REQUEST FOR QUALIFICATIONS

CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)

RFQ2025-1-CM
ARCHITECTURAL SERVICES FOR DESIGN CRITERIA PACKAGE FOR NEW PUBLIC SAFETY COMPLEX

Item	Due Date/Time
Released RFQ via Opengov	Thursday, March 20, 2025
Virtual **Mandatory** Pre-Proposal Conference. **Firms must** attend in order to be deemed responsive. Teams Hyperlink: **Join the meeting now** Meeting ID: 239 547 275 081 Passcode: 5cQ9eP3B	Wednesday April 9, 2025, at 11:00 AM
Last Date for Receipt of Questions	Friday, April 11, 2025 by 5:00 PM
Submittals Due: Respondents shall submit all proposals electronically. The city is only accepting electronic submittals via Opengov at https://procurement.opengov.com/portal/coopercity	Thursday April 24, 2025 at 3:00 PM
Commission Consideration	TBD

CITY OF COOPER CITY
PURCHASING DIVISION
9090 SW 50th Place
COOPER CITY , FL 33328
PHONE: 954-434-4300
Purchasing@coopercity.gov

TABLE OF CONTENTS

TABLE OF CONTENTS	PAGE NO.
SECTION I - INSTRUCTIONS TO RESPONDENTS	3
SECTION II - SUBMITTAL FORMAT/ EVALUATION PROCEDURES	11
SECTION III - SCOPE OF SERVICE	18
SECTION IV - AFFIDAVITS	22
NON-COLLUSIVE AFFIDAVIT	
PUBLIC ENTITY CRIMES	
EQUAL OPPORTUNITY / AFFIRMATIVE ACTION STATEMENT	
CONFLICT OF INTEREST STATEMENT	
DISPUTE DISCLOSURE FORM	
ANTI-KICKBACK AFFIDAVIT	
ANTI-BOYCOTT CERTIFICATION	
E-VERIFY AFFIDAVIT	
ANTI-HUMAN TRAFFICKING	
SECTION V – SAMPLE AGREEMENT	
EXHIBITS – ALL EXHIBITS MUST BE REVIEWED BY YOUR FIRM	
EXHIBIT A – CITY ORG CHART	
EXHIBIT B – 10580 STIRLING ROAD - COOPER CITY POLICE DEPT. FLOOR PLANS	
EXHIBIT C - 10550 STIRLING ROAD - COOPER CITY FIRE STATION FLOOR PLANS	
EXHIBIT D – SURVEY FOR FIRE & PD AND MASTER PLAN SHEET FOR THE PARK	
EXHIBIT E – HOW TO SUBMIT ELECTRONIC BIDS	

SECTION I
INTRODUCTION/ INSTRUCTIONS TO RESPONDENTS

1.1 INTRODUCTION:

Pursuant to Florida Statutes Section 287.055, "Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services," the City of Cooper City ("City") invites qualified and experienced architectural firms "the Firm" or "the Proposer" to submit Statements of Qualifications to provide a design build package that will include a comprehensive feasibility analysis, design, and construction criteria for a Category 5 hurricane-resistant new public safety complex, and possibly a new City Hall in response to this Request for Qualifications (the "RFQ").

Pursuant to Florida Statutes Section 287.055, a "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. **The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal**, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

The selected firm shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. The qualifications and selection of the Firm shall be in accordance with Florida Statutes Section 287.055.

The interested firm and/or individuals must be qualified pursuant to Florida law, with an active architectural license. The selected firm must be currently licensed to practice in the State of Florida, as required by law.

The firm selected will serve as the City's Owner's representative for the entire duration of the project including construction.

1.2 PURPOSE OF DESIGN CRITERIA PACKAGE / DESIGN OBJECTIVES FOR GOVERMENTAL COMPLEX:

The City is seeking Proposals that will emphasize and prioritize safety concepts to deliver a law enforcement and fire station with architecturally iconic or artistic elements that will have a profound and lasting impact on the public and visitors to the area.

In addition to the public safety construction, the City also desires the firm to develop a conceptual plan and a detailed feasibility analysis to determine whether a City Hall building renovation among the available tracts of land will provide the most practical and cost-effective solution to meet the existing and future space needs of the organization.

In addition to the quality architectural design, the City is seeking a Proposal that addresses neighborhood compatibility, pedestrian compatibility, efficient traffic, ingress and egress design, quality materials in construction in a financially feasible budget. The awarded architectural firm will determine the details of the garage layout and other infrastructure design, subject to the City's review and approval.

1.3 GENERAL:

The following instructions are given for guiding proposers in properly preparing their proposals.

For information concerning procedures for responding to this Request for Qualifications (RFQ), contact the Purchasing Manager at the phone number or email address listed on the title page of the document. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

Proposal documents are available for download at https://procurement.opengov.com/portal/coopercity Vendors who obtain specifications and plans from sources other than the City or OpenGov are cautioned that the package may be incomplete. All addenda, tabulations, and awards will be posted and disseminated by OpenGov.

1.4 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

To be considered qualified to perform the services under the Scope of Work, the awarded individual or firm performing the required services must have the following qualifications:

1. State and local licenses as required in the state of Florida, including an architectural license.

2. Proposing firm must have completed **two (2) similar design criteria packages**, preferably in **South Florida**, in the **last ten (10) years**, as Prime Firm.

- **a)** At least one of the two (2) design packages must have been related to an **accredited Police Department.**
- **b)** Preferably, at least one of the two (2) design packages must have been for an **accredited Fire Station.**
- **c)** At least one of the two (2) design packages must have included a **multi-unit apparatus station.**
- **d)** At least one of the two (2) design packages must have included an **Emergency Operation Center EOC.**
- **e)** Submit 3d renderings and actual photos of similar past projects as described above.

3. Proposing firm must include a **minimum of four (4) references** that can speak to the Proposer's experience and performance either a Prime Firm or Sub-Consultant, within the **last ten (10) years**.

1.5 SCOPE OF WORK:

Pursuant to Section 287.055, Florida Statutes, the City of Cooper City ("City") invites qualified architectural firms to submit Statements of Qualifications to provide said services to the City in response to this Request for Qualifications (the "RFQ").

1.6 ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:

Bidders shall submit all inquiries regarding this bid via the City's eProcurement Portal at https://procurement.opengov.com/portal/coopercity by the due date listed above. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Bidders may also click "Follow" on this bid to receive an email notification

when answers are posted. The bidder is responsible for checking the website for answers to inquiries. Additional information will only be transmitted via a written addendum.

1.7 REFERENCES:

As part of the proposal evaluation process, the City shall investigate references. Proposer's submission constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposer's qualifications.

1.8 DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

1.9 INSURANCE REQUIREMENTS:

The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

B. Workers compensation insurance to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

C. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

E. Business automobile liability with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

F. Professional Liability/Errors and Omissions Coverage - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

G. The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

H. Policy(s) must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

1.10 PROOF OF INSURANCE COVERAGE:

The successful proposer will furnish to the City, Certificates of Insurance or endorsements evidencing (binders are unacceptable) the insurance coverage specified above no later than ten (10) days prior to the start of work contemplated in this Agreement, unless the City grants additional time to furnish. The required Certificates of Insurance or endorsements will not only name the types of policies continued but will also refer specifically to this contract and will state that such insurance is as required by this contract.

1.11 PROPOSER'S EXPERIENCE RECORD:

The City will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerning the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the proposer/contractor/developer.

1.12 NON-APPROPRIATION OF FUNDS:

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the City, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

1.13 POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:

The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.

1.14 CONTRACT AWARD:

The City anticipates entering into a contract with the proposer(s) who submits the proposal judged by the City to be highest ranked responsive and responsible based on the evaluation criteria. The purpose of this RFQ is to award the highest ranked firm to develop a design-criteria package in accordance with Sec. 287.055, F.S. **City intends to award the highest-ranked qualified firm as determined to be in the City's best interest.**

A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been approved, and executed by parties and by the appropriate level of authority within the City. In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible, Proposer determined by the selection committee, or it may resolicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.15 RIGHT TO WAIVE AND REJECT:

The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City of Cooper City contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a

satisfactory manner, and has directed the City of Cooper City Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to the proposer submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Cooper City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City of Cooper City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

1.16 DISQUALIFICATION OF PROPOSERS:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
F. Default under previous contract.

1.17 NON-DISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. 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'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 162), gender identity, gender expression, national origin, marital status,

physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statues, or as otherwise provided by law;
C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

Tedra Allen City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328
954-434-4300
TAllen@coopercity.gov

1.18 INDEMNIFICATION:

The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said

Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

1.19 TAXES:

The Proposer will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

1.20 TERMINATION FOR CAUSE:

Any misrepresentation by the Proposer of its ability to perform the work described in this RFQ places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next highest ranked Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.

1.21 TERMINATION FOR CONVENIENCE:

The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.

1.22 SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list; Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and is not engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

1.23 ELECTRONIC PROPOSAL SUBMISSION DEADLINE AND OPENING:

Firms shall submit all proposal documents electronically through www.OpenGov.com no later than **3:00 PM, Thursday, April 24, 2025**. An instructional guide on how to submit documents is included with this solicitation . The proposals will be opened and read aloud shortly thereafter, the Teams Invite Link will be provided. The City of Cooper City 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 award only portions of the project, to rank and award in order of ranking to Proposers, or take any similar actions that may be deemed to be in the best interests of the City.

1.24 TERM OF AGREEMENT PROJECT AND TERM OF THE AGREEMENT:

The initial term shall be for the agreement shall be **twelve (12) months** to develop the criteria package. The City shall have the option to extend the contract for an additional two (2) year period for the design-build construction process at terms and costs mutually acceptable to both parties, or until the completion of the project.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Firm shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

1.25 PROPRIETARY RIGHTS

A. The Firm hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Firm hereunder or furnished by the Firm to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Firm as well as its employees, agents, sub-consultants and suppliers may use only in connection with the performance of Services under the Agreement. The Firm shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, sub-consultants or suppliers are or may become engaged. Submission or distribution by the Firm to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Firm and its sub-consultants specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

1.26 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701:

Firms are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible Firm. Firms are further notified that the City's governing body may not give preference to a Firm based on the Firm's social, political, or ideological interests.

[END]

SECTION II
SUBMITTAL FORMAT/ EVALUATION PROCEDURES

2.1 AWARDED CONTRACT:

After selection of the Firm by the City, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a professional services agreement, as approved by the City Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

A. The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

B. The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to this Request for Qualifications, and that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this RFQ.

C. The Agreement will include provisions for termination for cause by either party and for the convenience of the City.

D. The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services.

E. The Agreement will provide the fees the Consultant will charge the City and shall be scope specific.

F. Consultant shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

G. The Agreement will provide for the City to designate a Project Manager for the awarded agreement, who shall be responsible for the project.

2.2 STATEMENT OF QUALIFICATIONS CONTENT:

Consultants must display considerable relevant experience with the architectural services discipline, and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Statements of Qualifications be organized in the manner specified.

The following information and documents are required to be provided with Proposer’s Statement

of Qualifications. Failure to do so may deem your Statement of Qualifications non-responsive.

TAB 1: Table of Contents

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

TAB 2: Letter of Interest

Provide a Letter of Interest indicating your firm's commitment to the project. Letter of interest to include the firm's interest in being considered for this project.

Proposer's letter of interest shall include the following:
• Full legal company name and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
• Physical and mailing address (if different) and include any other location(s) which may perform portion(s) of the work;
• Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s) of contact information;
• Names and titles of principals, partners, or owners as applicable;
• Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
• Brief description of business philosophy; and
• Brief statement regarding the Respondent's interest in this project.

TAB 3: Qualifications of the Firm

- Indicate the firm's number of years of experience in providing Design-Build criteria packages, specifically relating to accredited police stations, fire stations and emergency operations centers or similar projects. Relative size of the firm, including management, technical and support staff. The City reserves the right to contact any or all the entities provided to verify performance information related to the projects submitted for consideration of Related Experience.
- Indicate Business structure (Corp., Partnership, Joint-Venture etc.) with proof; Firm should be established as a legal entity in the State of Florida;
- Indicate Company address, phone number, E-Mail address, web site, contact person(s), etc.;
- Licenses and any other pertinent information shall be submitted.
- Proposer shall also list all Claims, Liens, Litigation History- Complete and submit required information on all claims, liens, and litigation history for the past seven (7) years.

TAB 4: Project Team/Manager's Experience (Org Chart)

- List the members of the project team per discipline. Provide a list of the personnel to be used on each project and their qualifications.
- A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, to be assigned to each project.
- Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements.
- Provide a summary of the experience and qualifications of the individual(s)

who will be selected to serve as project managers for the City.

- Individuals MUST have a minimum of five (5) years' experience in design-build services and have served as project manager/construction manager on similar projects on a minimum of three previous occasions. The City reserves the right to contact any or all the entities provided to verify performance information related to the projects submitted for consideration of Related Experience.
- Identify any sub-consultants, if any.

TAB 5: Approach to Addressing Project

- Describe your proposed approach to the project(s) that may be assigned to your firm.
- Estimated entire cost of project. Provide the methodology or approach to formulating an "Opinion of Project Cost".
- The firm shall propose a scheduling methodology (you must include timeline below) for effectively managing and executing the work in the optimum time.

Preliminary Project Schedule

The Project as delineated in this scope of services is estimated to be completed **within**_____ days after Notice to Proceed. The following is the expected work schedule for the Project:

Deliverable	Schedule

- Provide information on your firm's current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

- Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s).

- Give an overview on your proposed vision, ideas and methodology.

TAB 6: References

Include a minimum of four (4) references that can speak to the Proposer's experience and performance, as a Prime firm or sub-consultant, within the last ten (10) years. References from public sector clients are preferred, similar, or larger scope, size, and complexity as this City of Cooper City project.

Information MUST include:

- Client Name, address, phone number, email address.
- Description of work.
- Pictures of design and of the final product.
- Year the project was completed.
- Total fees paid to firm.
- Total cost of the construction, both estimated and actual.

TAB 7: Attached Forms

- Proposal Certification Form
- Sworn Statement regarding Public Entities Crimes
- Non-Collusion Form
- Scrutinized Companies Certification Form
- E-verify Certification Form
- Conflict of Interest Disclosure Form
- Domestic Partnership Certification Form
- Acknowledgement of Addendum(s), if applicable

2.3 SUBMISSION OF STATEMENT OF QUALIFICATIONS:

A. Incurred Expenses:

The City is not responsible for any expenses which Proposers may incur preparing and submitting their qualifications called for in this RFQ.

B. Interviews:

The City reserves the right to conduct personal interviews or require presentations to selection. The City will not be liable for any cost by the Proposer in connection with such interviews/presentations (i.e. travel accommodations etc.)

C. Request for Modifications:

The City reserves the right to request that the Proposer modify his/her Statement of Qualifications to meet the needs of the City more fully.

D. Submittal Acknowledgement:

By submitting a Statement of Qualifications, the Proposer certifies that he or she has fully read and understands the RFQ method and has full knowledge of the scope, nature, and quality of work to be performed.

E. Request for additional information from Proposer:

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.

F. Statement of Qualifications Binding:

All Statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

G. Economy of Preparation:

Statements of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Statement of Qualifications.

2.4 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW:

A. An Evaluation Committee ("Committee") shall be established by the City to review and evaluate all Statements of Qualifications in response to this RFQ. The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee.

B. The Committee will first review each Statement of Qualifications for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a Proposer.

C. The City shall conduct discussions with and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required services. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from Statements of Qualifications by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

D. The City reserves the right to reject any and all Statements of Qualifications, to waive minor irregularities in the Statement of Qualifications and to make awards in the best interest of the City.

E. Any award made shall be subject to execution of a contract in a form and substance which is approved by the City Attorney.

2.5 EVALUATION OF STATEMENTS OF QUALIFICATIONS:

Evaluation Committee will review all submitted qualifications. The Highest Ranked Firm will be invited to negotiate a contract.

Award shall be made to the responsible firm whose Statement of Qualifications is determined to

be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

EVALUATION CRITERIA	MAXIMUM POINTS
Firm's Qualifications & Relevant Experiences: ➢ Years of experience, licenses, insurance, etc. ➢ List at least two (2) city hall/fire/police projects preferably in South Florida for which your firm provided a design package and served as Owner's Rep (Prime Firm). • At least one of the two (2) design packages must have been related to an accredited Police Department. • Preferably, at least one of the two (2) design packages must have been for an accredited Fire Station. • At least one of the two (2) design packages must have included a multi-unit apparatus station. • At least one of the two (2) design packages must have included an Emergency Operation Center EOC. ➢ In determining which projects are most similar consider: related size and complexity; construction type; LEED certification; how many members of the proposed team worked on the listed project; and how recently the project was completed within the last ten (10) years. ➢ For each of the listed projects, provide the following information: size, construction cost (original estimate, construction cost and final construction cost), current phase of development, estimated (or past) completion date, type of delivery method (lump sum, design/build, construction management at risk, etc.), scope of services, name of team members within your firm and titles, name of Owner's contact person, telephone number & email. ➢ Provide 3d renderings and actual photos of similar past projects.	**22**
Experience of Key Proposed Personal: ➢ List total number of your firm's key personnel by skill group (ie: cost control, estimating, scheduling, superintendents, etc.).	**30**
Approach to Project ➢ **Cost Control:** For two (2) of the Projects listed in response to MQR # 1, describe cost control methods for the design and construction phases. How did you develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. ➢ **Scheduling:** For two (2) of the Projects listed in response to MQR # 1, describe the way in which your firm developed and maintained design and construction project schedules. How did you develop schedules and how often were they updated? Provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.	**25**

➢ Architectural Design Approach. ➢ Experience with specifications related to hurricane infrastructure cat 5 code.	
References • References must match the two projects your firm listed for the Minimum Qualification Requirement #2 per section 1.4. The city reserves the right to contact other clients that firm has worked with.	**23**
Florida Statutes 287.055 Section 2. (d) Minority Business Enterprise Certification	**Provide supporting documents, if applicable**
Total	**100**

NOTE: The City reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities in any Statement of Qualifications or in the RFQ procedures, to accept or reject any item or combinations of items and to make awards in the best interests of the City. The award will be to the firm(s) whose Statement of Qualifications complies with all material requirements set forth in this RFQ and whose Statement of Qualifications, in the opinion of the City, is the best, taking into consideration all aspects of the Proposer's response.

2.6 COMPETITIVE NEGOTIATION:

In accordance with Florida Statute 287.055(5) "Competitive Negotiation": 6.5.1 The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation that the agency determines is fair, competitive, and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over $195,000 (the threshold amount provided in s. 287.017 for CATEGORY FOUR), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. 6.5.2 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm. 6.5.3 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached. 6.5.4 After the City's Administrative Staff have come to an agreement with the selected firm, and the compensation exceeds $20,000 (or the threshold stated in the City's Procurement Code for Commission Approval), the City's Administrative Staff shall draft an agenda item for approval by the City Commission. 6.6 PROHIBITION AGAINST CONTINGENT FEES In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees": 6.6.1 Each contract entered into by the City for professional services must

contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

[END]

SECTION III
SCOPE OF SERVICE

3.1. PROJECT BACKGROUND AND DEVELOPMENT GOALS:

The City of Cooper City (the "City") is centrally located in Broward County and is closely located to important countywide resources, including Memorial Hospital Pembroke, Brian Piccolo Regional Park, Suellen Fardelmann Sports Complex, Christ the Rock Church, Nova Southeastern University and other commercial and educational facilities. In order to create the City's central governmental complex, the City is seeking qualifications from experienced Respondents that are able and willing to design a Police, Fire/EMS & Emergency Operations Center (EOC), with the option of a Cooper City Governmental Complex for City Hall with pedestrian friendly connectivity, creative landscape design and modern architectural design located in the NW corner of the property located at 10500 Stirling Road.

The architectural firm selected will work with the City to determine the feasibility of adding a New City Hall to this complex.

3.2. CITY OVERVIEW

Firm must review and refer to the following exhibits:

- Exhibit A – City Org Chart
- Exhibit B - 10580 Stirling Road - Cooper City PD Floor Plans
- Exhibit C - 10550 Stirling Road - Cooper City Fire Station Floor Plans
- Exhibit D - Survey for Fire & PD and master plan sheet for the park
- Ehixbit E – Instructions on how to submit an electronic proposal

3.3. SCOPE OF WORK:

The scope of work entails the provision of all necessary design-build services in all phases of the design and construction of the project. The services include professional architectural and engineering consultation and services relating to civil, structural, mechanical, electrical, plumbing engineering services, and customary landscape architectural services, which are anticipated. The scope of Work includes, but not be limited to, the following:

- Preparation of a project Program consisting of conceptual design criteria, and alternatives.
- Preparation of opinion of probable cost.
- Planning and securing field services and information to prepare final design.
- Furnishing necessary engineering data to apply for and secure regulatory permits.
- Consultant/sub-consultant shall complete and submit required forms and documents with required regulatory agencies for their review and approval/issuance for the project construction to begin; as well as submit close out documents for the regulatory agencies to their close out documents.
- Administration of the Construction Contract.
- Preparation of supplementary sketches required to resolve problems during construction.
- Checking detailed construction and shop drawings submitted by the contractor for compliance with the design concept.

- Making periodic visits to the project site at intervals appropriate to the various stages of construction to observe the progress and the quality of the executed work.
- Monthly reporting on progress of the project after developing and sharing a critical path method (CPM) project schedule which includes all phases of the projects and utilizes a well established project management information system and performing substantial completion and final inspections.
- Preparing needed documents including record drawings and certifications for submittal to regulatory agencies.
- Pre-Bid Meeting & Bidders' RFIs Permitting Construction Contract Administration (RFIs and Submittals) Site Observation & Reports of Findings with Photos
- Pay Application (Pencil & Final) Review
- Firm shall provide 3D Renderings with video of design

3.4. PROJECTED CITY POPULATION / CITY STAFF ORG CHART

Cooper City is estimated to have 45,000 residents by 2050 and has an estimated growth rate of .6% annually.

3.5. BSO FIRE STAFFING/RECOMMENDATIONS FOR NEW FACILITY

Fire currently has 12 personnel (3 personnel on 4 apparatus) that are working on any given day. Fire-Rescue will typically "up-staff" to 4 personnel per unit in preparation for (and during) natural disasters. It would be beneficial to have quarters for District Chief to allow for continuity of command during long term events.

The new facility must include the following:

- A minimum number of 17 bunks to quarter 16 operations personnel to adequately prepare for disaster levels of staffing
- 1 Chief Officer's quarters.
- Future personnel and apparatus varies greatly on the type of projected growth, such as single family vs. multifamily but to address the potential.
- Minimum of four "drive-through" apparatus bays. The additional bay would provide flexibility to house apparatus (frontline or reserve), the CERT vehicle, or other critical response vehicles staged pre-events.
- Both Police and Fire must have separate secured parking areas.

3.6. POLICE DEPARTMENT STAFFING/RECOMMENDATIONS FOR NEW FACILITY

The new construction facility must include the following:

- Sallyport should include a dedicated secured space for vehicle storage of evidentiary value
- designed to accommodate Separate housing accommodations for juveniles and adults.
- A gym / locker area that accommodates separate entry access for male and female staff
- Exterior secured compound complete with physical barriers tied into the design
- A separate detached building within the secured portion of the parking lot to house heavy

equipment; similar to a motorcade.

- Possibly a dedicated dispatch center
- K-9 interior kennels
- Firearm cleaning station
- Forensic and digital laboratory
- Indoor Armory
- Firearm simulator training room

3.7. PROJECT OVERVIEW

Develop the Design Criteria Package with a new:

- Municipal Police Station for the Broward Sheriff's Office that is at least 30,000 square feet to include a 1000 SF real-time crime center.
- Secured and unsecured parking space must also be addressed to accommodate regional assets / units / operations.
- Fire Station for the Broward's Sheriff Office that is at least 20,000 square feet. The station currently has a footprint of 10,120 square feet with a second floor of about 1,000 square feet. Additional space is required to meet crew quarter, bathrooms and office space.
- Emergency Operations Center will be incorporated as part of the City Hall or the Police Station.
- City Hall that is at least 30,000 square feet, including Commission Chambers.
- Provide a parking structure to meet the needs of the above-mentioned facilities in accordance with the City's parking regulations. This parking structure will also provide supplemental parking for park users during evenings and weekends.
- Generators must be designed for the facility.

This municipal complex will be located adjacent to a municipal park along Stirling Road. The Public Safety complex is the primary goal of this initiative. The selected design firm will work with the City to determine the feasibility of adding a New City Hall to this complex.

The future land use map designation of the property is CF, Community Facility and the property is zoned CS, Community Service District.

Land Use	CF, Community Facility
Zoning	CS, Community Service
Site Square Footage	319,000
Acreage	7.3

3.8. PROJECT SITE

The parcel designated for the project is part of the Suellen Falderman Sports Complex located at 10300 Stirling Rd, Cooper City, Florida. An aerial view of the parcel is shown below. The site will consist of the existing police and fire stations and possibly the vacant parcel to the east of the Fire station where to basketball courts are located. The remaining of the parcel will be retained as a sports complex.



3.8 ADDITIONAL DISCPLINES

The firm will be required to retain as part of their team, and/or subcontract the following disciplines:

3.8.1 Cost Estimating
3.8.2 Architecture
3.8.3 Site Planning
3.8.4 Structural Engineering
3.8.5 Electrical Engineering
3.8.6 Civil Engineering
3.8.7 Landscape Architecture
3.8.8 Major Development Plan & Variance (if applicable) Application and Processes

SECTION IV
AFFIDAVITS

PROPOSAL CERTIFICATION FORM

I hereby declare that I have carefully examined this RFQ, and any other documents made a part of this RFQ.

I hereby propose to furnish the services specified in this RFQ. I agree that my Statement of Qualifications will remain firm for a period of 180 days in order to allow the City adequate time to evaluate the Statement of Qualifications.

I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of the firm.

Authorized Signature	Printed Name & Title
Company Name	Company Address
City, State, Zip Code	Date
Phone Number	Email Address

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Cooper City officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Cooper City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Cooper City Code of Ordinances.

NAME	**RELATIONSHIP**
_____	_____
_____	_____
_____	_____

_____

Signature

STATE: _____
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this_____ day of _____, 20____, by: _____.

Name of Person Making Statement

(NOTARY SEAL)

_____
Signature of Notary Public

_____
Name of Notary Public (Typed, Printed, Stamped)

Personally Known:____ OR Identification Produced: _____

Type of Identification Produced:_____

SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF_____COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:
Name of Proposer _____
Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
I understand that "convicted" or "conviction" is defined by the statue to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:
_____Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

_____
Proposer's Signature

STATE: _____
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____, by: _____.
Name of Person Making Statement

_____
Signature of Notary Public

(NOTARY SEAL)

_____
Name of Notary Public (Typed, Printed, Stamped)

Personally Known:_____ OR Identification Produced: _____

Type of Identification Produced:_____

SCRUTINIZED COMPANIES CERTIFICATION
(PURSUANT TO FLORIDA STATUTE § 287.135)

I,_____, on behalf of_____,
Print Name and Title Company Name

certify that_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; and,
2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on any of aforementioned lists.

_____ _____
* SIGNATURE PRINT NAME & TITLE

* Individual must have the authority to bind the Company.

Form must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes.* All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Cooper City.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Cooper City.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: _____, 20___ _____

ENTITY:_____ NAME:_____

TITLE:_____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [___] physical presence or [___] online notarization, this _____ day of _____ 20_____, by _____ in his/her capacity as _____ for _____ (name of Entity).

_____
NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

_____
Type of Identification Produced

SECTION V

SAMPLE AGREEMENT

ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), dated_____, is entered into by and between **THE CITY OF COOPER CITY** , a municipal corporation of the State of Florida with a business address of 9090 SW 50th Place**, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

_____ (firm name), a_____(business type) as listed with the _____ (state) Division of Corporations, authorized to do business in the State of Florida, with a business address of _____ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

In order to establish the background, context, and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On_____, the CITY advertised its notice to proposers of the CITY's desire to award a firm to provide professional architectural services, as more particularly described in **the Scope of Work Section** attached hereto and by this reference made a part hereof, for the said RFQ entitled:

"Public Safety Facility Architectural Design Services Professional Consulting Services (CCNA) Request for Qualifications ("RFQ") #_____

1.2 On_____**,** proposals were opened publicly and names of the respondents were read aloud.

1.3 On_____, the CITY's evaluation committee certified CONSULTANT as qualified to provide the architectural professional services as described herein**,** and selected CONSULTANT as the most highly qualified to perform the required services in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

1.4 On_____, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the CCNA, §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.6 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached as **Exhibit A – Exhibit E**.

1.7 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, specific professional engineering and related services for various projects and assignments as more particularly described herein. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Engineers' Labor Rate list**,** attached hereto and by this reference made a part hereof.

2.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in **herein** includes the architectural design-build services for a Cooper City Public Facility that the CONSULTANT will engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

2.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

2.4 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the

services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in **herein,** and required in accordance with any Work Authorization issued pursuant to this Agreement.

2.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

2.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

2.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

ARTICLE 3
TERM FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame agreed upon by the Parties. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be for **twelve (12) months** to develop the criteria package. The City shall have the option to extend the contract for an additional two (2) years.

3.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 **Default by CONSULTANT**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONSULTANT for each Work Authorization issued by the CITY for the project. The compensation amount will be in accordance with the Architecture Labor Rates more particularly described herein. The proposed hourly rate shall include all labor, direct/indirect overhead, margins/profits, and travel (all-inclusive). The Hourly Labor Rate as set forth, with a negotiated upset limit. The Consultant shall be entitled to receive reimbursement for expenses at the Consultant's exact cost, which the allowed costs have been included in Firm's fee proposal for each project and approved by the City.

4.2 CONSULTANT shall invoice CITY on a progress basis based on negotiated milestones and progress completion of design stages, such as, 30%, 60%, 90% and Final Design of the Criteria Package, in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT.

4.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

Consultant's Remit To Address:

_____
_____
_____
_____

4.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

4.6 **Truth-In-Negotiation Certificate**. Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

4.7 **Post Contractual Obligations**. In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Section 3.3, Section 3.4, or Article 14 herein.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work**,** to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

6.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 **INSURANCE REQUIREMENTS:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

7.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

7.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars ($100,000) each accident.

7.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars ($1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

7.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed

with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

7.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars ($500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

7.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence $1,000,000 general aggregate limit $2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

7.2 REQUIRED ENDORSEMENTS

7.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
7.2.2 Waiver of all Rights of Subrogation against the CITY.
7.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
7.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
7.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
7.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.3 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion,

color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance,

sabotage, and governmental actions.

11.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to

perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice

thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the

abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLES 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

Tedra Allen
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
TAllen@coopercity.gov

ARTICLE 18
SCRUTINIZED COMPANIES

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EMPLOYMENT ELIGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section**.

20.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor,

supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within

Florida during the term of the contract; and

20.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract

clauses:

21.1 **Equal Employment Opportunity**. During the performance of this contract, CONSULTANT agrees as follows:

21.1.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.1.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

21.1.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

21.1.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply

with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2 **Davis-Bacon Act**. CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, if applicable. In addition, CONSULTANT must be required to pay wages not less than once a week.

21.3 **Copeland "Anti-Kickback" Act**. CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

21.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708)**. Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

21.4.1 **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (21.4.1) of this section, in the sum of

$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (21.4.1) of this section.

21.4.3 **Withholding for unpaid wages and liquidated damages**. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (21.4.2) of this section.

21.4.4 **Subcontracts**. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (21.4.1) through (21.4.4) of this section.

21.5 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21.5.1 **Clean Air Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

21.5.2 **Federal Water Pollution Control Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

21.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to

verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.6.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21.8 **Compliance with State Energy Policy and Conservation Act**. CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.9 **Procurement of Recovered Materials**. The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United

States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

21.11 **Rights to Inventions**. CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

21.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

21.13 **DHS Seal, Logo, and Flags**. CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

21.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.15 **Fraudulent Statements**. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

21.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

21.16.1 **Prohibitions**.

21.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

21.16.1.2.1 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

21.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

21.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

21.16.2 **Exceptions**.

21.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

21.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

21.16.3 **Reporting Requirement**.

21.16.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 21.16.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

21.16.3.2 The CONSULTANT shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within

one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph

21.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

21.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the

CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 22
MISCELLANEOUS

22.1 **Ownership of Documents**. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

22.2 **Legal Representation**. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records**. CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten

(10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments**. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees**. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice**. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the

places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Alex Rey, City Manager City of
Cooper City
9090 SW 50th Place
Cooper City, Florida 33328
Telephone No.: (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200 Fort
Lauderdale, Florida 33308
Telephone No.: (954) 771-4500 or (561)279-9400
Facsimile No.: (954) 771-4923

CONSULTANT: _____
_____
_____
_____

E-mail:_____

Phone:_____

22.7 **Binding Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

22.8 **Headings**. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

22.9 **Exhibits**. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Extent of Agreement; Conflicts**. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, Exhibit A, Exhibit B, and Exhibit C, this Agreement shall govern and prevail, followed by Exhibit A, Exhibit B, and Exhibit C.

22.12 **Attorneys' Fees**. In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.13 **Counterparts and Execution**. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

22.14 **No Third Party Beneficiaries**. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

22.15 A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO §558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

_____ BY:_____
CITY CLERK MAYOR

APPROVED AS TO FORM: BY: _____
_____ CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

FIRM:

_____

Signed By: _____

Name:_____

Title: _____

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City ofCooper City's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award

- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is $100,000 or less

- ☐ The Proposer employs less than twenty-five (25) employees

- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents

- ☐ The Proposer is a religious organization, association, society, or non-profit charitable oreducational institution

- ☐ The Proposer is a government entity

- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation_____. (Attach explanation of its applicability)

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I,_____,_____of_____
(Name) (Title) (Proposer)

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: _____COUNTY: _

Sworn to (or affirmed) and subscribed before me this_____day of _____, 20_____, by: _____.
Name of Person Making Statement

_____
Signature of Notary Public

(NOTARY SEAL)

_____
Name of Notary Public (Typed, Printed, Stamped)

Personally Known:_____ OR Identification Produced: _____

Type of Identification Produced:_____

Exhibit F
SCHEDULE OF HOURLY RATES

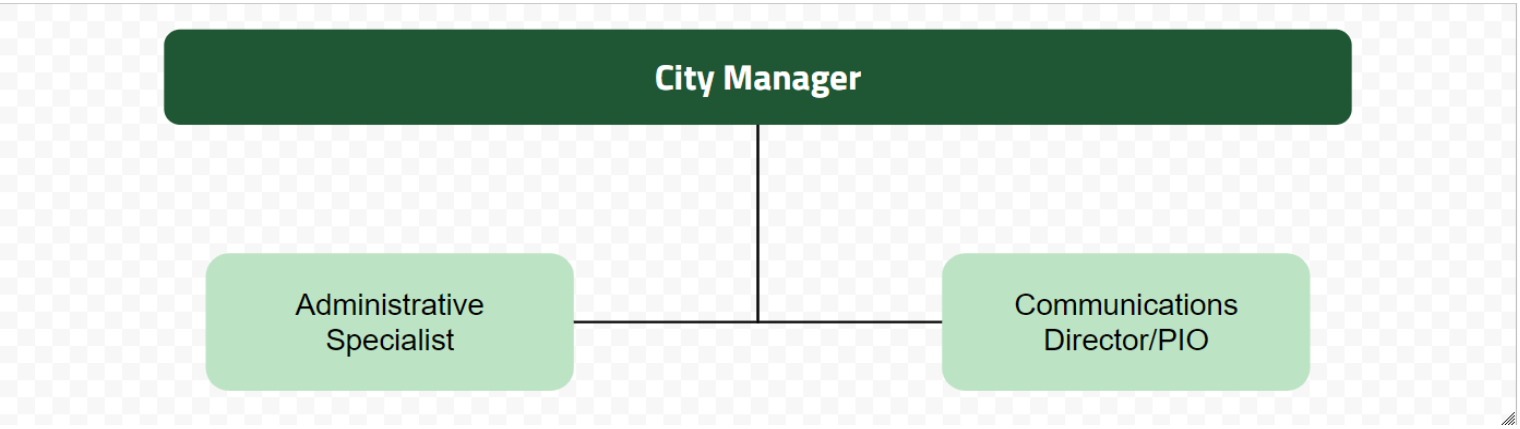
Schedule of Hourly Rates, to be attached **after ranking based on qualifications** with the successful proposer(s).

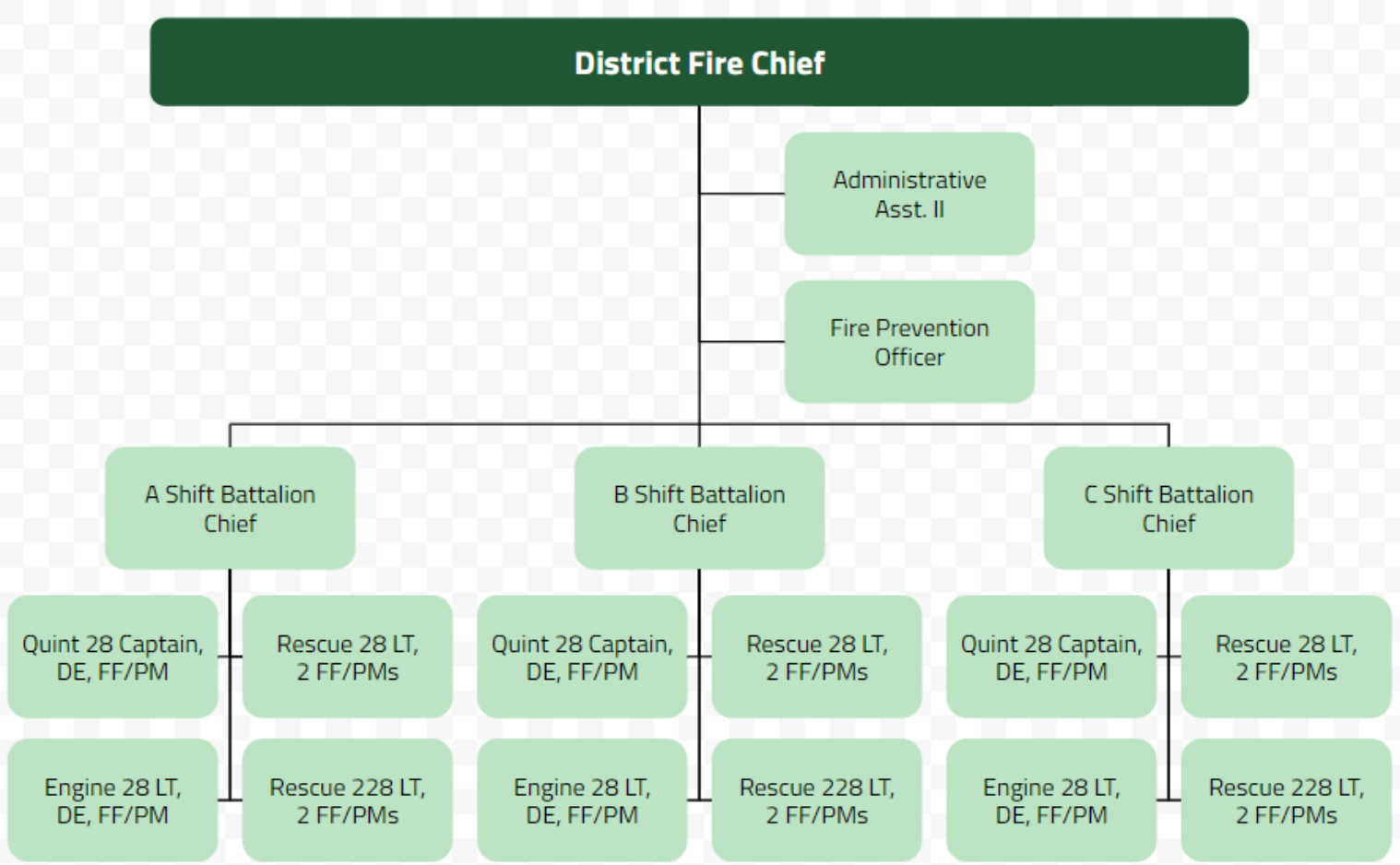
Schedule of Hourly Rates*

Staff Title	Hourly Rate
Principal	
Senior Project Manager/Architect/Engineer/Landscape Architect	
Project Manager	
Jr. Project Manager	
Architect/Engineer/Landscape Architect	
Senior Inspector	
Inspector	
Surveyor	
CAD Technician	
Administrative/Clerical	
***Include list of other Staff Title your firm deems necessary**	

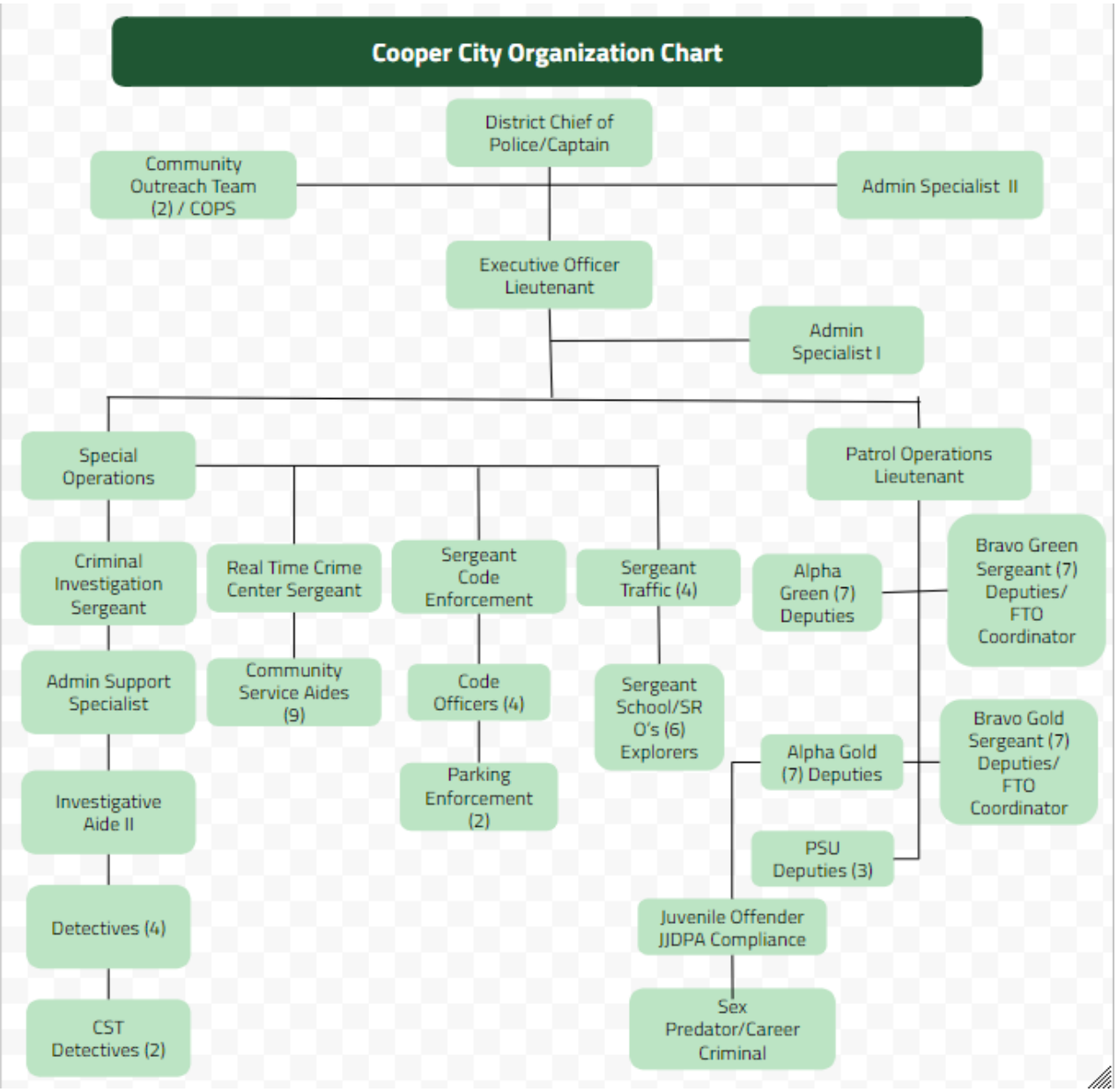
***Rates for other categories will be negotiated as requested by the City of Cooper City on an as-needed basis. Subconsultant fees, as needed and approved by the City, will be billed at direct cost.*

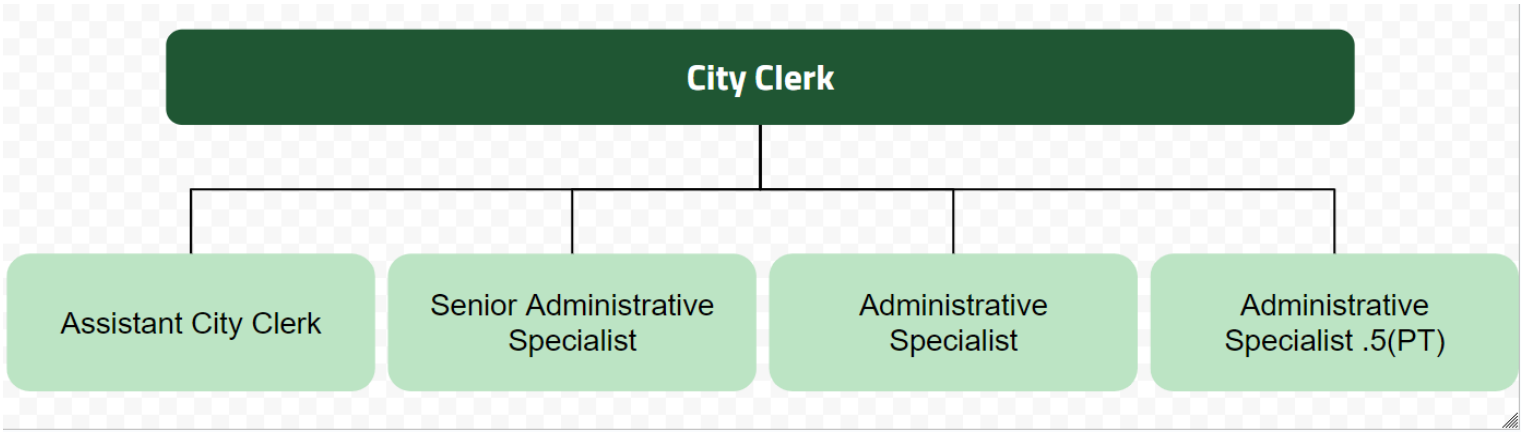
EXHIBIT A


City Manager
Administrative Specialist
Communications Director/PIO



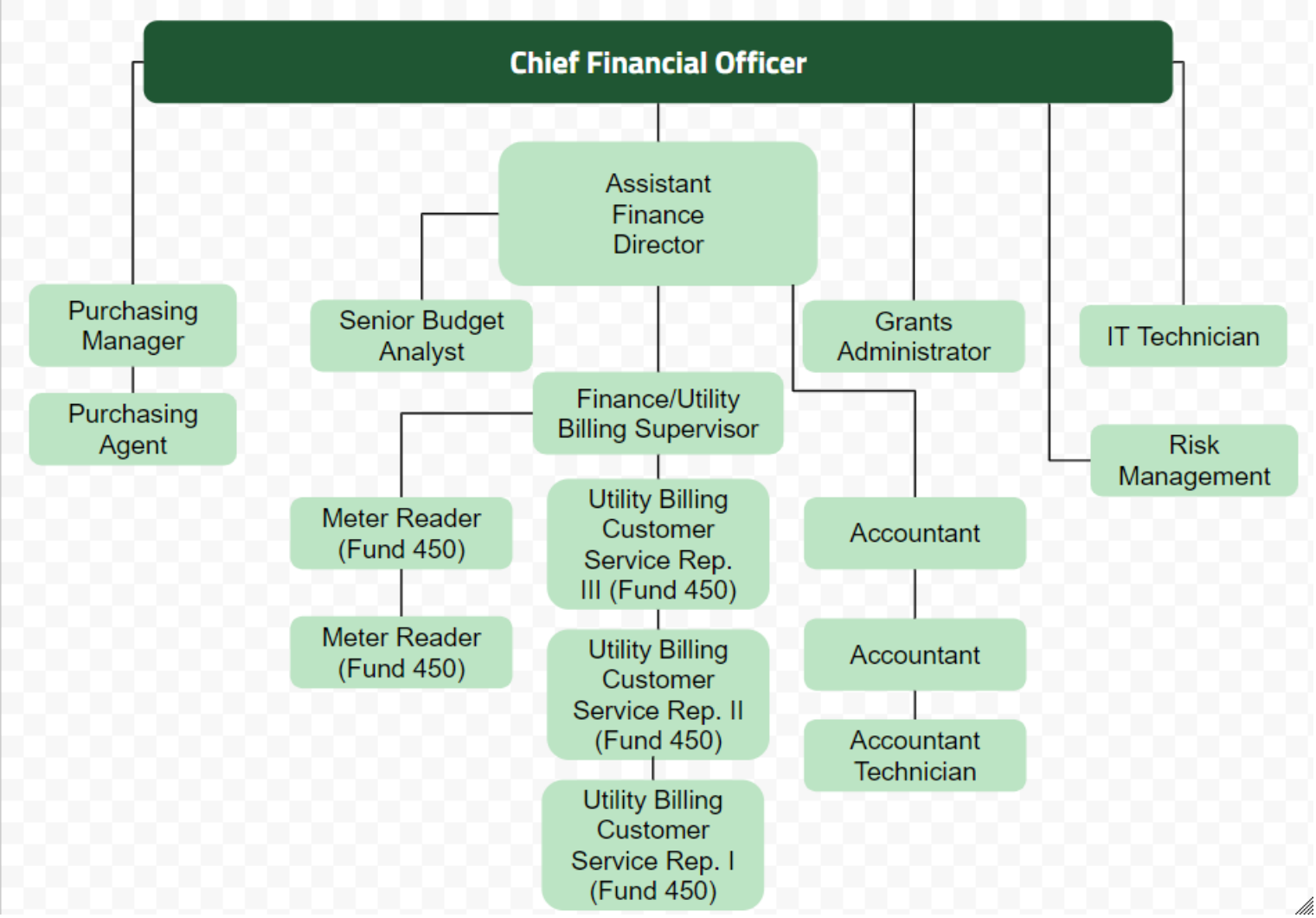
Note - Battalion chiefs are assigned to Station 17. Also, four vehicles per shift with three fire rescue personnel per vehicle are 36 positions. 52 personnel are assigned to ensure coverage due to leave, rotation balancing (Kelly days), training, and other requirements.


Cooper City Organization Chart
District Chief of Police/Captain
Community Outreach Team (2) / COPS
Admin Specialist II
Executive Officer Lieutenant
Admin Specialist I
Special Operations
Patrol Operations Lieutenant
Criminal Investigation Sergeant
Real Time Crime Center Sergeant
Sergeant Code Enforcement
Sergeant Traffic (4)
Alpha Green (7) Deputies
Bravo Green Sergeant (7) Deputies/ FTO Coordinator
Admin Support Specialist
Community Service Aides (9)
Code Officers (4)
Sergeant School/SR O's (6) Explorers
Alpha Gold (7) Deputies
Bravo Gold Sergeant (7) Deputies/ FTO Coordinator
Investigative Aide II
Parking Enforcement (2)
PSU Deputies (3)
Detectives (4)
Juvenile Offender JJDPA Compliance
CST Detectives (2)
Sex Predator/Career Criminal


City Clerk
Assistant City Clerk
Senior Administrative Specialist
Administrative Specialist
Administrative Specialist .5(PT)



* Positions funded by the Building Inspection Services Fund.
** Positions equally funded by the Building Inspection Services Fund and the General Fund.
(1) One Administrative Specialist is funded in a 40/60 split between the General Fund and the Building Inspection Services Fund.


Chief Financial Officer
Assistant Finance Director
Purchasing Manager
Purchasing Agent
Senior Budget Analyst
Finance/Utility Billing Supervisor
Meter Reader (Fund 450)
Meter Reader (Fund 450)
Utility Billing Customer Service Rep. III (Fund 450)
Utility Billing Customer Service Rep. II (Fund 450)
Utility Billing Customer Service Rep. I (Fund 450)
Grants Administrator
Accountant
Accountant
Accountant Technician
IT Technician
Risk Management

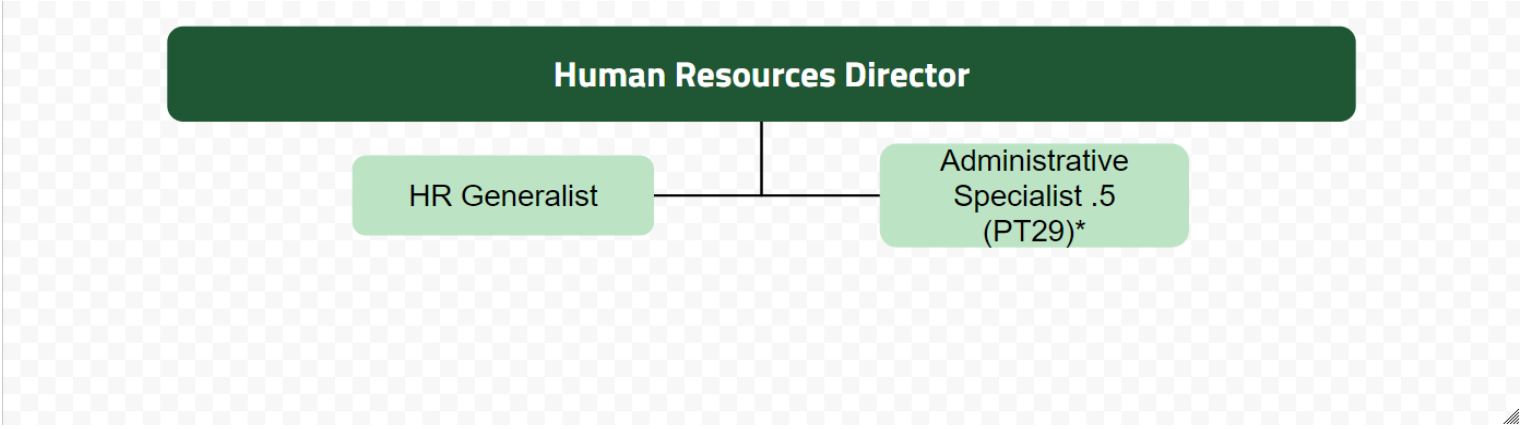
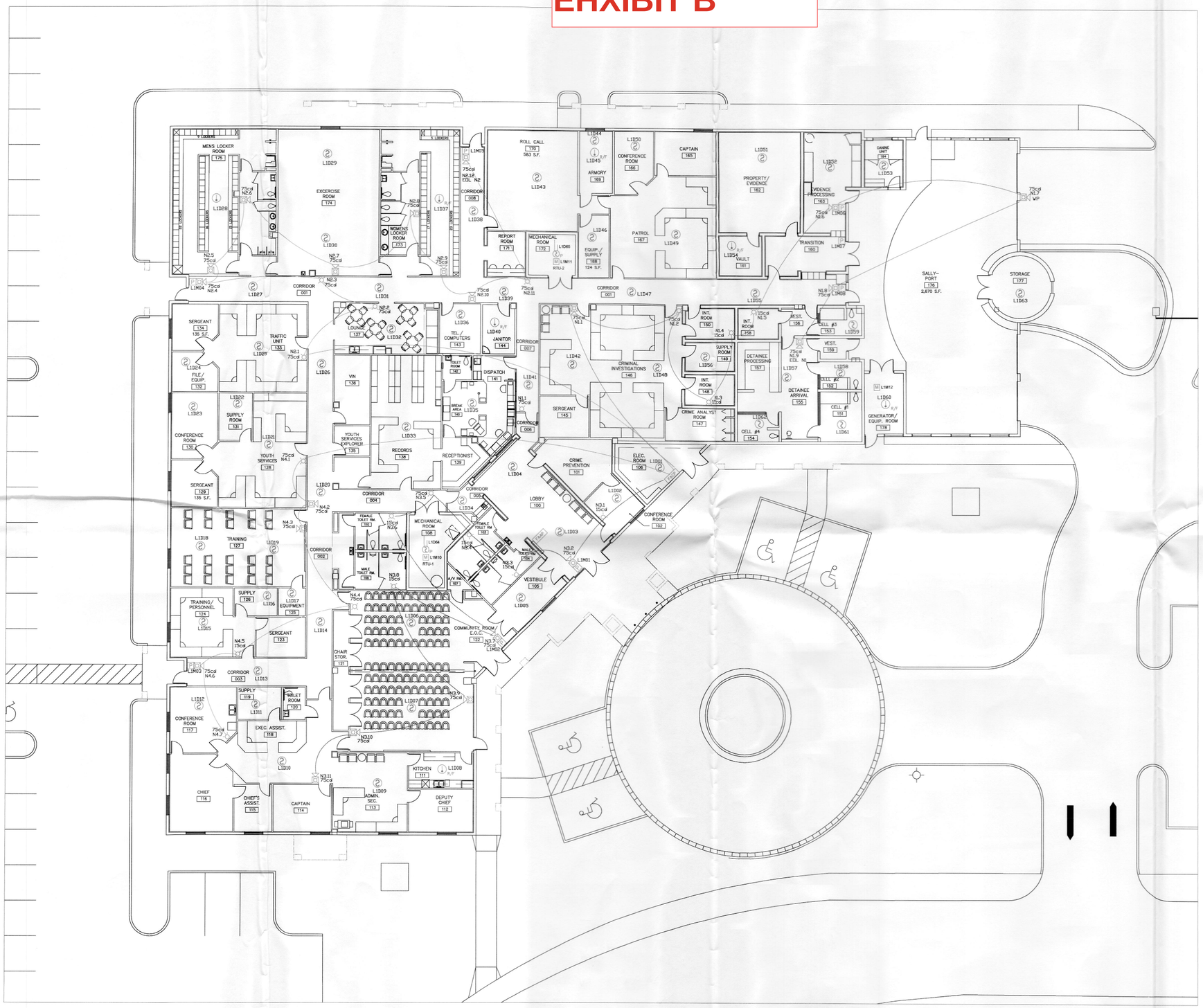

Human Resources Director
HR Generalist
Administrative Specialist .5 (PT29)*

EXHIBIT B

EHXIBIT B



FIRE ALARM CONTRACTOR

CITY FIRE INC

5708 Southwest 25th Street
WEST PARK FLORIDA, 33023
PHONE: (954) 987-1338

ETL CERTIFICATION NUMBER
100484177ATL-001

QUALIFIER: GLENN LAUREN
EF 0001073

Received on
NOV 04 2016
City of Cooper City
Building Department

OFFICE COPY

PROJECT

Broward Sheriff's Office
District 16
10580 Stirling Road
Cooper City, FL. 33328

REVISIONS

No.	DATE	DESCRIPTION

ENGINEER

GATOR ENGINEERING ASSOCIATES, INC.
1515 NW 167th STREET, SUITE 330
COOPER CITY, FL. 33330
TEL: (954) 434-5905 FAX: (954) 434-5904
CERTIFICATE OF AUTHORIZATION NUMBER 30230

DATE: 11/2/16
REGINA BOBO-JACKSON, P.E.
FL. P.E. NO.: 38550

SEAL

SEAL

PROJECT PHASE

- ☐ SITE PLANNING
- ☐ SCHEMATIC DESIGN
- ☐ DESIGN DEVELOPMENT
- ☐ CONSTRUCTION DOCUMENTS
- ■ SHOP DRAWINGS/PERMIT SET

FIRE ALARM PLAN

PROJECT NUMBER:	
ISSUED:	11/1/16
DRAWN BY:	R.J.M.
CHECKED BY:	
SCALE:	1/8" = 1'

SHEET

FA - 2
2 OF 3

NEW Vinyl Floor Throughout space.

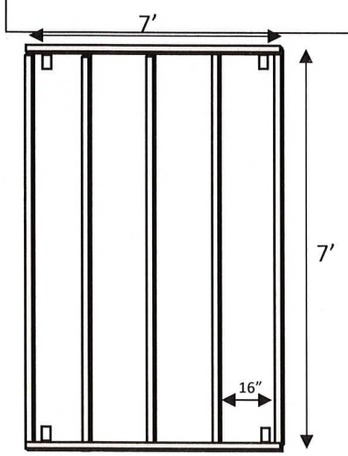
Installation of new fixed 4’ x 4’ window.

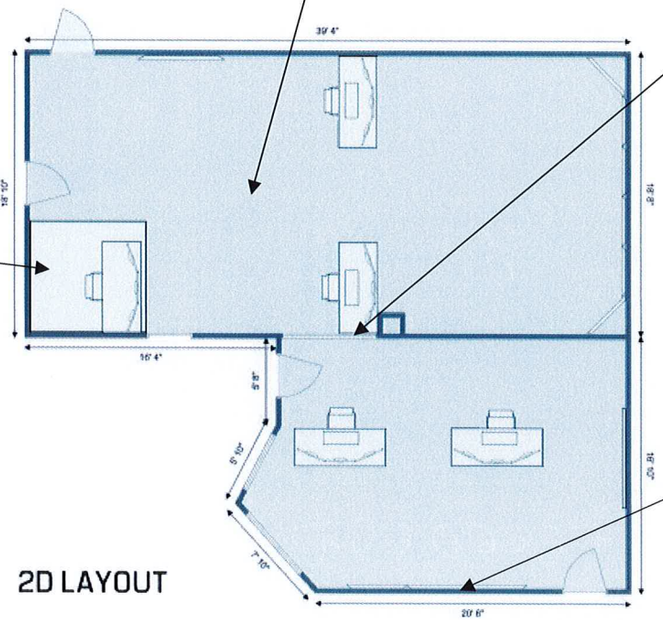
7’ x 7’ x 6” Raised Wood Platform

2” x 6” Runners; 16” O.C.

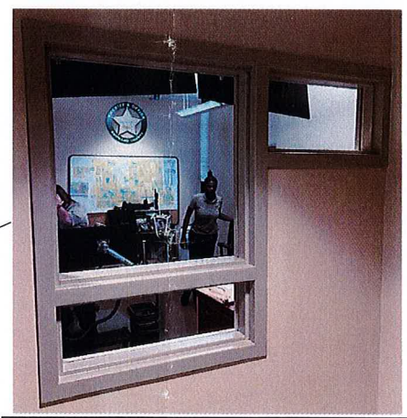
4” L Bracket fastened to floor 3/8” tap con on each corner.

¾ Plywood finish.





2D LAYOUT



Remove Window.

Typical metal wall stud 3 5/8” with 5/8” wood backing for future TV Support.

X

Gerhold Electric Inc. EC#13007778
Clayton Gerhold President

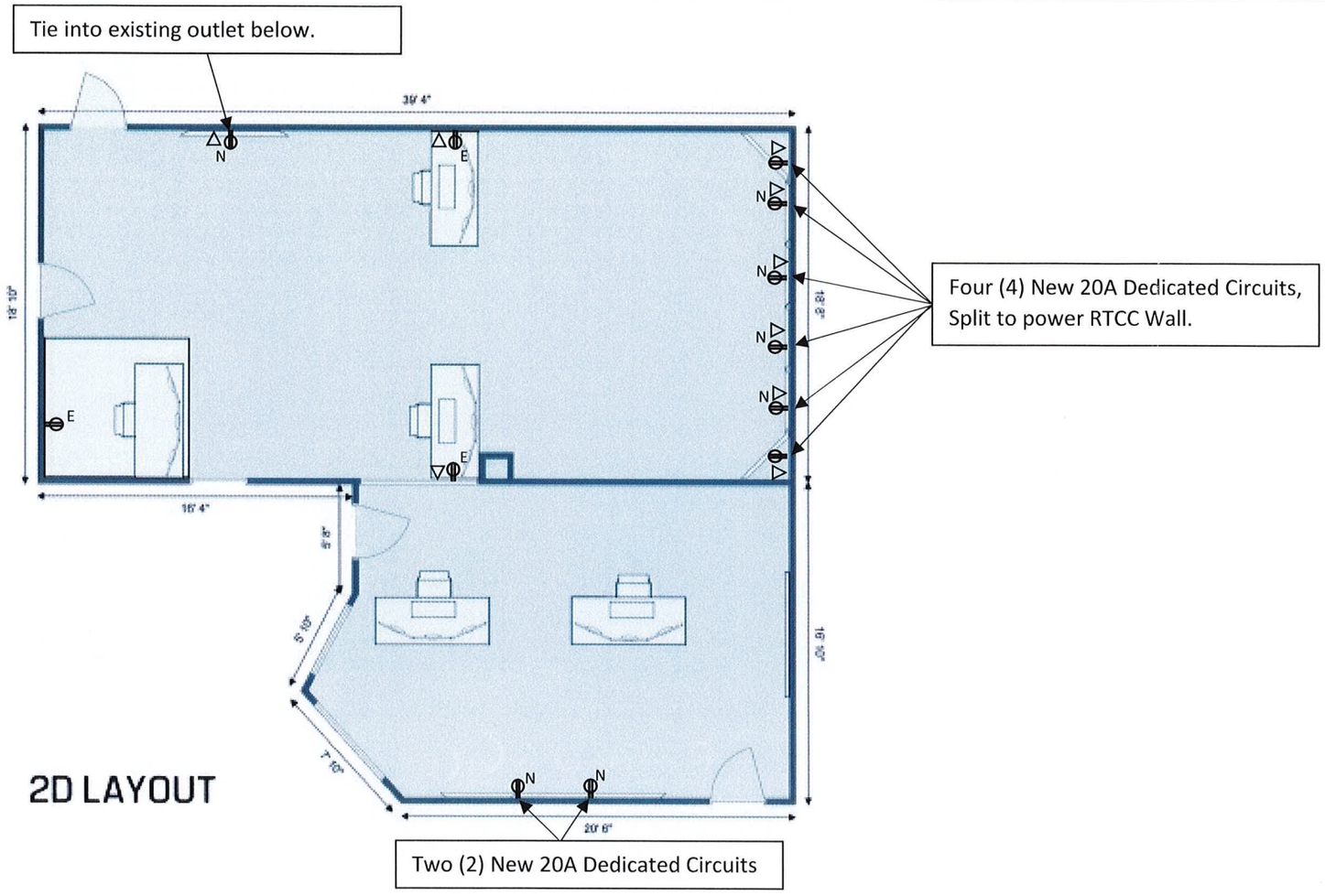
COOPER CITY REAL TIME CRIME CENTER

10580 STIRLING RD HOLLYWOOD, FL 33026

GERHOLD Electric Inc. EC#13007778
754-581-4510

A-01

0315



2D LAYOUT

X

Gerhold Electric Inc. EC#13007778
Clayton Gerhold President

COOPER CITY REAL TIME CRIME CENTER

10580 STIRLING RD HOLLYWOOD, FL 33026

GERHOLD Electric Inc. EC#13007778
754-581-4510

E-01

EXHIBIT C

EXHIBIT C

FIRE RESCUE COOPER CITY

STATION 28

10550 STIRLING ROAD

COOPER CITY, FLORIDA 33328



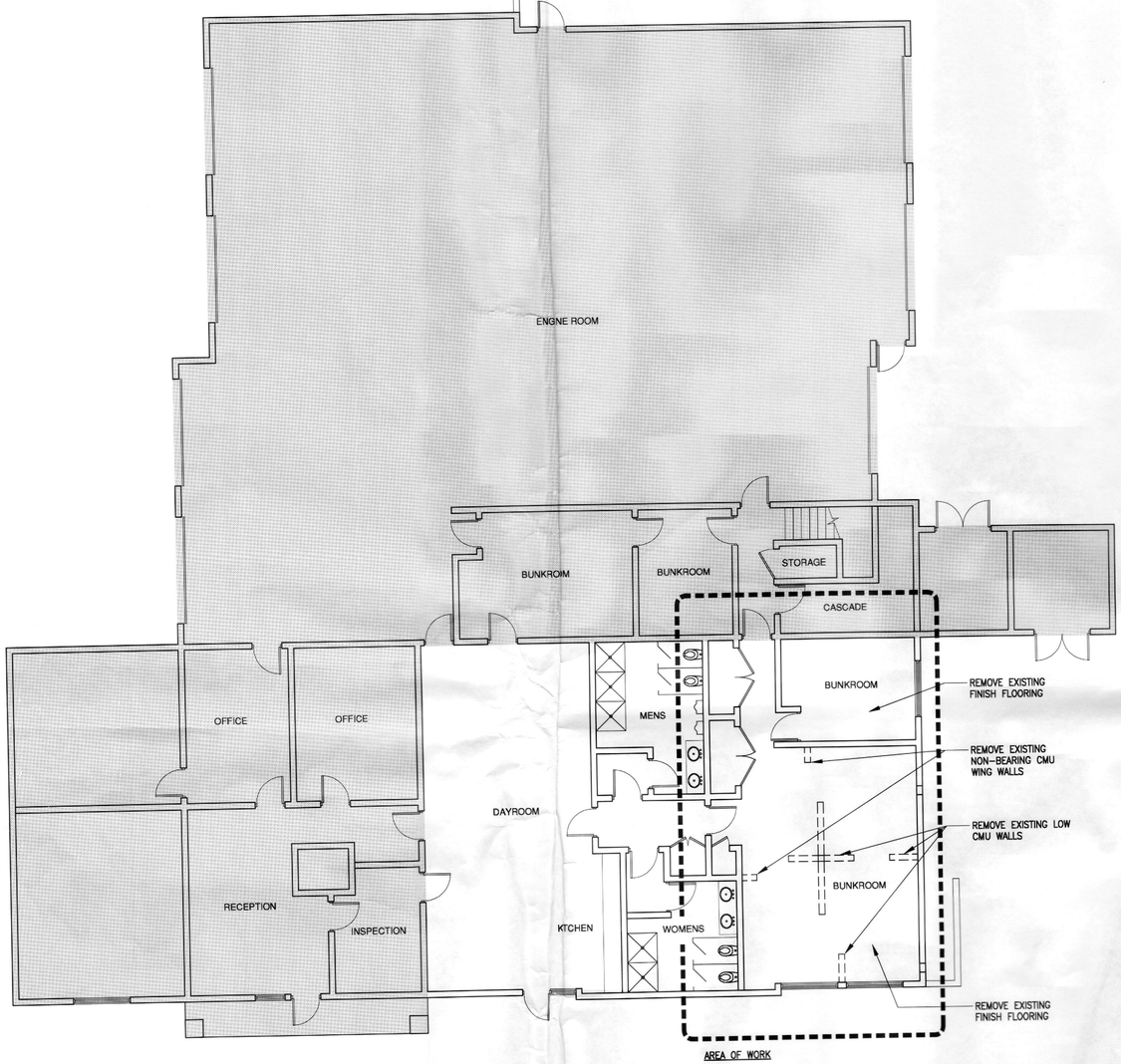
JANUARY 5, 2015

RAFAEL LABRADA ARCHITECT
8230 N.W. 172nd STREET
HIALEAH, FL 33015
305.331.5416
ARCHITECT of RECORD

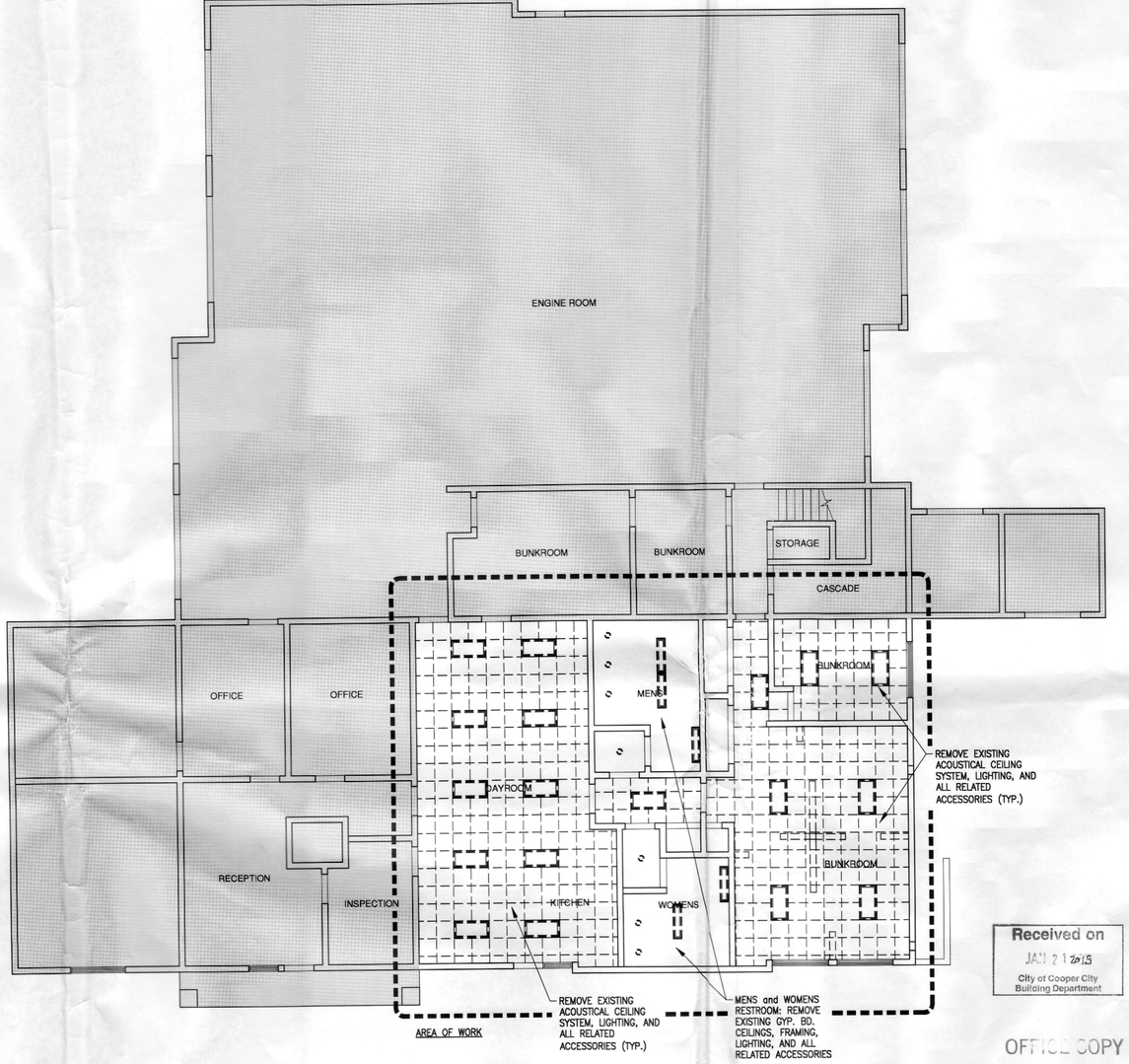
Received on
JAN 21 2015
City of Cooper City
Building Department

OFFICE COPY

PAGES
A-1
A-2
E-1A
E-2
E-3



FLOORPLAN-DEMO
SCALE: 1/8"=1'-0"



REFLECTED CEILING PLAN-DEMO
SCALE: 1/8"=1'-0"

GENERAL DEMOLITION REQUIREMENTS:

1. CONTRACTOR SHALL REVIEW ALL DOCUMENTS AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS APPLICABLE TO THE DEMOLITION WORK. IF ANY ITEMS AND/OR SYSTEMS ARE OTHER THAN AS DESCRIBED ON THESE DRAWINGS OR IF ANY CONFLICTS, OMISSIONS, ETC. ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE A/E IN A TIMELY MANNER WITHOUT DELAYING THE WORK PRIOR TO PROCEEDING WITH WORK IN THAT AREA.
2. NOTIFY DESIGN PROFESSIONAL OF ANY UNUSUAL CONDITIONS OR DISCREPANCIES DISCOVERED THAT ARE NOT IDENTIFIED ON THE DRAWINGS AND THAT MIGHT IMPACT THE INTEGRITY OF THE BUILDING BEFORE PROCEEDING WITH ANY WORK IN THAT AREA.
3. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER
4. PRIOR TO COMMENCEMENT OF CUTTING, REMOVAL, DEMOLITION, ETC., THE CONTRACTOR SHALL IDENTIFY THE PRESENCE OF AND LOCATE ALL EXPOSED AND CONCEALED UTILITIES IN THE INTERIOR OF THE BUILDING, WHICH MAY CAUSE HAZARDOUS CONDITIONS TO WORKERS AND/OR OCCUPANTS AS A RESULT OF CONSTRUCTION SHOULD THE CONTRACTOR DETERMINE THAT IT IS UNFEASIBLE OR IMPRACTICAL TO IDENTIFY AND LOCATE CONCEALED UTILITIES, THE CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS TO INSURE THAT HAZARDS FROM UTILITIES ARE ELIMINATED IN THE AREA(S) IN QUESTION, AS WELL AS AREAS AFFECTED BY SUCH WORK.
5. ALL WORK, MATERIALS, AND METHODS SHALL BE IN CONFORMANCE WITH THE CURRENT CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION.
6. REMOVE COMPLETELY FROM THE SITE AND LEGALLY DISPOSE OF ALL DEBRIS GENERATED BY THE DEMOLITION WORK AS THE WORK PROGRESSES. STOCKPILING OF DEBRIS AND BURNING OF DEBRIS ON THE PREMISES IS STRICTLY PROHIBITED.

SHADING INDICATES AREAS OF EXISTING BUILDING THAT ARE TO REMAIN AND NOT-IN-CONTRACT. NO SCOPE OF WORK IS ANTICIPATED IN THESE AREAS.

HIALEAH, FL 33015
305.331.5416

SEAL
01/14/15

RAFAEL LABRADA
REGISTERED ARCHITECT
FL. ARCH. REG. NO. AR92404

FIRE RESCUE COOPER CITY
STATION 28
10550 STIRLING ROAD
Cooper City, FL 33328

Received on
JAN 21 2015
City of Cooper City
Building Department

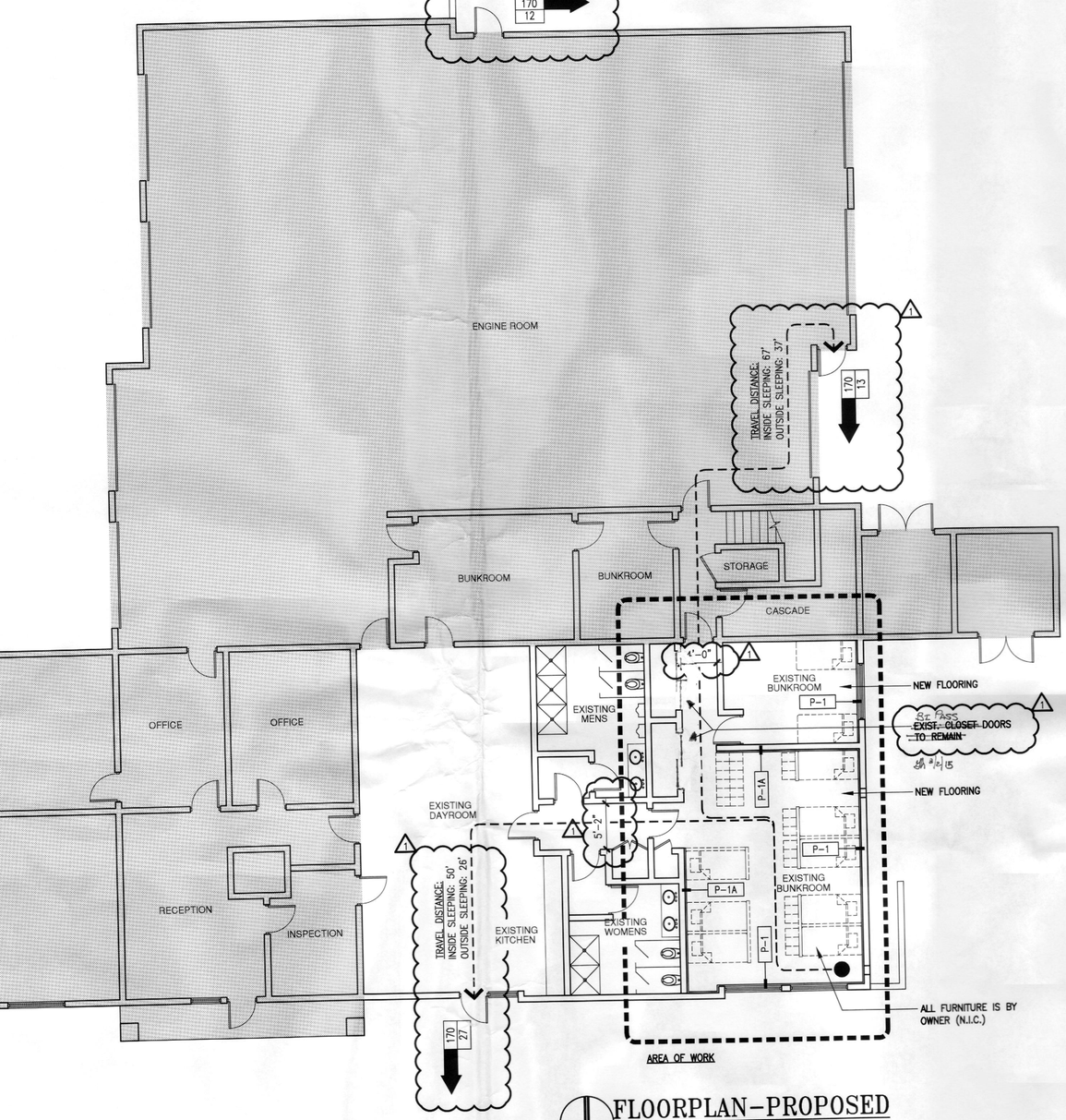
OFFICE COPY

PROJECT NO.: 2015-005	ISSUE DATE
	01/05/15
	REVISION DATE

CADD FILE NAME
A-1

DRAWING TITLE
DEMO

SHEET NUMBER
A-1



FLOORPLAN-PROPOSED
SCALE: 1/8"=1'-0"



REFLECTED CEILING PLAN-PROPOSED
SCALE: 1/8"=1'-0"

BUILDING CODE AND LIFE SAFETY CODE ANALYSIS:

JURISDICTION:
COOPER CITY

APPLICABLE CODES:
FLORIDA BUILDING CODE (FBC) 2010
FLORIDA BUILDING CODE – EXISTING BUILDINGS (FEBC) 2010
FLORIDA FIRE PREVENTION CODE (FFPC) 2010

CLASSIFICATION OF WORK:
LEVEL OF ALTERATION: LEVEL 2 (FEBC-404.1)

PROJECT DESCRIPTION:
THE PROJECT CONSISTS OF THE REMOVAL AND REPLACEMENT OF EXISTING FLOORING, CEILINGS, LIGHTING, AND ASSOCIATED ELECTRICAL IN THE AREAS SHOWN.

EXISTING USE and OCCUPANCY (FBC CHAPTER 3):
B-BUSINESS (OFFICES)
R-2 RESIDENTIAL (SLEEPING AREAS)
S-2 STORAGE (ENGINE ROOM)

XXX — MAX. EXIT CAPACITY OF DOOR (IN PERSONS)
XX — ACTUAL NUMBER OF PERSONS EXITING

MINIMUM TYPE OF CONSTRUCTION (FBC TABLE 601):
TYPE V-B
BUILDING AREA: 10,120± G.S.F.

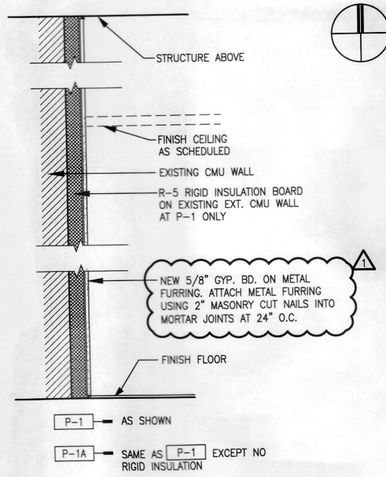
OCCUPANT LOAD CALCULATION (FBC TABLE 1004.1.1):

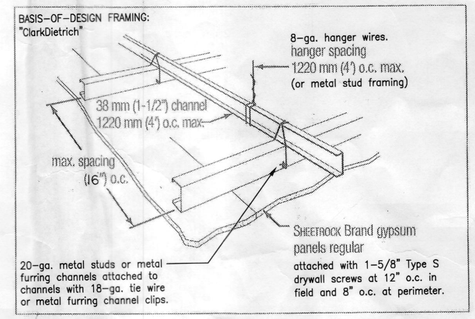
BUSINESS AREAS: 1,961± G.S.F. / 100 =	20	PERSONS
RESIDENTIAL AREAS: 2,772± G.S.F. / 200 =	14	PERSONS
STORAGE AREAS: 5,388± G.S.F. / 300 =	18	PERSONS
TOTAL:	52	PERSONS

FIRE PROTECTION:
EXISTING BUILDING IS NOT SPRINKLERED

TRAVEL DISTANCE:
WITHIN SLEEPING AREA: 75' COMMON PATH (FBC 1014.3 Exception #4)
OUTSIDE SLEEPING AREA: 100' (FBC TABLE 1016.1)

DOORS:
ALL DOORS ARE EXISTING TO REMAIN. NO NEW DOORS ARE PART OF PROJECT SCOPE OF WORK.





1/A-2 CEILING DETAIL
SCALE: N.T.S.

OFFICE COPY

CORRECTIONS

Received on FEB 25 2015 City of Cooper City Building Department

RAFAEL LABRADA
REGISTERED ARCHITECT
FL. ARCH. REG. NO. AR92404
305.331.5416

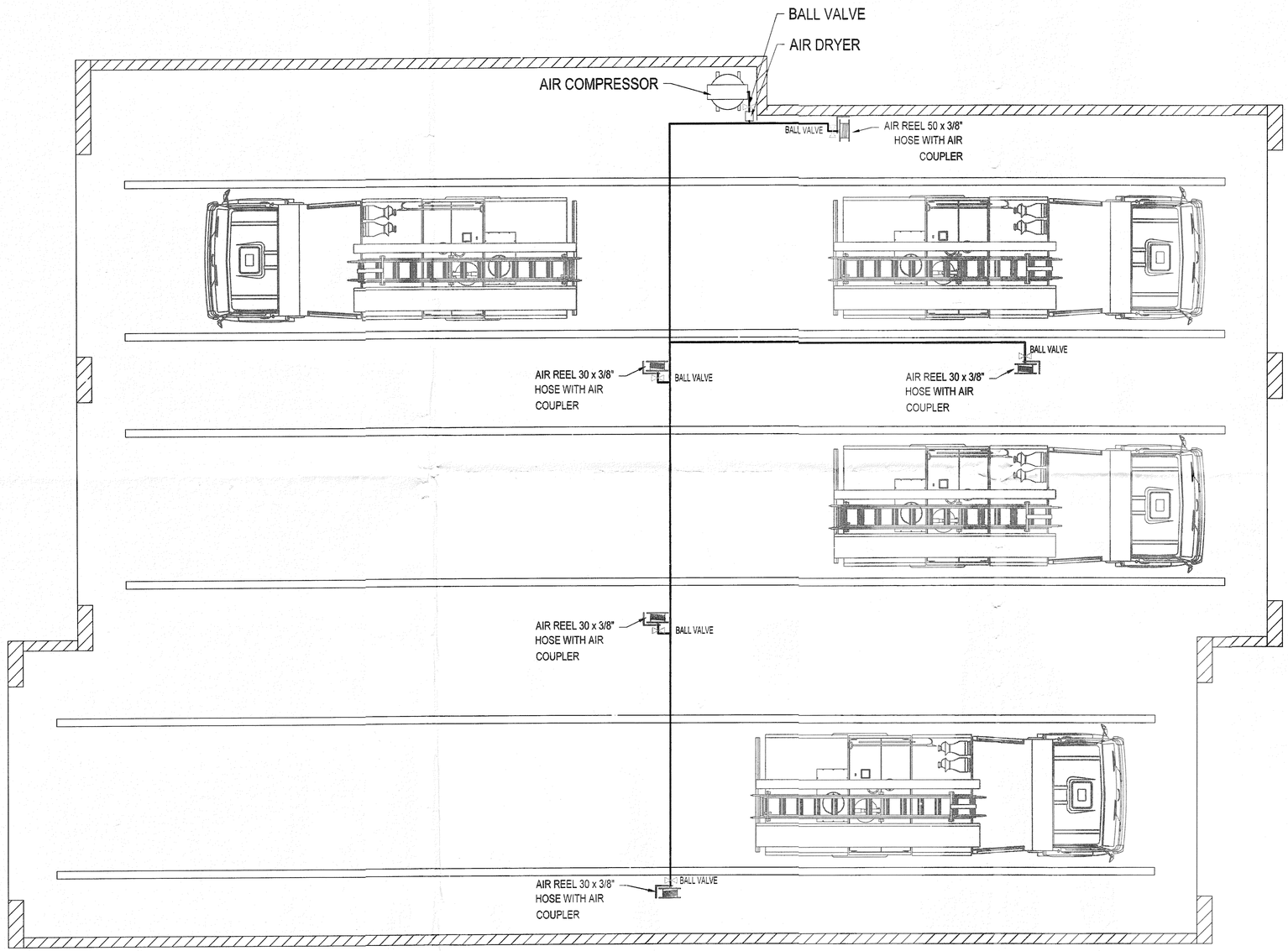
SEAL 2-13-15

FIRE RESCUE COOPER CITY STATION 28
10550 STIRLING ROAD
Cooper City, FL 33328

PROJECT NO.: 2015-005

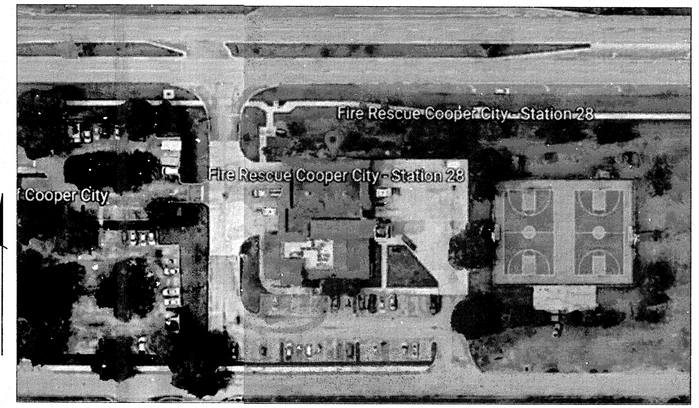
ISSUE DATE
01/05/15
REVISION DATE
1 02/24/

CADD FILE NAME: A-2
DRAWING TITLE: PROPOSED
SHEET NUMBER: A-2



FIRE STATION PLAN
SCALE : 1/4" = 1'-0"

SITE PLAN



Note:
FBC 7th Edition (2020) Now enforced as of December 31st, 2020

AIR REEL 30X3/8" HOSE WITH AIR COUPLER

BALL VALVE

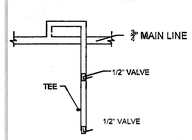
24" X 24" AIR DRYER

BALL VALVE

AIR COMPRESSOR 5 HP, 1 PHASE 220 VOLT 80 GALLON TANK

LEGEND OF PIPELINES
AIRLINE 20 MM ALUMINUM AIRLINE, 300 PSI RATED, RAN FROM COMPRESSOR TO AIR REELS IN GARAGE

AIRLINE DROP DETAIL



TEARDROP HANGER FOR SUSPEDNING PIPES FROM CEILING, WALLS OR FLOORS

UNISTRUT WITH CLAMP FOR SUSPENDING ON WALLS, CEILING OR FLOORS

AIR COMPRESSOR 80 GALLON 5 HP 220 volt 1 Ph

ONE 1/2"x5-1/2" WEDGE ANCHOR (TORQUE: 44 FT-LB) PER AIR COMPRESSOR LEG QUANTITY OF 4 LEGS

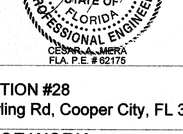
MECHANICAL APPROVED
BY: DATE: 7/15/21

J21-01582

Jobbers
Equipment Warehouse Inc.
Project Design & Layout Team
5440 NW 78th Ave.
Miami, FL 33166
Tel: 305-592-8730

CONSULTANTS
CAM ENGINEERING LLC
CONSULTING ENGINEERS, M/E/P
5520 SW 98 AVENUE
MIAMI FLORIDA 33165
Ph: 305-4847276
NAME: CESAR A. MERA
P.E. NUMBER: 62175

SEAL:



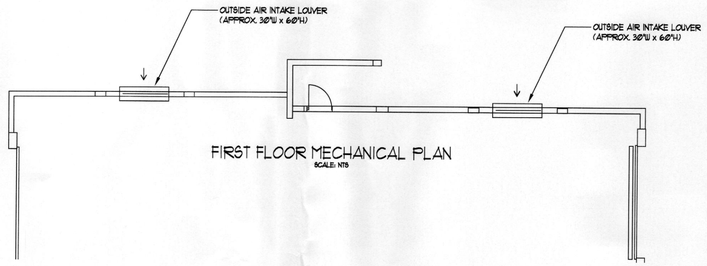
FIRE STATION #28
10550 Stirling Rd, Cooper City, FL 33326

SCOPE OF WORK
PROVIDE AIR COMPRESSOR 5HP, AIR DRYER, AND AIR REELS (5) INSIDE STATION GARAGE.

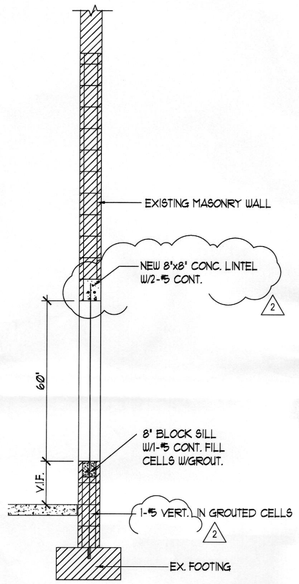
REVISIONS: RECEIVED ON JUL 14 2021 CITY OF COOPER CITY BUILDING DEPARTMENT

OFFICE COPY

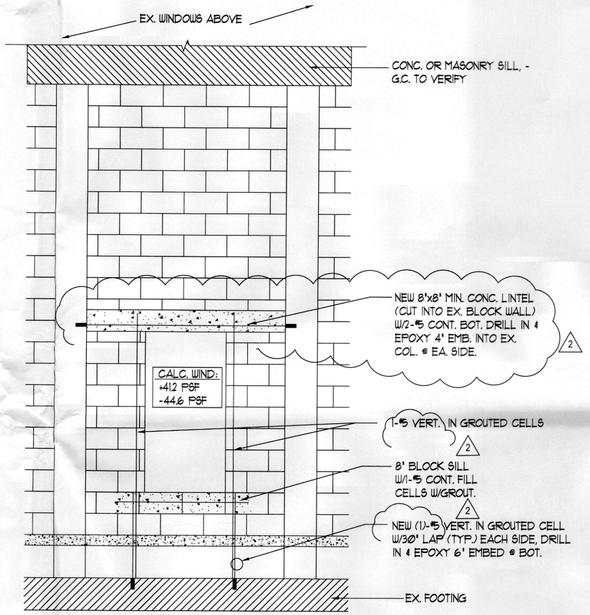
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DATE: 7/1/2021
SHEET NUMBER: 1



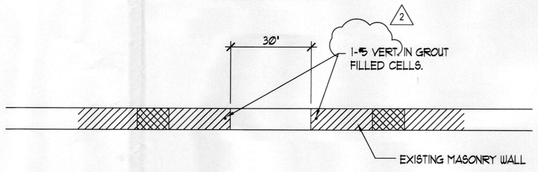
FIRST FLOOR MECHANICAL PLAN
SCALE: NTS



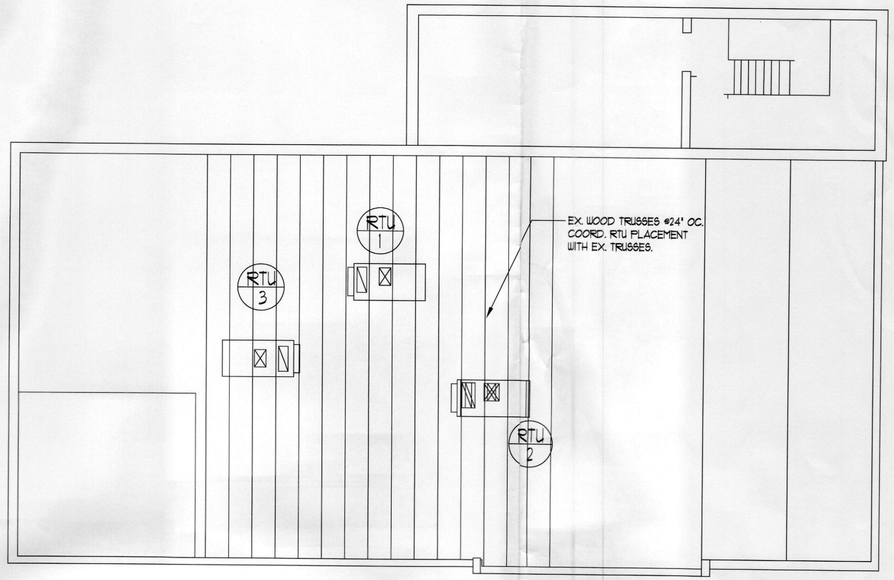
SIDE VIEW SECTION



ELEVATION VIEW

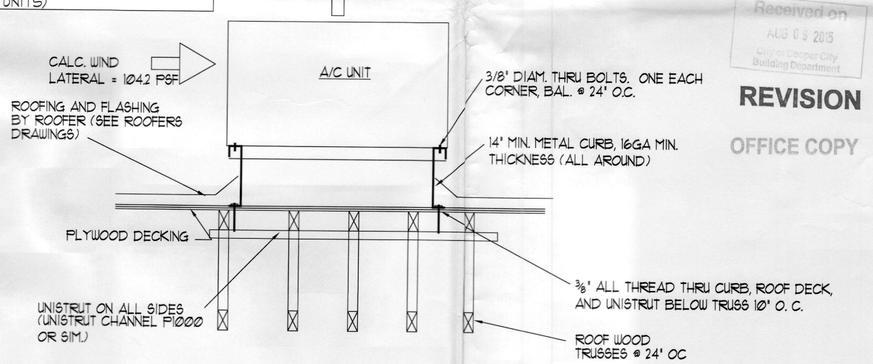


PLAN VIEW



LOW ROOF RTU PLAN

WIND CALCULATIONS ARE BASED ON: FBC 2010, ASCE7-10, V=180 MPH (ULTIMATE), EXPOSURE "C", CALC WIND PRESSURES ARE IN A.S.D UNITS)



TYP. ROOF TOP A/C CURB CONN. DETAIL TO WOOD TRUSSES (N.T.S.)

Received on
AUG 0 9 2015
City of Cooper City
Building Department

REVISION

OFFICE COPY

STRUCTURAL APPROVED
BY: [illegible] DATE: 8/12/15

5/28/2015

GERSHON KLIEGER
LICENSE
No 36109
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NO	DATE	REVISION	BY
1	2/13/2015	BD COMMENTS	GDK
2	5/18/2015	COORD.	

NO	DATE	REVISION	BY

DESIGNED GDK DATE FEB. 2014
CHECKED GDK DATE MARCH 2014
ISSUED FOR DATE MARCH 2014

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 514

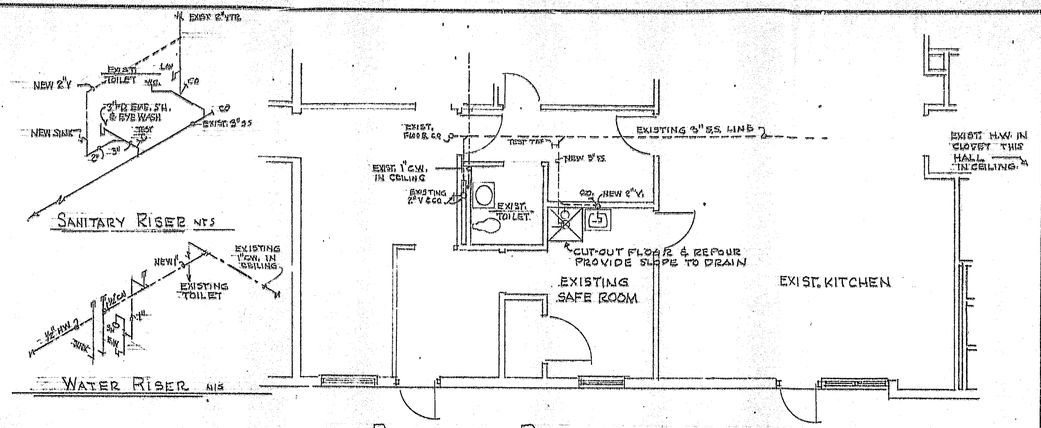
COOPER CITY FIRE STATION IMPROVEMENTS
COOPER CITY, FLORIDA

GDK Proj. No.: 14.007

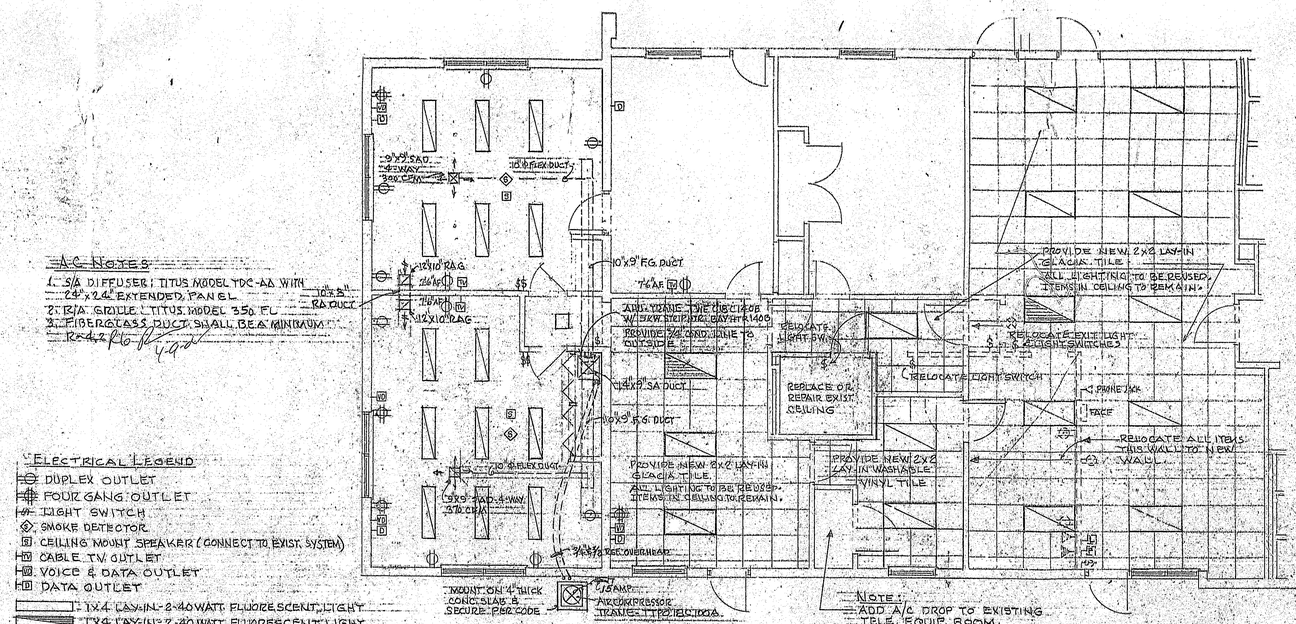
G.D. Klieger, Inc.
Consulting Structural Engineers
1909 Harrison St., Suite 204
Hollywood, Florida 33020-6017
Phone: (954) 923-2111
FAX: (954) 923-4949
Email: gklieger@att.net
EB 0004481
Gershon D. Klieger, PE FL PE #36109

SCALE N.T.S.
PROJECT No 08-2276.31
PURPOSE OF THIS SET
SHEET: S-1 OF SHEETS

File Name: \\GDK-DESKTOP-HP\Desktop-C\Users\GDK-Desktop\Desktop\KLARA - DRAWINGS\DeltaG-CooperCity FS-28\14.007-S-1 (REV #2 5-18-15).dwg - (Plotted by: G. Klieger on Friday, May 29, 2015 11:01:19 AM)



PLUMBING PLAN SCALE: 1/4"=1'0"



ELECTRICAL FLOOR & CEILING PLAN SCALE: 1/4"=1'0"

AIRCONDITION PLAN (SEE DWG'S E-1 THRU E-2 FOR ELECTRICAL)

No.	DATE	BY	REVISIONS
1	2/22/01	JHH	REV. REST ROOM
2	3/15/01	JHH	MOVED A/C LAYOUT
3	3/30/01	JHH	DELETE A/C CLOSET, DELETE EXH. EXHAUST

FILE NAME:

ISSUE DATE: FEB. 14, 2001

SEAL

JOHN H. HANEY, ARCHITECT
1352 BAYBERRY DRIVE
PLANTATION, FLORIDA (954)791-8628

PROJECT NAME
ADDITION & REMODLING OF THE CENTRAL FIRE STATION
10550 STIRLING ROAD
COOPER CITY, FLORIDA

DESIGNED	DR'WN	CHECKED
J.H. HANEY	J.H.	

SHEET TITLE
PLUMBING PLAN
ELECTRICAL & A/C LAYOUT PLANS

SHEET No. A-4 of 4

57

EXHIBIT D

MAP OF BOUNDARY&TOPOGRAPHIC SURVEY

EXHIBIT D

REMOVE EXISTING 6' CLF AND INSTALL NEW 8' HIGH CLF BLACK VINYL 1,000 LF

ROLING GATE

ROLING GATE

STIRLING ROAD

120' PUBLIC RIGHT-OF-WAY
23' ASPHALT PAVEMENT

JAMES DICKINSON DRIVE
23' ASPHALT PAVEMENT

EMBASSY DRIVE NORTH
110' PUBLIC RIGHT-OF-WAY

ONE STORY
C.B.S. BUILDING
(BROWARD SHERIFF COOPER CITY)

TWO STORY
C.B.S. BUILDING
(FIRE RESCUE COOPER CITY)

HOCKEY COURT

SOUTH ¼ CORNER
SEC. 31-50-41
N87°50'01"E (C)
90.00' (C)

NORTH LINE
SEC. 6-51-41
N87°50'15"E (R)
N87°50'01"E (C)
593.40' (R&M)

WEST LINE
SEC. 6-51-41
N42°50'15"E (R)
N42°50'01"E (C)
49.50' (R&M)

S85°19'11"E (R)
S85°19'25"E (C)
100.72' (R&M)

S02°09'45"W (R)
S02°09'45"W (C)
74.41' (R&M)

N02°10'00"W (C)
74.41' (R&M)

GRAPHIC SCALE IN FEET
30 0 15 30 60
SCALE: 1" = 30'

N
W E
S

CONTINUED SHEET 3 OF 8

CONTINUED SHEET 5 OF 8

LEGEND AND ABBREVIATIONS

- = PALM TREE
- = TREE
- = ORNAMENTAL TREE
- = TEMPORARY SITE BENCHMARK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- ADA = AMERICAN DISABILITY ACT
- (2)"Ø = INDICATES NUMBER OF PIPES AND THE DIAMETER OF PIPES
- INV. = INVERT
- ELEV. = ELEVATION
- TYP. = TYPICAL
- IRR = IRRIGATION
- EX = EXISTING
- ST = STORM
- SAN = SANITARY
- G = GAS
- W = WATER
- COM = EXISTING UNDERGROUND COMMUNICATION LINE
- E = EXISTING UNDERGROUND ELECTRIC LINE
- FO = FIBER OPTIC
- CATV = CABLE TELEVISION
- ELEC. = ELECTRIC
- x 0.00 = SPOT ELEVATION
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK STUCCO
- C.L.F. = CHAIN LINK FENCE
- W.F. = WOOD FENCE
- M.F. = METAL FENCE
- B.W.F. = BARBED WIRE FENCE
- FF = FINISH FLOOR
- FDC = FIRE DEPARTMENT CONNECTION
- D = DIAMETER OF TREE (TAKEN AT BREAST HEIGHT)
- H = HEIGHT OF TREE
- S = SPREAD (CANOPY OF TREE)
- PVC = POLYVINYL CHLORIDE PIPE
- HDPE = HIGH-DENSITY POLYETHYLENE
- (R) = RECORD
- (C) = CALCULATED
- (M) = MEASURE
- C.M. = CORRUGATED METAL
- C.I. = CAST IRON
- LB = LICENSE BUSINESS
- Δ = DELTA
- L = ARC LENGTH
- A = CENTRAL ANGLE
- R = RADIUS
- T = TANGENT
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- PCL = POINT OF CURVATURE
- SVC = STRUCTURAL LIGHT POLE
- WLP = WOODEN LIGHT POLE
- MLP = METAL LIGHT POLE
- CLP = CONCRETE LIGHT POLE
- R/W = RIGHT-OF-WAY
- P.B. = PLAT BOOK
- S = SECTION LINE
- C = CENTERLINE
- B = BASELINE
- M = MONUMENT LINE
- = TRAFFIC SIGNAL BOX
- = TRAFFIC SIGNAL CABINET
- = BOLLARD
- = PEDESTRIAN SIGNAL
- = TRAFFIC HANDHOLE
- = TRAFFIC MANHOLE
- = TRAFFIC CAMERA
- = TRAFFIC MARKER SIGN
- = TRAFFIC SIGNAL MAST ARM
- = SIGN
- = TRAFFIC SENSOR
- = CABLE TELEVISION MANHOLE
- = CABLE TELEVISION HANDHOLE
- = CABLE TELEVISION VAULT
- = CABLE TELEVISION MARKER SIGN
- = CABLE TELEVISION MARKER FLAG
- = CONCRETE LIGHT POLE
- = FLOODLIGHT
- = ELECTRIC BOX
- = ELECTRIC SWITCH
- = WOODEN UTILITY POLE
- = CONCRETE UTILITY POLE
- = METAL UTILITY POLE
- = ELECTRIC TRANSFORMER
- = GUY ANCHOR
- = GUY ANCHOR POST
- = ELECTRIC MANHOLE
- = ELECTRIC METER
- = ELECTRIC HANDHOLE
- = ELECTRIC VAULT
- = ELECTRIC MARKING FLAG
- = ELECTRIC MARKING SIGN
- = GAS VALVE
- = GAS UTILITY BOX
- = GAS MANHOLE
- = GAS HANDHOLE
- = GAS METER
- = GAS VAULT
- = GAS WELL
- = GAS MARKER FLAG
- = GAS MARKER SIGN
- = COMMUNICATION BOX
- = COMMUNICATION MANHOLE
- = COMMUNICATION VAULT
- = COMMUNICATION HANDHOLE
- = COMMUNICATION MARKER SIGN
- = COMMUNICATION MARKER FLAG
- = GARBAGE RECEPTACLE
- = PAYPHONE
- = BASKETBALL HOOP
- = HANDICAP PARKING SPACE
- = WATER METER
- = IRRIGATION VALVE
- = WATER VALVE
- = FIRE HYDRANT
- = AIR RELEASE VALVE
- = WATER BOX
- = WATER CONNECTION
- = WATER HANDHOLE
- = WATER MANHOLE
- = WATER TANK
- = WATER VAULT
- = WATER WELL
- = WATER MARKING FLAG
- = WATER MARKING SIGN
- = STORM MANHOLE
- = STORM METER
- = STORM HANDHOLE
- = STORM VAULT
- = CATCH BASIN
- = STORM MARKER FLAG
- = STORM MARKER SIGN
- = TELEPHONE MANHOLE
- = TELEPHONE BOX
- = TELEPHONEHANDHOLE
- = TELEPHONE BOX
- = TELEPHONE MARKER SIGN
- = NEWSPAPER DISPENSER
- = MAILBOX
- = BORING HOLE
- = SANITARY MANHOLE
- = SANITARY VALVE
- = SANITARY METER
- = SANITARY TANK
- = SANITARY HANDHOLE
- = SANITARY LIFT STATION
- = SANITARY VAULT
- = SANITARY MARKER FLAG
- = SANITARY MARKER SIGN
- = GREASE TRAP MANHOLE
- = CLEANOUT
- = PARKING METER
- = FIBER OPTIC MANHOLE
- = FIBER OPTIC VAULT
- = FIBER OPTIC BOX
- = FIBER OPTIC HANDHOLE
- = FIBER OPTIC MARKER FLAG
- = FIBER OPTIC MARKER SIGN
- = MONITORING WELL
- = FUEL TANK
- = UNKNOWN UTILITY BOX
- = UNKNOWN UTILITY HANDHOLE
- = UNKNOWN UTILITY METER
- = UNKNOWN UTILITY MANHOLE
- = UNKNOWN UTILITY POLE
- = UNKNOWN UTILITY TANK
- = UNKNOWN UTILITY VALVE
- = UNKNOWN UTILITY VAULT
- = UNKNOWN UTILITY MARKER FLAG
- = UNKNOWN UTILITY MARKER SIGN
- = RAILROAD SIGNAL
- = RAILROAD SIGN
- = RAILROAD BOX
- = RAILROAD VAULT
- = RAILROAD HANDHOLE
- = FLAGPOLE
- = PIPELINE BOX
- = PIPELINE HANDHOLE
- = PIPELINE METER
- = PIPELINE MANHOLE
- = PIPELINE VALVE
- = PIPELINE VAULT
- = PIPELINE MARKER FLAG
- = PIPELINE MARKER SIGN

	ASPHALT		BRICK
	PAVER		CONCRETE
	UNIMPROVED		TILE
	GRAVEL		STAMPED CONCRETE

(#1)CATCH BASIN
RIM ELEV.:4.33
WEST INV.:1.13
15Ø R.C.P. PIPE
BOTTOM ELEV.:0.27

(#2)CATCH BASIN
RIM ELEV.:4.43
NORTH INV.:1.77
24Ø C.M. PIPE
SOUTHEAST INV.:-1.67
36Ø C.M. PIPE
BOTTOM ELEV.:-6.37

(#3)STORM DRAINAGE MANHOLE
RIM ELEV.:5.99
NORTH BAFFLED PIPE
EAST BAFFLED PIPE
SOUTH BAFFLED PIPE
BOTTOM ELEV.:-3.16

(#4)CATCH BASIN
RIM ELEV.:6.21
NORTH BAFFLED PIPE
SOUTH BAFFLED PIPE
BOTTOM ELEV.:-1.14

(#5)CATCH BASIN
RIM ELEV.:6.23
NORTH INV.:2.16
18Ø R.C.P. PIPE
EAST INV.:3.26
Ø9 P.V.C. PIPE
SOUTH BAFFLED PIPE
BOTTOM ELEV.:-0.97

(#6)STORM DRAINAGE MANHOLE
RIM ELEV.:6.81
EAST INV.:2.21
18Ø R.C.P. PIPE
SOUTH INV.:2.11
18Ø R.C.P. PIPE
BOTTOM ELEV.:0.56

(#7)CATCH BASIN
RIM ELEV.:5.46
NORTH INV.:2.28
15Ø R.C.P. PIPE
WEST BAFFLED PIPE
BOTTOM ELEV.:0.13

(#8)CATCH BASIN
RIM ELEV.:5.55
SOUTH INV.:2.55
15Ø R.C.P. PIPE
BOTTOM ELEV.:0.4

(#9)CATCH BASIN
RIM ELEV.:5.54
WEST INV.:2.54
15Ø R.C.P. PIPE
SOUTH INV.:2.62
15Ø R.C.P. PIPE
BOTTOM ELEV.:1.19

(#10)CATCH BASIN
RIM ELEV.:5.55
SOUTH INV.:2.60
15Ø R.C.P. PIPE
BOTTOM ELEV.:0.7

(#11)CATCH BASIN
RIM ELEV.:6.20
WEST INV.:2.28
18Ø R.C.P. PIPE
EAST INV.:2.40
15Ø R.C.P. PIPE
BOTTOM ELEV.:0.85

(#12)CATCH BASIN
RIM ELEV.:4.58
NORTH INV.:1.06
15Ø H.D.P.E. PIPE
EAST INV.:1.07
18Ø H.D.P.E. PIPE
BOTTOM ELEV.:-2.62

(#13)CATCH BASIN
RIM ELEV.:4.38
NORTH INV.:1.06
15Ø H.D.P.E. PIPE
EAST INV.:1.07
18Ø H.D.P.E. PIPE
BOTTOM ELEV.:-2.62

(#15)CATCH BASIN
RIM ELEV.:4.58
NORTH INV.:1.98
10Ø P.V.C. PIPE
SOUTH INV.:2.01
8Ø P.V.C. PIPE
BOTTOM ELEV.:1.36

(#16)CATCH BASIN
RIM ELEV.:4.56
NORTH INV.:1.86
10Ø P.V.C. PIPE
SOUTH INV.:1.87
10Ø P.V.C. PIPE
BOTTOM ELEV.:1.31

(#17)CATCH BASIN
RIM ELEV.:4.61
WEST INV.:1.81
12Ø P.V.C. PIPE
SOUTH INV.:1.86
10Ø P.V.C. PIPE
BOTTOM ELEV.:1.20

(#18)CATCH BASIN
RIM ELEV.:4.66
WEST INV.:1.66
15Ø H.D.P.E. PIPE
EAST INV.:1.71
8Ø H.D.P.E. PIPE
SOUTH INV.:1.71
8Ø H.D.P.E. PIPE
BOTTOM ELEV.:1.06

(#19)CATCH BASIN
RIM ELEV.:4.49
WEST INV.:-1.41
24Ø H.D.P.E. PIPE
EAST INV.:-1.46
24Ø H.D.P.E. PIPE
BOTTOM ELEV.:-2.66

(#20)SANITARY SEWER MANHOLE
RIM ELEV.:5.06
WEST INV.:-4.62
8Ø P.V.C. PIPE
EAST INV.:-4.79
8Ø P.V.C. PIPE

(#22)CATCH BASIN
RIM ELEV.:5.46
NORTH INV.:2.91
6Ø R.C.P. PIPE
EAST BAFFLED PIPE
SOUTH INV.:1.31
15Ø R.C.P. PIPE
BOTTOM ELEV.:-0.29

(#50)SANITARY SEWER MANHOLE
RIM ELEV.:5.78
NORTH INV.:1.30
6Ø P.V.C. PIPE
EAST INV.:-4.25
8Ø P.V.C. PIPE
SOUTH INV.:0.64
NAØ P.V.C. PIPE
WEST INV.:-4.30
8Ø P.V.C. PIPE

(#51)CATCH BASIN
RIM ELEV.:4.58
NORTHEAST INV.:-1.05
24Ø C.M.P. PIPE
WEST INV.:-2.12
24Ø C.M.P. PIPE
BOTTOM ELEV.:-2.21

(#52)CATCH BASIN
RIM ELEV.:4.51
EAST INV.:-1.32
24Ø H.D.P.E. PIPE
SOUTH INV.:-1.19
18Ø H.D.P.E. PIPE
WEST INV.:-1.34
24Ø H.D.P.E. PIPE
BOTTOM ELEV.:-2.21

(#54)CATCH BASIN
RIM ELEV.:4.82
EAST INV.:-0.93
32Ø R.C.P. PIPE
SOUTHWEST INV.:-0.67
32Ø R.C.P. PIPE
BOTTOM ELEV.:-0.98

(#55)CATCH BASIN
RIM ELEV.:4.37
WEST INV.:-0.87
15Ø H.D.P.E. PIPE
EAST INV.:-0.80
18Ø H.D.P.E. PIPE
BOTTOM ELEV.:-2.17

(#56)CATCH BASIN
RIM ELEV.:3.29
WEST INV.:-0.62
18Ø H.D.P.E. PIPE
EAST INV.:-0.70
15Ø H.D.P.E. PIPE
SOUTH INV.:+0.53
15Ø H.D.P.E. PIPE
BOTTOM ELEV.:-1.29

(#118)SANITARY SEWER MANHOLE
RIM ELEV.:5.31
WEST INV.:-5.43
8Ø P.V.C. PIPE
EAST INV.:-5.39
8Ø P.V.C. PIPE
SOUTH INV.:0.71
6Ø P.V.C. PIPE

(#132)STORM DRAINAGE MANHOLE
RIM ELEV.:5.93
NORTHWEST INV.:-1.54
24Ø C.M.P. PIPE
EAST INV.:-1.25
24Ø C.M.P. PIPE
BOTTOM ELEV.:-2.63

(#133)STORM DRAINAGE MANHOLE
RIM ELEV.:6.06
WEST INV.:-1.47
24Ø C.M.P. PIPE
SOUTHEAST INV.:-1.14
24Ø C.M.P. PIPE
BOTTOM ELEV.:-2.27

(#134)STORM DRAINAGE MANHOLE
RIM ELEV.:4.79
WEST INV.:-1.51
24Ø C.M.P. PIPE
EAST INV.:-1.71
24Ø C.M.P. PIPE
BOTTOM ELEV.:-1.84

(#135)STORM DRAINAGE MANHOLE
RIM ELEV.:5.53
EAST INV.:-1.26
24Ø C.M.P. PIPE
SOUTHWEST INV.:-1.27
24Ø C.M.P. PIPE
BOTTOM ELEV.:-1.78

(#136)STORM DRAINAGE MANHOLE
RIM ELEV.:4.66
NORTH INV.:-1.12
24Ø R.C.P. PIPE
SOUTH BAFFLED PIPE
BOTTOM ELEV.:-3.92

(#137)STORM DRAINAGE MANHOLE
RIM ELEV.:3.55
WEST INV.:-3.46
24Ø R.C.P. PIPE
BOTTOM ELEV.:-3.50

(#138)STORM DRAINAGE MANHOLE
RIM ELEV.:5.59
EAST INV.:-5.88
8Ø P.V.C. PIPE
SOUTH INV.:-6.05
8Ø P.V.C. PIPE

(#142)CATH BASING
RIM ELEV.:4.71
NORTH INV.:2.03
10Ø H.D.P.E. PIPE
SOUTH INV.:2.03
10Ø H.D.P.E. PIPE
BOTTOM ELEV.:1.91

(#21)CATCH BASIN
RIM ELEV.:4.63
WEST INV.:1.83
15Ø R.C.P PIPE
WEST INV.:1.18
15Ø R.C.P PIPE
BOTTOM ELEV.:-0.27

(#143)CATH BASING
RIM ELEV.:4.75
NORTH INV.:1.09
24Ø H.D.P.E. PIPE
NORTHEAST INV.:1.62
18Ø H.D.P.E. PIPE
SOUTH INV.:1.58
10Ø H.D.P.E. PIPE
BOTTOM ELEV.:1.58

(#144)CATH BASING
RIM ELEV.:4.23
NORTHEAST INV.:-1.64
24Ø H.D.P.E. PIPE
SOUTH INV.:0.22
24Ø H.D.P.E. PIPE
WEST INV.:-1.52
30Ø H.D.P.E. PIPE
BOTTOM ELEV.:-1.74

(#145)CATH BASIN
RIM ELEV.:4.68
SOUTHWEST INV.:1.71
18Ø H.D.P.E. PIPE
SOUTHEAST INV.:1.68
18Ø H.D.P.E. PIPE
BOTTOM ELEV.:1.16

(#53)CATCH BASIN
RIM ELEV.:4.33

FRENCH DRAIN
RUNNING WEST TO EAST
TOP OF PIPE:-1.82
Ø8 P.V.C. PIPE

SOUTHWEST INV.:-0.89
24Ø H.D.P.E. PIPE

NORTHEAST INV.:-0.77
32Ø R.C.P. PIPE

BOTTOM ELEV.:-0.66

Received on
OCT 20 2017
City of Cooper City
Building Department

No.	Date:	DATE OF COMPLETION OF ORIGINAL SURVEY	By:
1	07/24/17	RECORD OF REVISION Description	AS-MM

LONGITUDE SURVEYORS
7715 NW 48th STREET
SUITE 310
DORAL, FLORIDA
33166
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION
LB 7335
WWW.LONGITUDESURVEYORS.COM

Project Name:
COOPER CITY SPORT COMPLEX
10300 STIRLING ROAD, COOPER CITY, FL 33026

Type of Project:
BOUNDARY &TOPOGRAPHIC SURVEY

Scale:	1:30
Drawn By:	A.E.
Checked By:	E.M.S.
Managed By:	D.R.
Drawing Date:	SEPT 29, 2017
Project No.:	17234.0.00
	Sheet 2 of 8

Received on
OCT 20 2017
City of Cooper City
Building Department

OFFICE COPY

COOPER CITY FLORIDA BUILDING AND ZONING DEPT.		
PERMIT #	J17-0579	
DIVISION	EXAMINER	DATE
ELECTRICAL		
ENGINEERING		10/23/17
FIRE N/A		10/23/17
MECHANICAL		
PLUMBING		
STRUCTURAL		10/25/17
ZONING		11/2/17

Pavement
Building
Pervious

REMOVAL EXISTING GALVANIZED CHAIN LINK FENCE 6' HIGH AND INSTALL AT SAME LOCATION NEW BLACK VINYL 6' HIGH CHAIN LINK FENCE 1,590 L.F. ALONG STIRLING RD AND PALM AVENUE

STIRLING ROAD

STIRLING ROAD

STIRLING ROAD

PALM AVENUE

PROPOSED POLICE STATION BY OTHERS

EXISTING FIRE STATION

VACANT

VACANT PARCEL

EXISTING BASEBALL FIELD

PROPOSED BASEBALL FIELD

EXISTING

EXISTING

EXISTING

EXISTING

EXISTING BASEBALL FIELD

PROPOSED BASEBALL FIELD

EXISTING OPTIMIST BLDG SEE FB 266/9 FL EL=7.95

Storage Building 30'x 40'

(CURB INLET) C.B. No. 32

(CURB INLET) C.B. No. 39

C.B. No. 40

C.B. No. 38

No. 33

EXIST. C.B. E-1

EXIST. C.B. E-2

EXIST. C.B. E-3

EXIST. C.B. E-4

EXIST. C.B. E-5

EXIST. C.B. E-6

EXIST. C.B. E-7

EXIST. C.B. E-8

EXIST. C.B. E-9

EXIST. C.B. E-10

EXIST. C.B. E-11

EXIST. C.B. E-12

EXIST. C.B. E-13

EXIST. C.B. E-14

EXIST. C.B. E-15

EXIST. 345 L.F. OF 18" R.C.P. STORM DRAINAGE

EXIST. 247 L.F. OF 18" R.C.P. STORM DRAINAGE

EXIST. 247 L.F. OF 18" R.C.P. STORM DRAINAGE

EXIST. 180 L.F. OF 15" R.C.P. STORM DRAINAGE

EXIST. 300 L.F. OF 15" R.C.P. STORM DRAINAGE

20 L.F. OF 24" HDPE PLUGGED AT INV. EL. (+)1.80

EXIST. CHAIN LINK FENCE

EXIST. YARD DRAIN (TYP.)

EXIST. 8" P.V.C.

EXIST. 12" P.V.C.

EXIST. 24" R.C.P.

EXIST. ASPHALT

EXIST. CONC. SIDEWALK

INTEGRAL 5' CONC. SIDEWALK

EXIST. 6" CONC. SLAB

EXIST. CONC. CURB & GUTTER

EXIST. CONC. RAMP

EXIST. CONC. SLAB

EXIST. CONC. SLAB & CURB

EXIST. CONC. SLAB & CURB TO BE REMOVED

EXIST. POLE LOCATION TO BE REMOVED

EXIST. 24" R.C.P. STORM DRAINAGE

EXIST. 18" R.C.P. STORM DRAINAGE

EXIST. 15" R.C.P. STORM DRAINAGE

EXIST. 12" R.C.P. STORM DRAINAGE

EXIST. 8" R.C.P. STORM DRAINAGE

EXIST. 6" R.C.P. STORM DRAINAGE

EXIST. 4" R.C.P. STORM DRAINAGE

EXIST. 3" R.C.P. STORM DRAINAGE

EXIST. 2" R.C.P. STORM DRAINAGE

EXIST. 1" R.C.P. STORM DRAINAGE

EXIST. 6" PERFORATED P.V.C.

EXIST. 6" PERFORATED P.V.C.

EXIST. 6" PERFORATED P.V.C.

EXHIBIT E

Receiving Electronic Bids Only

- Submit Electronic Responses via the City's eProcurement Portal https://procurement.opengov.com/portal/coopercity

- Cooper City is soliciting sealed electronic bids in response to <title>.

- Sealed bids will be received for PROJECT through the City's eProcurement Portal located at https://procurement.opengov.com/portal/coopercity

Receiving Electronic Bids with Paper Alternate

- The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City's eProcurement Portal: https://procurement.opengov.com/portal/coopercity. By way of the eProcurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

- Mail-in responses will be accepted and must be accompanied by an electronic copy on a USB key included in the response envelope.

- The preferred method of sealed electronic bids will be received for PROJECT through the City's eProcurement Portal at https://procurement.opengov.com/portal/coopercity.

Deadline

Bids may be received up to but not later than <deadline date and time> via the City's eProcurement Portal at https://procurement.opengov.com/portal/coopercity. The City's eProcurement Portal Clock is the official clock for determining all deadline dates and times. Without exception, responses will not be accepted after the submission deadline, regardless of any technical difficulties, such as poor internet connections. Cooper City strongly recommends completing your response well ahead of the deadline.

Addenda Notification and Acknowledgement

Addenda Notification: Bidders must register for an account via the City's eProcurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking “Follow” on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coopercity.

Submitting Questions and Receiving Responses

Bidders shall submit all inquiries regarding this bid via the City's eProcurement Portal at https://procurement.opengov.com/portal/coopercity. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Bidders may also click “Follow” on this bid to receive an email notification when answers are posted. The bidder is responsible for checking the website for answers to inquiries.

Electronic Pricing Table (Bid Schedule, Bid Sheet)

Cooper City will be accepting electronic submissions of the enclosed bid sheet via the City's eProcurement portal partner, OpenGov. Please submit your pricing using the online bid sheet provided.

Other Areas of the language to review:

- Submission of Bid Security
- Bid Openings
- Pre-Bid Meetings
- Intended Decisions/Notices