

CITY OF POMPANO BEACH, FLORIDA

PROFESSIONAL CONSULTING AGREEMENT No. 12573

with
McCafferty Brinson Consulting, LLC



CONTRACT FOR ENGINEERING SERVICES
for
Water Treatment Plant Improvement Project

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES No. 12573

This Contract is made on _____, by and between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as “City,” and McCafferty Brinson Consulting, LLC a Florida limited liability company, hereinafter referred to as the “Consultant.”

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant’s responsibility under this Contract is to provide professional consulting services as more specifically set forth in RFQ No. T-13-24 for Water Treatment Plant Improvement Project attached hereto as Exhibit “C” and incorporated herein in its entirety.

The Consultant’s representative shall be Frank Brinson, PE

The CITY’s representative shall be City Engineer or designee,

ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each Task Authorization after receiving the “Notice to Proceed.”

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Task Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit “A,” which is incorporated herein and attached hereto, for the term of this Contract.

B. *Price Formula.* City agrees to pay Consultant as negotiated on a Task Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. *Fee Determination.* Each individual Task Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when ninety percent (90%) of the “not to exceed amount” for the total Task Authorization has been reached. The Consultant shall bill the City on a monthly basis for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida, set forth in Exhibit C, Section 1.20 of the RFQ T-13-24 for services rendered toward the completion of the Scope of Work. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit “A” for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty-five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount.

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant’s failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Task Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. 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 a Task Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. *Final Invoice.* 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 final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Consultant, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, social security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. 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 subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit "B" which is attached hereto and incorporated herein.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an “extended reporting clause” for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers’ Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

A. Consultant shall at all times indemnify, defend, save and hold harmless the City, its officials, officers, employees, volunteers and agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the

City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City’s representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the Work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. 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.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25

– Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City’s notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City’s decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Task Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of two hundred thousand dollars (200,000.00), it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Audra I. McCafferty, Manager
Frank A. Brinson, Manager
633 S. Andrews Ave
Suite 402
Fort Lauderdale, FL 33301

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW

This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

ARTICLE 31 – EMPLOYMENT ELIGIBILITY

By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one (1) year after the date of termination

ARTICLE 32 – SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Consultant certifies that Consultant is not participating in a boycott of Israel. Consultant further certifies that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Consultant been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Consultant has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Consultant of the City's determination concerning the false certification. Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**ARTICLE 33 – AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN
TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant listed below (“Consultant”), hereby attests under penalty of perjury that:

Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

ARTICLE 34 – AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below (“Consultant”), hereby attests under penalty of perjury as follows:

- A. Consultant is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Consultant.
- C. Consultant is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Consultant is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Consultant is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such Consultant.
- F. Consultant is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Consultant is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 32 - BINDING EFFECT

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

“CITY”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONSULTANT”

McCafferty Brinson Consulting, LLC

Witnesses:

[Signature]
Signature
MATHEW MARSH
Name Typed, Printed or Stamped

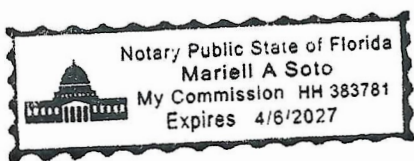
By: [Signature]
Audra I. McCafferty, Manager

[Signature]
Signature
FRANK A. BRINSON
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14 day of October, 2024, by Audra I. McCafferty, as Manager of McCafferty Brinson Consulting, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or who has produced AUDRA MCCAFFERTY (type of identification) as identification.

NOTARY’S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Mariell Soto
(Name of Acknowledger Typed, Printed or Stamped)
HH 383781
Commission Number

"CONSULTANT"

McCafferty Brinson Consulting, LLC

Witnesses:




Signature

MATTHEW MANSU

Name Typed, Printed or Stamped

By: 

Frank A. Brinson, Manager



Signature

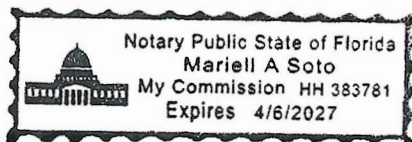
Andreo McCafferty

Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14 day of October, 2024 by Frank A. Brinson, as Manager of McCafferty Brinson Consulting, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced Frank Brinson (type of identification) as identification.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA

Mariell Soto

(Name of Acknowledger Typed, Printed or Stamped)

HH383781

Commission Number

EXHIBIT - A
AGREEMENT FOR ENGINEERING SERVICES

Water Treatment Plant Improvement Project
Design-Phase Services
Scope of Services

I. Background and General Description of Services

The City of Pompano Beach (CITY) owns and operates a 50 million gallon per day (mgd) water treatment plant that utilizes both conventional lime softening (LS) (40 mgd) and nanofiltration (NF) membrane (10 mgd) processes to treat raw water from the surficial Biscayne Aquifer. These treatment processes operate in parallel, and the two treated product streams are blended prior to four-log virus treatment disinfection and distribution.

On April 10, 2024, the United States Environmental Protection Agency (USEPA) released the final National Primary Drinking Water Regulation (NPDWR) for per- and polyfluoroalkyl substances (PFAS), which is a category of manufactured chemicals that have been used in industry and consumer products since the 1940s, and are commonly found in the environment, including typical raw drinking water supply sources (ground water and surface waters). The PFAS NPDWR includes enforceable maximum contaminant levels (MCLs) for PFOA, PFOS, PFHxS, PFNA, and HFPO-DA as individual contaminants, and mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS using an enforceable level Hazard Index. The USEPA has issued a compliance date for the proposed PFAS NPDWR of 2029. The MCLs included under the PFAS NPDWR are as follows:

- PFOA: < 4.0 parts per trillion (ppt)
- PFOS: < 4.0 ppt
- PFHxS: < 10 ppt
- PFNA: < 10 ppt
- HFPO-DA: < 10 ppt
- PFNA, PFHxS, PFBS, HFPO-DA: < 1.0 Hazard Index.

The CITY's water sampling program has identified the presence of certain PFAS constituents in the raw water that supplies the water treatment plant, as well as in the lime softened treated finished water, in levels that exceed the PFAS MCLs. This is typical of lime softening facilities in South Florida that utilize the Biscayne Aquifer raw water supply. Based on the data collected by the CITY to date, the existing water treatment plant will require upgrades

to meet the proposed PFAS MCLs. Based on current water demand projections, the ultimate design capacity for the upgraded treatment facilities will be 30 mgd.

The CITY has secured \$9.595 million in grant funding from the Florida Department of Environmental Protection (FDEP) Drinking Water State Revolving Fund (DWSRF) Emerging Contaminants program for planning and design of the required upgrades to the CITY's water treatment plant. On June 28, 2024, the CITY completed the planning phase of the project under the FDEP DWSRF funding which included a Water Facility Plan that evaluated the PFAS treatment technologies available to the CITY and identified the most cost-effective alternative for the CITY's drinking water facilities. Following completion of the planning phase, the remaining grant fund amount available for design is \$9,259,700. In general, the project developed in the Water Facility Plan to comply with the PFAS NPDWR consists of the following:

- Phase 1: Design and construction of a 10 to 12 million gallon per day (mgd) capacity buildout of the CITY's existing nanofiltration (NF) facility which was originally designed to be expandable to 20 to 22 mgd capacity. The Phase 1 improvements are expected to fully utilize the CITY's existing raw water allocations from the surficial Biscayne Aquifer under the CITY's current Water Use Permit (WUP) with the South Florida Water Management District (SFWMD). This facility will include appropriate upgrades to pretreatment systems (e.g., installation of sand strainers and two additional 5-micron cartridge filters) and post-treatment systems (one additional degasifier) and a re-mineralization or treated water bypass system for corrosion control/stability, as well as associated sitework, yard piping, electrical, and instrumentation and controls improvements.
- Design and construction of a second concentrate disposal deep injection well (DIW).
- Phase 2: Design and construction of a new 8 to 10 mgd capacity treatment facility that is capable removing PFAS constituents below the MCLs. The treatment technology to be utilized for the Phase 2 facility will depend on the raw water supply for the Phase 2 facility, which may consist of additional Biscayne Aquifer allocations in the CITY's SFWMD WUP, new allocations from the brackish Floridan Aquifer, or a combination of the two. Use of brackish raw water from the Floridan Aquifer would require reverse osmosis (RO) membrane treatment, while the Biscayne Aquifer raw water supply may be treated with NF membranes or other PFAS adsorption technologies (e.g., activated carbon, anion exchange, etc.). The conceptual design presented in the Water Facility Plan consists of a new membrane facility that can accommodate either NF membrane modules or Floridan Aquifer-supplied reverse osmosis (RO) membrane modules. However, the treatment

technologies and final design concept for the Phase 2 facility will be determined during the preliminary design phase depending on the raw water supply, as noted above.

In the design concept presented in the Water Facility Plan, the NF/RO capacity split in the new membrane facility will depend on availability of future raw water allocations from the Biscayne Aquifer which will supply the less expensive NF technology. The balance above the capacity that may be supported by the Biscayne Aquifer raw water supply will be Floridan Aquifer-supplied RO. The Phase 2 project may include additional Floridan Aquifer raw water supply wells and raw water transmission system improvements, membrane pretreatment systems (pretreatment chemicals, sand strainers, and 5-micron cartridge filters), the membrane treatment systems, as well as additional post-treatment systems (additional degasifiers) and remineralization for corrosion control/stability, as well as associated sitework, yard piping, electrical, and instrumentation and controls improvements.

This scope of services provides for professional engineering services for the design phase of the water treatment plant improvements generally described above, utilizing the available grant funds noted above, as described herein.

II. Scope of Work

Task 1 – Concentrate Disposal Deep Injection Well

Task 1 provides for all design-phase services for a new concentrate disposal deep injection well (DIW) for the new membrane facilities. Task 1 will include, but may not be limited to, the following subtasks:

Subtask	Budget*
<u>Subtask 1.1</u> Project management, meetings and QA/QC.	\$28,000
<u>Subtask 1.2</u> Detailed design.	\$96,000
<u>Subtask 1.3</u> Permitting services.	\$28,000
<u>Subtask 1.4</u> Bidding services.	\$8,000
<u>Subtask 1.5</u> MBC management, funding coordination, and assistance	\$20,000
Total Lump Sum Task 1:	\$180,000

*Actual engineering costs will be determined in the individual task authorization which shall include a detailed description of each subtask and schedule of values for the proposed

compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask.

Task 2 – SFWMD Water Use Permitting Assistance

Task 2 provides for assistance to the CITY to identify and pursue opportunities for additional raw water allocations from the Biscayne Aquifer and incorporating any additional Biscayne Aquifer allocations into a revised WUP, as well as permitting assistance for securing allocations from the Floridan Aquifer to meet any deficit between projected raw water demands and the available Biscayne Aquifer allocations. It is anticipated that opportunities to be evaluated and pursued for additional Biscayne Aquifer allocations will include, but may not be limited to, an allowance for the anticipated change in the treatment efficiency from the lime softening process (approximately 94%) to NF (82%), additional withdrawal offsets from the C-51 Reservoir Project (Phase 2), offsets for expansion of the CITY’s reclaimed water reuse system, etc. Task 2 will include, but may not be limited to, the following subtasks:

Subtask	Budget*
<u>Subtask 2.1</u> Identification and evaluation of opportunities for additional Biscayne Aquifer allocations.	\$72,000
<u>Subtask 2.2</u> Pursuit of identified opportunities for additional Biscayne Aquifer allocations.	\$46,000
<u>Subtask 2.3</u> Permitting services necessary for Floridan Aquifer raw water supply allocations.	\$46,000
Total Lump Sum Task 2:	\$164,000

*Actual engineering costs will be determined in the individual task authorization which shall include a detailed description of each subtask and schedule of values for the proposed compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask.

Task 3 – Phase 1 Buildout of the Existing NF Facility

Task 3 provides for all design-phase services for the “Phase 1” buildout of the existing NF facility to a total treatment capacity of approximately 20 to 22 mgd, as generally described above. Task 3 will include, but may not be limited to, the following activities:

Subtask	Budget*
<u>Subtask 3.1</u> Raw water system evaluation to mitigate potential sources of membrane fouling (e.g., air, iron, hydrogen sulfide, corrosion products, biological activity).	\$145,000
<u>Subtask 3.2</u> Raw water wellfield rehabilitation and improvements to improve well productivity and mitigate potential sources of fouling of pretreatment systems and membranes	\$225,000
<u>Subtask 3.3</u> Raw water characterization for the selection of membranes and development of process design criteria.	\$85,000
<u>Subtask 3.4</u> Membrane pilot testing for development of process design criteria and optimization of the NF process (chemical pretreatment requirements, membrane process optimization).	\$290,000
<u>Subtask 3.5</u> A corrosion control study to identify membrane post-treatment requirements to maintain stable the finished water.	\$97,000
<u>Subtask 3.6</u> Basis of Design Report	\$230,000
<u>Subtask 3.7</u> Preparation of construction drawings.	\$1,450,000
<u>Subtask 3.8</u> Preparation of technical specifications.	\$1,168,000
<u>Subtask 3.9</u> Preparation of opinions of probable construction cost.	\$80,000
<u>Subtask 3.10</u> Permitting services.	\$80,000
<u>Subtask 3.11</u> Surveying and mapping services.	\$75,000
<u>Subtask 3.12</u> Geotechnical engineering services.	\$50,000
<u>Subtask 3.13</u> Bidding services (coordination of bid advertisement, responding to questions from potential bidders, preparation of addenda as necessary to clarify the bidding documents, review of bid submittals, recommendation of award).	\$75,000
<u>Subtask 3.14</u> Project management and quality control.	\$225,000
<u>Subtask 3.15</u> Funding coordination and assistance	\$148,000
<u>Subtask 3.16</u> Meetings and workshops (design development workshops, review of design progress submittals, etc.).	\$150,000
Total Budget Task 3:	\$4,573,000.00

*Actual engineering costs will be determined in the individual task authorization which shall include a detailed description of each subtask and schedule of values for the proposed compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask.

Task 4 – Phase 2 New Treatment Facility

Task 4 provides for design-phase services for the “Phase 2” new membrane treatment facility with the design capacity (8 to 10 mgd) necessary to achieve the 30 mgd total treatment capacity, as generally described above. Task 4 will include, but may not be limited to, the following activities:

Subtask	Budget*
<u>Subtask 4.1</u> Raw water resource development for the Floridan Aquifer raw water supply (e.g., design of a Floridan Aquifer test/production well, evaluation of raw water quality, aquifer performance, and productivity).	\$500,000
<u>Subtask 4.2</u> Raw water characterization for the selection of RO membranes and development process design criteria.	\$85,000
<u>Subtask 4.3</u> Membrane pilot testing for development of process design criteria and optimization of the NF and/or RO processes (e.g., chemical pretreatment requirements).	\$250,000
<u>Subtask 4.4</u> Pilot testing of any alternative PFAS treatment technologies deemed to be cost-effective candidates to incorporate into the overall treatment strategy for the Phase 2 improvements.	\$200,000
<u>Subtask 4.5</u> A corrosion control study to identify membrane post-treatment requirements to maintain stable the finished water.	\$50,000
<u>Subtask 4.6</u> Design preparation of drawings, technical specifications, and complete bidding documents for new Floridan Aquifer raw water supply wells, well pumps and accessories, and a raw water transmission system to the water treatment plant.	To Be Determined
<u>Subtask 4.7</u> Basis of Design Report	\$600,700
<u>Subtask 4.8</u> Preparation of construction drawings for the water treatment plant upgrades described above.	To Be Determined
<u>Subtask 4.9</u> Preparation of technical specifications for the water treatment plant upgrades described above.	To Be Determined
<u>Subtask 4.10</u> Preparation of opinions of probable construction cost.	\$150,000
<u>Subtask 4.11</u> Permitting services.	\$250,000
<u>Subtask 4.12</u> Surveying and mapping services.	\$145,000
<u>Subtask 4.13</u> Geotechnical engineering services.	\$100,000

<u>Subtask 4.14</u> Bidding services (coordination of bid advertisement, responding to questions from potential bidders, preparation of addenda as necessary to clarify the bidding documents, review of bid submittals, recommendation of award).	\$83,000
<u>Subtask 4.15</u> Project management and quality control.	\$1,079,000
<u>Subtask 4.16</u> Funding coordination and assistance	\$200,000
<u>Subtask 4.17</u> Meetings and workshops (design development workshops, review of design progress submittals, etc.).	\$650,000
Total Budget Task 4:	\$4,342,700

*Actual engineering costs will be determined in the individual task authorization which shall include a detailed description of each subtask and schedule of values for the proposed compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask.

Because the treatment technology appropriate for the Phase 2 improvements is dependent on the availability of raw water from the raw water supply alternatives, which will be determined under the Task 2 SFWMD WUP evaluations, the full scope and required engineering services for the Phase 2 improvements is not known at this time. The lump sum budget for Task 4 listed above is the remaining funds from the grant funding available at this time. Any required engineering services in excess of the Task 4 budget listed above will be authorized under an amendment to this agreement.

III. Assumptions and Assistance to be Provided by CITY

Services and/or materials to be provided by the CITY and other related key assumptions include:

1. CITY staff will be available for discussions with CONSULTANT.
2. CONSULTANT will have access to the water treatment plant site.
3. CITY will provide to the CONSULTANT in a timely manner the data and record documents mentioned above and to be itemized in the CONSULTANT's data request to the CITY. Requested data will be limited to data not already contained within CONSULTANT's files.
4. CITY will be responsible for all permit application fees.
5. Construction-phase engineering services may be provided under an amendment to this agreement.

IV. Budget and Authorization

CONSULTANT shall perform the professional services provided herein for each task for the respective lump sum fees budgeted above, as authorized in the Task authorization. CONSULTANT will invoice CITY monthly based on percent complete of each task. CONSULTANT shall not proceed with work under each task without written authorization from an authorized CITY representative, which shall include a detailed description of each subtask and schedule of values for the proposed compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask. CITY shall provide a written Notice to Proceed for each Task following execution of this Agreement.

V. Completion Time

It is anticipated that the tasks under this work authorization will be completed generally within the following schedule:

<u>Task/Project Milestone</u>	<u>Estimated Completion Date</u>
Task 1 Concentrate Disposal DIW, Design-Phase Services	August 2025
Task 2 SFWMD Water Use Permitting Assistance	August 2025
Task 3 Phase 1 Buildout of Existing NF Facility, Design-Phase Services	August 2025
Task 4 Phase 2 New Treatment Facility, Design-Phase Services	August 2026

VI. Summary of Compensation

The following is a general summary of the compensation for the services under this agreement. CONSULTANT shall proceed with the services under each task (Tasks 1 through 4) only upon written authorization from an authorized CITY representative. Each task authorization shall include a detailed description of each subtask and schedule of values for the proposed compensation, including budgeted staffing hours, hourly billing rates, itemized reimbursable expenses, and subconsultant fees for each subtask.

Task/Subtask Description	Task Budget
Task 1 - Concentrate Disposal Deep Injection Well	
1.1 Project management, meetings, and QA/AC	\$28,000
1.2 Detailed design	\$96,000
1.3 Permitting services	\$28,000
1.4 Bidding services	\$8,000
1.5 Prime management, funding coordination and assistance	\$20,000
Subtotal Task 1:	\$180,000
Task 2 - SFWMD Water Use Permitting Assistance	
Identification and evaluation of opportunities for Biscayne Aquifer	
2.1 allocations	\$72,000
2.2 Pursuit of identified opportunities	\$46,000
2.3 Permitting services for Floridan Aquifer allocations	\$46,000
Subtotal Task 2:	\$164,000
Task 3 - Phase 1 Buildout of NF Facility	
3.1 Raw water system evaluation	\$145,000
3.2 Raw water wellfield rehabilitation and improvements	\$225,000
3.3 Raw water characterization	\$85,000
3.4 Membrane pilot testing	\$290,000
3.5 Corrosion control study	\$97,000
3.6 Basis of design report	\$230,000
3.7 Construction drawings	\$1,450,000
3.8 Technical specifications	\$1,168,000
3.9 Opinions of probable construction cost	\$80,000
3.10 Permitting	\$80,000
3.11 Surveying and mapping services	\$75,000
3.12 Geotechnical engineering	\$50,000
3.13 Bidding services	\$75,000
3.14 Project management and quality control	\$225,000
3.15 Funding coordination and assistance	\$148,000
3.16 Meetings and workshops	\$150,000
Subtotal Task 3:	\$4,573,000

Task 4 - Final 10 mgd Design Phase

4.1	Raw water resource development (Floridan Aquifer)	\$500,000
4.2	Raw water characterization	\$85,000
4.3	Membrane pilot testing	\$250,000
4.4	Pilot testing of alternative PFAS treatment technologies	\$200,000
4.5	Corrosion control study	\$50,000
4.6	Design documents for Floridan Aquifer raw water system	TBD
4.7	Basis of design report	\$600,700
4.8	Construction drawings (WTP upgrades)	TBD
4.9	Technical specifications (WTP upgrades)	TBD
4.10	Opinions of probable construction cost	\$150,000
4.11	Permitting	\$250,000
4.12	Surveying and mapping services	\$145,000
4.13	Geotechnical engineering	\$100,000
4.14	Bidding services	\$83,000
4.15	Project management and quality control	\$1,079,000
4.16	Funding coordination and assistance	\$200,000
4.17	Meetings and workshops	\$650,000

Subtotal Task 4:

\$4,342,700

TOTAL BUDGET ALL TASKS:

\$9,259,700

EXHIBIT B
ENGINEERING SERVICES FOR WATER TREATMENT PLANT IMPROVEMENT
PROJECT
AGREEMENT #12573

INSURANCE REQUIREMENTS: _____

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX_ products/completed operations hazard	bodily injury and property damage combined
XX_ contractual insurance	bodily injury and property damage combined
XX_ broad form property damage	bodily injury and property damage combined
XX_ independent contractors	personal injury
XX personal injury	
XX_ CG2010	ongoing operations (or its' equivalent)
XX CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	<input checked="" type="checkbox"/> Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
XX owned	
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a true follow form basis.

	Per Occurrence	Aggregate	
XX other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

ENVIRONMENTAL/POLLUTION LIABILITY

	Per Occurrence	Aggregate
<input type="checkbox"/> * Policy to be written on a claims made basis.	\$1,000,000	\$1,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

	Per Occurrence	Aggregate
<input type="checkbox"/> * Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

Network Security / Privacy Liability
 Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
 Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

	Per Occurrence	Aggregate
<input type="checkbox"/> * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. Florida Statue Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000 even though the cost of each service line installation and connection is less than \$200,000. The payment and performance bond amount must be equal to the project size.



MCCABRI-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2024

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Crum & Forester 44520	
INSURED McCafferty Brinson Consulting, LLC 633 S. Andrews Ave, Suite 402 Ft. Lauderdale, FL 33301	INSURER B : Travelers Casualty & Surety Co 19038	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-147488	4/11/2024	4/11/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPK-147488	4/11/2024	4/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EFX-125109	4/11/2024	4/11/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB1S397989	4/11/2024	4/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #: T-13-24 ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT IMPROVEMENT PROJECT
 The City of Pompano Beach is an Additional Insureds with regards to General Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

APPROVED

C. Lawrence

By LawCin at 3:35 pm, Sep 30, 2024

CERTIFICATE HOLDER City of Pompano Beach, Florida Attn: Risk 100 West Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



**Solicitation Stand in
for
City of Pompano Beach Professional Consulting Agreement No. 12573
RFQ T-13-24 Engineering Services for the Water Treatment Plant
Improvement Project**

Exhibit A is comprised of the following: Request for Qualifications (RFQ), including, but not limited to, original RFQ, general conditions, specifications, drawings, exhibits to the RFQ, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the RFQ and this agreement.

Due to the size of the file this stand in is being inserted into the contract document for signature routing purposes. The CONTRACTOR was the highest ranked, responsible and responsive respondent to the solicitation and approved by commission.



T-13-24 Addendum 4

McCafferty Brinson Consulting, LLC

Supplier Response

Event Information

Number: T-13-24 Addendum 4
 Title: Engineering Services for the Water Treatment Plant Improvement Project
 Type: Request for Qualifications
 Issue Date: 5/30/2024
 Deadline: 6/20/2024 02:00 PM (ET)
 Notes:

The City of Pompano Beach (the "City") is seeking a qualified full-service engineering firm to provide professional engineering services including, but not limited to, water quality analysis, treatment process evaluation, preliminary design report, design, specifications, contract documents, permitting, construction management, inspections, testing, startup, and operation assistance for the construction of Water Treatment Plant Improvement Project located at 1205 NE 5th Avenue, Pompano Beach, FL 33060.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 20, 2024**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Non-Mandatory Pre-Proposal Conference

A non-mandatory Pre-Proposal conference shall be held on June 6, 2024, at 10:00 am at Water Treatment Plant located at 1205 NE 5th Avenue, Pompano Beach, FL 33060. Please note this is a non-mandatory pre-proposal conference, but all parties interested in submitting a proposal for this RFQ are highly encouraged to attend this conference.

Proposer must be registered on the City's eBid System in order to view the Request for Qualifications (RFQ) documents and respond to this RFQ. The RFQ documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

All questions regarding this RFQ are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFQ opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFQ in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFQ.

Contact Information

Contact: Tammy Thompkins
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

McCafferty Brinson Consulting, LLC Information

Address: 633 S. Andrews Ave.
Suite 402
Fort Lauderdale, FL 33301
Phone: (954) 797-7100
Web Address: mccaffertybrinson.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Audra McCafferty

Signature

Submitted at 6/19/2024 03:57:59 PM (ET)

amccafferty@mccaffertybrinson.com

Email

Requested Attachments

Proposal Package

Pompano Beach WTP
Expansion_MBC_Final.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files

Financial Statement

FINANCIAL STATEMENTS.pdf

To permit the City to comply with Section 119.071 of Florida Statutes, exempting financial statements from public records, please do not include confidential financial statements in your proposal. Attach financial statements here, and label them "CONFIDENTIAL."

Bid Attributes

1 Minority Business Enterprise

Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985?

2 Minority Business Enterprise (Sub-Consultant)

Is any sub-consultant of the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985?

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

4 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

5 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

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

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:

- (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 and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

6 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

 Yes
7 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

 Agree