



CCNA CONTINUING PROFESSIONAL SERVICES AGREEMENT
CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND
MAPPING BETWEEN THE CITY OF PEMBROKE PINES AND
AVIROM & ASSOCIATES, INC.

THIS AGREEMENT (“Agreement”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

AVIROM & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **50 SW 2nd Avenue, Suite 102, Boca Raton, FL, 33432** (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 January 23, 2024, the CITY issued a **Request for Qualifications (“RFQ”), PSPW-23-20, for Continuing Services for Citywide Professional Architectural, Engineering, Surveying, and Mapping** disciplines. The CITY sought to establish continuing contracts with qualified professional firms to provide services on an as-needed basis, as more particularly described in **Exhibit “A,”** attached hereto and incorporated herein by reference.

1.2 On February 27, 2024, the statements of qualifications were opened at the offices of the City Clerk.

1.3 On October 22, 2024, the CITY’s evaluation committee certified CONSULTANT as



qualified to provide the professional services as described in **Exhibit “A”** based on the CONSULTANT’s response to Solicitation #PSPW-23-20, attached hereto as **Exhibit “B,”** in accordance with the Consultant's Competitive Negotiation Act (“CCNA”), §287.055, Florida Statutes.

1.4 On February 19, 2025, the CITY Commission approved the findings and recommendations of the evaluation committee and directed the proper CITY officials to negotiate contracts for continuing services with the firms shortlisted to the second round of evaluations, including the CONSULTANT, to render the professional services more particularly described herein.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with Section 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”**.

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

1.8 This Agreement incorporates the following exhibits, each of which is attached hereto and made a part hereof as if fully set forth herein:

Exhibit A – “PSPW-23-20” CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

Exhibit B – CONSULTANT’s Response to Solicitation #PSPW-23-20

Exhibit C – Work Order Assignment Flowchart

Exhibit D – Scoping Meeting Report Template

Exhibit E – CONSULTANT’s Labor Rates

ARTICLE 2

DEFINITIONS

In addition to the defined terms below, the definitions in the Florida Building Code, the Florida Fire Prevention Code, City of Pembroke Pines Engineering Standards, the City of Pembroke Pines Code of Ordinances and all Federal, State and Local requirements applicable to and referenced in the Scope of Services are incorporated by reference in this Agreement. Defined terms are capitalized. The following terms herein shall have the respective meanings defined below:

2.1 ARCHITECT/ENGINEER OF RECORD shall mean the duly licensed architectural/engineering firm or individual architect/engineer that holds primary responsibility for the design, preparation, and sealing of construction documents for a specific project authorized



under this Agreement.

2.2 CONSULTANT means the firm (or individual) qualified under Florida law to practice in one or more of the disciplines of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and selected by the CITY to provide design, construction administration, or consulting services under this Agreement, as permitted by § 287.055, Florida Statutes. The CONSULTANT shall, when assigned by Work Order under this Agreement to Projects requiring design services, serve as the Architect or Engineer of Record (or Surveyor of Record) and shall be responsible for preparing, sealing, and coordinating the discipline-specific deliverables assigned to it.

2.3 CONSULTANT'S SERVICES shall mean the professional, technical, and administrative services that the CONSULTANT and its Sub-Consultants are qualified and contracted to perform under this Agreement, including but not limited to planning, design, permitting, procurement assistance, construction administration, and related support services. The specific CONSULTANT'S SERVICES to be performed for each Project shall be defined in the Scope of Services section of the applicable Work Order.

2.4 CONSULTANT'S COMPETITIVE NEGOTIATION ACT ("CCNA") is defined by Florida Statutes 287.055.

2.5 CONSTRUCTION ADMINISTRATION shall mean the services provided by the CONSULTANT during the construction phase of a Project to assist the CITY in administering and monitoring the Construction Contract and confirming that the Work is performed in general conformance with the Construction Documents, as further detailed in Section 3.15. Construction Administration includes duties such as conducting Site Visits, evaluating materials and workmanship, and providing recommendations to the CITY regarding the Contractor's performance.

2.6 CONSTRUCTION BUDGET shall mean the amount established by the CITY as the maximum authorized cost for the construction of the project, exclusive of compensation for professional services. The Construction Budget represents the CITY's target cost for all labor, materials, equipment, and construction-related services necessary to complete the project in accordance with the Construction Documents.

2.7 CONSTRUCTION CONTRACT shall mean the separate agreement entered into between the CITY and a qualified third-party contractor for the furnishing of all labor, materials, equipment, services, and incidentals necessary to construct the project in accordance with the Construction Documents prepared under this Agreement.

2.8 CONSTRUCTION DOCUMENTS shall mean the complete set of drawings, specifications, calculations, reports, and other documents prepared and sealed by the CONSULTANT that define the scope, character, quality, and details of the work to be constructed. These documents shall be of sufficient clarity and detail to enable the construction of the project in conformance with applicable codes, standards, and regulatory requirements, and to permit competitive bidding and construction by a qualified contractor. The Construction Documents constitute the final deliverable under this Agreement and shall include all necessary design details,



technical specifications, and supporting information required for permitting, bidding, and construction administration, as applicable to the project.

2.9 CONSTRUCTION SCHEDULE shall mean the timeline approved by the CITY for the commencement, progression, and completion of the construction phase of the project, as set forth in the Construction Contract. The Construction Schedule shall define key milestones, substantial completion, and final completion dates for the Contractor's work, and shall serve as the basis for monitoring and evaluating construction progress. The Construction Schedule is separate from, but coordinated with, the CONSULTANT's schedule for the preparation of design and Construction Documents.

2.10 CONTRACTOR(S) shall mean the qualified and duly licensed firm(s) selected by the CITY, under a separate Construction Contract, to perform the Work for a Project based on the Construction Documents prepared under this Agreement. The Contractor enters into a separate Construction Contract with the CITY for the furnishing of all labor, materials, equipment, and services necessary to construct the project in accordance with the Construction Documents and all applicable laws, codes, and regulations.

2.11 DAY means a calendar day, unless noted otherwise.

2.12 ESTIMATE OF PROBABLE CONSTRUCTION COST shall mean the most current, detailed estimate prepared by the CONSULTANT of the anticipated cost to construct all work designed and/or specified by the CONSULTANT for each project, based on the scope, materials, systems, and conditions known at the time of the estimate. The Estimate of Probable Construction Cost shall exclude compensation for professional services provided by the CONSULTANT. The Estimate of Probable Construction Cost is prepared for the CITY's planning and evaluation purposes and is recognized to be an estimate only. It may differ from the Construction Budget, which is established by the City prior to the Consultant's design of the work, and from actual bid or construction costs obtained through competitive procurement.

2.13 OPINION OF PROBABLE CONSTRUCTION COST (OPCC) shall mean the CONSULTANT's professional judgment, based on conceptual information and assumptions known at the time, of the anticipated construction cost for the Project. The OPCC is prepared for the CITY's planning and evaluation purposes only, and shall exclude compensation for professional services, and is not a warranty or guarantee that actual bids or construction costs will not vary.

2.14 PROJECT(S) shall mean all fixed capital outlay activities designated by the CITY for design and construction, as described in each Work Order issued under this Agreement. Each Project shall consist of specific improvements, facilities, or infrastructure elements identified by the CITY to be designed and/or constructed in accordance with the applicable Work Order, and may include related tasks such as permitting, bidding, and construction administration, as authorized by the CITY.

2.15 PROJECT MANAGER (PM) shall mean the City Department Head, Capital Improvement Projects Manager, Maintenance Manager, or other individual designated by the City Manager to serve as the CITY's representative responsible for the coordination, oversight, and



administration of each Project. The Project Manager shall act as the primary point of contact between the CITY and the CONSULTANT.

2.16 PROJECT MEETING(S) shall mean meetings conducted between the CITY, the CONSULTANT, and, when applicable, the Contractor or other project stakeholders, for the purpose of discussing, coordinating, and reviewing the progress of the Project. Project Meetings may include, but are not limited to, design coordination meetings, progress meetings, pre-bid meetings, pre-construction conferences, and construction progress meetings, as required by the Work Order or as otherwise requested by the CITY.

2.17 PROJECT SCHEDULE shall mean the overall schedule established for each Work Order, identifying the timeframes for completion of all phases and tasks, including but not limited to planning, design, permitting, bidding, and construction, as applicable under this Agreement. The Project Schedule shall be developed and maintained by the CONSULTANT in coordination with the CITY's Project Manager, and shall reflect key milestones, deliverables, and dependencies necessary to achieve timely completion of the Project. The Project Schedule represents the overall timeline for the Project, covering all phases from planning and design through final completion. It includes the Construction Schedule as a component that governs the Contractor's activities and sequencing of work during the construction phase under the Construction Contract.

2.18 PROJECT SITE (SITE) shall mean the physical location or locations designated by the CITY where the Work is to be performed by the Contractor under the Construction Contract.

2.19 REIMBURSABLE EXPENSES shall mean those certain out-of-pocket expenses incurred by the CONSULTANT, its employees, or Sub-Consultants pursuant to this Agreement or in direct connection with a Work Order, and which are authorized in advance by the CITY and supported by proper documentation, as further detailed in Section 3.16 of this Agreement.

2.20 REQUEST FOR INFORMATION ("RFI") shall mean a formal written request submitted to CITY by the Contractor during the construction phase seeking clarification, interpretation, or additional information regarding the Construction Documents or other aspects of the Project. The purpose of an RFI is to resolve discrepancies, omissions, or ambiguities and to ensure proper execution of the Work in accordance with the design intent.

2.21 SCOPE OF SERVICES means the detailed description of the CONSULTANT'S SERVICES to be performed for a particular Project, as set forth in the approved Work Order and any applicable Scoping Meeting Report issued under this Agreement.

2.22 SCOPING MEETING shall mean the meeting scheduled and conducted by the CONSULTANT in coordination with the CITY pursuant to the Work Order Assignment Process outlined in Article 4. The purpose of the Scoping Meeting is to review and clarify the CITY's objectives for the proposed Project, confirm the preliminary Scope of Services, discuss site conditions, scheduling, permitting requirements, data needs, and other factors or deliverables necessary for the CONSULTANT to prepare the Scoping Meeting Report.

2.23 SCOPING MEETING REPORT shall mean the written summary and proposal prepared by the CONSULTANT following the Scoping Meeting, as required in Article 4. The report shall



document the agreed-upon Scope of Services, Project Schedule, and the CONSULTANT's Opinion of Probable Construction Cost, if applicable, and proposed fee to perform the services. The Scoping Meeting Report shall be submitted to the CITY for review and approval within the time period specified in Article 4 and shall serve as the basis for the development of the Work Order.

2.24 SITE VISIT(S) shall mean a visit by the CONSULTANT to the Project Site during the construction phase of a Project for the purpose of observing the progress and quality of the work, obtaining information relevant to the performance of Construction Administration Services, or verifying conformance with the Construction Documents.

2.25 SUB-CONSULTANT(S) shall mean any firm or individual engaged by the CONSULTANT to perform a portion of the professional services required under this Agreement, including but not limited to architectural, engineering, surveying, mapping, or other technical disciplines. The CONSULTANT submitted an initial list of proposed Sub-Consultants as part of its qualifications package in response to Solicitation PSPW-23-20, which is incorporated herein as **Exhibit "B"**. Any additions, removals, or substitutions of Sub-Consultants from that list shall be subject to the CITY's prior written approval in accordance with Section 3.10 of this Agreement.

2.26 SUBMITTAL(S) shall mean documents, drawings, samples, calculations, reports, or other materials prepared and transmitted by the CONSULTANT, its Sub-Consultants, or the Contractor for review, approval, or record during the design or construction phases of a Project. During the design phase, Submittals include materials such as preliminary design deliverables, progress drawings, technical specifications, reports, or other documents required under a Work Order. During the construction phase, Submittals may include shop drawings, product data, samples, and other information submitted by the Contractor for the CONSULTANT's review for conformance with the Construction Documents.

2.27 SUBMITTAL SCHEDULE shall mean the schedule prepared and maintained by the CONSULTANT during the design phase, and by the Contractor during the construction phase, identifying the anticipated dates for preparation, review, and approval of all required Submittals. The Submittal Schedule shall be coordinated with the Project Schedule and, where applicable, the Construction Schedule, and shall be updated as necessary to ensure timely completion of the Project

2.28 SUPPLEMENTAL WORK ORDER shall mean a written authorization issued by the CITY to the CONSULTANT after the initial Work Order has been executed under this Agreement, authorizing the CONSULTANT to perform additional or revised services not included in the original Work Order. A Supplemental Work Order may address changes in project scope, schedule, or other conditions as deemed necessary by the CITY and shall define the specific tasks, deliverables, timeframes, and compensation applicable to the supplemental services.

2.29 SURVEYING AND MAPPING DOCUMENTS shall mean the drawings, maps, digital files, reports, and other deliverables prepared and sealed by the CONSULTANT when providing surveying and mapping services under this Agreement. These documents shall be prepared in accordance with applicable laws, professional standards, and the requirements of the CITY and the Florida Board of Professional Surveyors and Mappers.



2.30 WORK shall mean the construction and related services required by the Construction Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services furnished or to be furnished by the Contractor to fulfill its obligations under the Construction Contract. The Work encompasses all tasks necessary to produce the results intended by the Construction Documents and may constitute either the whole or a portion of the Project.

2.31 WORK ORDER shall mean a written authorization issued by the CITY to the CONSULTANT defining the specific scope of services, deliverables, schedule, and compensation for a Project, as approved by the CITY following acceptance of an approved Scoping Meeting Report. Each Work Order shall be issued pursuant to this Agreement and shall constitute the formal assignment of work to the CONSULTANT for a designated Project or portion thereof.

2.32 WORK ORDER ASSIGNMENT PROCESS shall mean the procedure established in Article 4 and illustrated in **Exhibit "C"**, which outlines the steps for initiating, developing, and authorizing a Work Order, including the issuance of a Work Order Request, the conduct of a Scoping Meeting, preparation of a Scoping Meeting Report, and approval of the final Work Order by the CITY.

2.33 WORK ORDER REQUEST shall mean the CITY's written notice (including email) transmitted to the CONSULTANT that initiates the Work Order Assignment Process under Article 4 by requesting a Scoping Meeting and related preliminary submittals (including the Scoping Meeting Report). A Work Order Request is not a Work Order and does not authorize the CONSULTANT to perform design or other services beyond those expressly identified in Article 4 unless and until a Work Order is issued by the CITY.

ARTICLE 3 **SERVICES AND RESPONSIBILITIES**

3.1 The CONSULTANT agrees to perform, under future Work Orders to be issued under this Agreement, professional services as hereinafter set forth, and further, the CONSULTANT acknowledges that by entering into this Agreement the CITY does not guarantee, and has not guaranteed, that the CITY will assign to CONSULTANT a minimum number of Work Orders or any specific construction value.

3.2 The CITY may request from the CONSULTANT from time to time, on an as needed basis, specific **Land Surveying** services. Upon receipt of these requests, the CONSULTANT shall follow the process outlined in Article 4 and the flowchart provided in **Exhibit "C"** for Work Order approval. Approved Work Orders will be issued by the CITY authorizing the CONSULTANT to perform the services. Compensation for such services shall be established in each Work Order and may be Hourly Not-to-Exceed, Lump Sum, or Milestone-Based, as determined by the CITY. All compensation shall be in accordance with the rates and terms set forth in **Exhibit "E,"** unless otherwise approved in writing by the CITY. CONSULTANT must 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.

3.3 The CONSULTANT and its sub-consultant(s) shall be fully licensed and qualified to



perform the services required by this Agreement for the entire term of this Agreement.

3.4 The CONSULTANT and all Sub-Consultants shall perform their services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT and its Sub-Consultants shall perform their services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work Orders.

3.5 Except with the CITY's knowledge and consent, the CONSULTANT and its Sub-consultants shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise their professional judgment with respect to the Project(s) being performed under this Agreement.

3.6 The CONSULTANT shall be responsible for all the professional services provided by the CONSULTANT's organization and those of the CONSULTANT's Sub-Consultants. To avoid errors and omissions in the Construction Documents, the CONSULTANT shall require that each of the Sub-Consultants coordinate their work with that of other Sub-Consultants. However, the CONSULTANT agrees and accepts final responsibility for coordination among and between the Sub-Consultants to avoid errors and omissions in any of the Construction Documents. The CONSULTANT agrees to be responsible for providing Project coordination for information provided by the PM on behalf of or from the various CITY departments applicable to a Project and from other regulatory agencies.

3.7 The CONSULTANT shall designate a responsible member of their firm, satisfactory to the CITY, as the CONSULTANT 's project manager who shall, so long as his/her performance is acceptable, remain in charge of the CONSULTANT 's services for the term of the Agreement, and who shall also represent the CONSULTANT and be available for general consultation throughout the term of this Agreement.

3.8 The CONSULTANT understands and acknowledges that its selection by the CITY was based, in part, on the qualifications and expertise of the sub-consulting firms (and/or individuals) identified by CONSULTANT in **Exhibit "B"** to serve as the CONSULTANT 's Sub-Consultant(s). The CONSULTANT shall negotiate a fair and equitable agreement with each Sub-Consultant, which agreement shall incorporate the terms and conditions of this Agreement. Nothing contained in this Agreement shall be construed to create any contractual relationship between the CITY and any Sub-Consultant(s) utilized by the CONSULTANT. The CONSULTANT agrees that it is in no way relieved of any responsibility under the terms of this Agreement by virtue of the performance or nonperformance of required services by any Sub-Consultant(s) who may associate with the CONSULTANT in performing the services required by this Agreement or any Work Order issued by the CITY.

3.9 Changes to Sub-consultants (Additions and/or Replacements) - Upon prior written approval by the CITY, the CONSULTANT may choose additional Sub-Consultant(s) as part of CONSULTANT's Scoping Meeting Report but shall not terminate or replace those Sub-Consultant(s) listed in **Exhibit "B"** without the prior written approval of the CITY.

3.10 The CITY may request replacement of any of the CONSULTANT 's employees or Sub-



Consultants who are providing services under this Agreement. The CONSULTANT shall, within seven (7) Days of the receipt of such written notification from the CITY requesting an employee or a Sub-Consultant be replaced, respond in writing to the CITY with the CONSULTANT's decision (and justification for the decision) regarding the CITY's request and further, take appropriate action consistent with the CONSULTANT 's responsibility for proper provision of professional services under this Agreement.

3.11 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional 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.

3.12 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 in similar relationships with other consultants 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 Pembroke Pines, 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.

3.13 The CONSULTANT may be issued Work Order(s) for professional services for Projects with construction budgets which do not exceed the thresholds established by Section 287.055(2)(g)(1), Florida Statutes. The construction work on such Projects may be executed by CITY personnel or a contractor selected through the CITY's procurement process.

3.14 Procurement Assistance: If applicable and requested by the PM during the Work Order Assignment Process described in Article 4, and for Projects to be awarded through a competitive bid process, the CONSULTANT shall provide procurement assistance to the CITY. Such assistance may include participating in and assisting with the preparation and conduct of pre-bid conference(s); responding to bidder inquiries and preparing clarifications or addenda as approved by the CITY; assisting the CITY in reviewing and analyzing bids or proposals for responsiveness and responsibility; and providing a written recommendation to the CITY regarding the award of the Construction Contract.

3.15 Construction Administration Assistance

3.15.1 If applicable and requested by the PM during the Work Order Assignment Process outlined in Article 4, the CONSULTANT shall assist the CITY in enforcing the faithful performance of the Construction Contract and confirm that the Work has been or is being performed in general conformance with the Construction Documents. The CONSULTANT shall provide written notice to the CITY if it observes or becomes aware of any defect, deficiency, or non-conformance with the Construction Documents. Based on Site Visit



observations, the CONSULTANT shall assist in guarding the CITY against defects, deficiencies and delays in the Work, and shall immediately inform the CITY, in writing, of the progress (or lack of progress) and the quality of the Work. The CONSULTANT shall evaluate materials and/or workmanship for conformance with Construction Documents, review quality control testing reports, and promptly advise the CITY of any unacceptable materials and/or workmanship.

3.15.2 CONSULTANT shall support the Contractor's responsibility for obtaining a building permit from the CITY's Building Department ("Building Department") and any other permits required for a Project. Should any changes to the Construction Documents be necessary to obtain such permits, the CONSULTANT shall make those changes within seven (7) Days of being notified, at no additional cost to the CITY.

3.15.3 CITY Inspectors and Plan Reviewers - The CONSULTANT shall cooperate with the CITY inspectors and plan reviewers in providing information and explanations as requested. The CONSULTANT shall also respond to any deficiencies noted by the CITY inspectors and plan reviewers in the Construction Documents or during construction by making the necessary plan revisions or taking appropriate corrective action within seven (7) Days of receiving written notification, at no additional cost to the CITY.

3.15.4 The CONSULTANT shall review and either return without exception, return with comments, reject, or take other appropriate action upon the Contractor's Submittals (including, but not limited to, samples, schedules, product data, and shop drawings) for conformance with the design intent expressed in the Construction Documents and applicable codes and ordinances. The CONSULTANT's action shall be taken with reasonable promptness so as not to delay the progress of the Project, while allowing sufficient time, in the CONSULTANT's professional judgment, to permit adequate review. If the CONSULTANT rejects a Submittal, it shall state, in writing, the grounds for rejection.

3.15.5 The CONSULTANT shall review and respond to, or take other appropriate action upon, a Contractor's submission of any RFI in accordance with the requirements of the Construction Documents and at the direction of the Project Manager.

3.16 Reimbursable Expenses - If authorized as part of the CITY approved Work Order and proper documentation is provided to the CITY by the CONSULTANT, reimbursable expenses will be paid to the CONSULTANT. Reimbursable Expenses include expenses incurred by CONSULTANT, its employees and Sub-Consultants directly related to the performance of work under this Agreement or a Work Order, but do not include travel, lodging, food, or other similar discretionary expenses unless such expenses are expressly pre-approved in writing by the City. Reimbursement shall be based on a multiple of (1) times the expenses incurred supported by appropriate documentation. The following are reimbursable expenses which the CITY will consider:

3.16.1 Expenses of CITY-approved surveys of project sites and buildings, if paid by the CONSULTANT; or,



3.16.2 Expenses of CITY-approved testing (such as strength of materials, soils, chemical, mechanical or other tests), if paid by the CONSULTANT; or,

3.16.3 Document Reproduction Expenses:

- (a) The CONSULTANT shall verify with the CITY all Submittals which will be required for each Work Order, and the medium, format and quantities of documents required for each Submittal.
- (b) The CITY, at its option, may direct the CONSULTANT to provide CAD, PLT, and/or PDF files of Construction Documents for CITY in-house reproduction, and/or for reproduction by CITY-approved vendors.
- (c) The CONSULTANT shall, at no additional cost to the CITY, provide three (3) full-size hard copies (24" x 36") of the final CITY-approved Construction Documents. These copies shall represent the approved-for-bid and/or approved-for-permit versions of the documents.
- (d) Except as provided for in Section 3.16.3(c) of this Agreement, the CITY shall reimburse the CONSULTANT for the actual costs associated with reproduction of documents required by the CITY or by the Building Department for Submittals for review and approval.
- (e) The CITY shall not reimburse the CONSULTANT for any electronic storage devices, nor for the time expended to transfer electronic data to the storage devices, for required Submittals.
- (f) The CITY shall not reimburse the CONSULTANT for reproduction of documents for failure to obtain required approvals.
- (g) The CITY shall not reimburse the CONSULTANT for CONSULTANT's in-house document reproduction.

3.17 CONSULTANT and its subconsultants shall comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances.

3.18 The CONSULTANT retains the right to place one CITY-approved sign, if applicable, at the location of each Project undertaken pursuant to the terms of this Agreement. Said sign may be displayed at an entry or access point at each location, posted only upon commencement of actual construction of a Project and shall be removed by the CONSULTANT upon completion of construction of each Project.

3.19 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.



ARTICLE 4

WORK ORDER ASSIGNMENT PROCESS

Each Project assigned under this Agreement shall follow the Work Order Assignment Process outlined in this Article and depicted in the flowchart attached as Exhibit "C". This process establishes the steps for initiating, developing, and authorizing a Work Order, beginning with the issuance of a Work Order Request and concluding with the CITY's execution of a formal Work Order.

4.1 In connection with each Work Order to be assigned by the CITY to the CONSULTANT pursuant to this Agreement, the CITY will initiate the assignment by transmitting a Work Order Request by written notice (including e-mail) to the CONSULTANT to request a Scoping Meeting.

4.2 Within seven (7) Days after initial contact by CITY, the CONSULTANT shall schedule the Scoping Meeting. The CONSULTANT shall be responsible for contacting and requesting that the parties designated by the CITY, and/or indicated on the written request form, and/or other parties necessary for the CONSULTANT to provide the required services, attend the Scoping Meeting.

4.3 The CONSULTANT shall coordinate, conduct and document the Scoping Meeting, which may include a walk-through of the Project Site to determine the detailed requirements necessary to develop the deliverables to be provided under the Work Order, including but not limited to Construction Documents, Surveying and Mapping Documents, reports, studies, or other technical documentation.

4.4 The objective of the Scoping Meeting is to confirm the CITY's needs and reach mutual agreement between the CONSULTANT and the CITY on the key elements required to develop the Scoping Meeting Report and ultimately the Work Order, including:

4.4.1 Final Scope of Services means the agreed-upon description of the CONSULTANT'S SERVICES to be performed under a Work Order.

4.4.2 The Project Schedule, including all milestone dates, Submittal Schedules, and coordination requirements.

4.4.3 The CONSULTANT's preliminary Opinion of Probable Construction Cost, if applicable; and

4.4.4 The CONSULTANT's preliminary proposed cost and proposed method of compensation (Hourly Not-to-Exceed, Lump Sum, or Milestone-Based) to perform services under the anticipated Work Order.

4.5 The CONSULTANT shall submit a Scoping Meeting Report to the CITY for review and approval within fifteen (15) Days of the date of the Scoping Meeting. CONSULTANT shall be required to utilize the template provided for in Exhibit "D" titled "Scoping Meeting Report Template"

4.6 If the information provided by the CITY is insufficient to determine a Scope of Services,



then within seven (7) Days of the Scoping Meeting, the CONSULTANT shall request in writing that the CITY provide such information as necessary. The CONSULTANT shall have a total of fifteen (15) Days from the date of the Scoping Meeting (excluding the time that transpires between CONSULTANT's written request for additional information and CONSULTANT's receipt of such information) within which to submit the Scoping Meeting Report to the CITY. If the CONSULTANT fails to submit the required Scoping Meeting Report within the prescribed timeframe, and no written extension has been granted by the CITY, the CITY may, at its sole discretion, elect to terminate discussions for the Project and proceed in accordance with Section 4.7.2 of this Agreement.

4.7 The CITY shall review and either agree or disagree with the Scoping Meeting Report in writing. If the CITY agrees with the Report, the PM will begin the process to issue a Work Order for the Project. If the CITY does not agree with the Scoping Meeting Report, the CITY shall direct CONSULTANT to proceed with one of the following:

4.7.1 Provide CONSULTANT with feedback on Scoping Meeting Report and request CONSULTANT to resubmit; or

4.7.2 Provide CONSULTANT with written intent to terminate discussions; or

4.7.3 Provide CONSULTANT with written intent to re-procure the services under a new CCNA solicitation if the Opinion of Probable Construction Cost of a Project, or the CONSULTANT's proposed fee for study activity, exceeds the thresholds established in Section 287.055 Florida Statutes, as may be amended from time to time.

4.7.4 Notify CONSULTANT of CITY's intent to cancel project.

4.8 If the CONSULTANT and the CITY are unable to reach agreement for a specific project, both parties will be relieved of any and all obligations under the assignment request.

4.9 The CITY shall provide written notice to the CONSULTANT of its final decision regarding the CITY's review of the Scoping Meeting Report and any determinations made pursuant to paragraph 4.7 or other applicable provisions of this Agreement

4.10 Any services performed by the CONSULTANT without a Work Order issued by the CITY, or other written authorization by the CITY to proceed beyond the activities initiated by a Work Order Request, shall be at the CONSULTANT's sole risk and expense.

4.11 If the CITY issues a Work Order to the CONSULTANT, the CONSULTANT shall commence its professional services as provided in this Agreement and within a Work Order. The CITY-accepted Project Schedule shall be attached to the Work Order.

4.12 The CONSULTANT shall comply with the Project Schedule(s) as agreed upon in the Scoping Meeting Report. The schedule(s) must include time allowances for required reviews and approvals by outside permitting or regulatory agencies, if applicable, and by the CITY. With the exception of the final review, the CONSULTANT may continue its work during the CITY's review periods at its own risk



4.13 If the timelines initially established for a Project are exceeded or extended through no fault of the CONSULTANT, the CONSULTANT shall not be entitled to any additional compensation for delays, including delays resulting from CITY-initiated actions or other unforeseen circumstances. However, the CONSULTANT may, with the CITY's prior written approval, adjust or re-sequence the schedules of assigned Projects and Work Orders as necessary to maintain overall workflow and production efficiency under this Agreement.

4.14 The CONSULTANT shall notify the PM of proposed changes to an approved Work Order Project Schedule in writing, within seven (7) Days of any proposed change. Proposed changes to the Project Schedule must be approved by CITY in writing.

4.15 The CONSULTANT shall submit to the Project Manager, via email, a monthly status report summarizing all active Work Orders assigned under this Agreement. The report shall be submitted no later than the first day of each month and shall include, at a minimum, the following information for each Work Order:

- 4.15.1 Project name, Work Order number, and brief description of the services being performed.
- 4.15.2 Current phase or stage of completion, including percentage of work completed to date.
- 4.15.3 Key milestones achieved during the prior reporting period and upcoming milestones or deliverables.
- 4.15.4 Summary of coordination activities with the City, sub-consultants, and outside permitting or regulatory agencies.
- 4.15.5 Any schedule variances, anticipated delays, or issues requiring City action or direction.
- 4.15.6 Financial summary showing the approved fee, total billed to date, and remaining balance for each Work Order; and
- 4.15.7 Other information or updates reasonably requested by the Project Manager to assist in monitoring the Consultant's overall performance under this Agreement.

4.16 Time is of the essence in the performance of the CONSULTANT's Services under each Work Order. The CITY and CONSULTANT acknowledge that failure to adhere to the approved Project Schedule may cause delay-related impacts to the CITY that are difficult to quantify at the time of contracting. Accordingly, if the CONSULTANT fails to achieve a milestone or deliverable date established in the Project Schedule, and such delay is not excused in writing by the CITY, the CONSULTANT shall be liable for liquidated damages in the amount of **One Hundred Dollars (\$100.00) per calendar Day** for each day of unexcused delay beyond the milestone completion date, until the milestone is achieved. The Parties agree that this amount represents a fair and reasonable estimate of the CITY's anticipated damages and is not a penalty. Liquidated damages may be withheld by the CITY from any payments due to the CONSULTANT under the applicable Work Order. Liquidated damages shall apply only to the milestone identified in the applicable Work Order as the final completion and submittal of the Construction Documents, including final plans, specifications, and the Estimate of Probable Construction Cost, unless otherwise defined in



writing by the CITY.

ARTICLE 5

CITY'S RESPONSIBILITIES

In addition to responsibilities contained throughout this Agreement, the CITY's responsibilities include the following:

5.1 The CITY shall provide Work Order Requests to the CONSULTANT that clearly identify the proposed Project and serve as directives for professional services to be performed under this Agreement. Each Work Order Request shall reasonably define the anticipated Scope of Services, Project Schedule, and the estimated Construction Budget for the Project, and shall include any background information or supporting documentation available to assist the CONSULTANT in preparing for the Scoping Meeting.

5.2 The CITY shall designate one person as the Project Manager (PM) for each Project and may assign other representatives as necessary to act on the CITY's behalf. The Project Manager shall serve as the CITY's primary point of contact and shall have authority to make decisions and issue directions on routine project matters in accordance with this Agreement.

5.3 The CITY's designated representatives shall make all required decisions, approvals, and responses in a timely manner so as not to unreasonably delay the progress of the CONSULTANT's services.

5.4 The CITY shall provide written notice to the CONSULTANT of its approval, conditional approval, or disapproval of the CONSULTANT's Submittals, including design documents, Construction Documents, and other deliverables necessary to maintain the Project Schedule and ensure timely completion of the Project. All required corrections, clarifications, or revisions identified by the CITY, the CITY's Project Manager, or other governing agencies having jurisdiction shall be incorporated by the CONSULTANT at no additional cost to the CITY. The CONSULTANT's Services shall not be considered complete until all such required revisions have been satisfactorily addressed and final approval has been obtained.

5.5 To the extent requested by the CONSULTANT, the CITY shall furnish available survey information for the Project Site, including easements, and provide all existing drawings, specifications, and related documents pertinent to the Project

5.6 To the extent requested by the CONSULTANT, the CITY shall furnish all available information regarding existing utilities (public and private), known hazardous materials, and associated reports, and shall provide or make available existing geotechnical data or test boring reports necessary for evaluating subsurface conditions.

5.7 At the CONSULTANT's request, the CITY may arrange for or authorize any required testing, inspections, or reports necessary to support the Project design or permitting, including but not limited to structural, chemical, mechanical, soil, environmental, or materials testing. The CITY may also direct the CONSULTANT to obtain such services when appropriate. The CONSULTANT shall recommend the type, location, and extent of any tests needed to support the



Project design or permitting.

ARTICLE 6

PERFORMANCE BY CONSULTANT AND SUCCESSOR CONSULTANT

6.1 It is understood and agreed by the CONSULTANT that this is an Agreement for professional services of the CONSULTANT, and of the CONSULTANT's qualified representatives, except that the CONSULTANT named retains full responsibility to the CITY.

6.2 If for any reason, the CONSULTANT delays a project(s) or is otherwise unable to perform or fails to perform the services under this Agreement, the CITY reserves the exclusive right to recommend a successor CONSULTANT or terminate the services of the CONSULTANT pursuant to Section 7.4 of this Agreement.

6.3 SUCCESSOR ARCHITECT AND/OR ENGINEER

6.3.1 If the professional services of CONSULTANT are terminated before completion of the design services for any assigned Work Order(s), the CITY may:

6.3.1.1 Assign a new CONSULTANT from a list of active, experienced firms currently under contract with the CITY. Work Orders will be assigned based on ranking established by the evaluation committee. The firm's workload, qualifications for the task and performance on previous assignments will also be considered; or,

6.3.1.2 Elect to complete the remainder of the professional services with in-house staff; or,

6.3.1.3 A combination of 6.3.1.1. and 6.3.1.2 above.

6.4 The CITY may, for projects where the design has been completed by the original Architect (or Engineer) of Record, authorize staff to assign a Successor Architect or Engineer to become the construction contract administrator without becoming the Successor Architect (or Engineer) of Record.

6.5 Procedures for a Successor Registered Architect adopting the work of another Registered Architect shall be in accordance with the Florida Administrative Code 61G1-18.002.

6.6 Procedures for a Successor Professional Engineer adopting the work of another Professional Engineer shall be in accordance with the Florida Administrative Code 61G15-27.001.

6.7 Successor Professionals. For any other professional services authorized under this Agreement, including but not limited to surveying, mapping, or other consulting disciplines governed by Chapter 287.055, Florida Statutes, any subsequent professional assuming responsibility for work initiated by another shall comply with all applicable Florida laws and administrative rules governing their profession. The successor professional shall independently verify the accuracy and completeness of any prior work and shall be fully responsible for all documents they sign and seal.



ARTICLE 7

TERM FOR PERFORMANCE AND TERMINATION

7.1 CONSULTANT shall perform the services identified in Article 3 within the time frame set agreed upon by the Parties in each approved Work Order. 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.

7.2 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 a three (3) year period. The Term of this Agreement may be renewed for up to two (2) additional periods of three (3) year each, upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the Term thereof.

7.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) 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 approved Work Orders for convenience after they have been accepted as work orders/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. 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.

7.4 **Termination for Cause.** In addition to all other remedies available to CITY, this Agreement or any Work Order shall be subject to cancellation by CITY for cause should the CONSULTANT or any of its sub-consultants fail or refuse to properly or timely perform any of its obligations under this Agreement or any Work Order. The CITY shall notify the CONSULTANT of the failure(s) in writing, which shall include electronic messaging, and the CONSULTANT shall have seven (7) Days to cure the failure(s). Should the CONSULTANT fail to cure the failure(s) within that time, the CITY may send a second written notice terminating the Work Order or this entire Agreement for Cause, identifying the continuing failure(s). Upon receipt of that second notice, the CONSULTANT shall cease all further work on the Project(s) and immediately turn over to the CITY all documents regarding the Project(s) including, without limitation, all work performed by the CONSULTANT, whether complete or incomplete, approved, rejected or pending with the CITY. Nothing contained herein shall affect the CONSULTANT's professional responsibility regarding the Project(s). If the CITY terminates the Work Order and/or this Agreement for cause, the CITY shall determine and pay any amounts owed to the CONSULTANT for services rendered prior to the date of termination of this Agreement or Work Order, less the amount of any claim(s) the CITY may have against the CONSULTANT. Furthermore, notices to cure issued by the CITY will be taken into consideration by the CITY in the issuance of additional Work Orders and/or future contracts with the CITY.

7.5 **Work Order Suspension.** The CITY reserves the right to suspend a Work Order at any



time. If the suspension is due to no fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the level of completion the CONSULTANT has achieved at the time the notice of suspension is served, as determined by the CITY.

7.5.1 If the Work Order is reinstated by the CITY after having been suspended for more than three (3) months, the CONSULTANT's compensation may be adjusted by the addition of documented project resumption expenses. Project resumption expenses are intended to compensate the CONSULTANT for all costs and expenses which are directly or indirectly attributable to resumption of the CONSULTANT's services after a Work Order suspension.

7.5.2 Project resumption expenses are applicable only to a Work Order suspension by the CITY and may be negotiated based on CONSULTANT's documented expenses to resume work.

ARTICLE 8

COMPENSATION AND METHOD OF PAYMENT

8.1 CITY agrees to compensate CONSULTANT for each Work Order issued by the CITY from time to time on an as-needed basis. The method of compensation—Hourly Not-to-Exceed, Lump Sum, or Milestone-Based—shall be established in each Work Order based on the nature of the services to be performed. The compensation amount will be in accordance with the CONSULTANT's Labor Rates more particularly described in **Exhibit "E"** and shall not exceed the approved Work Order amount.

8.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any approved Work Orders issued hereunder. The invoice shall include, at a minimum, Project name, date of service, staff classification, time expended (if Hourly Not-to-Exceed), a description of the services performed, and any other information reasonably required by CITY. For Lump Sum or Milestone-Based Work Orders, invoices shall identify the completed deliverable or milestone associated with the payment request.

8.3 Compensation Structure. Compensation for the Services may be structured in accordance with one or more of the following methods, as set forth in the applicable Work Order:

8.3.1 Hourly Not-to-Exceed (NTE): Compensation based on actual hours worked multiplied by approved hourly rates, not to exceed the total Work Order amount.

8.3.2 Lump Sum: A fixed total amount for the defined Scope of Services, payable as a single payment or in installments tied to deliverables or milestones, as set forth in the Work Order.

8.3.3 Milestone-Based: A total fixed amount allocated to specific milestones or deliverables, with payment upon completion and acceptance by the CITY.

8.4 Lump Sum and Milestone-Based compensation shall be based on the CONSULTANT's proposed scope and level of effort and shall only be adjusted through written modification approved by the CITY.



8.5 Submittals for Reimbursable Expenses shall include supporting documentation including receipts and invoices for the actual costs incurred, as authorized in the Work Order

8.6 The Parties agree that any changes to the CONSULTANT'S SERVICES identified by the CITY as an error or omission on the part of the CONSULTANT (including its Sub-Consultants or any other specialty consultant(s)) shall be considered an additional cost to the CITY which would not have been incurred but for such error or omission. The CITY shall not be responsible for the cost of additional services required to correct such errors or omissions. The CITY reserves the right to withhold from the CONSULTANT fees or CONSULTANT's request for payment such amounts for the CONSULTANT's errors and omissions, as determined by the CITY, after a meeting with the CONSULTANT and CITY staff. The CONSULTANT shall retain all rights to assert a claim to recover any amount so withheld in the manner provided by this Agreement. The CONSULTANT recognizes that the CITY's right to withhold payments is a material inducement to the CITY entering into this Agreement. Withholding any monies herein shall not be deemed a default and/or breach of this Agreement by the CITY and the CONSULTANT shall continue performance of all services required under this Agreement notwithstanding such withholding of monies by the CITY. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the CITY may otherwise incur.

8.6.1 Paragraph 8.4 of this Agreement does not apply to changes requested by the CITY.

8.7 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed project specific basis.

8.8 CITY will make its best efforts to pay CONSULTANT within thirty (30) 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.

8.9 If any of the required services or deliverables are rejected by the CITY, the CONSULTANT shall, at no additional cost, correct or revise such services until accepted by 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.

8.10 **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.

8.11 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Order pursuant to this Agreement, the CONSULTANT agrees to continue providing services, at the rates and terms 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 7.3,



Section 7.4 or Article 18 herein.

8.12 **Rate Adjustments.** The Labor Rates established in Exhibit “E” shall remain firm through **December 31, 2026**. Effective **January 1, 2027**, and annually thereafter, such rates shall be automatically adjusted based on the percentage change in the Producer Price Index (“PPI”) for Architectural, Engineering and Related Services, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics Detailed Report Series ID: PCU5413--5413--(https://data.bls.gov/timeseries/PCU5413--5413--&output_view=pct_12mths), using the June-to-June change for the year immediately preceding the adjustment, or five percent (5%), whichever is less, but not less than zero percent (0%).

8.12.1 Each Work Order issued under this Agreement shall be governed by the labor rates in effect under this Agreement at the time the Work Order is issued by the CONSULTANT and accepted by the CITY. Any approved rate adjustments to this Agreement shall apply only to Work Orders issued after the effective date of the such adjustments. Work Orders issued prior to the effective date of any rate adjustment shall remain subject to the rates in effect at the time of issuance and acceptance and shall remain firm for the full duration of the applicable Work Order. The CONSULTANT shall ensure that all Sub-Consultants comply with the same requirements and that no Sub-Consultant rate increases are implemented without prior written approval by the CITY.

ARTICLE 9

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONSULTANT may from time-to-time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in each approved Work Order 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 Supplemental Work Order, 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.

9.2 CONSULTANT shall continue work when seeking Supplemental Work 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 seeking a Supplemental Work 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.

9.3 In the event that the CITY and the CONSULTANT are unable to reach agreement as to the amount and/or method of compensation for any additional service requested by the CONSULTANT (whether specifically identified herein or otherwise), the CITY may, at its sole option, have those services performed by a third party. Performance by a third party of such services as directed by the CITY shall not relieve the CONSULTANT of his/her responsibilities or obligations under this Agreement, including without limitation, the CONSULTANT’s



obligations as Architect of Record.

9.4 The CITY's election to utilize a third party to perform such services shall not entitle the CONSULTANT to request, nor obligate the CITY to pay, any additional fees to the CONSULTANT. The CITY agrees that in the event a third party is employed by the CITY under this paragraph, the CONSULTANT shall not be held responsible for the performance of such third party and shall have no responsibility relating to review, approval or administration of such third party retained by the CITY.

9.5 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 10

INDEMNIFICATION

10.1 The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by CONSULTANT during performance of this Agreement. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 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.

10.3 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.

ARTICLE 11

INSURANCE

11.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall not limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

11.2 CONSULTANT AND ALL SUBCONSULTANTS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONSULTANT has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the



City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONSULTANT be allowed to commence work under this AGREEMENT until the SUBCONSULTANT complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

11.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

11.4 Certificates of Insurance shall provide for thirty (30) Days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) Days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

11.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) Days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

11.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 11.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000



Aggregate Reduction: CONSULTANT shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONSULTANT will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☒ ☐

11.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption for CITY to exempt CONSULTANT.

Yes No

☐ ☒

11.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☒

11.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto



Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

- ✓ ☐ 11.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 11.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

11.7 REQUIRED ENDORSEMENTS

11.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

11.7.2 Waiver of all Rights of Subrogation against the CITY.

11.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

11.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.

11.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

11.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

11.8 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.

11.9 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 12

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 13

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 14

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 Pembroke Pines in the annual budget for each fiscal year of this Agreement and is subject to



termination based on lack of funding.

ARTICLE 15

UNCONTROLLABLE FORCES

15.1 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.

15.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. 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 16

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 17

SIGNATORY AUTHORITY

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

ARTICLE 18

DEFAULT OF CONTRACT & REMEDIES

18.1 **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.

18.2 **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 services.

18.3 **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:

18.3.1 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 Project Manager or other CITY designee.

18.3.2 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) 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) 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) Day period and thereafter diligently prosecutes such cure to completion.

18.3.3 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.

18.3.4 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) 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) 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) Days.

18.4 **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) 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.

18.4.1 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.



18.4.2 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.

18.4.3 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.

ARTICLE 19

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.

ARTICLE 20

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 21

PUBLIC RECORDS

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

21.1.1 Keep and maintain public records required by the CITY to perform the service.

21.1.2 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.

21.1.3 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

21.1.4 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.

21.2 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:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
gfernandez@ppines.com**

ARTICLE 22 **SCRUTINIZED COMPANIES**

22.1 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 Iran Terrorism Sectors 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:

22.1.1 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

22.1.2 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:

22.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the



Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

22.1.2.2 Is engaged in business operations in Syria.

ARTICLE 23

EMPLOYMENT ELIGIBILITY

23.1 **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.

23.1.1 Definitions for this Section.

23.1.1.1 “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.

23.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

23.1.1.3 “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.

23.1.1.4 “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.

23.2 **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:

23.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

23.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and

23.2.3 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) 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 24

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:

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

- 24.1.1 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.
- 24.1.2 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.
- 24.1.3 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.

- 24.1.4 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.
- 24.1.5 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.
- 24.1.6 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.
- 24.1.7 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.
- 24.1.8 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.

24.2 **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. In addition, CONSULTANT must be required to pay wages not less than once a week.

24.3 **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.

24.4 **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.

24.4.1 **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.

24.4.2 **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 therefore 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 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.

24.4.3 **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.

24.4.4 **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.

24.5 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).

24.5.1 **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.

24.5.2 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.

24.6 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).

24.6.1 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.

24.6.2 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.

24.7 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.

24.8 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).



24.9 **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.

24.10 **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.

24.11 **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.

24.12 **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.

24.13 **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.

24.14 **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.

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

24.16 **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.



24.16.1 **Prohibitions.**

- 24.16.1.1 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.
- 24.16.1.2 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;
- 24.16.1.3 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;
- 24.16.1.4 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
- 24.16.1.5 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.

24.16.2 **Exceptions.**

- 24.16.2.1 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.
- 24.16.2.2 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.

24.16.3 **Reporting Requirement.**

24.16.3.1 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.

24.16.3.2 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 25.16.3.1 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.

24.17 **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.

24.18 **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.



24.19 **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 25 **MISCELLANEOUS**

25.1 **Ownership of Documents.** All reports, drawings, specifications, data, calculations, field notes, estimates, and other documents and deliverables (collectively, "Work Product") prepared or obtained by the CONSULTANT in connection with this Agreement shall become the property of the CITY upon payment for the services rendered, whether or not the project for which they were prepared is completed. The CITY may use, reproduce, or make derivative works from such Work Product for any governmental purpose without additional compensation to the CONSULTANT. Reuse of such Work Product by the CITY on other projects without written verification or adaptation by the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT.

25.2 **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.

25.3 **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.

25.4 **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.

25.5 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.

25.6 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 Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT **Michael Avirom, President**
Avirom & Associates, Inc.
50 SW 2nd Avenue, Suite 102
Boca Raton, FL 33432
E-mail: mike@aviromsurvey.com

Copy To: **Jennifer Simoneaux, Office Manager**
Avirom & Associates, Inc.
50 SW 2nd Avenue, Suite 102
Boca Raton, FL 33432



E-mail: jennifer@aviromsurvey.com
Telephone No: (561) 392-2594

25.7 **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.

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

25.9 **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.

25.10 **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.

25.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern.

25.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

25.13 **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.

25.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

25.15 **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.

25.16 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be



construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

25.17 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.

25.18 Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

25.19 Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

25.20 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

25.21 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE



CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

25.22 **Compliance with Statutes.** If applicable, it is the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

25.23 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONSULTANT shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

25.24 **Compliance with Foreign Entity Laws.** CONSULTANT ("Entity") hereby attests under penalty of perjury the following:

- 25.24.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 25.24.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 25.24.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 25.24.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 25.24.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 25.24.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

GABRIEL FERNANDEZ, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

AVIROM & ASSOCIATES, INC.

Signed By: Signed by: Michael D. Avirom
8318F722C28A4AE...

Printed Name: Michael D Avirom

Title: President

January 14, 2026



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), 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 Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. 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.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 14, 2026

ENTITY: **AVIROM & ASSOCIATES, INC.**

SIGNED BY: 
Signed by: Michael D. Avisom
8318F722C28A4AE...

NAME: Michael D Avisom

TITLE: President

Question Set 1: Tab 1 - Experience and Capabilities

Question Set 1 Instructions

The relative experience and qualification of each applicant’s proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

#	Question	Response	Comment
1.0.1	Explain your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm.	-	Avirom & Associates, Inc. is pleased to submit our response to the CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping, RFQ # PSPW-23-20 for the Professional Service Discipline - Land Surveying. Established in 1981 by Michael D. Avirom, our firm is dedicated solely to the land surveying profession. The Avirom team of 35 individuals includes six registered land surveyors and five licensed drone pilots. Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver Land Surveying services to counties, municipalities and agencies throughout the South Florida region including the cities of Lauderhill, Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, the Towns of Lauderdale-By-The-Sea and Palm Beach, the Village of Islamorada along with Broward College and the Florida Counties of Martin and Monroe. Our firm has also completed numerous surveying and mapping projects in the Bahamas and throughout the Caribbean.
1.0.2	Describe the size of your firm.	-	The Avirom team of 35 individuals includes six registered land surveyors and five licensed drone pilots. Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver Land Surveying services to counties, municipalities and agencies throughout the South Florida region including the cities of Lauderhill, Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, the Towns of Lauderdale-By-The-Sea and Palm Beach, the Village of Islamorada along with Broward College and the Florida Counties of Martin and Monroe. Our firm has also completed numerous surveying and mapping projects in the Bahamas and throughout the Caribbean.
1.0.3	Describe your firm's financial history, strength and stability.	-	The firm has been registered as a Florida corporation since 1981 and currently holds a Professional Surveyor and Mapper (PSM) business certificate from the State of Florida. Avirom & Associates currently has 6 licensed land surveyors, 7 fully equipped field crews and 7 in-house CADD technicians on staf
1.0.4	Describe your firm's range of activities.	-	Avirom & Associates, Inc. is submitting this Statement of Qualifications in reference to the Professional Service Discipline of Land Surveying Services. Avirom & Associates is an experienced Land Surveying firm based in South Florida with over 42 years of experience providing surveying and mapping services to clients throughout Florida and the Caribbean. The firm has been registered as a Florida corporation since 1981 and currently holds a Professional Surveyor and Mapper (PSM) business certificate from the State of Florida
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	-	Avirom & Associates extensive list of clients includes many cities, towns, and villages located throughout South Florida including Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, Lauderdale-ByThe-Sea, Palm Beach, and Islamorada. In addition, the firm has completed surveying and mapping projects for Martin and Monroe counties as well numerous projects in the Bahamas and throughout the Caribbean. Avirom & Associates has extensive knowledge and experience in providing the following surveying services:
1.0.6	Do you have a minimum of five (5) years of experience with projects in the HVHZ of South Florida per the Florida Building Code?	Yes	Avirom & Associates has worked in HVHZ zones in South Florida since 1981 and as such has the required 5 years of experience.
1.0.7	The firm or person’s must provide information on their proximity to and familiarity with the area in which the project is located.	-	The firm’s main office is located at 50 S.W. 2nd Avenue, Suite 102, Boca Raton, FL 33432. Avirom & Associates also has branch offices located at 2506 SE Willoughby Blvd. Stuart, FL 34994 and 402 Applerouth Lane, Suite 2E, Key West, FL 33040.
1.0.8	Explain the availability and access to the firm's top level management personnel.	-	Avirom & Associates management and staff are available whenever and wherever is needed to address teh needs of our clients. Quality customer services is alsway our top priority.
1.0.9	List any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members, which are not already listed on Standard Form 330.	-	Included in attached SF330.
1.0.10	Identify which of the nine Professional Service Discipline(s) you are applying for: a. General Civil and Environmental Engineering Services, b. MEP Engineering Services, c. Geotechnical Services, d. Structural Engineering Services, e. Land Surveying Services, f. General Architectural Services, g. Landscape Architecture Services, h. Hydro-Geological Services, i. FDOT Roadway Engineering Services	-	e. Land Surveying Services
1.0.11	Provide evidence of knowledge and experience with Broward County and industry standards, specifications, design procedures and plans production pertaining to the following Professional Service Discipline(s) you are applying for.	-	Avirom & Associates extensive list of clients includes many cities, towns, and villages located throughout South Florida including Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, Lauderdale-ByThe-Sea, Palm Beach, and Islamorada. In addition, the firm has completed surveying and mapping projects for Martin and Monroe counties as well numerous projects in the Bahamas and throughout the Caribbean. Avirom & Associates has extensive knowledge and experience in providing the following surveying services:
1.0.12	What is your reputation compared to your peers in the market?	-	According to our extensive list of clients we are one of the top Land Surveying firms in South Florida.

1.0.13	What is your reputation like among customers and how have you developed it?	-	Here at Avirom & Associates we strive to provide our clients with the very highest quality Surveying and Mapping services. We have one of the most experienced surveying teams in South Florida and offer an extensive list of surveying and mapping services to meet all of our clients' needs.
1.0.14	How does your service differ from similar competitors'? How do you win and retain business?	-	Avirom & Associates uses the National Society of Professional Surveyors Certified Survey Technician (CST) Program to certify and promote technical employees within the firm. The CST Program is a nationally recognized comprehensive program which certifies technicians who have demonstrated their competency to understand and perform the full spectrum of survey tasks, as well as ensuring and perpetuating the ethics of the survey profession.
1.0.15	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	Avirom & Associates understands the overall intent of this Request for Qualifications and if selected makes a firm commitment to meet the required tasks under the Land Surveying Professional Service Discipline for which we are applying. Avirom & Associates of the requirements for compliance with City Standards, Codes and Engineering Standards. In addition, our firm is familiar with Engineering Permitting, Study Preparation, and Miscellaneous Designs in the realm of Land Surveying as typically utilized by communities in South Florida.
15 Questions			100.00% Complete

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. The projects listed in this section shall be the firm's best examples of previous projects that are similar in size and scope. These projects and additional projects may also be listed on Standard Form 330.

In addition, do not provide references for City of Pembroke Pines projects.

Details should include the following:

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided Services for?	-	Avirom's & Associates current workload includes over 100 clients. Having been in business since 1981, Avirom's total client could easily be many times greater.
2.1.2	What similar or related projects have you worked on within the past three years?	-	Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver Land Surveying services to counties, municipalities and agencies throughout the South Florida region including the cities of Lauderhill, Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, the Towns of Lauderdale-By-The-Sea and Palm Beach, the Village of Islamorada along with Broward College and the Florida Counties of Martin and Monroe. Our firm has also completed numerous surveying and mapping projects in the Bahamas and throughout the Caribbean.
2.1.3	What challenges did you face and how did you overcome them?	-	Challenges in the Land Surveying include keeping up with the latest technology and standards. Avirom & Associates has dedicated staff who follow not only technology developments but also implement this new technology to meet the ever change standards of the industry.
2.1.4	How many of your clients are repeat clients?	-	Nearly all of our clients are repeat clients who we service through continuing contracts.
2.1.5	How much of your revenue is derived from managing projects similar to ours?	-	\$5 million to \$10 million per year.
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	-	Reference #1 - Town of Palm Beach Undergrounding of Utilities Client: Kimley-Horn & Associates, Inc.
2.2.2	Address	-	Address: West Palm Beach, FL
2.2.3	Contact Name	-	Reference: Kevin Schanen, Project Manager
2.2.4	Contact Title	-	Project Manager
2.2.5	Contact E-mail Address	-	Email: kevin.schanen@kimley-horn.com
2.2.6	Contact Telephone #	-	Tel: (561) 845-0665
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	-	Avirom & Associates, Inc.
2.3.2	Name and location of the project	-	Reference #1 - Town of Palm Beach Undergrounding of Utilities
2.3.3	Nature of the firm's responsibility on the project	-	Subcontractor to Kimley-Horn & Associates, an engineering firm.
2.3.4	Project duration	-	Project Dates: 05/2016 to present
2.3.5	Completion (Anticipated) Date	-	On-going
2.3.6	Size of project	-	Under \$1 million
2.3.7	Cost of project	-	Under \$1 million
2.3.8	Work for which staff was responsible	-	Project Summary: Utilizing 3D Scanning, GPS and conventional surveying, the Avirom team prepared Engineering Design/Topographic surveys for the placement of overhead utilities underground. The Town of Palm Beach is 7.8 squaremiles so the mapping was divided into 8 phases, some of the phases being divided into north and south zones. In addition to the topographic surveys, the Avirom team is in the process of preparing easements, as-built surveys and performing construction related services.
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	-	Reference #2 - Town of Surfside Undergrounding of Utilities Client: Kimley-Horn & Associates, Inc.
2.4.2	Address	-	Address: West Palm Beach, FL

2.4.3	Contact Name	-	Reference: Brett Johnson, Project Manager
2.4.4	Contact Title	-	Project Manager
2.4.5	Contact E-mail Address	-	Email: brett.johnson@kimley-horn.com
2.4.6	Contact Telephone #	-	Tel: 561-845-0665
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	-	Avirom & Associates, Inc.
2.5.2	Name and location of the project	-	Reference #2 - Town of Surfside Undergrounding of Utilities
2.5.3	Nature of the firm's responsibility on the project	-	Subcontractor to Kimley-Horn & Association, an engineering firm.
2.5.4	Project duration	-	Project Dates: 11/2023 – Present
2.5.5	Completion (Anticipated) Date	-	On-going
2.5.6	Size of project	-	under \$1 million
2.5.7	Cost of project	-	under \$1 million
2.5.8	Work for which staff was responsible	-	Project Summary: Avirom & Associates is currently working with the engineer, Kimley-Horn and Associates, an engineering firm, as a subcontractor for the Town of Surfside to provide route of line survey and sketch and descriptions. . This is a three-phase project. The Avirom team will be providing the base mapping of all the streets within the Town which involve locating all improvements within the right-of-way and establishing right-of-way/ownership lines. This survey will be used for design by the engineer to implement a plan for undergrounding the Town's overhead utilities. After the design process, Avirom's team will be responsible for preparing the sketch and description for various utility easements and eventually layout the easements for construction.
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	-	Reference #3 - Boynton Beach CRA Downtown/Dewey Park "THE PIERCE" Client: Boynton Beach CRA
2.6.2	Address	-	Boynton Beach, FL
2.6.3	Contact Name	-	Reference: Theresa Utterback
2.6.4	Contact Title	-	Project Manager
2.6.5	Contact E-mail Address	-	Email: UtterbackT@bbfl.us
2.6.6	Contact Telephone #	-	Tel: 561-600-9094
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	-	Avirom & Associates, Inc.
2.7.2	Name and location of the project	-	Reference #3 - Boynton Beach CRA Downtown/Dewey Park "THE PIERCE"
2.7.3	Nature of the firm's responsibility on the project	-	Prime contractor
2.7.4	Project duration	-	Project Dates: 09/2014 – 07/2021
2.7.5	Completion (Anticipated) Date	-	07/2021
2.7.6	Size of project	-	under \$1 million
2.7.7	Cost of project	-	under \$1 million
2.7.8	Work for which staff was responsible	-	Various boundary surveys for acquisition and topographic surveys around "The Pierce" property. In addition, Avirom & Associates has completed additional projects for the Boynton Beach CRA including the Cottage District Properties surveying project which encompassed sketch and descriptions, utility locations, as-builts, boundary survey, topographic survey, obtaining elevations, legal descriptions, and staking for fences for construction.
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	-	Reference #4 - City of Lauderhill Staff Gauges Client: City of Lauderhill

2.8.2	Address	-	Lauderhill, FL
2.8.3	Contact Name	-	Reference: Joan Fletcher, GIS Manager
2.8.4	Contact Title	-	GIS Manager
2.8.5	Contact E-mail Address	-	Email: jfletcher@lauderhill-fl.gov
2.8.6	Contact Telephone #	-	Tel: 954-730-4204
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	-	Avirom & Associates, Inc.
2.9.2	Name and location of the project	-	Reference #4 - City of Lauderhill Staff Gauges
2.9.3	Nature of the firm's responsibility on the project	-	Prime contractor
2.9.4	Project duration	-	Project Dates: 11/2023 – Present
2.9.5	Completion (Anticipated) Date	-	On-going
2.9.6	Size of project	-	under \$1 million
2.9.7	Cost of project	-	under \$1 million
2.9.8	Work for which staff was responsible	-	Project Summary: Avirom & Associates, Inc. installed staff gauges at 18 different locations throughout the City of Lauderhill for City Staff to monitor the canal elevations in the City. Avirom & Associates has also completed additional surveying projects for the City of Lauderhill through continuing services contracts for the past approximately 30 years.
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	-	Reference #5 - City of Delray Beach Continuing Services Contract Client: City of Delray Beach
2.10.2	Address	-	Delray Beach, FL
2.10.3	Contact Name	-	Reference: Cynthia Fuentes, Engineering
2.10.4	Contact Title	-	Project Manager
2.10.5	Contact E-mail Address	-	Email: fuentescc@mydelraybeach.com
2.10.6	Contact Telephone #	-	Tel: 561-243-7195
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	-	Avirom & Associates, Inc.
2.11.2	Name and location of the project	-	Reference #5 - City of Delray Beach Continuing Services Contract
2.11.3	Nature of the firm's responsibility on the project	-	Prime contractor
2.11.4	Project duration	-	Project Dates: 11/205 - present
2.11.5	Completion (Anticipated) Date	-	On-going
2.11.6	Size of project	-	under \$1 million
2.11.7	Cost of project	-	under \$1 million
2.11.8	Work for which staff was responsible	-	Project Summary: Avirom & Associates has worked directly with agencies within the City of Delray Beach and with subconsultants to provide various surveying services. As part of Delray Beach Community Redevelopment Agency downtown development, our firm prepared boundary surveys, topographic surveys, plat preparation and processing and sketch and legal descriptions for land acquisitions throughout downtown Delray Beach. Our firm worked with the Delray Beach Engineering Department on numerous projects to provide boundary surveys, topographic surveys, sketch and legal descriptions, topographic/routeof-line surveys and construction services such as layouts and staking.
75 Questions			100.00% Complete

Question Set 3: Tab 3 - Firm’s Understanding and Approach to the Work

Question Set 3 Instructions

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	Avirom & Associates understands the overall intent of this Request for Qualifications and if selected makes a firm commitment to meet the required tasks under the Land Surveying Professional Service Discipline for which we are applying. Avirom & Associates of the requirements for compliance with City Standards, Codes and Engineering Standards
3.0.2	Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.	-	In addition, our firm is familiar with Engineering Permitting, Study Preparation, and Miscellaneous Designs in the realm of Land Surveying as typically utilized by communities in South Florida.
3.0.3	Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.	-	In addition, our firm is familiar with Engineering Permitting, Study Preparation, and Miscellaneous Designs in the realm of Land Surveying as typically utilized by communities in South Florida.
3.0.4	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	-	Avirom & Associates extensive list of clients includes many cities, towns, and villages located throughout South Florida including Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, Lauderdale-ByThe-Sea, Palm Beach, and Islamorada. In addition, the firm has completed surveying and mapping projects for Martin and Monroe counties as well numerous projects in the Bahamas and throughout the Caribbean. Avirom & Associates has extensive knowledge and experience in providing the following surveying services: Topographic Surveys - Topographic surveys will be done by establishing accurate horizontal and vertical control stations to the appropriate level of accuracy specific to the project. A terrain grid will be established and once redundant measurements have been made, the existing feature and topographic data will be collected with our Leica and Topcon brand total stations and stored in Carlson Survey data collectors. Sketch and Descriptions - We work hard to create sketch and description documents that will easily accommodate any submittal package as needed. Upon determining the desired requirements for the sketch and descriptions, we will diligently produce the documents based upon instruments of record pertaining to dedicated lands and/or based upon the existing features on the subject property. A legal description will be created in accord with Florida Statutes accounting for any scrivener’s errors or pre-existing legal descriptions calls to said property. A clear and legible sketch will accompany the legal description containing graphic depictions as well as labelling dimensions and calls to help easily follow the legal description. Preparation of Easements - Whether preparing to establish new or proposed easements or retracing recorded easements, we adhere to a thorough protocol and work with all of the invested parties at the beginning of the work all the way through, from recovering any survey monumentation or existing features, including working with underground utility locating contracts to
3.0.5	Identify any issues or concerns of significance that may be appropriate.	-	None
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	Avirom & Associates’ focus is on precision surveying and clear communication, both with our clients and our staff. Our quality control/quality assurance policy guarantees that the drawings produced by our team are an accurate reflection of the information collected by our experienced crew in the field. We are on the cutting edge and current with technology with the advent of 3-dimensional laser scanning and drone capabilities. The following steps are taken to ensure the quality of each project: • Project Manager will coordinate with the client’s staff to develop a project scope of services to meet the project objectives • Development of survey plan for implementation of project scope • Research for plats, right-of-ways, controls, prior surveys, benchmarks, etc. • Meet with survey field crew to discuss parameters of the project and safety procedures • Determine the technology necessary for the project and establish equipment to be utilized in the field • Mobilize field crew(s) • Ongoing review of project standards, criteria and checklist • Daily review of field notes to ensure the scope of work and standards are met • Ongoing/daily communication between project manager and field crew with special emphasis on the transmittal of data, quality control, safety, cost and schedule adherence • Process survey field data and prepare final drawings • Field review by Project Manager for quality assurance and to ensure the work meets Florida State Statutes and Minimum Technical Standards
3.0.7	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	-	Avirom & Associates, Inc. prides itself on quality and mistake free work. Mistakes do happen however and when they do Avirom identifies and corrects them immediately so as to not affect the overall quality of the work on the project.
3.0.8	Describe the firm’s techniques to quality control. At a minimum describe the firm’s technique to control design and contract documentation, including record keeping.	-	Throughout every stage of a project, quality checks are utilized starting with our field crew chiefs, all of whom are experienced and are knowledgeable in the practice of the surveying profession. Field notes and data files are submitted at the end of each workday to the project manager. The field notes are then checked by a survey technician whose responsibility includes drafting the work in AutoCAD/Carlson. After drafting has been completed by the survey technician and a due diligence review by the project manager, the crew returns to the field with a copy of the survey to perform a quality assurance field check. A final due diligence check is made by the project manager prior to signing, sealing and delivering to the client.
8 Questions		100.00% Complete	

Question Set 4: Tab 4 - Willingness to Meet Time and Budget Requirements

Question Set 4 Instructions

This solicitation is for the award of a continuing contract. The specific projects requiring professional services under the agreement have not yet been identified. However, in general, please explain your firm's approach in meeting "project specific" time and budget requirements and indicate whether CONSULTANT is committed to meet these requirements when identified in this agreement.

The continuing contract shall be used for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, or for study activities in which the fee for professional services for each individual study under the contract does not exceed \$500,000, or as further allowed, or amended from time to time, in Florida Statute 287.055.

Individual projects may be identified in the future, including potential projects resulting from a future Master Plans that the City is in the process of developing. The following list includes some possible project(s) that the City may utilize the continuing contract for. The estimated timelines and cost estimates for the professional services listed below are rough ball-park figures, however the Public Services Department will work with the awarded Consultant to better define the scope, design, timeline and cost estimates after the award of the contract(s).

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services and work authorizations at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

#		Question	Response	Comment
Budget				
4.1.1		In general, please explain your firm's approach in meeting "project specific" budget requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.	-	Avirom & Associates is committed to delivering projects on time and within budget. Our firm has built its reputation and over 42 years of business success by ensuring that our clients and their projects receive the dedicated time and resources necessary to meet every assignment's delivery objective. The Avirom & Associates survey team is adept at the simultaneous management of multiple projects of varied size, scope and complexity. We work together as a company to ensure that all of our client's commitments are met in a timely and efficient manner. The Avirom & Associates team consists of 35 employees with an average length of service of 18 years. We are one of the few firms in the State of Florida that has six Registered Land Surveyors. Our Boca Raton office will be the office responsible for managing and production of work related to this contract. Avirom & Associates also has branch offices in Stuart and Key West, Florida.
4.1.2		Please advise if your firm is willing to meet the stated budget requirements.	Yes	
4.1.3		What percentage of your completed projects have had cost overruns?	-	Probably less than 10% of our projects have cost overruns. We've been in business since 1981 and as such can generally estimate very accurately what a project will cost.
4.1.4		Tell me about a time when you went over budget. How did you handle the situation?	-	Generally is a project is to go over budget the client will be informed with a breakdown of why the budget is being exceeded. At this point a decision can be made on how to continue.
4.1.5		What cost-saving measures do you implement at your firm?	-	Avirom & Associates uses the National Society of Professional Surveyors Certified Survey Technician (CST) Program to certify and promote technical employees within the firm. The CST Program is a nationally recognized comprehensive program which certifies technicians who have demonstrated their competency to understand and perform the full spectrum of survey tasks, as well as ensuring and perpetuating the ethics of the survey profession.
4.1.6		Who will be in charge of maintaining the budget on projects?	-	Michael D. Avirom, the firm's President along with the individual project managers are responsible for budgets.
4.1.7		How many accounts is this person assigned to at a given time?	-	Depends on the workload.
Timeline				
4.2.1		In general, please explain your firm's approach in meeting "project specific" time requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.	-	Avirom & Associates is committed to delivering projects on time and within budget. Our firm has built its reputation and over 42 years of business success by ensuring that our clients and their projects receive the dedicated time and resources necessary to meet every assignment's delivery objective. The Avirom & Associates survey team is adept at the simultaneous management of multiple projects of varied size, scope and complexity. We work together as a company to ensure that all of our client's commitments are met in a timely and efficient manner.
4.2.2		Please advise if your firm is willing to meet the stated time requirements.	Yes	
4.2.3		What is the average turnaround time for a project that is similar to mine?	-	Depends on the individual project. However as Avirom & Associates has multiple licesned surveyors and teams generally a project can be turned as quickly as needed.
4.2.4		What is your average on-time completion rate?	-	Well over 90%
4.2.5		How many projects do your teams typically take on at a given time?	-	Depends on the the complexity of the projects.
4.2.6		Tell me about a time when the project timeline was delayed. How did you handle the situation?	-	Multiple projects over the years have been delayed due to weather events. In these cases the projects are prioritized for restart depending on the needs of the clients.
4.2.7		Describe the firm's design and construction management methods and techniques. Include details on firm's ability to make decisions and facilitate resolution of disputes.	-	Avirom & Associates is strictly a Land Surveying firm and as such is not generally involved in desgin or construction management.
4.2.8		Describe the firm's knowledge and experience with scheduling.	-	Our project surveyors who act as project managers are well versed in what it takes to get a project done and skilled in scheduling their teams on a timely basis.
15 Questions			100.00% Complete	

Question Set 5: Tab 5 - Recent, Current, and Projected Workloads of the Firms

Question Set 5 Instructions

Please provide any information regarding your firm's recent, current, and projected workloads for the Evaluation Committee to review.

#	Question	Response	Comment
5.0.1	Recent Workload: Describe your recent workload.	-	Recent workload has been increasing every since the end of the pandemic. We have many continuing contracts. With construction and municipal contracts on the rise this trend is expected to continue.
5.0.2	Current Workload: Describe your current workload.	-	Currently workload is nearing capacity.
5.0.3	Projected Workload: Describe your projected workload.	-	Projected workload is expected to increase. The firm is focusing more on continuing services contracts with local governments as opposed to one-off surveying jobs. The continuing services contracts provide a much more predictable and steady workflow which makes scheduling easier.
3 Questions		100.00% Complete	

Question Set 6: Contact Information Form

#	Question	Response	Comment
Company Information			
6.1.1	Company Name	-	Avirom & Associates, Inc.
6.1.2	Company Address	-	The firm's main office is located at 50 S.W. 2nd Avenue, Suite 102, Boca Raton, FL 33432. Avirom & Associates also has branch offices located at 2506 SE Willoughby Blvd. Stuart, FL 34994 and 402 Applerouth Lane, Suite 2E, Key West, FL 33040.
6.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary Contact for the Project			
6.2.1	Contact Name	-	Michael D. Avirom, P.L.S.,
6.2.2	Contact Title	-	President
6.2.3	Contact E-mail Address	-	Email: mike@aviromsurvey.com
6.2.4	Contact Telephone Number	-	Tel: 561-392-2594
Authorized Approver			
6.3.1	Contact Name	-	Same as primary contact
6.3.2	Contact Title	-	Same as primary contact
6.3.3	Contact E-mail Address	-	Same as primary contact
6.3.4	Contact Telephone Number	-	Same as primary contact
Professionally Licensed Engineer for the Project / Single Point of Contact			
6.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	-	N/A
6.4.2	Contact Title	-	N/A
6.4.3	Contact E-mail Address	-	N/A
6.4.4	Contact Telephone Number	-	N/A
15 Questions		100.00% Complete	

Question Set 7: Proposer's Background Information

Question Set 7 Instructions

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

#		Question	Response		Comment
Former Business					
7.1.1	Under what former name has your business operated? Include a description of the business.		-	N/A	
7.1.2	At what address was that business located?		-	N/A	
Past Failure					
7.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?		No		
Inspected					
7.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?		Yes		
Subcontracting					
7.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)		No		
Bankruptcy Petitions					
7.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.		-	N/A	
Bond Claims					
7.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).		-	N/A	
Claims, Arbitrations, Administrative Hearings and Lawsuits					
7.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.		-	N/A	
Criminal Proceedings or Hearings					
7.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.		-	N/A	
Company Classification					
7.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.		Original Provider		
Debarment/Suspension					
7.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.		No		
Similar Experience & Contracts					
7.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.		-	The Avirom team of 35 individuals includes six registered land surveyors and five licensed drone pilots. Avirom & Associates is a qualified and experienced team of professionals who have worked together for decades to deliver Land Surveying services to counties, municipalities and agencies throughout the South Florida region including the cities of Lauderhill, Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, the Towns of Lauderdale-By-The-Sea and Palm Beach, the Village of Islamorada along with Broward College and the Florida Counties of Martin and Monroe. Our firm has also completed numerous surveying and mapping projects in the Bahamas and throughout the Caribbean.	
12 Questions			100.00% Complete		

Question Set 8: Vendor Registration Checklist

Question Set 8 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
8.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
8.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
8.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
8.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
8.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
8.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
8.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
8.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
8.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
8.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal Projects			
8.11.1	Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal? Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying. Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.	Completed Lobbying & Debarment Certifications	
8.11.2	Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal? Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.	Yes	N/A

8.11.3	Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?	No	
13 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Officer

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Michael D. Avirom

Title **President**

Name of Company

Avirom & Associates, Inc.



City of Pembroke Pines

REQUEST FOR QUALIFICATIONS - RFQ # PSPW-23-20

Professional Service Discipline - Land Surveying

CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING

February 20th, 2024



BRANCH OFFICE
402 Appelrouth Lane, Suite 2E
Key West, FL 33040
Phone: (305) 294-7770

CORPORATE OFFICE
50 S.W. 2nd Avenue, Suite 102
Boca Raton, FL 33432
Phone: (561) 392-2594
www.aviromsurvey.com

BRANCH OFFICE
2506 SE Willoughby Blvd.
Stuart, FL 34994
Phone: (772) 781-6266

6

FORMS AND ATTACHMENTS



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping, Pembroke Pines, FL

2. PUBLIC NOTICE DATE

January 23rd, 2024

3. SOLICITATION OR PROJECT NUMBER

RFQ # PSPW-23-20

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

John T. Doogan, Project Surveyor

5. NAME OF FIRM

Avirom & Associates, Inc.

6. TELEPHONE NUMBER

561-392-2594

7. FAX NUMBER

8. E-MAIL ADDRESS

john@aviromsurvey.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Avirom & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveying
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

6

FORMS AND ATTACHMENTS



Michael D. Avirom
Principal - Peer Review

PROJECT MANAGERS

John T. Doogan
Project Surveyor

Marisha Kreitman
Project Surveyor

Michael J. Avirom
Project Surveyor

CAD TECHNICIANS

Satarupa Khamaru
Senior CAD Technician

William Evans
Senior CAD Technician

Mark A. Jahrsdoerfer
CAD Technician

FIELD CREW CHIEFS

Frank Carvalho
CAD Technician
Field Crew Chief

Kevin Ward
Field Crew Chief

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME John T. Doogan	13. ROLE IN THIS CONTRACT Project Surveyor	14. YEARS EXPERIENCE a. TOTAL 47 b. WITH CURRENT FIRM 25	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Associates in Science and Technology Nassau Community College, 1974		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> State of Florida, Professional Surveyor and Mapper, LS # 4409	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> City of Lauderdale, Lauderdale, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared boundary, topographic and route-of-line surveys for projects throughout the City. Provided GPS surveys and prepared sketch and descriptions. Avirom maintains an ongoing contract with the City of Lauderdale for the past ten years. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Tamarac Water Treatment Plant, Tamarac, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Base mapping of all utilities and below ground for engineer's future design Project Survey <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> City of Tamarac Continuing Contract, Tamarac, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE John Doogan has managed the firm's work with the City of Tamarac for more than a decade, selected projects delivered under our continuing contract. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Lynn University, Boca Raton, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared the overall boundary, topographic and tree survey of the site, used as the base map for engineer's and architect's designs, planning and renovations at the campus. Avirom coordinated with the utility locating firms for the underground locations and provided on-site survey support for construction related projects. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Brightline Aventura Train Station, Miami, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared multiple route-of-line surveys for base mapping to be used for engineering design of the Brightline Train Stations. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Marisha Kreitman	Project Surveyor	a. TOTAL 30	b. WITH CURRENT FIRM 30
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Associate of Arts, Palm Beach State College, 2002 Bachelor of Arts, Florida Atlantic University, 2005		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Florida, Professional Surveyor and Mapper, LS #6555	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of Florida Surveying and Mapping Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Town of Palm Beach Undergrounding Project, Palm Beach, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Route of line surveys to facilitate mapping entire town for underground placement of FPL lines, Project Manager		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Boca Raton Hotel & Beach Club, Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Project Manager		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Broward College, Ft. Lauderdale, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Topographic surveys for various buildings/locations of the college; specific purpose survey for 11 Emergency Call Tower Structures; lake cross-sections; maintain the college master plan. Project Surveyor & Senior CAD Technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Village of Palm Springs, Palm Springs, Florida	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Prepare/write legal descriptions for the redistricting of the entire Village of Palm Springs. Project Surveyor & Senior CAD Technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Village of Palm Springs, Palm Springs, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Surveying services through 2.5 square mile area. Established control with GPS; established benchmarks; researched and compiled database of platted subdivision and right-of-ways. Performed numerous boundary surveys. Located above ground and below ground utilities and features for engineering design. Project Manager		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Michael J. Avirom	13. ROLE IN THIS CONTRACT Project Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Associate in Arts, Palm Beach State College, 2006 Bachelor of Arts, Florida Atlantic University, 2011		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> State of Florida Professional Surveyor and Mapper LS #7253	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Town of Palm Beach Undergrounding Project, Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Route of line surveys; sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines. Project Manager / CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Lantana GIS Mapping, Lantana, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Sanitary sewer and drainage as-builts for the Town of Lantana Storm Sewer GIS Development. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> West Palm Beach Okeechobee Landfills, West Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Yearly	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Yearly aerial photography; topographic surveys. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Pier 66 Hotel, Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Specific purpose survey to locate underground utilities. Party Chief / CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Lantana Improvements, Lantana, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic surveys and other surveying services for the Town of Lantana's "No Permit Required" coordination with USACE. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
William Evans	Senior CAD Technician/UAS Remote Pilot	a. TOTAL 33	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Associate of Science, Civil Technology, 1992 Bachelor of Science, Information Technology, 2010		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Maple Run Neighborhood Proposed Improvements, Lauderhill, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections within 2 ponds, and 26 parking lots which totaled 185,250 square feet / Senior CAD Technician <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Broward College/Bank of America, Fort Lauderdale, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ALTA/NSPS survey; underground locates; topographic survey; sketch and descriptions; as-builts; construction services Senior CAD technician <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Skees Road/Okeechobee Landfill, West Palm Beach, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPS positions of monitoring wells and obtaining elevations; as-builts; aerial mapping; specific purpose survey; topographic survey; tree survey / Senior CAD Technician <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Brightline/Virgin Trains Project, Aventura and Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary and route of line surveys for base map for engineering design for Brightline Trains; sketch and descriptions Senior CAD Technician <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Tamarac Water Treatment Plant, Tamarac, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Base mapping of all utilities and below ground for engineer's future design / Senior CAD Technician <input checked="" type="checkbox"/> Check if project performed with current firm		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Satarupa Khamaru	Senior CAD Technician	a. TOTAL 6	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Bachelor in Technology, Computer Science & Engineering, 2009 Master of Science, Geomatics Engineering, 2018		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Town of Palm Beach Undergrounding Project, Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line surveys; sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Boca Raton Hotel & Beach Club, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Mizner Grand, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic survey and tree survey; building scan. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Ballenises Drive, Palm Beach Gardens, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Detailed topographic and tree surveys using 3D laser scanning. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Country Club Village, Jupiter, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line survey. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mark A. Jahrsdoerfer	CAD Technician / Field Crew Chief	a. TOTAL 10	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Geomatics Engineering, 201		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Town of Palm Beach Undergrounding Project, Palm Beach, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Route of line surveys to facilitate mapping entire town for underground placement of FPL lines. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Surfside Undergrounding, Surfside, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Route of line surveys for engineers design purposes. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Boca Raton Hotel & Beach Club, Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Mizner Grand, Boca Raton, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic, Mean High-Water Line survey and floor plan exhibit utilizing 3D laser scanning. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Delray Beach Country Club Golf Course, Delray Beach, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic, route-of-line and tree survey for the design and installation of new reclaim water line and improvements. Party Chief		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME Frank Carvalho	13. ROLE IN THIS CONTRACT CAD Technician / Field Crew Chief UAS Remote Pilot	14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Associates of Arts, Broward College, 2018 Bachelor of Science, Florida Atlantic University, 2022		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Remote (UAS) Pilot Certificate, FAA, 2022	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of Florida Surveying and Mapping Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Town of Palm Beach Undergrounding Project, Palm Beach, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line surveys to facilitate mapping entire town for underground placement of FPL lines, Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Boca Raton Hotel & Beach Club, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Fairway Commons, Boca Raton, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Plat preparation; field stake wells MW-13, MW-14, MW-23, MW-24, MW-25 and MW-29; sketch and descriptions of existing and proposed utility easements; update tree survey; field stake proposed traffic light poles; field locate exposed underground utilities; specific purpose survey of dedicated turn lane; ALTA/ACSM survey; construction related surveying services / ongoing / cost to date: Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Mizner Grand, Boca Raton, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic, Mean High-Water Line survey and floor plan exhibit utilizing 3D laser scanning. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Village of Palm Springs, Palm Springs, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Surveying services through 2.5 square mile area. Established control with GPS; established benchmarks; researched and compiled database of platted subdivision and right-of-ways. Performed numerous boundary surveys. Located above ground and below ground utilities and features for engineering design. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Kevin Ward	13. ROLE IN THIS CONTRACT Field Crew Chief	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 33
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> NW 112th Avenue, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic/Route of Line survey of +/- 6,000 linear feet. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Coral Springs Hills, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic/Route of Line survey at Wiles Road & University Drive; Construction services for Lift Stations. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Tamarac Water Treatment Plant, Tamarac, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Boundary/Topographic survey; base mapping of all utilities above and below ground for engineer's future design. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Coral Springs Lift Stations, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Multiple Lift Stations throughout Coral Springs - Stakeout structures, fences/gates, slabs, and set benchmarks; FEMA elevation certificates; as-built lift stations and all new improvements. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Maple Run Neighborhood Proposed Improvements, Lauderhill, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections with 2 ponds, and 26 parking lots which totaled 185,250 square feet. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Brightline Aventura Substation
Miami, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Brightline Trains Florida, LLC

b. POINT OF CONTACT NAME

Eric Claussen

c. POINT OF CONTACT TELEPHONE NUMBER

305-521-4709

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom has prepared multiple route-of-line surveys for base mapping to be used for engineering design of the Brightline Train Stations, as well as stations for Boca Raton and Ft. Lauderdale.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION (City and State) 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Project Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
2

21. TITLE AND LOCATION (City and State)

City of Delray Beach Continuing Contract
Delray Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER

City of Delray Beach

b. POINT OF CONTACT NAME

Cynthia Fuentes

c. POINT OF CONTACT TELEPHONE NUMBER

561-243-7196

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom & Associates has worked directly with agencies within the City of Delray Beach and with subconsultants to provide various surveying services. As part of Delray Beach Community Redevelopment Agency downtown development, our firm prepared boundary surveys, topographic surveys, plat preparation and processing and sketch and legal descriptions for land acquisitions throughout downtown Delray Beach. Our firm worked with the Delray Beach Engineering Department on numerous projects to provide boundary surveys, topographic surveys, sketch and legal descriptions, topographic/route-of-line surveys and construction services such as layouts and staking. Our firm has had the opportunity to work on one of Delray Beach's pride, its beaches. Avirom prepared a Department of Environmental Protection permit survey and provided miscellaneous surveying services for improving the lifeguard stations within the City of Delray Beach. Some of the sites and projects that Avirom has worked on includes the Bi-Lo Property Development project, Delray Shores Neighborhood Improvements, Delray Swim & Tennis Center, Delray Beach Municipal Golf Course, Plumosa Elementary School, Delray Beach City Complex on Swinton Avenue, Delray Beach Western Community Center, Delray Beach Head Start Facility, Delray Beach City Hall, Fire Station #3, Fire Station #5, Delray Beach Police Station and numerous bus shelters within the City limits. Avirom provides the Delray Beach Master Plan for the beautification of the City's beach access yearly. We are providing a topographic survey utilizing 3-dimensional laser scanning and GPS to provide the approximate 7,200 L.F. corridor along A1A at the City beaches.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION (City and State) 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Land Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

City of Tamarac Continuing Contract
Tamarac, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Tamarac

b. POINT OF CONTACT NAME

John Doherty, Acting Public Serv. Director

c. POINT OF CONTACT TELEPHONE NUMBER

954-597-3705

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

John Doogan has managed the firm's work with the City of Tamarac for more than a decade, selected projects delivered under our continuing contract include:

Tamarac Water Treatment Plant

06/2009 – Current

Project Scope: Topographic surveys; sketch and descriptions; layout and as-builts; and miscellaneous construction services

94th Avenue Median Drainage

12/2021

Woodlands Greens Topographic survey

11/2021

City of Tamarac Comprehensive Signage Program

02/2021 - Current

Neighborhood sign easements, sketch and descriptions for easement locations at:

Azalea Court at Woodmont

Courts at Woodland

Waterford at Woodmont

Bermuda Club

Caporella Park

Banyan Lake

Lime Bay Wall

Vanguard Village

Forsythe Colony

Wedgewood



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Aviom & Associates, Inc.	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveyor
b.		
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

City of Boynton Beach Continuing Contract
Boynton Beach, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Boynton Beach

b. POINT OF CONTACT NAME

Theresa Utterback

c. POINT OF CONTACT TELEPHONE NUMBER

561-600-9094

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Avirom & Associates team has completed numerous assignments through its continuing contract with the City of Boynton Beach including but not limited to:

Boynton Beach CRA - Cottage District Properties 02/2016 – 06/2021
Project Scope: Sketch and descriptions; utility locations; as-builts; boundary survey; topographic survey; obtain elevations; legal descriptions; staking for fence construction

City of Boynton Beach - Dimick & Potter Utility Stormwater and Water Improvements 12/2019
Project Scope: Boundary, topographic and route of line survey

City of Boynton Beach - Seacrest Boulevard 02/2022
Project Scope: Route of line survey

Boynton Beach CRA - Dewey Park 09/2014 – 07/2021
Project Scope: Boundary survey and updated topographic survey

Boynton Beach Memorial Park 07/2022 – 08/2022
Project Scope: Boundary survey

Sara Sims Park 01/2018 – 12/2021
Project Scope: Boundary, topographic & tree survey; construction services; prepare plat

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveyor
b.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
5

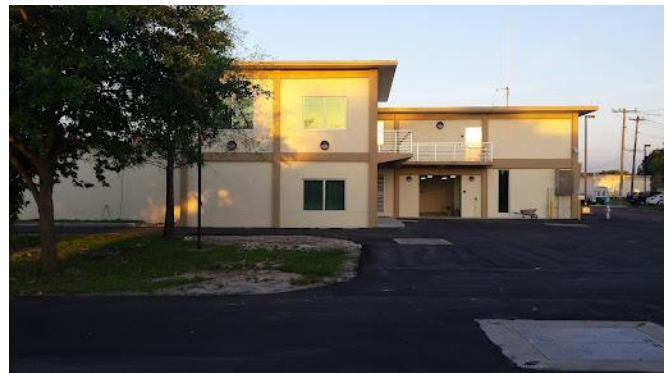
21. TITLE AND LOCATION <i>(City and State)</i> Coral Springs Water Treatment Plant, Coral Springs, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
--	---	-------------------------------------

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Coral Springs	b. POINT OF CONTACT NAME Donald Eckler (Eckler Engineering)	c. POINT OF CONTACT TELEPHONE NUMBER 954-510-4700
---	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Since 1994, Avirom & Associates, Inc. has been the project surveyor for the City owned 10 acre water treatment plant. Our scope of services includes establishing plant grid systems and benchmarks. Our topographic survey is the base map for all design and the plant upgrades for the last 18 years. Additionally, Avirom has provided construction layout and as-built services for contractors.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Land Surveyor
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

Town of Palm Beach Undergrounding of Utilities, Palm Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Kimley-Horn and Associates, Inc.

b. POINT OF CONTACT NAME

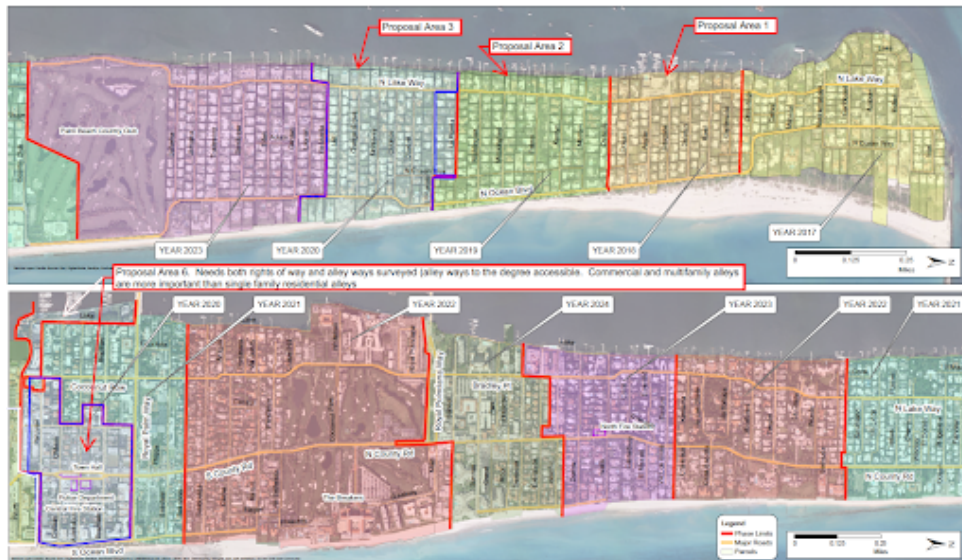
Kevin Schanen

c. POINT OF CONTACT TELEPHONE NUMBER

561-845-0665

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Utilizing 3D Scanning, GPS and conventional surveying, the Avirom team prepared Engineering Design/Topographic surveys for the placement of overhead utilities underground. The Town of Palm Beach is 7.8 square miles so the mapping was divided into 8 phases, some of the phases being divided into north and south zones. In addition to the topographic surveys, the Avirom team is in the process of preparing easements, as-built surveys and performing construction related services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Subcontractor - Surveying and Mapping
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b. Kimley-Horn Inc.	West Palm Beach, FL	Prime Contractor
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
7

21. TITLE AND LOCATION <i>(City and State)</i> Town of Surfside - Undergrounding of Utilities, Surfside, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES ongoing CONSTRUCTION <i>(If applicable)</i>
--	--

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Kimley-Horn and Associates, Inc.	b. POINT OF CONTACT NAME Brett Johnson	c. POINT OF CONTACT TELEPHONE NUMBER 561-845-0665
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Route of line survey and Sketch & Descriptions. Avirom & Associates is currently working with the engineer, Kimley-Horn, as a subcontractor for the Town of Surfside. This is a three-phase project. The Avirom team will be providing the base mapping of all the streets within the Town which involve locating all improvements within the right-of-way and establishing right-of-way/ownership lines. This survey will be used for design by the engineer to implement a plan for undergrounding the Town's overhead utilities. After the design process, Avirom team will be responsible for preparing Sketch & Descriptions for various utility easements and eventually layout the easements for construction.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Boca Raton, FL	(3) ROLE Subcontractor - Surveying and Mapping
b. (1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Contractor
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
8

21. TITLE AND LOCATION *(City and State)*

Las Olas Marina Surveying, Fort Lauderdale, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2021

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Las Olas SMI, LLC

b. POINT OF CONTACT NAME
Eric Metz

c. POINT OF CONTACT TELEPHONE NUMBER
213-814-8829

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design survey, DEP permit, specific purpose and topographic surveys; sketch and descriptions for Submerged Land Leases, Utility Easements and Easement Abandonments. Avirom & Associates, Inc. provided base mapping and other services to support the City of Fort Lauderdale's \$86 million beach redevelopment plan which involves expansion of the Las Olas Marina, constructing parking garages and creating an Intracoastal promenade.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Boca Raton, FL	(3) ROLE Prime Contractor - Surveying and Mapping
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
9

21. TITLE AND LOCATION *(City and State)*

Maple Run Neighborhood Proposed Improvements, Lauderdale, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2023

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Lauderdale

b. POINT OF CONTACT NAME

Eric Metz

c. POINT OF CONTACT TELEPHONE NUMBER

954-730-4204

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections within 2 ponds, and 26 parking lots which totaled 185,250 square feet.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Prime Contractor - Land Surveying
b.		
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
10

21. TITLE AND LOCATION (City and State)

City of Lauderhill Staff Gauges, Lauderhill, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

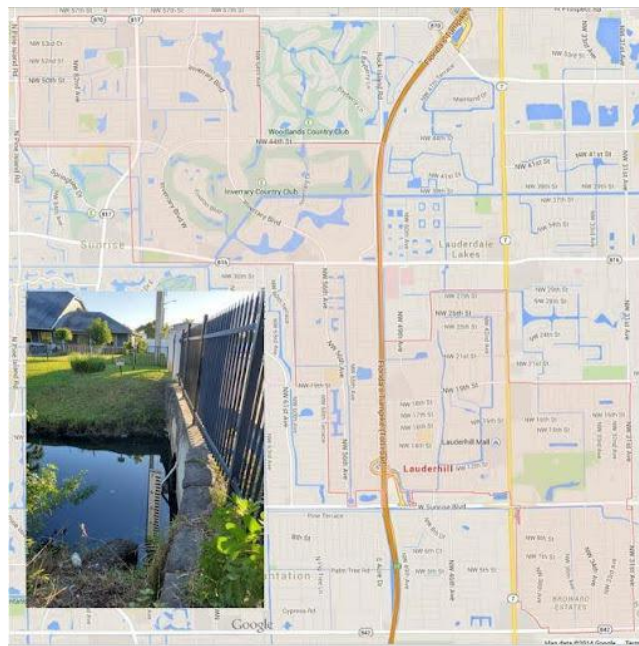
a. PROJECT OWNER
City of Lauderhill

b. POINT OF CONTACT NAME
J. Martin Cala

c. POINT OF CONTACT TELEPHONE NUMBER
954-730-3055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom & Associates, Inc. installed staff gauges at 18 different locations throughout the City of Lauderhill for City Staff to monitor the canal elevations in the City.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Prime Contractor - Land Surveying
b.		
c.		
d.		
e.		
f.		



G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Brightline Aventura Substation	6	Town of Palm Beach Undergrounding of Utilities
2	Delray Beach Continuing Contract	7	Town of Surfside Undergrounding of Utilities
3	City of Tamarac Continuing Contract	8	Las Olas Marina Surveying
4	City of Boynton Beach Continuing Contract	9	Maple Run Neighborhood Proposed Improvements
5	Coral Springs Water Treatment Plant	10	City of Lauderhill Staff Gauges

6

FORMS AND ATTACHMENTS



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Avirom & Associates, Inc. is an experienced Land Surveying firm based in South Florida with over 43 years of experience providing surveying and mapping services to clients throughout Florida and the Caribbean. The firm has been registered as a Florida corporation since 1981 and currently holds a Professional Surveyor and Mapper (PSM) business certificate from the State of Florida. Avirom & Associates currently has 7 licensed land surveyors, 10 fully equipped field crews and 8 in-house CADD technicians on staff. The firm's main office is located at 50 S.W. 2nd Avenue, Suite 102, Boca Raton, FL 33432. Avirom & Associates also has branch offices located at 2506 SE Willoughby Blvd. Stuart, FL 34994 and 402 Applerouth Lane, Suite 2E, Key West, FL 33040.

Avirom & Associates extensive list of clients includes many cities, towns, and villages located throughout South Florida including Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, Lauderdale-By-The-Sea, Palm Beach, and Islamorada. In addition, the firm has completed surveying and mapping projects for Martin and Monroe counties as well numerous projects in the Bahamas and throughout the Caribbean. Avirom & Associates has extensive knowledge and experience in providing the following surveying services:

- Boundary Surveys
- ALTA/NSPS Land Title Surveys
- Topographic Surveys
- Tree Surveys
- Route-of-Line Surveys
- Wetland Location Surveys
- Mean High-Water / Tidal Water Surveys
- Right-of-Way Surveys
- Specific Purpose Surveys
- As-built Surveys
- Construction Surveys / Services
- Hydrographic Surveys Permitting Surveys
- GPS Control Surveys
- Utility Location Surveys
- Legal Descriptions
- FEMA Elevation Certificates
- Coastal Mapping
- Plat Preparation and/or Processing
- Plat Review for Chapter 177
- Restoration of Corners
- Expert Witness Testimony
- 3D Laser Scanning
- Aerial Mapping with UAS

Avirom & Associates uses the National Society of Professional Surveyors Certified Survey Technician (CST) Program to certify and promote technical employees within the firm. The CST Program is a nationally recognized comprehensive program which certifies technicians who have demonstrated their competency to understand and perform the full spectrum of survey tasks, as well as ensuring and perpetuating the ethics of the survey profession.

Here at Avirom & Associates we strive to provide our clients with the very highest quality Surveying and Mapping services. We have one of the most experienced surveying teams in South Florida and offer an extensive list of surveying and mapping services to meet all of our clients' needs. We're excited to present you with this information on our firm and look forward to discussing your surveying and mapping requirements.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

02/15/2024

33. NAME AND TITLE

Michael D. Avirom, P.L.S., President

FORMS AND ATTACHMENTS



ARCHITECT-ENGINEER QUALIFICATIONS						1. SOLICITATION NUMBER (If any)	
PART II - GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.)							
2a. FIRM (or Branch Office) NAME Avirom & Associates, Inc.				3. YEAR ESTABLISHED 1981		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET 50 SW 2nd Avenue, Suite 102				5. OWNERSHIP			
2c. CITY Boca Raton				2d. STATE FL	2e. ZIP CODE 33432		
6a. POINT OF CONTACT NAME AND TITLE Michael D. Avirom, President				a. TYPE Corporation			
6b. TELEPHONE NUMBER 561-392-2594				b. SMALL BUSINESS STATUS NAICS 541370			
				7. NAME OF FIRM (If Block 2a is a Branch Office)			
6c. EMAIL ADDRESS mike@aviromsurvey.com							
8a. FORMER FIRM NAME(S) (If any)				8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)	
		(1) FIRM	(2) BRANCH				
02	Administrative	3	0	A06	Airports; terminals; hangars	1	
08	CAD Technicians	7	2	C10	Comm buildings; shopping centers	3	
38	Land Surveyors	6	0	C12	Communication systems; tv	1	
48	Project Manager	1	1	C16	Construction surveying	5	
N/A	Field Technicians	18	4	E02	Educational facilities; classrooms	3	
				E09	Environmental impact studies	2	
				H01	Harbors; ship terminal facilities	2	
				H07	Highways; streets; parking lots	2	
				H09	Hospitals and medical facilities	2	
				H11	Housing; residential; multi-family	2	
				L02	Land surveying	8	
				O01	Office buildings; individual parks	3	
				P04	Pipelines	2	
				P12	Power generation; trans; dist	5	
				R11	Rivers; canals; waterways	3	
				S10	Surveying; platting; mapping	5	
				R04	Rec facilities; parks; marinas	1	
	Other Employees						
Total		35	7				
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work		1		1. Less than \$100,000		6. \$2 million to less than \$5 million	
b. Non-Federal Work		7		2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million	
c. Total Work		7		3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million	
				4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million	
				5. \$1 million to less than \$2 million		10. \$50 million or greater	
12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.							
a. SIGNATURE 						b. DATE 02/15/2024	
c. NAME AND TITLE Michael D. Avirom, President							



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Avirom & Associates, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>50 SW 2nd Avenue, Suite 102</u>		
	City:	<u>Boca Raton</u>	
	State:	<u>Florida</u>	Zip: <u>33432</u>
	Country:	<u>US</u>	
Remit To Address	<u>Same as above</u>		
	City:		
	State:		Zip:
	Country:		
Order From Address	<u>Save as above</u>		
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	<u>No</u>		
Telephone Number	<u>561-392-2594</u>		
Primary Company E-mail	<u>jennifer@aviromsurvey.com</u>		
Fax	<u>N/A</u>		
Website	<u>www.aviromsurvey.com</u>		
DUNS			
Independent Contractor (Yes/No)	<u>No</u>		
Identification Number	SSN:		FID: <u>59-2101822</u>

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.

CONTACT INFORMATION	
Contact Name (First & Last Name)	<u>Jennifer Simoneaux</u>
Description/Title/Position	<u>Office Manager / Accounts Receivables</u>
Phone (Voice)	<u>561-392-2594</u>
Phone (Text)	<u>N/A</u> Opt In (Y/N): <u>N</u>
Fax	<u>N/A</u>
E-mail	<u>jennifer@aviromsurvey.com</u>

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Avirom & Associates, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 50 SW 2nd Avenue, Suite 102	Requester's name and address (optional)
6 City, state, and ZIP code Boca Raton, FL 33432	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	9	-	2	1	0	1	8	2	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 1, 2024
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Avirom & Associates, Inc</u>		
Doing Business As (DBA)			
Primary Business Address	<u>50 SW 2nd Avenue, Suite 102</u>		
City:	<u>Boca Raton</u>		
State:	<u>Florida</u>	Zip:	<u>33432</u>
Country:	<u>US</u>		

Organization Background	
Please state the year that you company started its business	1981
Please state the year that your company started providing service under your current business name	1981
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
Professional Surveyor & Mapper	LB3300	2/28/2025

Please list any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>We are a land surveying firm that provides land surveying services, including, but not limited to: boundary surveys, topographic/route of line surveys, tree surveys, bathymetric surveys, specific purpose surveys, sketch and legal descriptions, plat services, construction services, aerial mapping, 3D laser scanning, etc.</p>



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Avirom & Associates, Inc.
(name of entity submitting sworn statement) whose business address is
50 SW 2nd Avenue, Suite 102, Boca Raton, FL 33432
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-2101822. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: Michael D. Avirom.)
2. My name is Michael D. Avirom and my
(Please print name of individual signing)
relationship to the entity named above is President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature

Aviom & Associates, Inc.

Company

01/24/2024

Date



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

*City of Pembroke Pines*

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Avirom & Associates, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Michael D. Avirom



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

Michael D. Avirom

Authorized Signer Name

Avirom & Associates, Inc.

Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Michael D. Avirom, on behalf of Avirom & Associates, Inc.,
Print Name and Title Company Name
 certify that Avirom & Associates, Inc.:
Company Name

1. Does not 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 Contractor of the City's determination concerning the false certification. 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 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 if 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 Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either 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 the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Avirom & Associates, Inc.
 Company Name

Michael D. Avirom
 Print Name / Signature

President
 Title

Michael D. Avirom



City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
 - a. **“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. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“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.
 - c. **“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.
2. 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:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the 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.

Avirom & Associates, Inc.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: Michael D. Avirom 



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Avirom & Associates, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Michael D. Avirom 

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

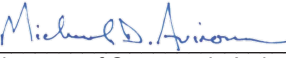
LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Avirom & Associates, Inc.

Contrator / Name of Company

Michael D. Avirom / President

Printed Name and Title of Contractor's Authorized Official

01/24/2024

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Signature of Contractor's Authorized Official

Avirom & Associates, Inc.

Contrator / Name of Company

Michael D. Avirom / President

Printed Name and Title of Contractor's Authorized Official

01/24/2024

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid / offer / application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Avirom & Associates, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Michael D. Avirom

LOCAL BUSINESS TAX
RECEIPT # BTR-00009986

CITY OF BOCA RATON
BUSINESS TAX AUTHORITY

THIS IS NOT A BILL

Any changes in name address, suite, ownership, etc. will require a new application within 15 days to avoid penalty or the license is null and void.

AVIROM & ASSOCIATES, INC.
Michael D Avirom
50 SW 2 AVE 102
BOCA RATON, FL 33432

**BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/24**

Current Year Taxes \$105.00
Total paid: \$105.00

AVIROM & ASSOCIATES, INC.
AVIROM & ASSOCIATES, INC.
50 SW 2 AVE 102
BOCA RATON, FL 33432

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of September to engage in the business, profession or occupation of:

Classification: SURVEYOR & MAPPER OFFICE* EACH
Zoning Restrictions:

Welcome to the City of Boca Raton

We are proud to have your business in our city. Please **VERIFY** all information on your Business Tax Receipt/Certificate of Use and notify us by email at businesslicenses@myboca.us immediately if there are any errors.

All changes require an application with proper fees and documentation within 15 days of the change to avoid a penalty. If you make any changes to the business (examples: change of address within the city, expansion of space, change of ownership, change of business name, change of applicant/qualifier name, change of mailing address, change in nature of business operated, or add a new type of business at the same or at a different location) a new application must be filed within 15 days of the change to keep the account current and avoid paying a penalty. Please make sure the Division of Corporations (sunbiz.org) reflects all changes and submit a copy of your SUNBIZ filing with the application.

POST the top portion of this document at the above-referenced location in a place where it may be seen in public view.

DEACTIVATION: If you cease to operate this business entity, notify our office with proof that the Division of Corporations filing has been inactivated, including both Corporate and Fictitious Name filings. If the business has moved out of the city, notify our office with proof that the principal address has been changed on Division of Corporations. All signage for discontinued business must be removed within 10 days.

A COURTESY EMAIL RENEWAL NOTICE will be sent to the email address on record 30 to 60 days prior to expiration. If you do not receive the renewal notice, you are still required to pay your business tax by September 30th.
Late fees and penalties will not be waived if you do not receive the notice.

RENEWAL of Business Tax may be done on-line through EHUB, in person, by using the drop-box, by mail, or at our physical location 200 NW 2nd Ave Boca Raton. Required regulatory documentation must be submitted if applicable.

FAILURE TO PAY your Business Tax before the close of business on September 30th will cause penalties to be applied towards your business tax renewal as indicated below:

Please call us at 561-393-7937 if you have any questions relating to your business needs.

PAYMENT AND PENALTY SCHEDULE

DATE PENALTY						
EFFECTIVE:	SEPT 30	OCT 1	NOV 1	DEC 1	JAN 1	MAR 1
PENALTY:	0%	10%	15%	20%	25%	25% + \$250.00

State of Florida

Department of State

I certify from the records of this office that AVIROM & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1981.

The document number of this corporation is 693023.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2024*




Secretary of State

Tracking Number: 4825143597CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 12, 2023

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3300

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3300**

Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

6

FORMS AND ATTACHMENTS



State of Florida Department of State

I certify from the records of this office that AVIROM & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1981.

The document number of this corporation is 693023.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2024*



[Signature]
Secretary of State

Tracking Number: 4825143597CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS4409**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JOHN TREIBER DOOGAN
8571 DYNASTY DR
BOCA RATON, FL 33433-6823

[Signature]
WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS7253**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MICHAEL J AVIROM
493 NW 6TH ST
BOCA RATON, FL 33432-3617

[Signature]
WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6555**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MARISHA M KREITMAN
50 SW 2ND AVE STE 102
BOCA RATON, FL 33432-4749

[Signature]
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB3300**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

[Signature]
WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



City of Pembroke Pines

REQUEST FOR QUALIFICATIONS - RFQ # PSPW-23-20

Professional Service Discipline - Land Surveying

CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING

February 20th, 2024



BRANCH OFFICE
402 Appelrouth Lane, Suite 2E
Key West, FL 33040
Phone: (305) 294-7770

CORPORATE OFFICE
50 S.W. 2nd Avenue, Suite 102
Boca Raton, FL 33432
Phone: (561) 392-2594
www.aviromsurvey.com

BRANCH OFFICE
2506 SE Willoughby Blvd.
Stuart, FL 34994
Phone: (772) 781-6266

6

FORMS AND ATTACHMENTS



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping, Pembroke Pines, FL

2. PUBLIC NOTICE DATE

January 23rd, 2024

3. SOLICITATION OR PROJECT NUMBER

RFQ # PSPW-23-20

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

John T. Doogan, Project Surveyor

5. NAME OF FIRM

Avirom & Associates, Inc.

6. TELEPHONE NUMBER

561-392-2594

7. FAX NUMBER

8. E-MAIL ADDRESS

john@aviomsurvey.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Avirom & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveying
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

6

FORMS AND ATTACHMENTS



Michael D. Avirom
Principal - Peer Review

PROJECT MANAGERS

John T. Doogan
Project Surveyor

Marisha Kreitman
Project Surveyor

Michael J. Avirom
Project Surveyor

CAD TECHNICIANS

Satarupa Khamaru
Senior CAD Technician

William Evans
Senior CAD Technician

Mark A. Jahrsdoerfer
CAD Technician

FIELD CREW CHIEFS

Frank Carvalho
CAD Technician
Field Crew Chief

Kevin Ward
Field Crew Chief

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME John T. Doogan	13. ROLE IN THIS CONTRACT Project Surveyor	14. YEARS EXPERIENCE a. TOTAL 47 b. WITH CURRENT FIRM 25	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Associates in Science and Technology Nassau Community College, 1974		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> State of Florida, Professional Surveyor and Mapper, LS # 4409	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> City of Lauderhill, Lauderhill, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared boundary, topographic and route-of-line surveys for projects throughout the City. Provided GPS surveys and prepared sketch and descriptions. Avirom maintains an ongoing contract with the City of Lauderhill for the past ten years. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Tamarac Water Treatment Plant, Tamarac, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Base mapping of all utilities and below ground for engineer's future design Project Survey <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> City of Tamarac Continuing Contract, Tamarac, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE John Doogan has managed the firm's work with the City of Tamarac for more than a decade, selected projects delivered under our continuing contract. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Lynn University, Boca Raton, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared the overall boundary, topographic and tree survey of the site, used as the base map for engineer's and architect's designs, planning and renovations at the campus. Avirom coordinated with the utility locating firms for the underground locations and provided on-site survey support for construction related projects. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Brightline Aventura Train Station, Miami, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES On-going CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared multiple route-of-line surveys for base mapping to be used for engineering design of the Brightline Train Stations. Project Surveyor <input checked="" type="checkbox"/> Check if project performed with current firm		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Marisha Kreitman	Project Surveyor	a. TOTAL 30	b. WITH CURRENT FIRM 30
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Associate of Arts, Palm Beach State College, 2002 Bachelor of Arts, Florida Atlantic University, 2005		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> State of Florida, Professional Surveyor and Mapper, LS #6555	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Member of Florida Surveying and Mapping Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Town of Palm Beach Undergrounding Project, Palm Beach, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Route of line surveys to facilitate mapping entire town for underground placement of FPL lines, Project Manager		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Boca Raton Hotel & Beach Club, Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Project Manager		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Broward College, Ft. Lauderdale, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic surveys for various buildings/locations of the college; specific purpose survey for 11 Emergency Call Tower Structures; lake cross-sections; maintain the college master plan. Project Surveyor & Senior CAD Technician		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Village of Palm Springs, Palm Springs, Florida	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepare/write legal descriptions for the redistricting of the entire Village of Palm Springs. Project Surveyor & Senior CAD Technician		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Village of Palm Springs, Palm Springs, Florida	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Surveying services through 2.5 square mile area. Established control with GPS; established benchmarks; researched and compiled database of platted subdivision and right-of-ways. Performed numerous boundary surveys. Located above ground and below ground utilities and features for engineering design. Project Manager		
<input checked="" type="checkbox"/> Check if project performed with current firm		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Michael J. Avirom	13. ROLE IN THIS CONTRACT Project Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Associate in Arts, Palm Beach State College, 2006 Bachelor of Arts, Florida Atlantic University, 2011		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> State of Florida Professional Surveyor and Mapper LS #7253	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Town of Palm Beach Undergrounding Project, Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Route of line surveys; sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines. Project Manager / CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Lantana GIS Mapping, Lantana, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Sanitary sewer and drainage as-builts for the Town of Lantana Storm Sewer GIS Development. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> West Palm Beach Okeechobee Landfills, West Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Yearly	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Yearly aerial photography; topographic surveys. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Pier 66 Hotel, Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Specific purpose survey to locate underground utilities. Party Chief / CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Lantana Improvements, Lantana, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic surveys and other surveying services for the Town of Lantana's "No Permit Required" coordination with USACE. Project Surveyor	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
William Evans	Senior CAD Technician/UAS Remote Pilot	a. TOTAL 33	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Associate of Science, Civil Technology, 1992 Bachelor of Science, Information Technology, 2010		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Maple Run Neighborhood Proposed Improvements, Lauderhill, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections within 2 ponds, and 26 parking lots which totaled 185,250 square feet / Senior CAD Technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Broward College/Bank of America, Fort Lauderdale, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ALTA/NSPS survey; underground locates; topographic survey; sketch and descriptions; as-builts; construction services Senior CAD technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Skees Road/Okeechobee Landfill, West Palm Beach, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPS positions of monitoring wells and obtaining elevations; as-builts; aerial mapping; specific purpose survey; topographic survey; tree survey / Senior CAD Technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Brightline/Virgin Trains Project, Aventura and Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary and route of line surveys for base map for engineering design for Brightline Trains; sketch and descriptions Senior CAD Technician		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Tamarac Water Treatment Plant, Tamarac, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Base mapping of all utilities and below ground for engineer's future design / Senior CAD Technician		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Satarupa Khamaru	Senior CAD Technician	a. TOTAL 6	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Bachelor in Technology, Computer Science & Engineering, 2009 Master of Science, Geomatics Engineering, 2018		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Town of Palm Beach Undergrounding Project, Palm Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line surveys; sketch and descriptions for utility easements; construction services to facilitate mapping entire town for underground placement of FPL lines. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Boca Raton Hotel & Beach Club, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Mizner Grand, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic survey and tree survey; building scan. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Ballenises Drive, Palm Beach Gardens, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Detailed topographic and tree surveys using 3D laser scanning. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Country Club Village, Jupiter, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line survey. Senior CAD Technician	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mark A. Jahrsdoerfer	CAD Technician / Field Crew Chief	a. TOTAL 10	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Geomatics Engineering, 201		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Town of Palm Beach Undergrounding Project, Palm Beach, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Route of line surveys to facilitate mapping entire town for underground placement of FPL lines. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Surfside Undergrounding, Surfside, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Route of line surveys for engineers design purposes. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Boca Raton Hotel & Beach Club, Boca Raton, FL	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Mizner Grand, Boca Raton, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic, Mean High-Water Line survey and floor plan exhibit utilizing 3D laser scanning. Party Chief		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Delray Beach Country Club Golf Course, Delray Beach, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Boundary, topographic, route-of-line and tree survey for the design and installation of new reclaim water line and improvements. Party Chief		

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME Frank Carvalho	13. ROLE IN THIS CONTRACT CAD Technician / Field Crew Chief UAS Remote Pilot	14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION (City and State) Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION (Degree and Specialization) Associates of Arts, Broward College, 2018 Bachelor of Science, Florida Atlantic University, 2022		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Remote (UAS) Pilot Certificate, FAA, 2022	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of Florida Surveying and Mapping Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Town of Palm Beach Undergrounding Project, Palm Beach, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Route of line surveys to facilitate mapping entire town for underground placement of FPL lines, Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Boca Raton Hotel & Beach Club, Boca Raton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic and Mean High-Water Line survey; ALTA/NSPS Land Title Survey; FEMA elevation certificate; underground utilities mapping; specific purpose survey with X and Y coordinates and submerged land lease field survey. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Fairway Commons, Boca Raton, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Plat preparation; field stake wells MW-13, MW-14, MW-23, MW-24, MW-25 and MW-29; sketch and descriptions of existing and proposed utility easements; update tree survey; field stake proposed traffic light poles; field locate exposed underground utilities; specific purpose survey of dedicated turn lane; ALTA/ACSM survey; construction related surveying services / ongoing / cost to date: Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Mizner Grand, Boca Raton, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Boundary, topographic, Mean High-Water Line survey and floor plan exhibit utilizing 3D laser scanning. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Village of Palm Springs, Palm Springs, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Surveying services through 2.5 square mile area. Established control with GPS; established benchmarks; researched and compiled database of platted subdivision and right-of-ways. Performed numerous boundary surveys. Located above ground and below ground utilities and features for engineering design. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Kevin Ward	13. ROLE IN THIS CONTRACT Field Crew Chief	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 33
15. FIRM NAME AND LOCATION <i>(City and State)</i> Avirom & Associates, Inc., Boca Raton, FL			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> NW 112th Avenue, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic/Route of Line survey of +/- 6,000 linear feet. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Coral Springs Hills, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Topographic/Route of Line survey at Wiles Road & University Drive; Construction services for Lift Stations. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Tamarac Water Treatment Plant, Tamarac, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Boundary/Topographic survey; base mapping of all utilities above and below ground for engineer's future design. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Coral Springs Lift Stations, Coral Springs, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Multiple Lift Stations throughout Coral Springs - Stakeout structures, fences/gates, slabs, and set benchmarks; FEMA elevation certificates; as-built lift stations and all new improvements. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Maple Run Neighborhood Proposed Improvements, Lauderhill, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-going	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections with 2 ponds, and 26 parking lots which totaled 185,250 square feet. Party Chief	<input checked="" type="checkbox"/> Check if project performed with current firm	

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION *(City and State)*

Brightline Aventura Substation
Miami, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-going

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Brightline Trains Florida, LLC

b. POINT OF CONTACT NAME

Eric Claussen

c. POINT OF CONTACT TELEPHONE NUMBER

305-521-4709

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Avirom has prepared multiple route-of-line surveys for base mapping to be used for engineering design of the Brightline Train Stations, as well as stations for Boca Raton and Ft. Lauderdale.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Project Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
2

21. TITLE AND LOCATION (City and State)

City of Delray Beach Continuing Contract
Delray Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER

City of Delray Beach

b. POINT OF CONTACT NAME

Cynthia Fuentes

c. POINT OF CONTACT TELEPHONE NUMBER

561-243-7196

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom & Associates has worked directly with agencies within the City of Delray Beach and with subconsultants to provide various surveying services. As part of Delray Beach Community Redevelopment Agency downtown development, our firm prepared boundary surveys, topographic surveys, plat preparation and processing and sketch and legal descriptions for land acquisitions throughout downtown Delray Beach. Our firm worked with the Delray Beach Engineering Department on numerous projects to provide boundary surveys, topographic surveys, sketch and legal descriptions, topographic/route-of-line surveys and construction services such as layouts and staking. Our firm has had the opportunity to work on one of Delray Beach's pride, its beaches. Avirom prepared a Department of Environmental Protection permit survey and provided miscellaneous surveying services for improving the lifeguard stations within the City of Delray Beach. Some of the sites and projects that Avirom has worked on includes the Bi-Lo Property Development project, Delray Shores Neighborhood Improvements, Delray Swim & Tennis Center, Delray Beach Municipal Golf Course, Plumosa Elementary School, Delray Beach City Complex on Swinton Avenue, Delray Beach Western Community Center, Delray Beach Head Start Facility, Delray Beach City Hall, Fire Station #3, Fire Station #5, Delray Beach Police Station and numerous bus shelters within the City limits. Avirom provides the Delray Beach Master Plan for the beautification of the City's beach access yearly. We are providing a topographic survey utilizing 3-dimensional laser scanning and GPS to provide the approximate 7,200 L.F. corridor along A1A at the City beaches.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION (City and State) 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Land Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

City of Tamarac Continuing Contract
Tamarac, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Tamarac

b. POINT OF CONTACT NAME

John Doherty, Acting Public Serv. Director

c. POINT OF CONTACT TELEPHONE NUMBER

954-597-3705

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

John Doogan has managed the firm's work with the City of Tamarac for more than a decade, selected projects delivered under our continuing contract include:

Tamarac Water Treatment Plant

06/2009 – Current

Project Scope: Topographic surveys; sketch and descriptions; layout and as-builts; and miscellaneous construction services

94th Avenue Median Drainage

12/2021

Woodlands Greens Topographic survey

11/2021

City of Tamarac Comprehensive Signage Program

02/2021 - Current

Neighborhood sign easements, sketch and descriptions for easement locations at:

Azalea Court at Woodmont

Courts at Woodland

Waterford at Woodmont

Bermuda Club

Caporella Park

Banyan Lake

Lime Bay Wall

Vanguard Village

Forsythe Colony

Wedgewood



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Aviom & Associates, Inc.	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveyor
b.		
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

City of Boynton Beach Continuing Contract
Boynton Beach, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Boynton Beach

b. POINT OF CONTACT NAME

Theresa Utterback

c. POINT OF CONTACT TELEPHONE NUMBER

561-600-9094

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Avirom & Associates team has completed numerous assignments through its continuing contract with the City of Boynton Beach including but not limited to:

Boynton Beach CRA - Cottage District Properties 02/2016 – 06/2021
Project Scope: Sketch and descriptions; utility locations; as-builts; boundary survey; topographic survey; obtain elevations; legal descriptions; staking for fence construction

City of Boynton Beach - Dimick & Potter Utility Stormwater and Water Improvements 12/2019
Project Scope: Boundary, topographic and route of line survey

City of Boynton Beach - Seacrest Boulevard 02/2022
Project Scope: Route of line survey

Boynton Beach CRA - Dewey Park 09/2014 – 07/2021
Project Scope: Boundary survey and updated topographic survey

Boynton Beach Memorial Park 07/2022 – 08/2022
Project Scope: Boundary survey

Sara Sims Park 01/2018 – 12/2021
Project Scope: Boundary, topographic & tree survey; construction services; prepare plat

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	Land Surveyor
b.		
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
5

21. TITLE AND LOCATION (City and State)

Coral Springs Water Treatment Plant, Coral Springs, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
On-going

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Coral Springs

b. POINT OF CONTACT NAME

Donald Eckler (Eckler Engineering)

c. POINT OF CONTACT TELEPHONE NUMBER

954-510-4700

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Since 1994, Avirom & Associates, Inc. has been the project surveyor for the City owned 10 acre water treatment plant. Our scope of services includes establishing plant grid systems and benchmarks. Our topographic survey is the base map for all design and the plant upgrades for the last 18 years. Additionally, Avirom has provided construction layout and as-built services for contractors.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION (City and State) 50 SW 2nd Avenue, Suite 102 Boca Raton, FL 33432	(3) ROLE Land Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

Town of Palm Beach Undergrounding of Utilities, Palm Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Kimley-Horn and Associates, Inc.

b. POINT OF CONTACT NAME

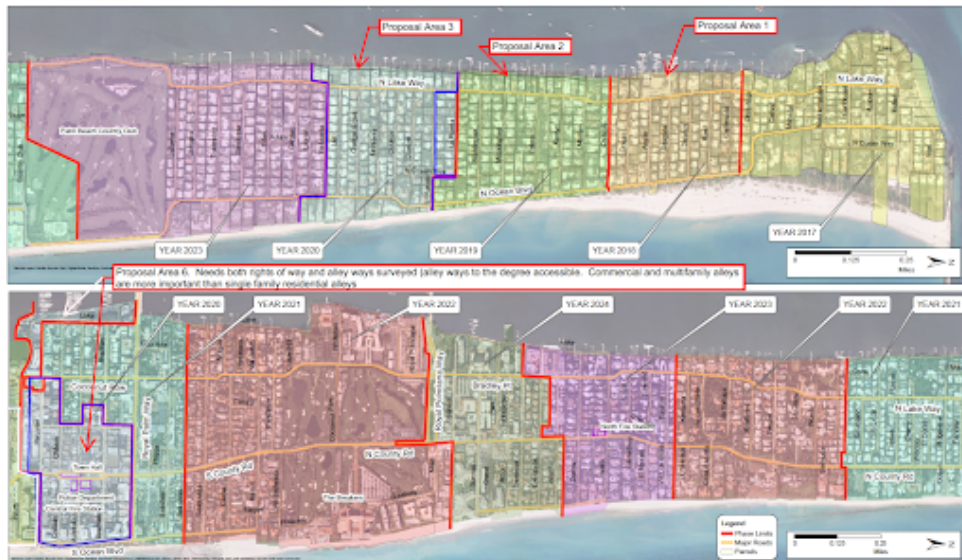
Kevin Schanen

c. POINT OF CONTACT TELEPHONE NUMBER

561-845-0665

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Utilizing 3D Scanning, GPS and conventional surveying, the Avirom team prepared Engineering Design/Topographic surveys for the placement of overhead utilities underground. The Town of Palm Beach is 7.8 square miles so the mapping was divided into 8 phases, some of the phases being divided into north and south zones. In addition to the topographic surveys, the Avirom team is in the process of preparing easements, as-built surveys and performing construction related services.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Subcontractor - Surveying and Mapping
b. Kimley-Horn Inc.	West Palm Beach, FL	Prime Contractor
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
7

21. TITLE AND LOCATION <i>(City and State)</i> Town of Surfside - Undergrounding of Utilities, Surfside, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES ongoing CONSTRUCTION <i>(If applicable)</i>
--	--

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Kimley-Horn and Associates, Inc.	b. POINT OF CONTACT NAME Brett Johnson	c. POINT OF CONTACT TELEPHONE NUMBER 561-845-0665
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Route of line survey and Sketch & Descriptions. Avirom & Associates is currently working with the engineer, Kimley-Horn, as a subcontractor for the Town of Surfside. This is a three-phase project. The Avirom team will be providing the base mapping of all the streets within the Town which involve locating all improvements within the right-of-way and establishing right-of-way/ownership lines. This survey will be used for design by the engineer to implement a plan for undergrounding the Town's overhead utilities. After the design process, Avirom team will be responsible for preparing Sketch & Descriptions for various utility easements and eventually layout the easements for construction.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Boca Raton, FL	(3) ROLE Subcontractor - Surveying and Mapping
b. (1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> West Palm Beach, FL	(3) ROLE Prime Contractor
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
8

21. TITLE AND LOCATION *(City and State)*

Las Olas Marina Surveying, Fort Lauderdale, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2021

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Las Olas SMI, LLC

b. POINT OF CONTACT NAME
Eric Metz

c. POINT OF CONTACT TELEPHONE NUMBER
213-814-8829

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design survey, DEP permit, specific purpose and topographic surveys; sketch and descriptions for Submerged Land Leases, Utility Easements and Easement Abandonments. Avirom & Associates, Inc. provided base mapping and other services to support the City of Fort Lauderdale's \$86 million beach redevelopment plan which involves expansion of the Las Olas Marina, constructing parking garages and creating an Intracoastal promenade.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Avirom & Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Boca Raton, FL	(3) ROLE Prime Contractor - Surveying and Mapping
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
9

21. TITLE AND LOCATION (City and State)

Maple Run Neighborhood Proposed Improvements, Lauderhill, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2023

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Lauderhill

b. POINT OF CONTACT NAME

Eric Metz

c. POINT OF CONTACT TELEPHONE NUMBER

954-730-4204

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom & Associates, Inc. prepared a Topographic Survey (35 acres) for the base map for Engineering Design for the Stormwater Master Plan. This project consisted of 3,750 linear feet of roadway, +/- 18 cross sections within 2 ponds, and 26 parking lots which totaled 185,250 square feet.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Prime Contractor - Land Surveying
b.		
c.		
d.		
e.		
f.		

6

FORMS AND ATTACHMENTS


F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
10

21. TITLE AND LOCATION (City and State)

City of Lauderhill Staff Gauges, Lauderhill, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

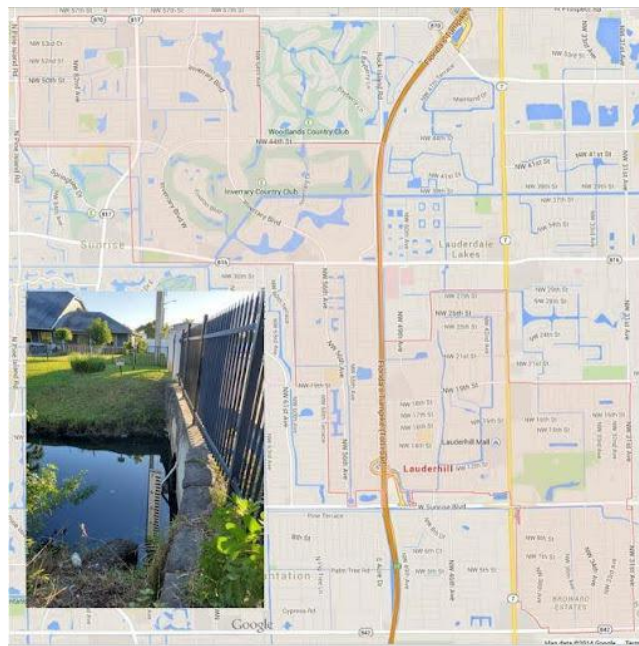
a. PROJECT OWNER
City of Lauderhill

b. POINT OF CONTACT NAME
J. Martin Cala

c. POINT OF CONTACT TELEPHONE NUMBER
954-730-3055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Avirom & Associates, Inc. installed staff gauges at 18 different locations throughout the City of Lauderhill for City Staff to monitor the canal elevations in the City.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Avirom & Associates, Inc.	Boca Raton, FL	Prime Contractor - Land Surveying
b.		
c.		
d.		
e.		
f.		



G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Brightline Aventura Substation	6	Town of Palm Beach Undergrounding of Utilities
2	Delray Beach Continuing Contract	7	Town of Surfside Undergrounding of Utilities
3	City of Tamarac Continuing Contract	8	Las Olas Marina Surveying
4	City of Boynton Beach Continuing Contract	9	Maple Run Neighborhood Proposed Improvements
5	Coral Springs Water Treatment Plant	10	City of Lauderhill Staff Gauges

6

FORMS AND ATTACHMENTS



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Avirom & Associates, Inc. is an experienced Land Surveying firm based in South Florida with over 43 years of experience providing surveying and mapping services to clients throughout Florida and the Caribbean. The firm has been registered as a Florida corporation since 1981 and currently holds a Professional Surveyor and Mapper (PSM) business certificate from the State of Florida. Avirom & Associates currently has 7 licensed land surveyors, 10 fully equipped field crews and 8 in-house CADD technicians on staff. The firm's main office is located at 50 S.W. 2nd Avenue, Suite 102, Boca Raton, FL 33432. Avirom & Associates also has branch offices located at 2506 SE Willoughby Blvd. Stuart, FL 34994 and 402 Applerouth Lane, Suite 2E, Key West, FL 33040.

Avirom & Associates extensive list of clients includes many cities, towns, and villages located throughout South Florida including Tamarac, Coral Springs, Marathon, Delray Beach, West Palm Beach, Boynton Beach, Key West, Lauderdale-By-The-Sea, Palm Beach, and Islamorada. In addition, the firm has completed surveying and mapping projects for Martin and Monroe counties as well numerous projects in the Bahamas and throughout the Caribbean. Avirom & Associates has extensive knowledge and experience in providing the following surveying services:

- Boundary Surveys
- ALTA/NSPS Land Title Surveys
- Topographic Surveys
- Tree Surveys
- Route-of-Line Surveys
- Wetland Location Surveys
- Mean High-Water / Tidal Water Surveys
- Right-of-Way Surveys
- Specific Purpose Surveys
- As-built Surveys
- Construction Surveys / Services
- Hydrographic Surveys Permitting Surveys
- GPS Control Surveys
- Utility Location Surveys
- Legal Descriptions
- FEMA Elevation Certificates
- Coastal Mapping
- Plat Preparation and/or Processing
- Plat Review for Chapter 177
- Restoration of Corners
- Expert Witness Testimony
- 3D Laser Scanning
- Aerial Mapping with UAS

Avirom & Associates uses the National Society of Professional Surveyors Certified Survey Technician (CST) Program to certify and promote technical employees within the firm. The CST Program is a nationally recognized comprehensive program which certifies technicians who have demonstrated their competency to understand and perform the full spectrum of survey tasks, as well as ensuring and perpetuating the ethics of the survey profession.

Here at Avirom & Associates we strive to provide our clients with the very highest quality Surveying and Mapping services. We have one of the most experienced surveying teams in South Florida and offer an extensive list of surveying and mapping services to meet all of our clients' needs. We're excited to present you with this information on our firm and look forward to discussing your surveying and mapping requirements.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE


02/15/2024

33. NAME AND TITLE

Michael D. Avirom, P.L.S., President

FORMS AND ATTACHMENTS



ARCHITECT-ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (If any)	
PART II - GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (or Branch Office) NAME Avirom & Associates, Inc.				3. YEAR ESTABLISHED 1981		4. UNIQUE ENTITY IDENTIFIER
2b. STREET 50 SW 2nd Avenue, Suite 102				5. OWNERSHIP		
2c. CITY Boca Raton				2d. STATE FL	2e. ZIP CODE 33432	
6a. POINT OF CONTACT NAME AND TITLE Michael D. Avirom, President				a. TYPE Corporation		
6b. TELEPHONE NUMBER 561-392-2594			6c. EMAIL ADDRESS mike@aviromsurvey.com			
				b. SMALL BUSINESS STATUS NAICS 541370		
				7. NAME OF FIRM (If Block 2a is a Branch Office)		
8a. FORMER FIRM NAME(S) (If any)				8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	3	0	A06	Airports; terminals; hangars	1
08	CAD Technicians	7	2	C10	Comm buildings; shopping centers	3
38	Land Surveyors	6	0	C12	Communication systems; tv	1
48	Project Manager	1	1	C16	Construction surveying	5
N/A	Field Technicians	18	4	E02	Educational facilities; classrooms	3
				E09	Environmental impact studies	2
				H01	Harbors; ship terminal facilities	2
				H07	Highways; streets; parking lots	2
				H09	Hospitals and medical facilities	2
				H11	Housing; residential; multi-family	2
				L02	Land surveying	8
				O01	Office buildings; individual parks	3
				P04	Pipelines	2
				P12	Power generation; trans; dist	5
				R11	Rivers; canals; waterways	3
				S10	Surveying; platting; mapping	5
				R04	Rec facilities; parks; marinas	1
	Other Employees					
Total		35	7			
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million		
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million		
c. Total Work	7	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million		10. \$50 million or greater		
12. AUTHORIZED REPRESENTATIVE <i>The foregoing is a statement of facts.</i>						
a. SIGNATURE 					b. DATE 02/15/2024	
c. NAME AND TITLE Michael D. Avirom, President						

RFQ # PSPW-23-20 - CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

Awarded Discipline(s)
E - Land Surveying

City of Pembroke Pines Standard Rates Effective January 1, 2026			
Labor Category	Description	UOM	Rates
Principal Surveyor for Discipline(s) E: <i>E - Land Surveying Services</i>	Corporate Officer, Department Head or Practice Manager with PSM License	Hour	\$ 300.00
Administrative	Clerical Assistance	Hour	\$ 75.00
Surveyor III	15+ years experience as a Licensed PSM	Hour	\$ 200.00
Surveyor II	8-14 years experience as a Licensed PSM	Hour	\$ 170.00
Surveyor I	4-8 years experience as a Licensed PSM	Hour	\$ 150.00
Surveyor in Training	Graduate Surveyor with Fundamentals of Surveying (FS) Certificate	Hour	\$ 100.00
Survey CADD III	Survey CADD Technician with 10+ Years Experience	Hour	\$ 125.00
Survey CADD II	Survey CADD Technician with 5-9 Years Experience	Hour	\$ 115.00
Survey CADD I	Survey CADD Technician with 0-4 Years Experience	Hour	\$ 100.00
Survey Crew - 3 Man	Three-person traditional and/or GPS survey crew with vehicle and equipment costs included.	Hour	\$ 240.00
Survey Crew - 2 Man	Two-person traditional and/or GPS survey crew with vehicle and equipment costs included.	Hour	\$ 165.00
Survey Crew with Laser Scan	Lazer Scanner survey crew; manpower as required.	Hour	\$ 300.00
Sub-Surface Utility Locations	Below ground utility excavation and location information	Day	\$ 1,700.00

Notes:

Reimbursable Expenses - Please see Section 3.16 regarding Reimbursable Expenses.

Sub-Consultant Rates - Sub-Consultant labor rates are not established by this rate sheet. All Sub-Consultant rates shall be submitted with each Work Order for the CITY's review and written approval prior to issuance and acceptance of the applicable Work Order.

Additional Positions or Services: Positions or services within the disciplines awarded under this Agreement that are not specifically listed in this rate sheet may be proposed on a Work Order-specific basis and shall be subject to the CITY's review and written approval prior to issuance and acceptance of the applicable Work Order.