

RESOLUTION 2020 - 18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR PROFESSIONAL GENERAL ENGINEERING AND CONSULTING SERVICES FOR STORM WATER DRAINAGE PROJECTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") issued Request for Qualifications No. 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering and consulting services for all aspect of the City's water and waste water systems, with primary focus on the City's storm water drainage systems projects; and

WHEREAS MDO Engineering, Inc. ("Consultant") was the sole responder to the RFQ and Consultant presented the requisite qualifications to perform the professional general engineering consulting services therein described; and

WHEREAS, Section 2-272(5) of the City of Pahokee Code of Ordinances permits contracts for professional services, such as engineering services, to be approved, authorized and executed in the manner required by law; and

WHEREAS, the City desires to engage Consultant to perform professional general engineering for all aspect of the City's water and waste water systems, with the primary focus on the City's storm water drainage systems projects for a term of three (3) years in accordance with the terms of the agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City Commission of the City of Pahokee, Florida has determined that approval of the Agreement is in the best interests of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:


Section 1. Adoption of Representations. The foregoing whereas clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization Approving Agreement and Execution. The City Commission of the City of Pahokee hereby approves the Agreement between the City of Pahokee and MDO Engineering, Inc., attached hereto as Exhibit "A" and further

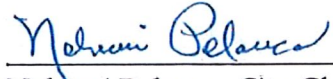
authorizes the City Manager to execute the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.


PASSED and ADOPTED this 28th day of July 2020


Keith W. Babb, Jr., Mayor

ATTEST:


Nohemi Polanco, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice-Mayor Murvin

Seconded by: Comm. Everett

VOTE:

Commissioner Bohlen	<input type="checkbox"/> (Yes)	<input checked="" type="checkbox"/> (No)
Commissioner Everett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Hill	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Murvin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Babb	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

Exhibit "A"

Agreement for Engineering Services

(attached)

PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES

This Contract is made as of the 28th day of July, 2020 by and between the City of Pahokee, a Political Subdivision of the CITY of the State of Florida, herein after referred to as the CITY, and MDO ENGINEERING, INC (hereinafter "CONSULTANT"), a corporation authorized to do business in the State of Florida.

Whereas, the City advertised a Request for Qualifications Number 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering consulting services related to all aspects of the City's water and waste water systems, with primary focus on the CITY's storm water drainage systems projects.

Whereas, CONSULTANT was the sole responder to the RFQ and CONSULTANT presented the requisite qualifications to perform the professional general engineering consulting services therein described.

Now therefore, in consideration of the mutual promises contained herein, the CITY and CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT'S responsibility under this Contract is to provide the City with general professional engineering consulting services with primary focus on the CITY'S storm water drainage systems as outlined in the scope of work set forth on Exhibit "A" hereto.

The CITY'S representative/liaison during the performance of this contract shall be Chandler Williamson, City Manager, City of Pahokee, 561.924.5534.

CONSULTANT'S representative/liaison during the performance of this contract shall be Marcos Montes de Oca, PE, President, 863.634.2131.

ARTICLE 2 - SCHEDULE

CONSULTANT shall be available for services to CITY on an "as needed basis" for a period of three (3) years from the contract date.

ARTICLE 3 - METHOD OF ORDERING

The CITY will notify CONSULTANT of each project on an "as needed basis". All terms and conditions set forth in the RFQ are applicable and incorporated herein. Determination of the scope of work for each storm water drainage project will be made by the CITY. The CITY shall at times comply with Section 287.055 Florida Statutes.

ARTICLE 4 - PAYMENTS TO CONSULTANT

Upon the satisfactory completion of services specified in the "Scope of Work", the CITY shall pay CONSULTANT on an hourly basis in accordance with the rate sheet set forth on Exhibit "B" hereto. Completion of tasks is contingent upon acceptance by the CITY's Manager and assigned Project Manager. CONSULTANT shall meet with the CITY when so requested, and shall provide progress reports for each scope of services/task work order issued. Payments to Consultant hereunder shall be in an amount not to exceed \$84,275.00, as set forth on Exhibit "A" hereto unless amended in accordance with the terms set forth in Article 28 hereof.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged CONSULTANTS most favored customer for the same or substantially similar services.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANT. The CITY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 - TERMINATION

This Contract may be terminated by CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the CITY, within five (5) business days written notice to CONSULTANT with or without cause. CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminate work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in CONSULTANT'S key personnel must be made known to the CITY'S representatives and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

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

All CONSULTANT'S personnel while on CITY premises will comply with all CITY requirements, governing conduct, safety and security.

ARTICLE 8 - SUBCONTRACTING

The CITY reserves the right to accept the use of a Subcontractor or to reject the selection of a particular Subcontractor and to inspect all facilities of any Subcontractor in order to make a determination as to the capability of the Subcontractor to perform properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If CONSULTANT uses any Subcontractors on this project the following provisions of this Article shall apply:

If a Subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the Subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new Subcontractor by the CITY.

In accordance with CITY's goal to entice business to the area, CONSULTANT agrees to make reasonable efforts to retain Subcontractors from the City of Pahokee, City of Belle Glade and the City of South Bay (hereinafter "Tri-cities Area") provided such Subcontractors meet the qualifications as determined by the CONSULTANT.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY.

CONSULTANT is not authorized to use the CITY'S Tax Exemption Number in securing such materials.

CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the CITY'S Commission.

ARTICLE 11 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the CITY with at least ten (10) prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent CONSULTANTS, project and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by CITY. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury. Personal Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Auto" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.).

- D. **Worker's Compensation Insurance & Employers Liability** Workers' Compensation and Employer's Liability coverage is required for all personnel who work on this project. This shall include the personnel of CONSULTANTS and any Subcontractor, regardless of the size of the company. Coverage must include Employer's Liability with minimum limits of \$100,000 each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-each Employee.
- E. Additional Insured CONSULTANT shall endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read City of Pahokee. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the CITY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum then (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have and Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability or Employers Liability. The CITY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.
- I. **Right to Review** CITY, by and through its Community & Economic Development Department, in cooperation with the Risk Management department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 12 - RESPONSIBILITIES OF THE CITY

The CITY will provide the following services and data to CONSULTANT for the performance of each task/work order as related to the storm drainage system projects:

- A. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- B. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local government and agencies which the CITY considers pertinent to the CONSULTANT'S responsibilities, as described herein.

ARTICLE 13 - RESPONSIBILITIES OF THE CONSULTANT

- A. The CONSULTANT shall perform only those services directly authorized by the CITY.
- B. Progress reports and invoices shall be provided as specified in the task work orders.
- C. All computer analysis will be performed on current technology/compatible computers utilizing software and analysis techniques approved by the CITY.
- D. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Excel, Power Point.
- E. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet BAD83 Zone 3601 and shall be based on the National Grid System where available.
- F. All graphics are to be provided to the CITY in a photo ready reproducible forma. When appropriate, maps and graphics should be prepared using the specified GIS software.
- G. All materials shall be provided to the CITY in both hard copy and electronic format.
- H. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY's computer systems. Computations based on computer programs other than the CITY's must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the CONSULTANT must be granted permission to do so by the CITY.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANTS.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

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

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the STATE of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

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

ARTICLE 18 - EXCUSABLE DELAYS

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

Upon CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and if CONSULTANT'S failure to perform was without it or its Subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S right to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

CONSULTANT shall deliver to the CITY'S representative for approval and acceptance and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

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

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all

places, be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects. CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 22 - 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. The City shall have the right to require CONSULTANT to conduct an annual audit and provide CITY the audit report within ninety (90) days of the close out for each respective year,

ARTICLE 24 - NONDISCRIMINATION

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, CONSULTANT certifies that it, its affiliates, suppliers, Subcontractors and CONSULTANT'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(s)(a).

ARTICLE 28 - MODIFICATION OF WORK

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

If the CITY so instructs in writing, CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and CONSULTANT shall not commence work on any such change until such written amendment is signed by CONSULTANT and approved and executed on behalf of CITY.

ARTICLE 29 - NOTICE

All notices required in the Contract shall be sent by via email and certified mail, return receipt requested, hand delivered or other delivery services requiring signed acceptance.

If sent to the CITY, notices shall be addressed to:

Chandler F. Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

If sent to the CONSULTANT, notices shall be addressed to:

Marcos Montes de Oca, PE, President
MDO Engineering, Inc.
P.O. Box 1001
Okeechobee, Florida 34973

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

CONSULTANT shall provide CITY a Florida Department of Law Enforcement criminal history information on all person not employed by the CITY who repair, deliver or provide goods or services for, to or on behalf of the CITY. CONSULTANT is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

ARTICLE 32 - REGULATIONS, LICENSING REQUIREMENTS

CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility.

ARTICLE 33 - NON-EXCLUSIVE

The CITY reserves the right to acquire some or all of these services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided that State of Florida contract offers a lower price for the same goods and services. Additionally, CITY reserves the right to award other contracts for goods and services falling within the scope of this contract when the specifications differ from this Contract.

ARTICLE 34 - PERFORMANCE DURING EMERGENCY

By entering into this Contract, CONSULTANT agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, CONSULTANT agrees to provide all goods and services to CITY throughout the emergency/disaster at the terms, conditions and prices as outlined in

a task/work order. CONSULTANT shall furnish a twenty-four (24) hour phone number to the CITY in the event of such an emergency. Failure to provide the service during an emergency/disaster shall constitute breach of contract and made CONSULTANT subject to sanctions from further business with the CITY.


ARTICLE 35 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from CONSULTANT and its subcontractors and lower tier subcontractors. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed by CITY to be a breach of this Contract justifying its termination.

IN WITNESS WHEREOF, CITY and CONSULTANT has hereunto set its hand the day and year above written.

CITY OF PAHOKEE

MDO ENGINEERING, INC.



Keith W. Babb, Jr., Mayor

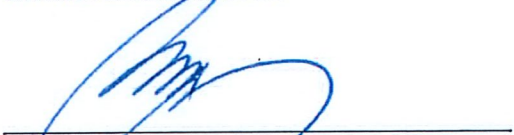


Marcos Montes de Oca, PE, President

7/28/2020
Date:

7/28/2020
Date:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Burnadette Norris - Weekes, City Attorney

ATTEST:

Mayor Keith Babb
Vice Mayor Clara Murvin

Yes
Yes.

Nohemi Polanco.
Nohemi Polanco, Acting City Clerk

Commissioner Regina Bohlen
Commissioner Benny Everett
Commissioner Felisia Hill

No
Yes
Yes.

EXHIBIT "A"

SCOPE OF WORK

MDO shall prepare for review and presentation to the CLIENT, a drainage report for the analysis of a drainage pipe and canal improvements to be completed within the storm water drainage projects, such as in the East Lake Village neighborhood. The report shall determine drainage area, potential runoff and size of piping, ditch and canal deficiencies, for the area. The report will include but not limited to recommendations for the culvert, canal re-grading, maintenance and other drainage improvements in the area will also be included for review. It is anticipated the report will include canal improvements in the area of the storm water projects and adjacent areas as preliminary inspections indicate. The improvements will be focusing on the main drainage flow areas with notes for the additional neighborhood as per field inspections with noted provided for applicable best management practices for the neighborhoods. The report will be limited to the particular storm water drainage project/area. This scope does include an engineer's estimate of probable cost for purposes of budgeting the work to be completed.

Not to Exceed \$20,050

Permitting Services

MDO will prepare for CLIENT signature permits to the CLIENT and SFCD for review of the any canal re-grading to the area and respond to no more than two requests for additional information under this scope. Culverts, canal work proposed and other items under direction of work will be replacements and are assumed to be considered maintenance and subsequent notice to the applicable agencies per site inspection. MDO will give certification of work as noted in scope below once construction is completed in conformance to the prepared plans.

Time and Estimate of \$ 3,850

Construction Plan Preparation

MDO shall prepare construction plans for any of the above improvements storm water drainage projects, including but not limited to the area of the East Lake Village neighborhood. The improvements in the construction plans will be limited to the findings of the report prepared for review of the specified area. The construction plans will include pipe locations elevations, canal cross sections and quantities for cross sections for the proposed materials to be removed. The plans will be of sufficient detail to include piping installations, embankments, canal re-grading and excavation, clearing and grubbing, and turbidity controls. The plans will focus on the greater areas of drainage of the right of ways with notes for remaining typical roadway right of ways and culverts. Roadway, sidewalk, etc. Construction and/or restoration will be included if the required to achieve the construction of the proposed facilities as noted in the report above.

The plans will be based upon the survey in digital AutoCAD format as obtained to MDO from the CLIENT. The plans will be limited to the report focus area. MDO shall submit construction plans for review at the 60% and 90% level for staff, public works, and SFCD review of the plans.

Lump Sum Fee \$ 34,750

Bidding and Services During Construction

MDO will assist the CLIENT in the bidding and construction contractor selection by verifying references, and contractor licensure. MDO will conduct onsite pre-bid meeting, and pre-construction meeting prior to commencement of work. Prior to closure MDO will conduct a substantial completion meeting as well as a final walkthrough for the project as prepared and scoped above.

MDO will Conduct onsite inspections of the work, to ensure specifications and intent of construction plans are achieved. MDO will prepare certifications to the CLIENT for the work upon its completion. MDO Engineering will perform periodic inspections of the roadway resurfacing activities for the purposes of observing the progress and quality of the work, and to determine whether or not the work is proceeding in accordance with the construction drawings and specifications. It is assumed the project will be last approximately 3 months. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits. The services performed will include:

- Construction Observation of the Site Work as required for certification compliance
- Site construction visits as needed to observe the work.
- Contractor Coordination and Review of Shop Drawings
- Final Inspection and Certification of Completed Work

At the conclusion of the work, MDO will prepare certification of construction based upon field inspections and certified as-built information obtained by a licensed Professional Surveyor and Mapper, if required, which will be provided by the CLIENT. For the purpose of this proposal, we have provided a lump sum estimate of the cost associated with this task. We will not perform additional work on this task without your prior approval. This scope fee will not be exceeded without discussion with CLIENT of out of scope items.

Time & Expense Estimate: \$25,625

Items not included in this scope of work are:

Survey Services
Environmental Services
AS-built Services
Geotechnical Services
Bidding Services

Contract Total: \$84,275

Please note, permitting application fees are not included with estimates shown above.

End Exhibit A – Scope of Work

MDO ENGINEERING INC.

Standard Hourly Rates

Effective July 1, 2012 (Rev 8/1/2015)

Engineers, Planners, Architects, Landscape Architects, Geologists & Construction

Assistant	\$85.00 per hour
Associate	\$95.00 per hour
Principal / Officer	\$135.00 per hour

Technical/Designer Personnel:

Designer/Technician	\$ 85.00 per hour
Senior Designer Technician	\$110.00 per hour

CADD Personnel:

CADD Operator	\$85. 00 per hour
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Administrative Personnel:

Project Administrative Support	\$ 45.00 per hour
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Construction Inspection:

Assistant Field Representative	\$ 85.00 per hour
Senior Project Representative	\$ 105.00 per hour

Direct Project Expenses:

Travel - Automobile/Truck	Current IRS Rate
Travel - Other than Automobile	