

# EXHIBIT 3



## **REQUEST FOR PROPOSAL (RFP) # FY 2015-2016-010**

### **CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)**

### **ARCHITECTURAL AND ENGINEERING SERVICES GOLDEN ISLES TENNIS CENTER AND GOLDEN ISLES PARK**

### **EXHIBIT I SCOPE OF WORK**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
CITY MANAGER'S OFFICE  
OFFICE OF CAPITAL IMPROVEMENT  
PROCUREMENT DEPARTMENT**

## INTRODUCTION / INFORMATION

### **PURPOSE AND PROJECT SCOPE**

In accordance with Florida Statutes, Chapter 287, Section 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Hallandale Beach is soliciting interested firms with substantial experience and capabilities to provide a wide variety of architectural and engineering services, including but not limited to, conceptual design, design development, preparation of construction documents, permitting services, assistance with Construction Manager at Risk (CMAR), the General Contractor, as well as, provide construction administration services. All work shall be in compliance with the current Florida Building Code in addition to City Zoning requirements codes and City and County Ordinances. The selected firm shall prepare all documents in the formats required by the City and adhere to all City Project deadlines.

Following the opening of proposal packages, firm(s) that do not meet the Minimum Qualification Requirements (MQRs) set forth will not be considered further.

Architectural firms must be familiar with the development of Parks and Recreation areas, as well as, an indoor space planning and design. The design professionals are encouraged to be progressive in their planning and design approach.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth on pages 21-31 of this RFP. An Evaluation Committee will select no fewer than three (3) of the highest ranked proposers for oral interviews/presentations.

Oral presentations are to support what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

After oral presentations proposals will be evaluated and ranked by the Evaluation Committee to obtain the results for recommendation to enter into negotiations with the top ranked firm for architectural and engineering services to award and negotiate Agreement. **Agreements are subject to annual appropriation and the availability of funds.** This project will be funded through the Parks General Obligation Bond approved by voters on November, 2014.

### **Project Background**

The City of Hallandale Beach has completed a City Wide Master Plan. The Parks Master Plan sets forth a program to enhance 13 of the City's Parks and Recreation areas in support of community-wide goals and neighborhood needs. A complete copy of the City Wide Parks Master Plan is available on the City web site: [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov) under the Parks and Recreation Department.

This RFP is for the master plan, design and construction administration for the Golden Isles Tennis Center and Golden Isles Park. The City has selected Golden Isles Tennis Center & Golden Isles Park as the second and third park to be built through the General Obligation Bond Funding approved by City residents on November 4, 2014. The development will be according with the City Wide Master Plan. The Golden Isles Tennis Center was not included in the original Parks Master Plan; therefore, there is no conceptual design of that site. Attached as Exhibit A is the conceptual design of the Golden Isles Park. The two parks are to be designed together so as to compliment the contiguous spaces. See page 5 for the information on the Master Plan and design of the two (2) spaces. Proposed amenities for the two parks are:

<b>Name</b>	<b>Location</b>	<b>Size ( Land area)</b>	<b>Master Plan Concept</b>
Golden Isles Tennis Center	Southeast Quadrant	5 acres (approximately)	To be developed with this RFP. Anticipated amenities: <ul style="list-style-type: none"> <li>• Tennis courts (clay and hard courts)</li> <li>• Sports lighting</li> <li>• Site Parking</li> <li>• Pro shop w/ office, restrooms, storage, meeting room and concession</li> <li>• Bocce Ball Courts</li> </ul>
Golden Isles Park	Southeast Quadrant	1.63 acres (approximately)	<ul style="list-style-type: none"> <li>• 2 regulation Basketball Courts</li> <li>• Walking/Exercise Trail</li> <li>• Playgrounds with rubberized surface and shade cover</li> <li>• Passive Open Space</li> <li>• Picnic</li> <li>• Parking</li> </ul>

**Note: The existing sea wall that spans the length of the tennis courts shall remain. There are no provisions in this RFP to remove or replace the sea wall. This information will be necessary in determining the placement of any structures in those areas.**

Please refer to Exhibit B – Geotechnical Exploration Report performed by Nutting Engineers to determine the best approach for subsurface construction.



- ❖ Golden Isles Tennis Center is located at 100 Egret Drive, Hallandale Beach, FL, 33009.
- ❖ Golden Isles Park is a Community Park located at 424 Layne Boulevard, Hallandale Beach, FL 33009

The City adopted a City Wide Parks Master Plan in 2011. It is the City's intention to request the selected firm to utilize the City Wide Master Plan as the bases for the conceptual development, design and programing. It should be noted that the City would like to pursue all options regarding the best site design for the park which may include a redesign of the conceptual plan regarding the location and placement of amenities set forth above, if applicable. Consultant shall perform Charrette(s) to seek input from the Community, City Commission and City Administration. These interactive sessions shall be presented in a workshop format, and consultant shall incorporate agreed upon revisions in the next progress review presentation. Charrette may include multiple and/or individual meetings, if necessary. Recommendations to be presented by firm at a Community meeting with final approval at a City Commission public meeting.

Final project delivery by the Architect shall be a turn-Key project - consultant shall undertake the entire responsibility from design through completion and commissioning. The City only has to turn the proverbial key to make everything function as it should. This shall include selection of furniture, fixtures, and any additional consultants that shall be required to complete the project.

Consultant shall meet with City staff to obtain background information and define the specific scope of services for this project. The Consultant shall not proceed with work on any assignment without written authorization to proceed from the City. This work authorization will stipulate the fees and time schedule for each phase of the assignment.

Upon Review of the proposals by the evaluation committee, oral presentations may be required. After ranking, the evaluation committee will select and short list no less than the three (3) top ranked firms.

### **Design Development Phase**

Consultant shall provide all associated Design Development Services necessary to bring the project to a successful completion, including but not limited to:

- Perform charrette(s) to seek input from the Community, City Commission and City Administration. Theses interactive sessions shall be presented in a workshop format, and consultant shall incorporate agreed upon revisions in the next progress review presentation. Charrette may include multiple and/or individual meetings, if necessary. Recommendations to be presented by firm at a Community meeting with final approval at a City Commission public meeting.
- Consultant, upon consultation with the CMAR, shall promptly provide a design development schedule and submit to the City for approval.
- Provide comprehensive professional architectural and engineering services for the project. Disciplines shall include, mechanical, electrical, fire protection,

telecommunications, interior design, landscape, irrigation, civil, structural ( to provide threshold inspections), minimum LEED Silver Certification and commissioning among others to complete the project identified. Any specialty disciplines necessary to complete the project scope of service shall be included in the scope of services. This shall include sound engineering consultant, as needed and any other specialty sub consultants necessary to complete the project with all components for the operations of the facility and park amenities.

- Utilize preliminary conceptual schematics as provided on the Parks Master Plan booklet to design and develop the City's vision including necessary structures, recreational spaces and sports facilities. This design development shall occur within the established of the City's construction budget.
- Consultant shall coordinate and schedule pre-application meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including City's own codes and ordinances. Meeting minutes shall be documented and submitted to the City. This includes the coordination and facilitation of the Major Development Approval process including application, Development Review Committee, Planning and Zoning Board, and City Commission approvals, as required.
- Develop Construction Documents and specifications required for construction complete and coordinated between disciplines this will include interior space planning and furniture layout. Progress reviews shall be required at the 30%, 60%, 90% and 100% design stage for evaluation and approval by City staff. During schematic design and design development, but prior to construction design phase, the consultant must solicit input from City staff.
- These interactive sessions shall be presented in a workshop format, and consultant shall incorporate agreed upon revisions in the next progress review presentation.
- Select, retain and supervise LEED consultant during the design phase to assure a minimum of a LEED silver certification or other applicable green building certification, to include but not be limited to, preparation and submittal of applications, registration, development of Green specification book, record keeping, moderation and coordination meetings, tracking credits, LEED/Green commissioning, energy modeling and coordination of appeals for denied credits if necessary.
- Prepare and submit signed and sealed construction drawings to the City of Hallandale Beach Building Division and all other applicable agencies for review and make any revisions required for the issuance of a building permit.

- Permitting services required by Broward County Health Department, Broward County Environmental Protection Department, City's Building Department including and any other required permitting agency. Permitting services shall also include completion of permit applications, forms, addressing comments, and updating plans and specification as necessary to secure the above mentioned permit.
- Consultant shall attend all project coordination meetings necessary, including weekly preconstruction and construction meetings with CMAR, to successfully complete the project.
- Upon the completion of the 30 %, 60%, and 90% submittal, the Consultant shall assist CMAR to provide a detailed cost estimate of a fully completed project.
- As part of the design phase services, Consultant shall collaborate with CMAR Contractor with constructability and value engineering analysis and any other recommendation made by the team to ensure a timely and cost effective project. Consultant shall expeditiously incorporate all value engineering and constructability comments into the Construction Documents.
- Upon completion of design phase, Consultant shall provide the City with one set of reproducible drawings and specifications, along with electronic copies, of the 100% Construction Documents.

### **Phase II- Construction Administration Phase**

The Consultant shall provide construction administration services to assure project is constructed in accordance to plans and specifications.

- Participate in the pre-construction conference, and weekly construction meetings, for the entire duration of the construction phase.
- Provide comprehensive construction administration of a project, providing services such as submittal review, respond to contractor's RFI's, address technical questions as well as shop drawing review.
- Conduct field observations of all disciplines involved including any required threshold inspection, resolving on-site problems and answering technical questions as construction progresses.
- Supervise LEED/Green consultant and General Contractor to assure successful compliance of the requirements of the modeling, commissioning any other elements pursuant to the implementation and Green certification of the building. Including

supervising of mechanical, electrical, plumbing and any other disciplines involved in order to achieve compliance.

- Review construction schedules and critical path, prepare final punch list and review all final as-built drawings.
- Certification and project close out for all aspects of the project defined within the scope of consulting services including Green deliverables and certification.
- Consultant shall participate in a monthly warranty inspection along with the City during the one (1) year warranty, and provide a plan for all necessary repair, replacements and/or corrective work.

A. **Predesign and site planning services** – Includes the coordination of all data and program information available or required to meet the project design criteria, review and comply with land development regulations, process the project through required land development agencies, and coordinate with City staff as needed for the completion of the project design. It should also identify and establish all necessary compliance with permitting agencies having jurisdiction over this project. The following disciplines are anticipated during this phase and are included in our proposed fees: Architecture, Civil Engineering, Landscape Architecture, Mechanical, Plumbing and Electrical Engineers, Structural Engineer, Site Lighting Design, LEED Consulting and Commissioning, as needed, Geotechnical Engineering, Survey, Environmental Engineering, Traffic Engineering, Community Outreach. Tasks include but are not limited to the following:

- Meetings with City staff, Consultants and regulatory agencies to review and define project requirements
- Coordinate and meet with various City department personnel to define and confirm program and space requirements for the project
- Develop project program outlining specific goals and objectives to be included in final design
- Modify master plan based on programming and other information obtained
- Coordinate and meet with the City to determine and define LEED goals and objectives, minimum Silver Certification

- Complete a traffic impact statement. In the event that a traffic study is required, Consultant shall Complete a Traffic Study (to determine/ justify impact of new facilities) to be included as an add alternate
- Document existing on and off site utilities, improvements and structures. Identify required agency approvals and permitting requirements including impact fees.
- Provide site plan, project information and assist with the preparation of other required documents (easement, right of way vacations, platting/ replatting) ,to assist the City in the internal rezoning to obtain the required zoning and land use designations for the site.
- Preparation of conceptual design documents as needed for City staff approval
- Preparation of presentation graphics and materials for use in the presentation of the proposed project to City staff and at public hearings.
- Review and coordination of the project design with the Construction Manager at Risk (CMAR)
- Attendance at required Community, City staff, Board, and City Commission meetings to present the project.
- Determine/establish telecommunications, site security, other low voltage items and, any other technical operation equipment and design required for the full operation of the Project.

The following specific services are included in the scope of services:

- Platting/replatting including processing for approval, if needed.
- Programming
- LEED consulting and commissioning
- Landscape Planning & Design
- Site Planning & Design
- Building Planning & Design
- Demolition Plan

- Investigation of existing records and documents
- Coordination with permitting agencies
- Coordination of utilities for relocation with agencies (FP&L, etc) on/off site
- Coordination of utilities for relocation/extension of fiber optic cable for City Connectivity
- Coordination for roadway vacation/ rerouting
- Coordinate development review processing with the City
- Develop presentation graphics
- Attend meetings

B. **Preparation of Permit and Construction Documents** – Once the conceptual design is completed land use and development approvals are in place with the City, County and other agencies having jurisdiction and we have been authorized to proceed with the preparation of permit and construction documents the design team will begin work on the development of Construction Documents Services will include plans and specifications as needed for the Construction Manager at Risk (CMAR) to obtain bids from qualified sub-contractors and to obtain necessary permits for construction. Disciplines included in this phase of the work include Architecture, Structural Engineering, MEP Engineering services, Fire alarm and Fire protection Engineering services, Civil Engineering, Landscape and Irrigation design, LEED consulting and commissioning, Interior design services, and Pool Engineering, . The following milestones are typically anticipated.

- Schematic Design (15%) – provides confirmation of the project design following staff review and approval of the master plan and is the point where all program spaces are confirmed and the final design is approved.
- Construction Documents (30%) – is the point where the building design including building systems and site improvements including landscape and civil systems which form the basis for all future work have been defined and the project is submitted for development review by the City. (DRC) At this point a more thorough review of the cost is made by the CMAR and if adjustments are required this is the time this takes place. Upon completion of the 30% CDs, an in-house review by all

teams will converge for a thorough interdisciplinary review, between the City, Architect and CMAR.

- Permit and Construction Documents (60%) – includes all disciplines and is where decisions for all the required details and specifications are finalized in order for the project to continue with the construction documents, including drawings and specifications, for in-house review by the City. After completion of in-house review all teams will converge for a thorough interdisciplinary review, where all material selections are confirmed and all the final elements of design are finalized. Color board is presented and all low voltage needs are identified along with FF&E needs. In addition, there will be several itemized reviews of the anticipated cost of construction by the CMAR, one at 60% completion of documents and another at 90% completion. Upon receipt of the cost of construction at 60% the CMAR shall advise the City and Consultants if any modifications are needed to achieve the City's goal to build the project within the allocated construction funds. The City along with the CMAR and Consultants will meet to review the project and determine where costs can be reduced, if necessary, to bring the project within the original budget.
- Bid and Permit (90%) – The documents will be submitted for a dry run compliance review by the City permitting department, along with other county required permits. The consultant will initiate the preparation of the final book specification. The Consultants will respond to any preliminary review comments raised by the permitting authorities and implement required changes to the documents. Upon completion of the 90% CDs, an in-house review by all teams will converge for a thorough interdisciplinary review, between the City, Architect and CMAR. Consultant shall revise the 90% CDs to incorporate any changes made during the 90% interdisciplinary review. The revised set will be used by the CMAR to obtain bids and determine GMP.
- Bid and Permit (100%) – Consultant will finalize and submit final plans to the building department including addressing all 90% comments received from the building department and other outside agencies. Concurrently, the Architect will respond to building and other agencies final comments to complete the Construction Documents and obtain a permitted and approved set. A final conformance set of documents incorporating any additional comments received during final plan review will be issued to the CMAR for building purposes.

The following specific items are included in the scope of services:

- Architectural design and construction documents (drawings and specifications - including book specifications) for bidding, permitting and construction
- Structural design and construction documents
- MEP design including emergency generator, fire alarm and fire protection design and construction documents
- Landscape and irrigation design & construction documents
- Tree Removal/Relocation plan
- Base interior and exterior signage
- Wayfinding signage design
- Civil engineering to include design and construction documents for potable water, sanitary sewer, fire protection service to the building, storm drainage, site parking and paving including pavement markings and signage, design of playfields, site grading. Assumes existing off site services are available and adequate for connection.
- Preparation and processing of on/off site engineering permit applications
- Telecommunication/data design/site security.
- Interior design services for floor, wall and ceiling finishes.
- Roofing consultant.
- LEED services through design and construction. (Minimum LEED Silver Certification)
- LEED Fundamental Commissioning Meetings with City and CMAR.
- All low voltage items to include sound system design, interior and exterior building and site, data needs, Wi-Fi, access control, scoreboard design, and burglar alarm.
- Reimbursable expenses to include printing and other reproductions, overnight delivery, transportation and mileage, agency processing fees, etc. This is listed as an allowance and if unused will not be invoiced to the City.

C. **Construction Administration Services** – Provides for the Consultants to monitor the construction activities by the selected CMAR during the projected (12) month construction period by attending bi-weekly site visits to observe the work for general compliance with the design intent, respond to contractor RFI's, review shop drawings and submittals, and provide periodic reports to City staff as the construction progresses. Upon successful completion of construction, the Consultant will review the work and prepare a punch-list for the CMAR to complete. Upon completion, a final review and close out activities will be done resulting in a CO and contract close-out. The following typical services are included:

- Pre-construction meeting with CMAR and major subs
- LEED monitoring to insure compliance with LEED requirements.
- Attendance at bi-weekly site meeting to update Owner and others as to the progress of the work during the projected (12) month construction period
- Special Inspections by Consultants as required by permitting Agencies
- Respond to RFI's to assist and clarify the documents where needed.
- Review and approve submittals and shop-drawings to insure compliance with project requirements.
- Prepare punch-list review.
- Provide final project review and review required close-out documents, including warranties and maintenance documents.
- Provide record drawings based on as built documents provided by the CMAR.
- Review monthly payment applications from the CMAR for confirmation of work in place consistent with amounts being requested. Monthly project inspection of park and facilities by the architect only for a period of one year following substantial completion and coordination with City Project Manager and CMAR of warranty and punch list items.

## MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

In order to be eligible for evaluation all firm(s) responding to this RFP must demonstrate and submit with firm's response all of the Minimum Qualification Requirements (MQRs) stated below. Proposing firm(s) must meet the MQRs stated below in order to be eligible for evaluation of their response/submittal. If firm is proposing work to be provided by more than one (1) firm, **all proposed firms** must meet and provide the MQRs with the response/submittal.

Provide a section with your firm's response labeled "Minimum Qualification Requirements" addressing all items stated below by #.

**Your firm's non-compliance to the outline below will hinder the Evaluation Committee's ability to find the responses of the MQRs to the RFP and could cause your firm to be determined non-responsive and disqualified and not be further evaluated. Ensure the MQRs below are easily found and clearly addressed within your firm's response and for all proposed firms.**

1. Minimum Completed # of Projects:

In order for your firm's response to be considered, proposed firm(s) must have completed two (2) projects of similar scope as the Prime Architect/Engineer as referenced in this RFP. Your firm must provide the response to meet this MQR, item 1, by completing the tables below.

**Name of the Project # 1****Location of the Project:****Project Size:****Role/Services your company provided:****Owner's budget:****Final Construction Budget:****Total Amount of approved change orders  
added to the project:****Date construction was complete:****Were you the prime A/E Firm:****Was the project LEED or Green certified? If  
so what was the certification level?****Project Amenities**

**Name of the Project # 2****Location of the Project:****Project Size:****Role/Services your company provided:****Owner's budget:****Final Construction Budget:****Total Amount of approved change orders  
added to the project:****Date construction was complete:****Were you the prime A/E Firm:****Was the project LEED or Green certified? If  
so what was the certification level?****Project Amenities**

2. Years in Business:

Proof of years in business must be provided by submitting a copy of the firm's Sunbiz. The Sunbiz for the firm must show a date filed of eight (8) years. The website for Sunbiz is Sunbiz.org. The incorporated "date filed" must show year 2007 or earlier.

Also please check the box that applies below:

- ☐ Yes, this firm has eight (8) years of incorporation.
- ☐ No. The firm does not has eight (8) years of incorporation.

3. Licenses:

Proposed firm(s) is licensed under Florida Statutes 471 and 481. All proposed firm(s) must provide proof with submission. [Insert copies of all licenses here.]

4. Firm's LEED Experience:

Provide a letter on your firm's letterhead indicating your firm has a minimum of one (1) completed project which has achieved a LEED or equivalent green building certification or is in progress of completing a LEED certification, by date of submission of proposals, for similar services, as requested in this RFP.

5. Staff LEED Experience:

- a. Provide a letter on your firm's letterhead indicating the number of staff holding a LEED AP designation or other equivalent green building certification.
- b. Provide a letter on your firm's letterhead indicating that at least one (1) of the staff proposed to be assigned to this Project shall have a LEED AP or equivalent Green Building Certification.

Attach letter indicating staff assigned to project holding LEED AP designation or equivalent here.

**All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at [www.cohb.org/solicitationnotifications](http://www.cohb.org/solicitationnotifications).**

## ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 37,000 off-season with an increase in population to approximately 50,000 during season. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

## INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide five (5) thumb drives with your firm's submittal.

Section II, Proposal Format, outlines the format to be followed for responses to this RFP. Submittals shall not exceed a total of 100 pages in length.

## REFERENCES:

The City will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference form will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide five (5) verifiable references for projects of similar size, scope and complexity that have been completed by your firm within the last ten (10) years which demonstrate the experience of the firm and the team that will be assigned to provide services as required and as outlined in this RFP. The period of time for meeting the requirement of ten (10) years shall be from February 1, 2005.

The five (5) references shall be project client/owners.

Each firm must provide the references in the chart below for each of the references provided and ensure that the contact information you are providing has an up to date email address and will be accessible and able to respond to the request for reference.

The reference contacts provided in your proposal will receive, via email, a *Reference Form* to complete. Please make sure that the references listed in your firm's proposal are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date. Emails provided that are no longer in service and/or for which references are not

received by the deadline requested will cost your firm's full receipt of the reference points as outlined.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form via email from the City of Hallandale Beach to complete by a deadline date.

Note: Incomplete or partial responses to all items requested above will result in the loss of points for this criteria.

**Your firm's response for the provision of the references must be provided on a separate page containing the information from the chart below.**

REFERENCE FORM	PROJECT CLIENT OWNERS				
	PROJECT REF. #1	PROJECT REF. #2	PROJECT REF. #3	PROJECT REF. #4	PROJECT REF. #5
AGENCY/ORGANIZATION NAME					
AGENCY/ORGANIZATION ADDRESS					
NAME OF PERSON PROVIDING REFERENCE INFORMATION					
PHONE NUMBER					
E-MAIL ADDRESS					
REFERENCE PROJECT DESCRIPTION/ NAME OF PROJECT					
PROJECT ADDRESS					
BRIEF DESCRIPTION/SCOPE OF WORK					
COMPANY ROLE					
DATE PROJECT COMPLETED OR ANTICIPATED TO BE COMPLETED					
SIZE OF PROJECT (GROSS SF CONSTRUCTION)					
ORIGINAL OWNERS BUDGET					
COMMENTS					

## I. DEFINITIONS

**“Award”** means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.

**“City”** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

**“Contract” and “Contract Documents”** means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

**“Consultant”** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Local City of Hallandale Beach Vendor”** pursuant to Chapter 23, Procurement, Section 23-3 of the Code of Ordinances of the City of Hallandale Beach, Florida.

**“Notice to Proceed”** means the written notice given by the City to the Consultant of the date and time for work to start.

**“Project Manager”** means the Consultant’s representative authorized to make and execute decisions on behalf of the Consultant.

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**“Proposal Documents”** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

## CONTRACT TERMS

The term of the Agreement shall be concurrent with the design and construction of the project.

The Consultant shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

## **II. PROPOSAL FORMAT: The following format must be followed by firms submitting responses to the RFP.**

**All firms must submit a sealed envelope with their submission labeled: RFP # FY 2015-2016-010 Architectural and Engineering Services (CCNA) Golden Isles Tennis Center and Golden Isles Park:**

This envelope is to include five (5) thumb drives that contain the information requested below, items 1-13 below. Firm(s) are to submit this information/responses only on five (5) thumb drives that are searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test each thumb drive before it is submitted. Firm(s) must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide five (5) thumb drives with your firm's submittal.

In order to be eligible for evaluation all firm(s) responses to this RFP must demonstrate and submit with firm's response all of the Minimum Qualification Requirements (MQRs) stated below. Proposing firm(s) must meet the MQRs stated below in order to be eligible for evaluation of their response/submittal. If firm is proposing work to be provided by more than one (1) firm, **all proposed firms** must meet and provide the MQRs with the response/submittal.

All firms that have met the MQRs will have their proposals reviewed by the evaluation committee and oral presentations may be required. After ranking, the evaluation committee may select and short list no less than the three (3) top ranked firms.

**The outline for items # 1 through # 13 below must be followed. Firm's non-compliance to the outline below will hinder the Evaluation Committee's ability to find the responses to the RFP and could cost your firm(s) points for information that is not easily found.**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1-13 represent the criteria against which proposals will be evaluated.

**1. Title Page**

Provide the RFP # and title, the firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided and will be contacted by the City. If the proposed submittal is made up of more than one (1) firm, provide only one (1) contact person for the entire response.

**2. Table of Contents**

Include clear identification of the material by section and by page number.

**3. Transmittal Letter**

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

**4. Minimum Qualification Requirements (MQRs)****a. Minimum Completed # of Projects:**

In order for your firm's response to be considered, proposed firm(s) must have completed two (2) projects of similar scope as the Prime Architect/Engineer as referenced in this RFP. Your firm must provide the response to meet this MQR, item 1, by completing the tables below.

**Name of the Project # 1****Location of the Project:****Project Size:****Role/Services your company provided:****Owner's budget:****Final Construction Budget:****Total Amount of approved change orders  
added to the project:****Date construction was complete:****Were you the prime A/E Firm:****Was the project LEED or Green certified? If  
so what was the certification level?**

**Project Amenities**

--

**Name of the Project # 2:**

--

**Location of the Project:**

--

**Project Size:**

--

**Role/Services your company provided:**

--

**Owner's budget:**

--

**Final Construction Budget:**

--

**Total Amount of approved change orders  
added to the project:**

--

**Date construction was complete:**

--

**Were you the prime A/E Firm:**

--

**Was the project LEED or Green certified? If so  
what was the certification level?**

--

**Project Amenities**

--

b. Years in Business:

Proof of years in business must be provided by submitting a copy of the firm's Sunbiz. The Sunbiz for the firm must show a date filed of eight (8) years. The website for Sunbiz is Sunbiz.org. The incorporated "date filed" must show year 2007 or earlier.

Also please check the box that applies below:

- ☐ Yes, this firm has eight (8) years of incorporation.
- ☐ No. The firm does not has eight (8) years of incorporation.

c. Licenses:

Proposed firm(s) is licensed under Florida Statutes 471 and 481. All proposed firm(s) must provide proof with submission. [Insert copies of all licenses here.]

d. Firm's LEED Experience:

Provide a letter on your firm's letterhead indicating your firm has a minimum of one (1) completed project which has achieved a LEED or equivalent green building certification or is in progress of completing a LEED certification, by date of submission of proposals, for similar services, as requested in this RFP.

e. Staff LEED Experience:

- i. Provide a letter on your firm's letterhead indicating the number of staff holding a LEED AP designation or other equivalent green building certification.
- ii. Provide a letter on your firm's letterhead indicating that at least one (1) of the staff proposed to be assigned to this Project shall have a LEED AP or equivalent Green Building Certification.
- iii. Attach letter indicating staff assigned to project holding LEED AP designation or equivalent here.

5. **Professional Licenses and Certifications**

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

All Architects, Engineers must be licensed by the State of Florida and maintain certification and be in good standing with the Department of Business and Professional Regulation.

**6. Firm's Qualifications and Experience**

1. Proposers must provide a description of the firm, including the size, range of activities, strength, stability, experience, awards, recognitions, etc.
2. Particular emphasis shall be given as to how the firm's experience in similar project scope and complexity will be directly beneficial to the City in the construction of the project. Firm must provide this information by using the following format:

<b>Name of the Project</b>
<b>Location of the Project:</b>
<b>Project Size:</b>
<b>Role/Services your company provided:</b>
<b>Owner's budget:</b>
<b>Final Construction Budget:</b>
<b>Total Amount of approved change orders added to the project:</b>
<b>Percent of Change orders that were directed:</b>
<b>Date construction was complete:</b>
<b>Were you the prime A/E Firm:</b>

**Was the project LEED or Green certified? If so what was the certification level?**

**Comments**

3. Describe what unique and extraordinary skills or qualifications your firm brings to this Project, including industry “Best Practices”. How would the selection of your firm add value to the Project?
4. Describe your company’s resources and capabilities with respect to scheduling (specific computer programs), cost control, quality control and project coordination with sub consultants as well as the City.
5. Describe your firm’s experience with green building practices and identify any Green Building Council (LEED) approved projects your firm has completed or is in progress of completing and the number of local office staff with a LEED AP certification.
6. The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the staff to be employed for the City’s Project on a full-time basis.
7. Provide a list of government and private clients your firm has under contract through 2015. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.
8. Describe your firms experience with the design of tennis facilities.

**7. Team’s Experience/Qualifications**

Identify the key personnel to be assigned on this Project and their qualifications. Provide brief resumes of key persons to be assigned to the project and their respective responsibilities, including, but not limited to:

- 1) Name and title.
- 2) Organizational Chart
- 3) Job assignment performed for other projects.
- 4) Percentage of time to be assigned full time to this Project.
- 5) How many years with firm providing the response.

- 6) How many years with other firms
- 7) Experience
  - a) Types of projects
  - b) Size of projects (dollar values, square footage, etc.)
  - c) Tasks performed on the specific projects
  - d) LEED AP qualification
- 8) Education.
- 9) Other experience and qualifications relevant to this Project.

#### **8. Past Performance (References)**

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date. Undeliverable emails no longer in service and/or not working, as well as, no responses provided to the request will cost your firm points allotted for this criteria.

Each firm responding to this RFP must provide five (5) verifiable references for projects of similar size, scope and complexity that have been completed by your firm within the last ten (10) years which demonstrate the experience of the firm and the team that will be assigned to provide services as required by this Project. The period of time for meeting this requirement of ten (10) years shall be from February 1, 2005.

References shall be project client/owners for which your firm has provided Architectural Consulting Services. **Your firm's response for the provision of the references must be provided on a separate page containing the information from the chart below.**

REFERENCE FORM	PROJECT CLIENT OWNERS				
	PROJECT REF. #1	PROJECT REF. #2	PROJECT REF. #3	PROJECT REF. #4	PROJECT REF. #5
AGENCY/ORGANIZATION NAME					
AGENCY/ORGANIZATION ADDRESS					
NAME OF PERSON PROVIDING REFERENCE INFORMATION					
PHONE NUMBER					
E-MAIL ADDRESS					
REFERENCE PROJECT DESCRIPTION/ NAME OF PROJECT					
PROJECT ADDRESS					
BRIEF DESCRIPTION/SCOPE OF WORK					
COMPANY ROLE					
DATE PROJECT COMPLETED OR ANTICIPATED TO BE COMPLETED					
SIZE OF PROJECT (GROSS SF CONSTRUCTION)					
ORIGINAL OWNERS BUDGET					
COMMENTS					

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form via email from the City of Hallandale Beach to complete by a deadline date.

**9. Financial Capacity**

Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follow:

- A. Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.
- B. Ownership. Provide information on the form of ownership, principal owners, and length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

**10. Proposer's Approach to the Project**

In narrative and tabular format as appropriate, describe your firm's approach to:

- 1) Overall project management and coordination with the City, the Construction Manager At Risk and sub consultants
- 2) Site analysis and opportunities
- 3) Design approach and alternate analysis of plans and specifications
- 4) Constructability analysis
- 5) Cost estimating
- 6) Project scheduling
- 7) Quality Control/Quality Assurance
- 8) Brief description of experience working with LEED practices and protocols
- 9) Community Participation Process
- 10) Community Outreach
- 11) Clearly defined approach to provide a Community Benefit Plan preferably with partners clearly defined.

**11. Legal Proceedings**

There are no points for this information.

- A. Arbitrations; any arbitration demands filed by or against your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.
- B. Lawsuits: List all lawsuits filed by or against, your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

- C. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five (5) years concerning any labor practices by your firm. Identify the nature of any proceeding and its ultimate resolution. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health administration concerning the project safety practices of your company in the last five years. Identify the nature of any proceeding and its ultimate resolution.
- D. Bankruptcies: Has your firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

**12. Local City of Hallandale Beach Vendor Preference (LVP)**: *See Exhibit III for further details.*

**13. Community Benefit Plan** – *BONUS POINTS FOR THIS PROJECT, See Exhibit III for further details.*

### **III. PROPOSAL EVALUATIONS:**

**Criteria.** Proposal packages will be evaluated as stated below.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to City.

NUMBER	CRITERIA LISTED	MAXIMUM POTENTIAL POINTS
1.	FIRM'S QUALIFICATIONS AND EXPERIENCE	35
2.	TEAM'S EXPERIENCE/ QUALIFICATIONS	20
3.	PAST PERFORMANCE (REFERENCES)	10
4.	PROPOSER'S APPROACH TO THE PROJECT	25
5.	LOCAL CITY OF HALLANDALE BEACH VENDOR PREFERENCE*	(2.5-10)
	TOTAL POINTS **	100
BONUS	COMMUNITY BENEFIT PLAN	15

\*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10. (See Exhibit III)

\*\*Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference. (See Exhibit III)

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms the Evaluation Committee determines be invited to this process. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

CCNA – Architectural and Engineering Services  
Golden Isles Tennis Center and Golden Isles Park  
Exhibit I – Scope of Services

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**SUBMITTAL DUE DATE:****RESPONSES ARE DUE: BY NO LATER THAN APRIL 8, 2016 BY 11:00AM.****RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:**

CITY OF HALLANDALE BEACH  
The Name of Your Firm  
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES  
400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR  
HALLANDALE BEACH, FL 33009  
TITLED: RFP # FY2015-2016-010  
CCNA – ARCHITECTURAL AND ENGINEERING SERVICES GOLDEN ISLES TENNIS CENTER  
AND GOLDEN ISLES PARK

**NON-MANDATORY PRE-PROPOSAL CONFERENCE:**

The Pre-Proposal Conference is held to explain in detail Exhibits I-III, which makes up the RFP for this project. It is strongly encouraged that firms interested in proposing to this RFP attend the Pre-Proposal Conference. The Pre-Proposal Conference presents the opportunity for firms to clarify anything within the RFP and to ask questions directly to City Staff. The Procurement Department recommends that firms attend the Pre-Proposal Conference as a tool to be successful in responding to the City's projects.

Non-Mandatory Pre-Proposal Conference is being held **March 7, 2016 at 1:30 pm.**, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.

**LAST DAY FOR QUESTIONS:**

Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than **March 14, 2016 no later than 11:00 A.M.**

**BUDGET/FUNDING AVAILABLE FOR THIS PROJECT:**

Estimated direct construction cost of the Golden Isles Tennis Center and Golden Isles Park Project is \$5 million

**TENTATIVE SCHEDULE:**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

RFP ADVERTISING DATE	FEBRUARY 19, 2016
RFP DOCUMENT RELEASED	FEBRUARY 19, 2016
NON-MANDATORY PRE-PROPOSAL CONFERENCE	MARCH 7, 2016 1:30 PM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN , MARCH 14, 2016 BY NO LATER THAN 11 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	APRIL 8, 2016 BY NO LATER THAN 11 AM
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	APRIL 15 THROUGH MAY 31, 2016
ORAL INTERVIEWS – (IF REQUIRED)	APRIL 15 THROUGH MAY 31, 2016
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

**QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

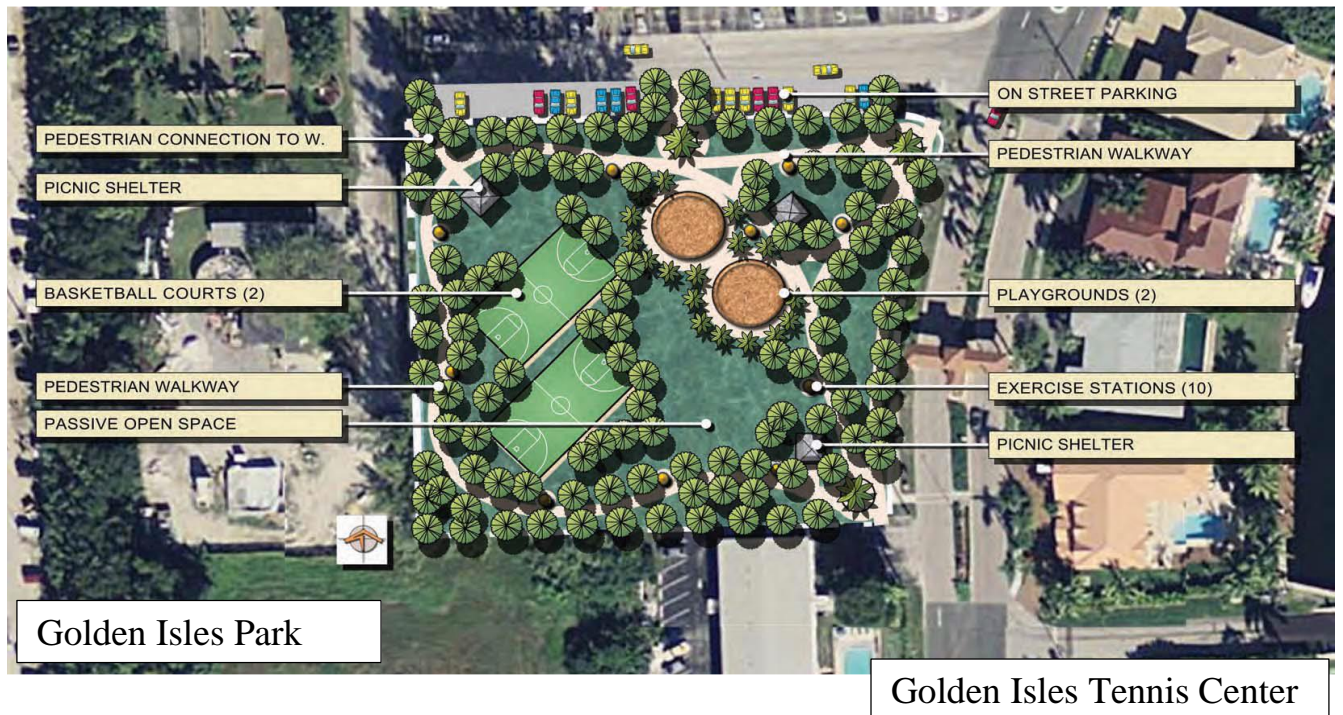
## **INSURANCE REQUIREMENTS:**

The awarded firm(s) will be required to obtain and maintain the insurance requirements as set forth in the attached agreement, for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

The awarded firm shall furnish the required Certificate(s) of Insurance within the time specified in the Notification provided by the Procurement Department. The requirements for insurance are stated in Exhibit II, Article 5.

CCNA – Architectural and Engineering Services  
Golden Isles Tennis Center and Golden Isles Park  
Exhibit I – Scope of Services

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**EXHIBIT A – CONCEPTUAL DESIGN**



**REQUEST FOR PROPOSAL  
(RFP) # FY 2015-2016-010**

**CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)  
ARCHITECTURAL AND ENGINEERING SERVICES  
GOLDEN ISLES TENNIS CENTER AND  
GOLDEN ISLES PARK**

**EXHIBIT II TERMS AND CONDITIONS  
FORMS AND AGREEMENT**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
CITY MANAGER'S OFFICE  
OFFICE OF CAPITAL IMPROVEMENT  
PROCUREMENT DEPARTMENT**

## **I. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

## **II. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

### **1. CONE OF SILENCE:**

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
  - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
  - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;

- (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
  - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;
  - (4) Emergency procurements;
  - (5) Communications with the City Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
  - (8) Bid waivers;
  - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and
  - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and his/her staff, and the mayor and city commission and their staff.
- (d) *Procedure.*
  - (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her

designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised

solicitation a statement disclosing that the solicitation is subject to the cone of silence.

- (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
  - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

## **2. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

### **Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

### **Contracts**

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

### **Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - 1. Where only one (1) solicitation response is received.

2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

### **3. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City and lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$50.00 shall be paid to the City for annual lobbyist registration.

### **4. SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

### **5. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by City Commission until such time as the City Commission approves award of contract.

### **6. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall

be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

#### **7. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

#### **8. PERFORMANCE:**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

#### **9. DELIVERY:**

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

**10. DEFAULT PROVISION:**

In case of default by the successful firm the City may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

**11. COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**12. TAXES:**

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

**13. FAILURE TO SUBMIT PROPOSAL:**

If your firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your firm's name will be removed from the City's bid mailing list.

**14. SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

**15. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

**16. RESERVATION FOR REJECTION AND AWARD:**

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

**17. OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

**18. INSPECTION OF FACILITIES / SITE VISIT:**

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

**19. PROPOSER'S COSTS:**

The City shall not be liable for any costs incurred by proposers in response to the RFP.

**20. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## **21. PROTEST PROCEDURES:**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

### **(1) Time for Protest**

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

### **(2) Form and Content of Protest**

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

## **22. QUALIFICATIONS OF PROPOSER:**

Proposals shall be considered only from firms normally engaged in performing the type of work specified within the RFP Project Document. The firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of Proposer or firm to promptly supply information in connection with an inquiry with respect to

responsibility may be grounds for determination of non-responsibility with respect to such Proposer or firm.

### **23. TAX SAVINGS DIRECT PURCHASES (TSDP)**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes.

The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

### **24. CONFLICT OF INTEREST**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section, Exhibit II. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

## **FORMS**

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL FORMS WITH  
THE FIRM'S SUBMITTAL.**

**ALL FIRMS THAT ARE SUBMITTING A RESPONSE TO THIS RFP, EITHER  
THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL,  
ETC. MUST SIGN  
AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS RFP**

CCNA

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AND GOLDEN ISLES PARK

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to [procurement\\_department@cohb.org](mailto:procurement_department@cohb.org).

\_\_\_\_\_ HAVE RECEIVED THE RFP

(COMPANY NAME)

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


COMPLETE INFORMATION BELOW:

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

**RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:**

**CITY OF HALLANDALE BEACH**

**PROCUREMENT DEPARTMENT**

**400 SOUTH FEDERAL HIGHWAY, ROOM 242**

**HALLANDALE BEACH, FL 33009**

**TITLED: RFP # FY 2015-2016-010 CCNA A & E GOLDEN ISLES TENNIS CENTER AND  
GOLDEN ISLES PARK**

[illegible]

**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

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

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

<b>CITY'S PAYMENT METHOD</b>
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The City of Hallandale Beach requires the acceptance of the following e-payable method for all work/services rendered as a result of the award of this solicitation.

E-payables – it is an electronic method of payment. Vendors are provided a credit card by the City's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt and approval.

**PUBLIC ENTITY CRIME FORM****SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2016

**Domestic Partnership Certification Form**

**This form must be completed and submitted with your firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- ☐ **1.** The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ **2.** The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
  - ☐ The firm's price for the contract term awarded is \$50,000 or less.
  - ☐ The firm employs less than five (5) employees.
  - ☐ The firm does not provide benefits to employees' spouses nor spouse's dependents.
  - ☐ The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - ☐ The firm is a government entity.
  - ☐ The contract is for the sale or lease of property.

CCNA

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- 
- ☐ The covered contract is necessary to respond to an emergency.
- ☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, \_\_\_\_\_, \_\_\_\_\_  
 Name of authorized Officer per Sunbiz Title

of \_\_\_\_\_  
 Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

\_\_\_\_\_  
 Signature Print Name

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
 (type of ID)

\_\_\_\_\_  
 Signature of Notary Commission expires

\_\_\_\_\_  
 Print Name of Notary Public

Seal Below:

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**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

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**1. Name of firm submitting a response to this RFP.**

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**2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.**

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**3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.**

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**4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.**

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**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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**5.**

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Signature of person/firm

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Date

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified 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, 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 1893 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 this section.

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

DATE:	BIDDER'S SIGNATURE:
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CCNA

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GOLDEN ISLES TENNIS CENTER

AND GOLDEN ISLES PARK

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**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

\_\_\_\_\_  
**(TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)**

**for**

---

**RFP # FY 2015-2016-010 CCNA ARCHITECTURAL ENGINEERING SERVICES  
FOR GOLDEN ISLES TENNIS CENTER AND GOLDEN ISLES PARK**

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

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONSULTANT." (TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)

WHEREAS, At the XXXXXXXXXXXX, 2016 City Commission Meeting the City Commission adopted Resolution # \_\_\_\_\_ awarded through RFP # FY 2015-2016-010 CCNA Architectural and Engineering Services Golden Isles Tennis Center and Golden Isles Park; authorizing the City Manager to execute an agreement with \_\_\_\_\_ for the services stipulated in the RFP; and

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

#### **ARTICLE 1**

##### **TERM**

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end 365 days after receipt of substantial completion of the construction phase of the project ( See attached Exhibit C: Project Schedule will be inserted prior to execution of this agreement); provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

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

The CITY has employed the CONSULTANT to provide the scope of services as set forth in the attached Exhibit A. The services to be provided include the scope of work in RFP # FY 2015-2016-010 CCNA Architectural and Engineering Services for Golden Isles Tennis Center and Golden Isles Park, which is hereby incorporated and made part of the is agreement by reference and the Proposal submitted by CONSULTANT, which is hereby incorporated and made part of this Agreement by reference.

**Community Benefit Plan (If applicable)**

Per CONSULTANT's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONSULTANT must provide, on an annual basis, and no later than January 1<sup>st</sup> of each Calendar year, the following information:

CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit "B".

**Community Benefit Plan Monthly Reporting**

Per CONSULTANT's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONSULTANT must provide, on an annual basis, and no later than the 1st of each month, the following information:

- 1) List of Community Benefit Plan activities for the month by providing:
  - a) Project Name;
  - b) Purchase Order
  - c) Amount for the Project;
  - d) detailed Community Benefit Plan activity(ies) for the month.

- 2) Information to be provided to:

Human Services Department  
Attn: HOP Program Administrator  
City of Hallandale Beach

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Hepburn Center

OB Johnson Address Hallandale Beach, Florida, 33009

\*\*\* With a copy to the Project Manager(s)

### **Local City of Hallandale Beach Vendor Preference**

CONSULTANT has been granted LVP as per Proposal submitted Exhibit C. CONSULTANT includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

### **ARTICLE 3**

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONSULTANT, any sub-contractors, their employees,

agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **ARTICLE 4**

#### **PERSONNEL**

**4.1 Competence of Staff.** The CONSULTANT agrees to provide and assign the following

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

## **ARTICLE 5**

### **INSURANCE REQUIREMENTS**

#### **PROFESSIONAL SERVICES AGREEMENT**

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

**Commercial General Liability** CONSULTANT agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** CONSULTANT agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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**Worker's Compensation Insurance & Employers Liability** CONSULTANT agrees to maintain

Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Professional Errors & Omissions Liability.** CONSULTANT agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate... The CONSULTANT agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The CONSULTANT agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

**Additional Insured** CONSULTANT agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

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

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

City of Hallandale Beach  
 Risk Manager  
 400 South Federal Highway  
 Halladale Beach, FL 33009

**Umbrella or Excess Liability.** CONSULTANT may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

## **ARTICLE 6**

### **COMPENSATION**

6.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by

CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.

CONSULTANT shall provide and pay a livable wage for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONSULTANT shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONSULTANT shall at all times maintain good discipline and order at the site.

## **6.2 METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. All invoice/pay applications shall be submitted electronically to the assigned Project Manager.

CONSULTANT has accepted the following payment term for payment of all work provided during this CONTRACT:

E-payables – it is an electronic method of payment. Vendors are provided a credit card by the City's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt.

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

6.4 Payment shall be made to CONSULTANT at:

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## **ARTICLE 7**

### **TERMINATION**

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

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

7.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 RIGHTS IN DOCUMENTS AND WORK**

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

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**8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

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

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

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

**8.3 PUBLIC ENTITY CRIME ACT**

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

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

**8.4 INDEPENDENT CONSULTANT**

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

**8.5 THIRD PARTY BENEFICIARIES**

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

**8.6 NOTICES**

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

**City of Hallandale Beach**

City Manager

400 South Federal Highway

Hallandale Beach, FL 33009

**With Copy to:**

Office of Capital Improvements

Attn: Capital Projects Manager

400 S Federal Highway

Hallandale Beach, FL 33009

**And:**

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

**Consultant:**

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#### **8.7 ASSIGNMENT AND PERFORMANCE**

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

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

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

#### **8.8 CONFLICTS**

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible

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with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

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

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

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

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

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

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

#### 8.11 **SEVERANCE**

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

**8.12 JOINT PREPARATION**

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

**8.13 PRIORITY OF PROVISIONS**

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

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

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

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

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

8.16 **PRIOR AGREEMENTS**

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

8.17 **PAYABLE INTEREST**

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

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

**8.18 INCORPORATION BY REFERENCE**

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

**8.19 REPRESENTATION OF AUTHORITY**

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

**8.20 MULTIPLE ORIGINALS**

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

**ARTICLE 9****NONDISCRIMINATION, EQUAL OPPORTUNITY****AND AMERICANS WITH DISABILITIES ACT**

9.1 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation

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(Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

CCNA

EXHIBIT II

ARCHITECTURAL AND

TERMS CONDITIONS AND FORMS

ENGINEERING SERVICES

GOLDEN ISLES TENNIS CENTER

AND GOLDEN ISLES PARK

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**9.2 Domestic Partner Benefits Requirement**

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (v) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (vi) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (vii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (viii) The City may retain all monies due or to become due until the Contractor complies with this section.

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

ATTEST:

**CITY**

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
Mario Bataille, CITY CLERKBy \_\_\_\_\_  
Daniel Rosemond, CITY MANAGER

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. Lynn Whitfield, CITY ATTORNEY

CCNA

EXHIBIT II

ARCHITECTURAL AND

TERMS CONDITIONS AND FORMS

ENGINEERING SERVICES

GOLDEN ISLES TENNIS CENTER

AND GOLDEN ISLES PARK

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

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

**CONSULTANT**

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_  
Title Title

(Corporate Seal)

\_\_\_\_\_ Day of \_\_\_\_\_, 2016.



**REQUEST FOR PROPOSALS  
(RFP) # FY 2015-2016-010  
CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)  
ARCHITECTURAL AND ENGINEERING SERVICES  
GOLDEN ISLES TENNIS CENTER AND  
GOLDEN ISLES PARK**

**EXHIBIT III LOCAL VENDOR REFERENCE QUALIFICATIONS &  
COMMUNITY BENEFIT PLAN**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
CITY MANAGER'S OFFICE AND  
OFFICE OF CAPITAL IMPROVEMENT  
PROCUREMENT DEPARTMENT**

## LOCAL VENDOR PREFERENCE

### How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

The City of Hallandale Beach Procurement Code, Section 23-6, Local Vendor Preference (LVP) may be granted by application of the guidelines below.

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:

In order to grant the Local City of Hallandale Beach Vendor preference, the firm must submit the specified paper work/documents stated below and must provide the submittal of the LVP labeled as Exhibit A with all the following requirements for the firm(s), letters a-d below. Firm must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Exhibit A. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project work which equals to the project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

**Tier 1 LVP:**

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

Documentation to provide to receive LVP Tier 1:Business Tax Receipt (BTR) from Hallandale Beach:

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax receipt must be submitted with response to the solicitation.

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.

A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

**Tier 2 LVP:**

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax receipt shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

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Documentation to provide to receive LVP Tier 2:

Business Tax Receipt (BTR) from Hallandale Beach:

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

**Tier 3 LVP:**

A Tier 3 “local City of Hallandale vendor” shall mean a resident which has a valid homestead from Broward County Property Appraiser’s in the City’s limits at least one (1) year prior to the bid or proposal due date. Additionally, the resident owns a business outside of the City limits. The valid Business Tax Receipt shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the Business Tax Receipt must be submitted with response to the solicitation.

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser’s in the City’s limits must be provided with the submission. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation.

Business Tax Receipt (BTR) for the business from City business is conducting business:

Proof of the Business Tax Receipt from business outside City limits must be submitted with response to the solicitation. A valid Tax Receipt from the City in which the business is located must be provided with the submission. The Business Tax Receipt must have been issued at least one (1) prior to the bid or proposal due date.

### **Process to apply the Local Vendor Preference to Competitive proposal.**

The Procurement Department will review the submission of Exhibit A by the proposer and review of the proper documentation that has been submitted for the requested LVP tier, as well as, all requirements for the LVP. If the complete information/documentation/paperwork has been provided by the proposer, the Procurement Department will advise the evaluation committee to provide the following points to be awarded based on the tier applicability.

### **Evaluation Points – Local Vendor Preference**

The points shall be awarded as follows:

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

	<b>Total project work to be performed</b>	<b>Total Points awarded</b>
Tier 1 Local Vendor	100 % to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure percentage (%) of the Project Work to be provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, submitted and identified in the proposal.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- b) Any nonlocal business.
- c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
- d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

## COMMUNITY BENEFIT PLAN (CBP) BONUS POINTS

### WHAT IS A CBP:

**Please note that the submission of a CBP is encouraged but not required as detailed in this section.**

CBP is a required plan of action that firms must commit to in order to ensure that all projects in the City provide a form of tangible benefit to the community. As successful response must include a percentage commitment toward CBP activities. The CPB commitment must be an overall percentage (%) of the project cost.

Accordingly, proposers must demonstrate and provide a proposed CBP which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. A responsive CBP should include a well-defined approach that the selected firm will take to ensure the firm's Philanthropic participation in City-sponsored, Community based organizations and/or programs, such as the Police Athletic League (PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities must include, community outreach, mentoring, training and/or apprenticeships, or any other types of identifiable ancillary benefits for the community.

The CBP commitment must be an overall percentage (%) of the project cost. **Proposers who submit a CBP shall provide the response to the Community Benefit Plan please it as Exhibit B.**

**Please note that the submission of a CBP is encouraged but not required as detailed in this section. If firm(s) wish to provide a pledge for the CBP, below is the information that must be submitted.**

- A successful response must include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost.

### What is the evaluation committee responsibilities during evaluation of the CBP:

The evaluation committee appointed to review proposals is to grant the assigned points stated in the evaluation criteria grid to those firms that best meets the CBP for each project.

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What will the evaluation committee be looking for when reviewing the CBP:

The evaluation committee appointed to review proposals will be looking for written substantive, detailed information that addresses the two (2) main elements that apply to CBP, as detailed below.

**CBP Elements:**

The CBP is composed of two (2) main elements:

- 1) Workforce Utilization
- 2) Hallandale Beach Vendor Utilization

1) Workforce Utilization:

The successful CBP Plan must detail **how** the firm will maximize the utilization of Hallandale Beach Residents as a part of the project.

The plan should include:

- What specific actions steps will be taken to recruit and or train residents.
- How will the firm mobilize in the community to be successful in accomplishing the CBP.
- The evaluation committee will give firms greater emphasis to workforce utilization.

2) Hallandale Beach Vendor Utilization:

A successful CBP Plan must detail what incentives and/or business practice the firm is willing to put in place to maximize the utilization of Hallandale Beach Vendors.

***Example:***

*The contractor will host training for local subs to build capacity*

*The contractor will leverage relationships to assist in bid bond attainment*

*The contractor will provide local vendor preference regarding bid submittal*

As successful response must include a percentage commitment towards CBP activities. This commitment is an overall percentage of the project cost.

**Example:**

*ABC and Associates commits to a 30% community benefit plan commitment. The following sets forth how that commitment is proposed to be fulfilled.*

\* The City reserves the right to award higher points than stated below and such would be provided in the solicitation evaluation criteria.

The percentage of CBP stipulated by the firm in their proposal will be evaluated and the following points will be granted based on the Total project % of the total amount of project work pledged for CBP:

100%- 50% of total project work to be pledged to be for CBP	=	15 points *
49% - 20% of total project work to be pledged to be for CBP	=	10 points *
19% - 5% of total project work to be pledged for CBP	=	2.5 points *
4%-0% of total project work to be pledged for CBP	=	0 points

### What is the difference between LVP and CBP:

The Local Vendor Preference, as explained above, is granted if the appropriate and complete submission of the documents requested, as required by the specific Tier of LVP, is provided by the proposer with their proposal. The Procurement Department makes the determination, upon review of the paperwork/documents submitted by the requesting firm(s) for the applicable tier of LVP. In addition to the paper work/documentation that must be provided with the proposal, the proposer must clearly specify the information required as Exhibit A with the following information:

- The Tier applicability being required.
- The name of the company that meets the Tier applicability.
- Copy of the forms required to apply for the specific Tier preference.
- The percentage (%) of the total project work which equals to the % of project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.

The evaluation committee grants the LVP based on the review made by the Procurement Department of the correct submission of information, as well as, the correct % of project work to be granted per Tier definition of LVP.

### **COMMUNITY BENEFIT PROGRAM**

The following outlines the City's Community Benefit Program, its origin, the evolution of the program, lessons learned, and suggested changes moving forward. The objective of the Community Benefit Program is to create a tangible sustainable community impact after the project is complete by capitalizing on the significant upswing in development in the City.

### **HOW THE COMMUNITY BENEFIT PROGRAM BEGAN**

The City of Hallandale Beach began the implementation of a Community Benefit Program (CBP) in 2011 with the Foster Park Community Center Project. That project was used as a pilot to assess the effectiveness of such a program. The analysis of the project concluded that CBP was feasible in a City of our size. The Foster Park Community Center also provided great experience on ways to modify the program for future projects.

On May 15, 2013, the City codified the Community Benefit Program under Section 23-3 of the City's Code of Ordinance by setting forth the definition of what a Community Benefit Plan is:

#### ***Sec. 23-3. - Definitions.***

\* \* \*

*Community benefit plan means a plan that may be required for capital construction projects if it meets the feasibility threshold as established by policy. When a solicitation requires it proposers must demonstrate and provide a proposed community benefit plan which has identifiable and observable community benefits for the community surrounding the project and the city. The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. The city manager may only waive this requirement if the highly technical nature of the work makes the community benefit component unfeasible.*

During the adoption of the ordinance, the City Commission established the feasibility threshold to determine when a Community Benefit Plan is required for certain projects and when it is optional. The threshold established requires the inclusion of a CBP for all Capital Improvement Projects over \$1 Million. CBPs are encouraged for all non-Capital Projects, as well as Capital Improvements Projects less than \$1 Million.

Currently the program operates as follows:

Within all Request for Proposals, the City requires all responses to include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost (contract cost). This percent commitment creates a fair and equitable objective evaluation of the proposed CBP in the evaluation process. The points assessed by the percent commitment is calculated as follows:

**Request for Proposals**

CBP is required when the solicitation is \$1 Million or greater:

100%-50% = 25 points  
49%-20% = 20 points  
19%-5% = 15 points  
4%-0% = 0 points

CBP receives bonus points when solicitation is less than \$ 1 Million:

100%-50% = 15 points  
49%-20% = 10 points  
19%-5% = 2.5 points  
4%-0% = 0 points

The following provides an example of how the above is applied:

The City releases a RFP for a project whose **contract value** is estimated to be over \$1 Million. Contractor A submits a response proposal and meets the minimum qualifications set forth in the RFP. Within Contractor A's proposal, that firm commits to ensuring that their Community Benefit Plan will equate to at least 25% of the Project Cost. Contractor A will receive 20 points under that evaluation criterion (since CBP commitment is between 49% and 20%). Each member of the evaluation committee will award 20 points for Contractor A under the Community Benefit Plan evaluation criteria.

The same calculation applies for project under \$1 Million; however, in a project with an estimated contract value less than \$1 Million, Contractor A would receive 10 points (since CBP commitment is between 49% and 20%). Those points are awarded as bonus points above the 100 possible points.

### **IMPLEMENTATION OF A COMMUNITY BENEFIT PLAN (CBP)**

City contracts who have a Community Benefit Plan shall be monitored by the Hallandale Opportunity Project, a City program within the Human Services Department. The Hallandale Opportunity Project (HOP) serves as the Workforce Development Initiative for the City of Hallandale Beach. HOP has oversight of the City's Community Benefit Program and manages projects and programs that support residents prepare for careers and strengthen the workforce for employers. It administers workforce development funds and coordinates providers of job training and education programs to meet the needs of residents and employers.

### **1. WHAT IS A LOCAL VENDOR AND HOW IS LOCAL VENDOR PARTICIPATION CALCULATED**

As provided in the Code of Ordinance, in order to be considered local a subcontractor/vendor must fall into one of the three tier categories:

- Tier 1: Homestead Resident and Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 2: Hallandale Beach Business Tax Receipt greater than 1 year
- Tier 3: Homestead Resident and Business Tax Receipt greater than 1 year outside of the City

The intent of the tiered system is to provide a greater benefit to Tier 1 (those individuals who both live and work in the city, followed by those businesses who are located in the City, followed by individuals who reside in the City). Therefore, Contractor shall calculate the use of local vendor participation utilizing the following calculation:

- Tier 1: 100% dollar value
- Tier 2: 75% dollar value
- Tier 3: 50% dollar value

An example of how to calculate based on the above tiers is as follows:

Local Vendor Participation				
Contracted Amounts				
	Tier 1	Tier 2	Tier 3	Non-Tier
General Condition (GC)		\$ 3,206,135.40		
General Contractor		\$ 535,521.80		
Electric				\$ 246,580.00
Earthwork				\$ 432,982.75
Demolition		\$ 1,853,224.45		
Landscape				\$ 311,761.86
Fencing				\$ 73,485.00
Low Voltage			\$ 321,300.84	\$ 343,699.16
Field House		\$ 278,971.00		
Paving				\$ 17,264.00
Striping				\$ 7,896.50
Concrete				\$ 233,112.50
Vertical Construction	\$ 60,000.00			\$ 4,839,238.00
Total	\$ 60,000.00	\$ 5,873,852.65	\$ 321,300.84	\$ 6,506,019.77
Total all Tiers	\$ 12,761,173.26			

Tiered CBP (100/75/50)		
\$ amt of %	% allocation	Tier
\$ 2,404,601.55	75%	Tier 2
\$ 401,641.35	75%	Tier 2
\$ -	0%	Non Local
\$ -	0%	Non Local
\$ 1,389,918.34	75%	Tier 2
\$ -	0%	Non Local
\$ -	0%	Non Local
\$ 160,650.42	50%	Tier 3 *Partial
\$ 139,485.50	75%	Tier 2
\$ -	0%	NonLocal
\$ -	0%	Non Local
\$ -	0%	Non Local
\$ 60,000.00	100%	Tier 1 * Partial
\$ 4,556,297.16		
	Total CBP Tiered	\$ 4,556,297.16
	CBP % of Contract	35.70%

## 2. CONTRACTUAL LANGUAGE REQUIREMENT FOR CONTRACTOR AND ALL SUBCONTRACTORS

**Illustration A:**

There are several organizational tiers involved in construction projects. The City contractually requires the contracting entity, whether the Developer or Construction Manager, to provide a CBP commitment. However, it is rare nor the intention of the program to fulfill the entire CBP commitment through that one contracting entity. Therefore, all the tiers (see Illustration A) must participate in the commitment for success of the project and to achieve the CBP's overall goal to create a "sustainable tangible impact to the Community after the project is complete."

The definition of CBP with the Code of Ordinance includes the language which reinforces this concept of not only the participation of the contractor but the subcontractor as well:

*The benefits should include the approach for ensuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community.*

As a result, the following language (or similar language to be negotiated) the following language shall be included in all subcontractor agreement between the Construction Manager and subcontractors:



---

*[Insert Contractor name] requires that all subcontractors commit to supporting the City of Hallandale Beach Community Benefit Program. Subcontractors will be required to commit TBD% of their total contract value to hiring local Hallandale Beach vendors and residents. A list of local vendors and residents that your firm intends to hire MUST be submitted with your company's bid documents by completing Exhibit XX.*

*The following information MUST be included in Exhibit XX and submitted with the bid package:*

- *Local Vendors: company name, address, phone, contact, copy of business tax license, scope of work and value.*
- *Local Residents: resident name, address, phone, copy of driver's license, scope of work, pay rate, projected hours assigned to project.*
- *Acknowledgment: an authorized company official must sign and have notarized Exhibit XX to acknowledge that you understand and commit to the requirements of the described Community Benefit Plan.*

### **3. DEFINITION OF WORKFORCE**

The intent of the CBP is to create a sustainable tangible impact to the Community after the project is complete.

Local workforce shall be defined as follows:

*Local Workforce shall be defined as any worker that is directly working on the project, either during construction or in operations after construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employments beyond the term of the project, etc.*

#### **4. DEFINITION OF CBP CALCULATION**

The CBP commitment is an overall percentage (%) of the project cost. The total percent CBP commitment with the RFP is contractually placed within the approved contract. The calculation of that percent commitment has not been defined and it's being calculated on a project by project basis. Using the example of Table 1 above. The contractor committed to 50% CBP in their request for proposal submission. The contractor's CBP commitment in the contract is as follows:

- 50% local vendor/subcontractor utilization
- 33% local workforce utilization
- Other

Therefore, when determining if the contractor met their 50% CBP, as committed in the RFP, that percent calculation would be the financial sum of the components above.

#### **5. MONITORING AND REPORTING OF CBP**

Contractor shall provide a monthly CBP report to the City's HOP Administrator, in a format to be provided by the HOP Administrator. Contractor shall provide certified payroll which identifies the residential address of the local workforce. In addition, the City has retain an outside independent monitor who will be performing a financial and programmatic monitoring to ensure compliance with the CBP.



**REQUEST FOR PROPOSAL  
(RFP) # FY 2015-2016-010**

**CONSULTANT COMPETITIVE NEGOTIATION ACT  
(CCNA)  
ARCHITECTURAL AND ENGINEERING SERVICES  
GOLDEN ISLES TENNIS CENTER AND GOLDEN ISLES PARK**

**EXHIBIT B**

**REPORT OF GEOTECHNICAL EXPLORATION GOLDEN ISLES  
TENNIS COMPLEX AND DOG PARK**

**REPORT OF  
GEOTECHNICAL EXPLORATION**

**GOLDEN ISLES TENNIS COMPLEX AND DOG PARK  
424 LAYNE BOULEVARD  
HALLANDALE BEACH, FLORIDA**

**FOR**

**CITY OF HALLANDALE BEACH  
400 SOUTH FEDERAL HIGHWAY  
HALLANDALE BEACH, FLORIDA 33009**

**PREPARED BY**

**NUTTING ENGINEERS OF FLORIDA, INC.  
2051 NW 112<sup>TH</sup> AVE  
SUITE NO. 126  
MIAMI, FLORIDA 33172**

**PROJECT NO.: 213.16**

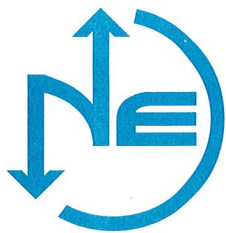
**JANUARY 2016**



*Geotechnical & Construction Materials  
Engineering, Testing & Inspection  
Environmental Services*

*Offices throughout the state of Florida*

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# Nutting Engineers

of Florida Inc. | Established 1967

*Your Project is Our Commitment*

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Fax: 305-824-8827  
Broward 954-941-8700  
Palm Beach 561-736-4900  
St. Lucie 772-408-1050  
[www.nuttingengineers.com](http://www.nuttingengineers.com)

January 19, 2016

Mr. Gregg Harris  
City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009  
Phone: (954) 451-3029  
Email: [gharris@cohb.org](mailto:gharris@cohb.org)

Subject: Report of Geotechnical Exploration  
**Golden Isles Tennis Complex and Dog Park**  
424 Layne Boulevard  
Hallandale Beach, Florida

Dear Mr. Harris,

Nutting Engineers of Florida, Inc. performed a geotechnical exploration for the proposed new construction at the above referenced site. The purpose of this exploration was to obtain information concerning the site and subsurface conditions at specific locations in order to provide site preparation and foundation design recommendations for support of the proposed construction. This report presents our findings and recommendations.

## PROJECT INFORMATION

Per your email dated December 15, 2015 and review of the conceptual site plan provided by your office, we understand that preliminary plans for this project include the construction of a restroom facility, pro shop area, and reconfiguring the existing tennis courts at the referenced site. Additional improvements included paved parking areas. We anticipate that final grades will be within one to two feet of existing grades.

We note that if any of our understandings or assumptions are incorrect, we should be notified so that we can re-evaluate our analysis and may amend our recommendations accordingly.

## GENERAL SUBSURFACE SOIL CONDITIONS

### Subsurface Soil Exploration

The exploration of subsurface conditions included site observation and Standard Penetration Test borings (ASTM D-1586). Nutting Engineers of Florida, Inc. has performed a total of three (3) Standard Penetration Test borings (ASTM D-1586) to depths of 30 feet below the existing

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ground surface in order to evaluate the subsurface soil conditions. Furthermore, one (1) 'Usual Open-Hole' exfiltration test was performed in accordance with South Florida Water Management District (SFWMD) specifications to a depth of six feet below the existing ground surface.

The locations of the tests are indicated on the attached Boring Location Plan. Individual test boring reports are presented in the Appendix of this report. The test locations were established in the field using approximate methods; namely, a measuring wheel and available surface controls.

### **Test Boring Results**

The appended test boring logs present information and descriptions of the subsurface conditions at each specific test boring location. In general, test boring logs indicate loose to medium dense fine sand and limestone fragments to depths of approximately four to ten feet. Beneath this, the borings encountered limestone and sand to a depth of approximately thirteen feet underlain by soft to medium hard limestone to a depth of thirty feet below ground surface, the maximum depth explored. It should be noted soft silt and peat were encountered in boring location B-2 from approximately four to thirteen feet below ground surface.

A detailed description of the soil/rock profile is presented in the test boring records provided in the Appendix. The Standard Penetration Test N-values are used to evaluate the relative density of granular soils. The correlation of penetration resistance with relative density is presented in the Soil Classification Criteria attached in the Appendix.

### **Ground Water**

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at an approximate depth of four and a half to seven feet below the existing ground surface. The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or longer term depth to groundwater at this site.

Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data **should not** be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include monitoring of piezometers, survey of the project area for evidence of current groundwater elevation influences such as well fields, obvious construction dewatering, tidal activity, flood control canals and other surface water bodies.

## **Exfiltration Results**

One 'Usual Open-Hole' exfiltration test was performed in accordance with South Florida Water Management District (SFWMD) specifications to a depth of six feet below the existing ground surface. The test was performed in order to determine the hydraulic conductivity of the in situ subsurface soils to evaluate drainage requirements for the project, by others.

The hydraulic conductivity value was found to be  $6.23 \times 10^{-5}$  cubic feet per second, per square foot, per foot of head. Detailed soil descriptions and flow rates are presented in the Appendix.

## **ANALYSIS AND RECOMMENDATIONS**

The borings performed for this project revealed a soil profile consisting mainly of sand and limestone. As discussed previously, silt and peat were noted within the profile of test boring B-2 and test pits should be performed in this vicinity prior to construction in order to evaluate additional recommendations.

In order to properly prepare the foundation soils for shallow foundations utilizing a bearing pressure of 3,000 pounds per square foot, an undercut and intense compaction (i.e. demucking) program will need to be accomplished in this area prior to construction. The remaining three quadrants exhibited soil conditions suitable for shallow foundations with typical construction procedures.

Alternatively, a deep foundation system of piles may be utilized for support of the structure. The actual alternative used for the project will depend upon structural feasibility, costs, and possibly other factors that are not presently known to Nutting Engineers. It is necessary that all interested parties partake in meetings to better understand the foundation alternatives as well as being aware of the varying pros and cons for each alternative.

Preparation of the site to receive the new development should include clearing and stripping of unwanted vegetation, grubbing of vegetative root systems, and topsoil materials. This should be followed with the placement and compaction of the structural fill to attain the required construction grades. Subgrade preparation, and fill placement should be completed in accordance with the recommendations presented in this report. A representative of the geotechnical engineer should observe the site preparation procedures to ensure the engineering intent is accomplished.

## **Site Preparation**

We recommend that the existing site be cleared and stripped of the unwanted vegetative top soil to a lateral distance of at least 5 feet beyond the exterior of the proposed parking areas. The excavated top soils containing grass, roots and vegetative materials should not be deposited within the construction site and should be transported away from the construction perimeter.

Upon completion of the stripping operations, the entire parking area should then be proof-rolled and compacted with at least 20 overlapping passes of a vibratory compactor having a minimum dynamic force of 10 tons. The roller coverages should be equally divided into two perpendicular directions. The compactor should operate at the high frequency at a maximum speed of 2 feet per second (a slow walk pace). Rolling should continue until no further settlement is visually discernible at the subgrade surface.

Densities equivalent to at least 98 percent of the modified proctor maximum dry density (ASTM-D1557) should also be achieved to a depth of at least 12 inches below the compacted surface. A Frequent wetting of the subgrade may be necessary during the rolling operations to prevent drying and loosening of the upper 6 to 12 inches of soil.

Additional fill that is required may then be placed in maximum loose lifts of 12 inches, and compacted until densities equivalent to at least 98 percent of the maximum dry density has been uniformly obtained. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed. Any fill indicating less than above compaction requirements should be recompacted until the required density is obtained.

Fill should consist of fine sand with less than 10% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. Fill should be tested and approved by Nutting Engineers prior to acquisition and placement. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

## **Pavements**

Upon completion of the above area specific site preparation procedures, the following would apply within proposed pavement areas. A stabilized subgrade having a minimum LBR of 40 shall be placed to a depth of at least twelve inches below the base course. The base course will range from six inches within parking stall areas to eight inches within drive areas, and should have a minimum LBR of 100. The minimum twelve inches of stabilized subgrade should be compacted to an equivalent density of 98 percent of the modified Proctor maximum dry density (ASTM D-1557). The base material should be compacted to 98 percent of the modified Proctor maximum dry density. The pavement material and thickness should be based on design requirements.

## **GENERAL INFORMATION**

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density,

optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained.

We suggest that the Geotechnical Engineer inspect and approve all foundation bearing surfaces and floor sub-grades prior to placement of reinforcing steel, concrete or pavement.

The vibratory compaction equipment will cause vibrations that could be felt by persons within adjacent buildings and may cause cosmetic damage to the structures. The contractor should exercise due care during performance of the vibratory compaction work.

The assessment of the site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration. If you desire, ***Nutting Environmental of Florida, Inc.***, can perform an environmental assessment of the project site.

Changes in the submitted project details or the discovery of any site or varying subsurface conditions prior to and/or during construction which deviate from the data obtained in this exploration should be immediately reported to us so that the condition or change can be evaluated and appropriate action taken. We request the opportunity to review the final plans and specifications to assure that the intent of the recommendations of this report is properly interpreted and incorporated.

Our client for this geotechnical evaluation was:

City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009

This report is prepared exclusively for the use of the ***client*** and other members of the design team for specific application to this project at the above referenced site. The conclusions provided by ***Nutting Engineers of Florida, Inc.***, are based solely on the information presented in this report. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

The recommended construction phase inspection by the Geotechnical Engineer will provide continuity in the implementation and interpretation of the recommendations contained in this report. For this reason, we believe that this inspection service should be provided by ***Nutting Engineers of Florida, Inc.*** We would also like to offer our services for quality control testing

and inspection of proposed construction, i.e., foundation bearing surfaces, soils, concrete, steel and roofing materials as well as threshold inspections.

We appreciate the opportunity to provide these services for you and look forward to completing this and other projects with you. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

  
Paul C. Caledge, P.E. #68448  
Senior Engineer

Attachments: Boring Location Plan  
Test Boring Reports  
Exfiltration Test Results  
Soil Classification Criteria  
Limitations of Liability





1310 Neptune Drive  
Boynton Beach Fl. 33426  
Telephone: 561-736-4900  
Fax: 561-737-9975

# BORING NUMBER B-1

PAGE 1 OF 1

PROJECT NUMBER 213.16

CLIENT City of Hallandale Beach

PROJECT NAME Golden Isles Tennis Complex & Dog Park

PROJECT LOCATION 424 Layne Boulevard, Hallandale Beach, FL

DATE STARTED 12/29/15 COMPLETED 12/29/15 SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY J R Precision Drilling CHECKED BY P. Catledge ☒ AT TIME OF DRILLING 6.9 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Brown fine SAND and LIMESTONE FRAGMENTS	SS 1	4-6-6-5	12	▲			
			SS 2	2-3-9-11	12	▲			
5			SS 3	9-9-10-16	19		▲		
		▽ Brown LIMESTONE and fine SAND	SS 4	10-10-7-7	17		▲		
			SS 5	4-5-6-7	11	▲			
10									
			SS 6	5-5-6-7	11	▲			
15									
		Lt. brown fine SAND and LIMESTONE	SS 7	3-4-2-2	6	▲			
20									
		Brown LIMESTONE	SS 8	3-3-3-3	6	▲			
25									
			SS 9	4-5-3-4	8	▲			
30		Bottom of hole at 30.0 feet.							

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.



1310 Neptune Drive  
Boynton Beach Fl. 33426  
Telephone: 561-736-4900  
Fax: 561-737-9975

# BORING NUMBER B-2

PAGE 1 OF 1

PROJECT NUMBER 213.16

CLIENT City of Hallandale Beach

PROJECT NAME Golden Isles Tennis Complex & Dog Park

PROJECT LOCATION 424 Layne Boulevard, Hallandale Beach, FL

DATE STARTED 12/29/15 COMPLETED 12/29/15 SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY J R Precision Drilling CHECKED BY P. Catledge  $\nabla$  AT TIME OF DRILLING 4.4 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
0						□ FINES CONTENT (%) □			
						20	40	60	80
		1-inch ASPHALT	SS 1	16-11-10-12	21		▲		
		Brown fine SAND and LIMESTONE FRAGMENTS (FILL)	SS 2	8-6-5-3	11	▲			
5		Brown SILT	SS 3	2-1-WOH					
		Brown fine SAND, trace limestone	SS 4	WOH					
		Brown PEAT, LIMESTONE and fine SAND	SS 5	WOH-4-3					
10									
		Brown LIMESTONE	SS 6	4-5-7-8	12	▲			
15									
			SS 7	6-9-7-7	16		▲		
20									
			SS 8	7-4-4-3	8	▲			
25									
			SS 9	12-17-31-22	48				▲
30		Bottom of hole at 30.0 feet.							

**Disclaimer** Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.



1310 Neptune Drive  
Boynton Beach FL 33426  
Telephone: 561-736-4900  
Fax: 561-737-9975

# BORING NUMBER B-3

PAGE 1 OF 1

PROJECT NUMBER 213.16

CLIENT City of Hallandale Beach

PROJECT NAME Golden Isles Tennis Complex & Dog Park

PROJECT LOCATION 424 Layne Boulevard, Hallandale Beach, FL

DATE STARTED 12/29/15 COMPLETED 12/29/15

SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY J R Precision Drilling CHECKED BY P. Catledge

☒ AT TIME OF DRILLING 4.6 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

TEST NUTTING BOREHOLE 2-213.16 CITY OF HALLANDALE BEACH - GOLDEN ISLES TENNIS COMPLEX & DOG PARK GPJ GINT US GDT 1/19/16

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Brown fine SAND and LIMESTONE FRAGMENTS (FILL)	SS 1	7-13-7-6	20		▲		
			SS 2	5-8-11-8	19		▲		
5		▽ Brown fine SAND and LIMESTONE FRAGMENTS	SS 3	9-7-6-4	13		▲		
		Brown LIMESTONE FRAGMENTS and fine SAND	SS 4	3-2-2-1	4	▲			
		Brown fine SAND and LIMESTONE FRAGMENTS, some silt	SS 5	1-1-2-2	3	▲			
10		Brown fine SILTY SAND and LIMESTONE	SS 6	4-4-10-12	14		▲		
		Brown LIMESTONE	SS 7	4-18-19-11	37				▲
15									
			SS 8	6-6-5-6	11		▲		
20									
			SS 9	5-4-6-5	10		▲		
25									
			SS 10	3-3-27-15	30				▲
30		Bottom of hole at 30.0 feet.							

**Disclaimer** Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

## Report of Exfiltration Test

Client: City of Hallandale Beach Order No 213.16  
 Project: Golden Isles Tennis Complex & Dog Park Report No 1  
 Location: 424 Layne Boulevard, Hallandale Beach, FL Date: 12/29/16

Test: Usual Open Hole Exfiltration Test

Surface  
 Elevation: Approx. same as road crown Water table from ground surface: 4.4'

Casing  
 Diameter: 4"  
 Tube Depth: 6'

Sample Location: As located on site plan

Material: 0'- 0.08' 1-inch ASPHALT  
 0.08'- 4' Brown fine SAND and BASECOURSE (FILL)  
 4'- 6' Brown SILT

One Minute Increme	Pump Rate in Gal/Min
1	0.5
2	0.7
3	0.7
4	0.5
5	0.5
6	0.5
7	0.5
8	0.5
9	0.5
10	0.5

$K = 6.23 \times 10^{-5}$  cfs/ft<sup>2</sup>ft.head

# SOIL AND ROCK CLASSIFICATION CRITERIA

## SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 – 4	Very Loose
5 – 10	Loose
11 – 29	Medium
30 – 49	Dense
>50	Very dense
100	Refusal

## CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 – 4	0.25 – 0.50	Soft
5 – 8	0.50 – 1.00	Medium
9 – 15	1.00 – 2.00	Soft
16 – 30	2.00 – 4.00	v. Stiff
>30	>4.00	Hard

## ROCK

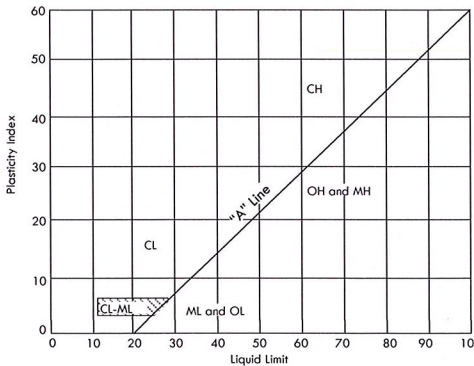
N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
$N \geq 100$	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
$25 \leq N \leq 100$	Medium hard to hard	
$5 \leq N \leq 25$	Soft to medium hard	

## PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

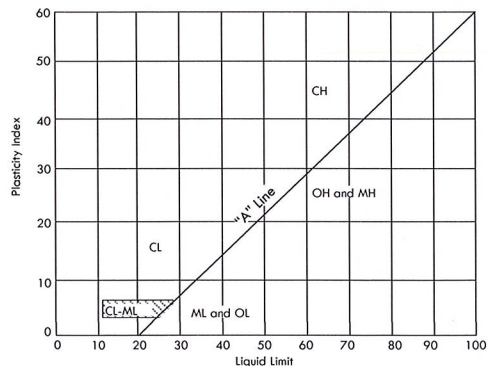
## DESCRIPTION MODIFIERS

0 – 5%	Slight trace
6 – 10%	Trace
11 – 20%	Little
21 – 35%	Some
>35%	And

Major Divisions			Group Symbols	Typical names	Laboratory classification criteria				
Coarse-grained soils (More than half of material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:  Less than five percent.....GW, GP, SW, SP More than 12 percent.....GM, GC, SM, SC 5 to 12 percent.....borderline cases requiring dual systems**	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3			
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW			
		Gravels with fines (Appreciable amount of fines)	GW*	d		Silty gravels, gravel-sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4		Above "A" line with P.I. between 4 and 7 are <i>borderline</i> cases requiring use of dual symbols.
				u			Atterberg limits above "A" line with P.I. greater than 7		
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	GC	Clayey gravels, gravel-sand-clay mixtures		$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3			
			SW	Well-graded sands, gravelly sands, little or no fines		Not meeting all gradation requirements for SW			
		SP	Poorly graded sands, gravelly sands, little or no fines						
		Sands with fines (Appreciable amount of fines)	SM*	d		Silty sands, sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4		Limits plotting in hatched zone with P.I. between 4 and 7 are <i>borderline</i> cases requiring use of dual system.
				u			Atterberg limits above "A" line with P.I. more than 7		
		SC	Clayey sands, sand-clay mixtures						
Fine-grained soils (More than half of material is smaller than No. 200 sieve size)	Silt and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity						
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays						
		OL	Organic silts and organic silty clays of low plasticity						
	Silt and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts						
		CH	Inorganic clays or high plasticity, fat clays						
		OH	Organic clays of medium to high plasticity, organic silts						
	Highly organic soils	PT	Peat and other highly organic soils						

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than five percent.....GW, GP, SW, SP  
More than 12 percent.....GW, GP, SW, SP  
5 to 12 percent.....GW, GP, SW, SP



Plasticity Chart

## LIMITATIONS OF LIABILITY

### WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

### SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

### LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

### ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. **Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

### CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. **The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.