

CITY OF PLANTATION

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

RFP # 023-11

The City of Plantation will receive **Sealed Proposals** for the above project. All proposals must be received by the **City Clerk's Office**, City of Plantation, 400 NW 73 Avenue, Plantation, FL 33317, no later than 11 AM, February 8, 2011.

Detailed specifications containing Instructions and Forms may be obtained from: Andrew Bacchi, Purchasing Department, 400 NW 73rd Avenue, Plantation, Florida, 33317, or through the Plantation website of www.plantation.org. Questions regarding clarification or guidance involving this solicitation may be addressed to Mr. Daniel Keefe, Assistant to the Mayor and sent via fax to 954-797-2223.

A Mandatory, Pre-Proposal Conference will be held on January 10, 2011, at 9 A.M., Plantation City Hall Council Chambers, 400 NW 73rd Avenue, Plantation. Any Interested vendor not in attendance at this meeting will no longer be considered further in the proposal process.

TABLE OF CONTENTS

DESCRIPTION	PAGE
PURPOSE	3
INSTRUCTIONS TO PROPOSERS	3
TERMS AND CONDITIONS	3-6
QUESTIONS REGARDING THIS RFP	6
PROPOSAL FORMAT	6-8
WEIGHTED/SELECTION CRITERIA	9
SCOPE OF SERVICES	10-15
EXHIBIT A	17
EXHIBIT B	18
EXHIBIT C	19
 <u>OFFICIAL PROPOSAL FORMS</u>	
REQUEST FOR PROPOSAL - FORM A	20
COST PROPOSAL FORM - FORM A-1	21
PROJECT TEAM - FORM B	22
LOCATION - FORM C	23
EXPERIENCE & QUALIFICATION OF FIRM - FORM D	24 - 29
SKILLS & EXPERIENCE OF PROJECT MANAGER AND OTHER KEY PERSONNEL - FORM E	30
PROJECT SCOPE, APPROACH AND UNDERSTANDING - FORM F	31
CONFLICT/NON-CONFLICT OF INTEREST - FORM G	32
AUTHORIZED SIGNATORIES/NEGOTIATORS - FORM H	33
DRUG-FREE WORKPLACE FORM - FORM I	34
MASTER SERVICES AGREEMENT	35-52

REQUEST FOR PROPOSAL

RFP 023-11

DISASTER DEBRIS MONITORING SERVICES

PURPOSE:

The City of Plantation, Plantation, Florida, is soliciting **Sealed** proposals to provide Disaster Debris Monitoring Services.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an **original and Five (5) complete copies** not later than **11 AM local time February 8, 2011**, to the **City Clerk's Office**, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. **Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the City Clerk's Office. The time and date for receipt of Proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. The time/date stamp clock located in the City Clerk's Office shall serve as the official authority to determine lateness of any proposal.

The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the City of Plantation (Procurement Ordinance).

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS:

1. The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City Council or other competent authority.

City of Plantation reserves the right, and the Assistant to the Mayor has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City

Council when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of Plantation Code.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
4. Proposals shall be sealed and proposers should indicate on their proposal the following:
 - A. Request for Proposal Number – RFP023-11
 - B. Name and Address of Proposer
5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The proposer receiving the award will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City, with the Certificate Holder listed as the City of Plantation, to verify such coverage.
 - a. **Workers' Compensation** – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
 - b. **Commercial General Liability** – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.
 - c. **Business Automobile Liability** – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
 - d. **Professional Liability (Errors & Omissions) or Medical Malpractice**, as applicable – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Provided, however, if the contract between the City and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the City, shall be limited to an obligation to indemnify or hold harmless the City, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence,

- recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.
7. The contract that the City intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The City has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.
 8. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City, including the Finance Department and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the consultant's responsibility to insure that all required records are provided to the City at the consultant's expense.
 9. **Shortlists, Protests and Lobbying:** The recommended short list of firms, in alphabetical order, will be posted for review by interested parties at the City Clerk's Office prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the City Clerk's Office by 5:00 PM on the fourth calendar day after posting date shall constitute a waiver of protest proceedings.

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The City Council may void any contract where the Mayor, President of Council, one or more City Council Members, or a City staff person has been lobbied.

10. Information regarding Committee scheduling and Council approvals is available by calling the Purchasing Division at 954-797-2648. Scores of short listed firms will be available on the City website plantation.org the business day following the Procurement Committee Meeting. Proposers will not be notified.
11. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The City's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Council, or other applicable funding agencies.
13. The contract resulting from this solicitation shall be non-exclusive and the City may procure the goods or services covered by the contract from other sources at its discretion
14. It is the intent of the City to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year renewal terms for services as described herein.
15. Award Restriction – The consultant awarded this contract is ineligible to compete for award of the debris recovery contract(s).
16. The Consultant Competitive Negotiation Act (CCNA), State of Florida Statute 287.055, is not applicable to the solicitation of the consultant contract.

QUESTIONS REGARDING THIS RFP:

Proposers shall not direct any inquiries or statements concerning their proposal to the City of Plantation Procurement Committee or City staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposal must be submitted in writing, and faxed to **954-797-2223** or by e-mail to dkeefe@plantation.org

Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Purchasing Division.

This provision exists solely for the convenience and administrative efficiency of City of Plantation. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

PROPOSAL FORMAT:

Proposers must respond in the format delineated below. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

A. Provide a description and history of the firm focusing on previous governmental experience.

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

3. Experience demonstrating knowledge of environmental requirements.

4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management and accounting systems.

5. Documentation of location and resources available at operating office (see Location – Paragraph 5, Page 8).

a. Complete address of office location.

b. Specific information resources regarding the location to include:

1. Number and disciplines of professional and technical personnel.

2. Equipment – include any specialized equipment considered necessary for this service and other routine office equipment.

B. On Form D1 through D-5, list at least five references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

The Project Manager must have experience in the following:

A. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Must demonstrate experience as a Project Manager or equivalent capacity managing hurricane debris monitoring for a government entity involving a minimum of 250,000 cubic yards of debris.

B. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

Include on Form E, the information above for the Project Manager. Also, on Form E, include resumes for the Project Manager, Operations Manager and job descriptions for other key personnel. Job descriptions shall also be provided for any other position added by the proposer. The proposer shall also submit a management plan and organization chart.

3. TECHNICAL APPROACH

On Form F, provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City. Provide a copy of proposer's internal training program. Provide under separate cover the Proposers training manual. This document will be separate from the total pages allowed for Form F.

Confirm the firm's agreement to meet the minimum requirements of this request for proposal

Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein as Form A-1. **The hourly fees shall include ALL costs** (unless otherwise specified) **associated with performance of the contract, including overhead and profit. Costs for approved travel, per diem or mileage expenses shall be in accordance with Exhibit C and Section 112.061, Florida Statute. No travel expenses, mileage, per diem, meals, rental cars, and/or lodging shall be paid to local residents. Local residents are defined as those domiciled in Broward, Miami-Dade, Palm Beach or Collier Counties.** The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the positions listed under Item I only.

The following information (Items 5 through 7) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. Complete the Location Form determining proximity to the project site. Form C
6. **Complete the attached Conflict/Non-Conflict of Interest and Litigation Statement (with attachments) as necessary. Form G**
7. Complete the Authorized Signatories/Negotiators Form. Form H
8. The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the proposal. **Failure to submit this form prior to award of the proposal shall be cause for rejection/disqualification of your proposal. Failure to certify the firm has a drug-free workplace in accordance with Florida Statutes 287.087 shall result in rejection/disqualification of your proposal. Form I**

9. WEIGHTED – CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualification of the Firm (Form D)	25
Similar Projects Completed by the Proposed Project Manager and other Key Personnel (Form E)	25
Cost Proposal	25
Approach, Understanding, Scope Response	25
TOTAL	100

SCOPE OF SERVICES

EXHIBIT "A"

DISASTER DEBRIS MONITORING CONTRACT

I. BACKGROUND

City of Plantation is located in Southeast Florida, USA and has a population of 83,968 citizens based upon current City records. The City encompasses 22 square miles. The City has 254 miles of improved and maintained roadway, which includes all City, State, and Municipality roadways.

The City requires the services of a debris-monitoring consultant to support the oversight and management of debris recovery contractors. Also, the Consultant will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, other federal agencies, the State of Florida, Broward County and coordination with state insurance representatives.

II. SCOPE

A. Debris Monitoring Services

1. Disaster Response Administrations and Documentation

Upon notification by the City, the Consultant shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, and driver's license numbers and job assignment areas. The Consultant shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such as but not limited to: Project Manager and/or Field Supervisors must be approved by the City.

A Project Manager who shall be responsible for the overall monitoring of debris contractors and the management of the consultant's monitoring team shall be the City's point-of-contact. At the availability of the City, the Project Manager will be physically located in the Emergency Operations Center (EOC) or other location specified by the City. The Project Manager shall assign an operations manager to oversee each debris recovery contractor. The Project Manager will be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- b. Scheduling work for all team members and contractors on a daily basis.
- c. Scheduling and managing field staff.
- d. Monitoring recovery contractors progress and making/implementing recommendations to improve efficiency and speed up recovery work.

- e. Assisting the City with responding to public concerns and comments.
- f. Conducting safety inspections.
- g. Ensuring compliance with contracts by all subcontractors.
- h. Scheduling and running periodic meetings with field staff and contractors.

The Consultant shall be prepared to staff a project **management team** consisting of the following members; however, final determination of staffing will be made by the CITY depending on need:

- i. Project Manager
- ii. Operations Managers
- iii. FEMA Coordinator
- iv. Scheduler/Expeditors
- v. GIS Analyst
- vi. Field Supervisors
- vii. Debris Site/Tower Monitors
- viii. Environmental Specialist
- ix. Project Inspectors (Citizen Site Monitors)
- x. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- xi. Billing and Invoice Analysts
- xii. Administrative Assistants
- xiii. Field Coordinators (Crew Monitors)

The Consultant may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be listed in the cost proposal form.

B. Services Provided by Consultant Include:

1. Operational Reports and Record Documentation

The Consultant will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

- a. Contractor name
- b. Contract number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- d. GIS mapping data updates and digitized reports.
- e. All GIS layers required will be provided to the Contractor by City of Plantation Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geo-database is acceptable based on size restraints.
- f. Data exports on a monthly basis should be at a minimum SQL server version 200 or Oracle version 8i.
- g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or pdf file format.

The Consultant will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

2. Technical Expertise and Guidance – As directed by the City, the Consultant shall provide:

- a. A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
- b. Safety assessment to include plan development, procedure development, staff training, and staff augmentation.
- c. Safety assessments of facilities.
- d. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- e. Development of debris plan to include staff training.
- f. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
- g. Technical support and assistance in developing public information.
- h. Other reports and data as required by the City.

- i. Aerial photographs per City of Plantation Public Works specifications will be flown monthly (of the debris sites or other areas if designated or requested by the City).

C. Other Services – As directed by the City, the Consultant may provide the following:

1. Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested.
2. Preliminary Safety Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets and supplies to the City with each invoice).
5. Pre and Post soil sampling of the site.
6. A full size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species).
7. Permitting, Licensing and Certifications.
8. Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.

D. Final Report

A final report will be prepared by the Consultant and will be submitted to a distribution list as established by the City Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
3. Copies of manifests, certificates, and related documents.
4. Log books and all other data taken during the implementation of the Disaster Response Plan.

E. Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, Consultant will meet with City representatives as directed by and coordinated with the City. Consultant will attend a pre-proposal conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The consultant must provide minutes of all meetings to the City Project Manager. Minutes shall be provided within three (3) business days after the meeting occurs.

G. Field Monitoring

Consultant will provide a **quality control team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

1. Response Time/Mobilization

The consultant shall comply with the following requirements:

- a. Reporting to EOC – The project manager, and at his discretion other key personnel, shall report to the EOC at a minimum of 24 hours prior to a hurricane event, if requested by the City. For other natural or manmade disasters the consultant shall report within six (6) hours after notification.
- b. Debris Sites – The Consultant shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:
 1. Two staff per debris site
 2. Final determination of staffing for per debris recovery crews will be made by the CITY as the field environment may require

2. Responsibilities of the Quality Control Team:

The responsibilities of the quality control team include:

- a. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
- b. Inspecting means and methods to measure and record work and recommending changes that may be needed.
- c. Stopping work in progress that is not being performed or documented in the appropriate manner.

- d. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- e. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
- f. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- g. Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as a random sample of hangers removal activities and GPS coordinates. .
- h. Aerial Photography on a monthly basis, if requested by the City.

H. Review, Permits, Licenses and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, The Consultant will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. **Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits**
2. **Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and stormwater management permit**
3. **Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.**
4. **TDSRS and Final Disposal permits or authorizations form FDEP and the County DERM if appropriate. All final disposal sites must be pre-approved by the CITY.**

I. Assessment Of Debris Accumulation In Drainage Canals

Consultant will assist the City in assessing and documenting the debris accumulation and safety issues in City of Plantation Drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

J. Event Closure

Consultant will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Consultant will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

III. SCHEDULE

Consultant will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Form A-1 herein. Should these services be required for a longer period, Consultant will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Forms. A revised cost will be negotiated.

Consultant will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

END OF SCOPE

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall assist the CITY specifically with debris management services to include, , the following items. Additional items may be pre-authorized by the CITY.

- Assist in the development of a CITY-wide debris management plan.
- Provide training of all key CITY staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and CITY, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout the CITY.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Monitoring and recording the volumetric measurement (cy) of each truck that is added into service; this shall be the physical measurement of the truck bed — verified by a CITY employee.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated CITY personnel.
- Determining truck assignments.
- Coordinating with CITY personnel to respond to problems in the field.
- Conducting “end-of day” duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems — a. location list should be kept of these areas.
- Recording on a provided map the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated CITY personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the CITY in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

The Consultant will assist the CITY to coordinate and report locations of all TDSRS and disposal sites to FEMA including required permits or operational authorizations.

The Consultant will assist the CITY by naming a primary contact for FEMA Debris Specialist.

EXHIBIT B
FEE SCHEDULE

Fee Schedule

_____ labor rates for the services requested by the CITY are shown in Table 2-1.

Table 2-1
Schedule of Hourly Labor Rates *

Title/Role	Hourly Rate
Project Manager	
Operations Manager	
FEMA Coordinator	
Scheduler/Expeditors	
GIS Analyst	
Field Supervisors	
Debris Site/Tower Monitors	
Environmental Specialist	
Project Inspectors (Citizen Site Monitors)	
Project Inspectors (Load Ticket Data Entry Clerks)	
Billing and Invoicing Analysts	
Administrative Assistants	
Field Coordinators (Crew Monitors)	

EXHIBIT C
CITY OF PLANTATION TRAVEL and SUBSISTENCE POLICY,
And ALLOWANCES

1. The Consultant shall make every effort to employ local, qualified people to avoid unnecessary travel expense.
2. Reimbursement for airfare shall be based on coach rates. First class rates will only be approved if the City required an expeditious action and coach rates were unavailable. All airfare requires prior approval from City of Plantation.
3. Maximum mileage allowance will be paid at .32 cents per mile. Local mileage is not allowed. All mileage requires prior approval from City of Plantation.
4. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The Consultant shall attempt to obtain the lowest rates available. All car rentals require prior approval from City of Plantation. No reimbursement for rental cars shall be granted to local residents.
5. Reimbursement for lodging shall be \$50.00 per diem or the actual expenses for lodging at a single room rate at a “non-resort” type hotel located in the vicinity of the City’s administrative offices. All lodging requires prior approval from City of Plantation.
6. Meals shall be reimbursed at follows. Reimbursement for meals shall not apply to local employees of the Consultant.

Breakfast	\$ 6.00 a day
Lunch	\$ 9.00 a day
Dinner	\$12.00 a day

7. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.
8. All of the above expenses shall be supported by a source document, such as receipts or invoice(s), with the employee’s name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: No cost for travel and associated expenses shall be incurred without the express written approval of the City. Costs for approved travel per diem or mileage expenses shall be in strict accordance with this Exhibit “D” and Section 112.061, Florida Statute.

REQUEST FOR PROPOSALS

023-11

DISASTER DEBRIS MONITORING SERVICES

DUE: 11 A.M. – FEB. 8, 2011

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)
 _____ (PO Box)
 _____ (City, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNATORY: _____ (Print Name)

TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

IDENTIFICATION OF BUSINESS ORGANIZATION:

Check the appropriate box that describes the organization of the firm proposing:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation: _____

The Proposer represents that the following persons are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the Proposers will be duly bound:

Name	Title	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

The Proposers shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

COST PROPOSAL FORM

RFP # 023-11

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation).

- I. **POSITIONS** – Key Positions – Provide resumes for the project manager and operations manager. Provide job descriptions for other key positions listed, per Form E.

POSITION	HOURLY RATES	HOURS*	TOTAL
Project Manager	\$_____	220	\$_____
Operations Managers	\$_____	260	\$_____
FEMA Coordinator	\$_____	40	\$_____
Scheduler/Expeditors	\$_____	260	\$_____
GIS Analyst	\$_____	40	\$_____
Field Supervisors	\$_____	580	\$_____
Debris Site/Tower Monitors	\$_____	4,800	\$_____
Environmental Specialist	\$_____	60	\$_____
Project Inspectors (Citizen Site Monitors)	\$_____	10,800	\$_____
Load Ticket Data Entry Clerks (1	\$_____	6,000	\$_____
Billing/Invoice Analysts	\$_____	150	\$_____
Administrative Assistants	\$_____	390	\$_____
Field Coordinators (Crew Monit	\$_____	21,600	\$_____
TOTAL			\$_____

- II. **OTHER REQUIRED POSITIONS** – Proposer may include other positions, with hourly rates and attach job description for each position, per Form E.

POSITION	HOURLY RATES	TOTAL
		\$_____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month. The actual contract value will be negotiated with the successful proposer prior to issuance of the notice to proceed for each event.

FORM B

PROJECT TEAM
RFP Project Number: # **023-11**

TEAM NAME: _____

Federal I. D. Number: _____
Is Prime Consultant a certified M/WBE Firm Yes_____ No_____

<u>PRIME</u>	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Role				
Principle-in-Charge				
Project Manager				
>				
Construction Superintendent				
Operations Analyst				
Citizen Site Review Monitor				
<u>SUB-CONSULTANT</u>	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Role				

- Other Key Member ()
- Other Key Member ()
- Other Key Member ()

Note: Percentages indicated must conform to percentages indicated on Form B

LOCATION

Offerers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	CITY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %

**SUBCONSULTANT/SUBCONTRACTOR
(Name & Address)**

1. _____ _____	_____	_____	_____	_____ %
2. _____ _____	_____	_____	_____	_____ %
3. _____ _____	_____	_____	_____	_____ %
4. _____ _____	_____	_____	_____	_____ %
5. _____ _____	_____	_____	_____	_____ %
6. _____ _____	_____	_____	_____	_____ %

Total Percentage _____ %
Must equal 100%

(Use additional pages if necessary)

SIMILAR PROJECTS
EXPERIENCE AND QUALIFICATIONS OF THE FIRM

USING PAGES D1 - D5 only - List up to five SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of services in this RFP, as identified in similar project description, for the Qualifications of the Firm.

The Proposers shall ensure that the entire scope of services documented for similar services is adequately explained in the text, particularly showing the services relationship of the projects to the scope of services within this RFP.

Name of Proposer: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, e-mail address, Fax Number:

Contract Amount: _____

Completion Date: _____
(month/year)

Firm:

Scope of Services:

Name of Proposer: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, e-mail address, Fax Number:

Contract Amount: _____

Completion Date: _____
(month/year)

Firm:

Scope of Services:

Name of Proposer: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, e-mail address, Fax Number:

Contract Amount: _____

Completion Date: _____
(month/year)

Firm:

Scope of Services:

Name of Proposer: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, e-mail address, Fax Number:

Contract Amount: _____

Completion Date: _____
(month/year)

Firm:

Scope of Services:

Name of Proposer: _____

1. Project Name:

Owner:

Reference Name, Address Phone Number, e-mail address, Fax Number:

Contract Amount: _____

Completion Date: _____
(month/year)

Firm:

Scope of Services:

SKILLS AND EXPERIENCE OF THE PROJECT MANAGER AND OTHER KEY PERSONNEL OF THE FIRM

Using a maximum of four pages, 8 1/2" X 11", labeled "Form E-1" through "Form E-4" describe the experience of the project manager, and other key personnel as it relates to this project. Name specific projects (successfully completed within the past ten years) where the Project Manager and other key personnel of the firm have performed previously (see Qualifications of Staff, item 2, Page 8). Specifically, provide resumes of the project manager, operations manager and brief job descriptions for other key personnel. Job descriptions for any other positions added by the proposer to the Cost Proposal shall also be provided.

Specifically identify the management plan and provide an organizational chart for the team and label as "Form E-4"; the organizational chart will be in addition to the four-page maximum.

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five pages, 8½" x 11", labeled "Form F-1" through "Form F-5", delineate your firm's understanding of the scope of services, and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project, if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information, which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Title)

(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

State of Incorporation: _____

Federal I.D. or Social Security number is _____

E-mail Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

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

Proposer's Signature

Date

MASTER SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2011, between CITY OF PLANTATION, a political subdivision of the State of Florida, by and through its City Council, situated at 400 NW 73rd Avenue, Plantation, Florida, 33317, hereinafter referred to as CITY, and _____, a _____, corporation headquartered at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, CITY requires certain professional services in connection with debris management services; and,

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Mayor

1.2 The term of this Agreement shall be for a two (2) year period, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CITY shall have the option of extending the Agreement for one (1) year additional year, as approved by the CITY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

2.0 Services to Be Performed by CONSULTANT

2.1 CONSULTANT shall perform the services as generally described in the Scope of Services, Exhibit "A", and as may be further specifically designated and authorized by the CITY, in writing. Such authorization will be referred to as a Work Authorization and all provisions of this Agreement apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization

will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed Work Authorization and Purchase Order, which shall specify the work to be performed. CONSULTANT recognizes that the CITY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

3.0 Compensation

3.1 General

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Services Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. Such amendment shall operate prospectively only and shall not alter fee schedules for Work Authorization's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual Work Authorization.

3.1.4 Invoices must reference the applicable Work Authorization number and Purchase Order number, using an invoice form approved by the CITY Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Plantation
Public Works Department
750 NW 91st Avenue
Plantation, FL 33324
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.7 Payment of the final invoice shall not constitute evidence of the CITY's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by CITY and, if so requested, shall be furnished by CONSULTANT to CITY Auditor's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the CITY's Reimbursable Schedule, Exhibit "C" and include copies of paid receipts, invoices or other documentation acceptable to the CITY's Auditor. Such documentation shall be sufficient

to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or Work Authorization.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Work Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Tampa, Orlando and Gainesville)

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and CITY policy for pre-approved out-of-CITY travel (excluding Tampa, Orlando and Gainesville).

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost providing that expenses have been previously authorized by the CITY

3.2.5 Pre-approved travel costs' shall be reimbursed in accordance with F.S. 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the CITY Public Works Department office upon demand, termination of the Agreement or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the

CITY to evidence such coverage before any work commences. The CITY shall receive thirty (30) days written notice of cancellation of insurance and fifteen (15) days notice of non-payment.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation as against CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing

Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Work Authorization for the project.

4.7 Workers Compensation. The CONSULTANT shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included

herein, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification. CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its employees and representatives, from any and all claims and liabilities for which the CITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts of omissions (including negligent acts or omissions) of the CONTRACTOR, its officers, and its employees, arising out of or connected with this AGREEMENT. The CONTRACTOR shall not be required to indemnify the CITY or its officers or employees, when an occurrence results solely from the wrongful or negligent acts or omissions of the CITY, or its officers or employees.

CITY agrees to protect, defend, indemnify, and hold harmless the CONSULTANT, its officers, and its employees, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of the CITY, its employees, or officers, arising out of or connected with this AGREEMENT. The CITY shall not be required to indemnify the CONSULTANT or its agents, employees, or representatives, when an occurrence results solely from the wrongful or negligent acts or omissions of the CONSULTANT, or its agents, employees, or representatives.

6.2.1 CITY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.2 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data related to FEMA reporting requirements that are available in the files of the CITY.

14.0 Termination of Agreement

14.1 This Agreement maybe terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Maieure)

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is

not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Broward County, Florida or the Southern District of Florida located in Broward County; Florida.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY via executed amendment.

23.0 Contingent Fees

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside

consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Plantation City Council shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

Attention:
As to City:

City of Plantation
Public Works Department
750 NW 91st Avenue
Plantation, FL 33324
Attention: Director

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

28.0 Service of Process

As to CITY:

City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

As to CONSULTANT:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Public Works Director, or his/her successor, who shall act as the City's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at City's request shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Susan Slattery
CITY CLERK

**CITY OF PLANTATION, a political
subdivision of the State of Florida**

By: _____
City Clerk

By: _____
Mayor, City of Plantation

Date Approved by City Council: _____

Review as to form and legal sufficiency

CITY Attorney's Office Date

Attest: _____ **Corporation**

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

Date: _____

[Title]

Date: _____