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

THIS AGREEMENT ("Agreement"), dated January 29, 2026, 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

MILLER, LEGG & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13680 NW 5th Street, Suite 200, Sunrise, FL, 33325** (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

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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.

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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.

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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.

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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

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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,

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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 and Landscape Architecture 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.

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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

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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,

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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,

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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.

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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,

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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

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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

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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

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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 6.4.1.1. and 6.4.1.2 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.

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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

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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.

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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,

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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

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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

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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

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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

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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.

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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

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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

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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.

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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

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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

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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 Statues, 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

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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

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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

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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

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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,

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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).

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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.

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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

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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.

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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

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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

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CONSULTANT **Michael Kroll, CEO**
Miller, Legg & Associates, Inc.
13680 NW 5th Street, Suite 200
Sunrise, FL 33325
E-mail: MKroll@MillerLegg.com
Telephone No: (954) 436-7000

Copy To: **Leslie Hernandez, CFO**
13680 NW 5th Street, Suite 200
Sunrise, FL 33325
E-mail: lhernandez@MillerLegg.com
Telephone No: (954) 628-3642

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.

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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 287.1 33(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

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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 proving 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.

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(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

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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:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY
January 27, 2026

BY: DocuSigned by:
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO
January 27, 2026

ATTEST:

DocuSigned by:
Gabriel Fernandez
C73394489E8E401...
GABRIEL FERNANDEZ, CITY CLERK
January 29, 2026

BY: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER
January 27, 2026

Signed by:

CONSULTANT:

MILLER, LEGG & ASSOCIATES, INC.

Signed By: DocuSigned by:
Michael Kroll
A5BA2E65358C4E1...

Printed Name: Michael Kroll

Title: President/CEO
January 13, 2026

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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 13, 2026

ENTITY: **MILLER, LEGG & ASSOCIATES, INC.**

SIGNED BY: DocuSigned by: Michael Kroll A5BA2E65358C4E1...

NAME: Michael Kroll

TITLE: President/CEO

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Exhibit "A"

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

Request for Qualifications # PSPW-23-20

General Information		
Project Cost Estimate	This solicitation is for the award of a continuing contract. Not all of the specific projects requiring professional services under the agreement have been identified as of yet.	See Section 1.4
Project Timeline	This contract shall be for an initial five-year period.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Non-Mandatory Pre-Bid Meeting	January 31, 2024, at 10 a.m. in the Public Services Building Large Conference Room, located at 8300 S Palm Drive, Pembroke Pines, FL 33025	See Section 1.8
Question Due Date	February 5, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on February 20, 2024	See Section 1.8
5% Proposal Security / Bid Bond	✓ Not required. ☐ Required, regardless of proposal cost. ☐ Required in the event that the proposal exceeds $200,000.	Not Applicable
100% Payment and Performance Bonds	✓ Not required. ☐ Required, regardless of proposal cost. ☐ Required in the event that the proposal exceeds $200,000.	Not Applicable
Grant or Federal Funding Information	The City may utilize the awarded contractor for projects utilizing Federal Funding, on a case by case basis.	See Section 1.2

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Standard Form 330

Attachment D: Specimen Contract – **Professional Continuing Contract – CCNA / Federal**

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

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

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the https://ppines.bonfirehub.com/ website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the https://ppines.bonfirehub.com/ website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at https://ppines.bonfirehub.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, February 20, 2024. Proposals must be **submitted electronically at https://ppines.bonfirehub.com/**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: https://ppines.webex.com/meet/purchasing
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from https://www.webex.com/downloads.html/

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking qualification statements from qualified firms, hereinafter referred to as Consultant(s), in order to enter into Continuing Contract(s) for various Professional Service disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

Services may include, however are not limited to, specifications, designs/plans, design criteria packages, etc.

Professional Service disciplines include:

- **General Civil and Environmental Engineering Services,**
- **MEP Engineering Services,**
- **Geotechnical Services,**
- **Structural Engineering Services,**

- **Land Surveying Services,**
- **General Architectural Services,**
- **Landscape Architecture Services,**
- **Hydro-Geological Services,**
- **FDOT Roadway Engineering Services**

The City intends to enter into a Professional Services Continuing Contract, as defined by Florida Statute 287.055(2)(g), for **each** Professional Services discipline outlined above, that can be used on an as-needed basis. 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 for work of a specified nature as outlined in the contract, or as further allowed, or amended from time to time, in Florida Statute 287.055.

Typical projects may include, but not limited to, new buildings of various construction types, additions and/or renovations, stand-alone accessory structures, play surfaces/areas/equipment, drainage issues, and roadway type construction/ modifications.

Consultants may submit responses to qualify for one, multiple, or all of the professional service disciplines requested in this RFQ. In addition, consultants may submit responses which include sub consultants in their proposed team. Consultants will be able to submit responses as a prime Consultant and may also be listed as a sub-consultant on another firm's proposal. The city shall select one consultant for each discipline; however one consultant can be selected for various disciplines.

No minimum amount of professional services or compensation will be assured to the Consultant(s) that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms outside of this agreement or to perform work "in-house" for any particular project or assignment at its sole discretion.

The City shall encourage the awarded Consultant(s) to submit, annually, statements of qualifications and performance data. In addition, the City may also re-solicit these services to replace the Consultant(s), at any time, as-needed.

The City anticipates that throughout the course of the contract, the City will receive federal funds that could be used for individual projects, as a result, this solicitation will follow Federal Procurement guidelines.

1.3 SCOPE OF WORK

1.3.1 GENERAL

Applies to all disciplines:

1. Site investigation and evaluation
2. Report preparation
3. Project planning/Master planning
4. Design and Preparation of construction drawings, specifications, bid and contract documents.
5. Production of construction cost estimates and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required plans submittals.
6. Permits package preparation, submittal and approval assistance.
7. Preparation of schedules.
8. Bid/award and evaluations.
9. Post Design Services (professional services during construction), including, but not limited to:
    a. Meetings
    b. Construction assistance
    c. Plans revisions and change orders reviews
    d. Shop drawing review
    e. RFI reviews
    f. As-built drawings review
    g. Construction observation and final certification.
    h. Certification of proposed requests for payments.
10. Attendance at meetings (including public presentations) with City, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups.
11. Complete CEI services as identified through items 9-10 above.
12. Drawings shall be completed and submitted to the City's Project Manager within 30 days of the consultant's site visit, assessment, and or final design scope provided by the City; unless a special timeframe is granted by the City representative for special or large projects.
13. Drawings shall be deemed complete/final upon review by the City's Project Manager and all applicable permitting agencies.
14. The City shall retain ownership over all drawings, CAD files and intellectual property developed with/by the consultants.
15. Consultants shall not disclose or use, for any purpose, any confidential information except as authorized by the City or as required by law. This obligation shall remain throughout the term of this agreement and indefinitely thereafter.

1.3.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

Includes but not limited to:

1. General Utility Engineering; including, but not limited to:
    a. Water mains

b. Gravity sewer
c. Sewage force mains
d. Pump stations.

2. Surface water management; including but not limited to, storm water systems and drainage.
3. Roadway and miscellaneous civil engineering improvements; including but not limited to:
    a. Major and Minor Roadway Design
    b. Intersection Improvements
    c. Roadway Resurfacing Design
    d. Pedestrian Sidewalk/Multi-Use Trail Design
    e. Traffic Signal Design
    f. Traffic Operations Studies
    g. Traffic Calming Design
    h. Construction Engineering Inspection/Administration
4. Hydrologic fields studies and related monitoring activities.
5. Report writing, including monitoring reports and preparation of certifications and other documentation required by the permits.
6. Design and permitting of dredge/fill activities and wetland mitigation improvements.
7. Inspection of dredge and fill and/or wetland mitigation activities.
8. Support in preparing City Resolutions pertaining to various disciplines.
9. Identification and coordination of environmental maintenance activities at various facilities.
10. Preparation of miscellaneous Phase-I Environmental Audits and/or engineering due diligence investigations.
11. Represent the City in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to environmental and/or site civil engineering services in which City is a participant or otherwise has an interest.
12. Represent the City in matters involving or relating to private development interests pertaining to environmental and/or site civil engineering services in which City is a participant or otherwise has an interest.

1.3.3 M.E.P. (MECHANICAL, ELECTRICAL, PLUMBING) ENGINEERING SERVICES

Includes but not limited to:

1. General municipal building electrical engineering including:
    a. New building and renovation design.
    b. Existing building evaluation and modifications.
    c. Stand-by power systems for buildings, wastewater pumping stations and various municipal facilities/equipment.

d. Wastewater pumping stations.
e. Roadway and parking lot lighting design.
f. Power planning and interfacing with FPL.
g. A/C and Refrigeration System design to include but not be limited to split systems, package units, RTU's, chilled water systems, etc.
h. Plumbing design for new building construction or renovation to include but not be limited to water, sewer, storm water, gas, etc.

1.3.4 GEOTECHNICAL SERVICES

Includes but not limited to:

1. Perform soil exploration and sampling.
2. Perform field and onsite soil and material testing.
3. Prepare geotechnical reports.
4. Concrete testing and reporting.

1.3.5 STRUCTURAL ENGINEERING SERVICES

Includes but not limited to:

1. Perform structural analysis/evaluation/inspections.
2. Perform structural design for new and existing facilities.

1.3.6 LAND SURVEYING SERVICES

Includes but not limited to:

1. Property description, evaluation and interpretation.
2. Writing, evaluation, and interpretation of legal descriptions.
3. Prepare site plans/surveys.
4. Provide elevation certificates.

1.3.7 GENERAL ARCHITECTURAL SERVICES

Includes but not limited to:

1. Provide design of commercial buildings and structures.
2. Project planning.
3. Provide preliminary studies.
4. Provide drawings and specifications.
5. Coordination of design professionals and drawings for all disciplines.
6. Provide site inspections as necessary through all project phases.
7. Attendance at meetings (including public presentations) with City, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups.

8. Certification of proposed requests for payments.

1.3.8 LANDSCAPE ARCHITECTURE SERVICES

Includes but not limited to:

1. Landscape design for various City facilities and locations to include but not be limited to, medians, City entrance ways, parks, commercial buildings, parking lots and other public properties.
2. Research and site inventory.
3. Master planning.
4. Irrigation system master planning and design.

1.3.9 HYDRO-GEOLOGICAL SERVICES

Includes but not limited to:

1. Water well design and construction services.
2. Hydrogeological studies and modeling.
3. Water use permitting.

1.3.10 FDOT ROADWAY ENGINEERING SERVICES

Includes but not limited to:

1. Firms submitting must have the following FDOT certifications:
    a. 2.0 PD&E Studies
    b. 3.1 Minor Highway Design
    c. 3.2 Major Highway Design
    d. 6.1 Traffic Engineering Studies
    e. 6.2 Traffic Signal Timing
    f. 7.1 Signal, Pavement Marking and Channelization
    g. 7.2 Lighting
    h. 7.3 Signalization
    i. 8.1 Control Surveying
    j. 8.2 Design, Right of Way and Construction Survey
    k. 8.4 Right of Way Mapping
    l. 10.1 Roadway Construction Engineering Inspection
    m. 10.3 Construction Materials Inspection
    n. 15.0 Landscape Architect

1.4 CONTRACT TIMELINE

The City intends to select one consultant for **each** professional services discipline to be awarded a continuing contract; however one consultant can be selected for various disciplines. The initial

term of the agreement will be for an initial five (5) year period. The Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.4.1 Post Award Process

1.4.1.1 Specimen Contract

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.

1.4.1.2 Awarded Consultant for Each Professional Service Discipline

When the RFQ process is completed and the list of vendors is approved by the City Commission, the City's Contracts Division will route the agreements for final execution of the agreements by the City Manager. Upon approval, copies of the executed agreements will be forwarded to the City's Public Services Department along with the contact information for each approved consultant.

1.4.2 Contract Performance

1.4.2.1 Work Authorizations

The general objective is for the CONSULTANT to provide the engineering, design and related services for each Work Authorization negotiated in accordance with the contract requirements. The CONSULTANT shall prepare detailed scope of services of each work authorization prior to negotiation and revise as needed without compensation.

The final scope of services shall be established on a work authorization basis. The tasks described in the work authorizations scope of services shall include pertinent design or reference manuals that are necessary to define the requirements of the work. These items will be mutually agreed upon by both the CITY and the CONSULTANT. All plans and design documents are to be prepared with Standard English values in accordance with all applicable CITY, County, FDOT, manuals, guidelines, etc.

The CONSULTANT shall be aware that as a project work authorization is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s). The CITY shall have the final determination and approval for any amendments to any work authorization or to the contract agreement.

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The CONSULTANT shall demonstrate good project management practices while working on this contract. These practices include communication with the CITY, and others as necessary, management of time and resources, and proper documentation. The CONSULTANT shall set up and maintain throughout the design of any work authorization a contract file in accordance with FDOT procedures or other agreed upon system. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work negotiated under this contract. The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans and during project implementation or the construction management services provided by the CONSULTANT. The CITY will provide job specific information and/or functions as outlined in the contract.

City shall request task/services as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. City, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

1.4.2.2 Manner of Performance

The Consultant shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Vendor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Pembroke Pines.

1.4.2.3 Poor Performance

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Proposers, including revocation of registration, for any reason that the City determines is in the best interests of its residents and citizens, including but not limited to:

- Excessive complaints.
- Failure to perform as required.
- Failure to provide necessary documentation.
- Unethical business practices.
- Expiration or revocation of any required license or certification.
- Falsification of documents.

1.5 PROPOSAL SUBMISSION

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The https://ppines.bonfirehub.com website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

1.5.1 Questionnaires

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

Tab 1 - Experience and Capabilities:

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.

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.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength, and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
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?
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
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.
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

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.

12. Reputation:

a. What is your reputation compared to your peers in the market?
b. What is your reputation like among customers and how have you developed it?
c. How does your service differ from similar competitors'? How do you win and retain business?
d. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 2 - References Form:

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:

1. **Previous Experience:**
   a. How many clients have you provided Services for?
   b. What similar or related projects have you worked on within the past three years?
   c. What challenges did you face and how did you overcome them?
   d. How many of your clients are repeat clients?
   e. How much of your revenue is derived from managing projects similar to ours?
2. **References Form:** Please provide references for your Services.

a. References Contact Information

i. Name of Firm, City, County or Agency
ii. Address
iii. Contact Name
iv. Contact Title
v. Contact E-mail Address
vi. Contact Telephone #

b. Project Information

i. Name of Contractor Performing the work
ii. Name and location of the project
iii. Nature of the firm's responsibility on the project
iv. Project duration
v. Completion (Anticipated) Date
vi. Size of project
vii. Cost of project
viii. Work for which staff was responsible

Tab 3 - Firm's Understanding and Approach to the Work:

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.

1. General:

a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
b. Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.
c. Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.
d. Please clearly describe all aspects of the project proposed.
    i. Include details of your approach and work plans.
e. Identify any issues or concerns of significance that may be appropriate.

2. Quality:

a. How do you ensure the quality of your services?
    i. What criteria do you use to measure your quality?
b. 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?
c. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control contract documentation, including record keeping.

Tab 4 - Willingness to meet time and budget requirements:

This solicitation is for the award of a continuing contract(s). Not all of the specific projects requiring professional services under the agreement have been identified as of yet. 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).

Project	**Professional Service**	**Est. Prof. Services Start Date**	**Est. Prof. Services Completion Date**	**Est. Prof. Services Cost**
Generators & Cooling for IT Rooms at Various Charter Schools	MEP	04/2024	06/2024	$92,000
Health Park Buildings Electrical Service Change	MEP	04/2024	06/2024	$86,000
Door Replacements at Various Charter Schools	Architectural	04/2024	05/2024	$75,000
Fire Station 99 Remodel	Architectural	04/2024	07/2024	$95,000
Academic Village Locker Room Restrooms and Showers Renovation	Architectural	04/2024	05/2024	$7,000
Pavilion Rehabs at Various Parks and/or Facilities	Architectural	04/2024	07/2024	$20,000
Restroom Renovations at Various and/or Facilities	Architectural	04/2024	06/2024	$35,000

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.

1. **Budget:** This solicitation is for the award of a continuing contract. Not all of the specific projects requiring professional services under the agreement have been identified as of yet. The City has not established a budget for this project or the consultant fees, however the City anticipates the cost of the professional services to be approximately **$535,000** annually for the projects that may come up on an as-needed basis.
    a. 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.
    b. Please advise if your firm is willing to meet the stated budget requirements.
    c. What percentage of your completed projects have had cost overruns?
    d. Tell me about a time when you went over budget.
        i. How did you handle the situation?
    e. What cost-saving measures do you implement at your firm?
    f. Who will be in charge of maintaining the budget on projects?
        i. How many accounts is this person assigned to at a given time?

2. **Timeline:** The City intends to award a continuing contract to one firm, for each of the professional service disciplines. The initial term of the agreement will be for an initial five (5) year period. The Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.
    a. 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.
    b. Please advise if your firm is willing to meet the stated time requirements.
    c. What is the average turnaround time for a project that is similar to mine?
    d. What is your average on-time completion rate?
    e. How many projects do your teams typically take on at a given time?

f. Tell me about a time when the project timeline was delayed.
    i. How did you handle the situation?
g. 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.
h. Describe the firm's knowledge and experience with scheduling.

Tab 5 - Recent, current, and projected workloads of the firms:

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

1. Workload:
a. Recent Workload: Describe your recent workload.
b. Current Workload: Describe your current workload.
c. Projected Workload: Describe your projected workload.

1.5.2 Other Completed Questionnaires

1. Contact Information Form
a. Identify the firms single point of contact that is a professionally licensed Engineer for this project.
b. Identify the primary location of firm in which the work will be completed in.

2. Proposer's Background Information

3. Vendor Registration Checklist

1.5.3 Other Completed Documents:

1. Attachment A: Non-Collusive Affidavit

2. Attachment D: Standard Form 330 (Parts I and II)
a. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

1.5.4 Optional Documentation

1. Trade Secrets:

a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this

solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

2. Financial Statements:

a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.

b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that

the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

3. **Additional Information:**

a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The **https://ppines.bonfirehub.com/** website will allow vendors to update their information and documents on an as-needed basis. 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.

The following documents can be completed prior to the bidding process through the **https://ppines.bonfirehub.com/** website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

a. Effective January 1, 2021, pursuant to Section 448.095. Florida Statues, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").

b. 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.

1.6.9 Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "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).
b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. Lobbying:

i. 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.**

ii. 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.

b. Debarment, Suspension and Other Responsibility Matters:

i. 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.**

1.6.11 Minority-Owned Business Enterprise

a. Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

i. Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD").

ii. If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")

1.6.12 Woman-Owned Business Enterprise

1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.6.14 Professional Licenses, as applicable.

a. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services (architecture, engineering, general contractor, or other certification required). Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

A. Staff will evaluate all responsive qualification statements received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the qualification statements as submitted. **As such, the Qualification Statement should be as comprehensive**

as possible; clearly describing the details of services that the Proposer intends to provide.

B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate qualification statement based on the following criteria to determine if the firm is fully qualified to render the required service:

Criteria	**Points**
Adequacy of Personnel / Ability of Professional Personnel	25 points
Past Record / Past Performance	25 points
Capabilities	25 points
Experience (of the firm or individual)	25 points
Total Points	**100 points**

C. The Evaluation Committee shall have the option of shortlisting the qualified firms to **no less than three firms**. In addition, the Evaluation Committee **shall conduct discussions** and may require presentations from each of the short-listed firms regarding their:

(1) Qualifications;
(2) Approach to the project; and
(3) Ability to furnish the required services.

As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

D. The Evaluation Committee shall select in order of preference **no fewer than three firms** deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall utilize the following criteria:

Criteria	**Points**
Adequacy of Personnel / Ability of Professional Personnel	25 points
Past Record / Past Performance	25 points
Firm's Understanding and Approach to the Work	35 points
Willingness to meet time and budget requirements	5 points
Recent, current, and projected workloads of the firms	5 points
Location	2.5 points

Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act) / or a Veteran Owned Small Business Preference*	2.5 points
Total Points	**100 points**

E. In the event a score, **for an individual evaluator**, results in a tie, the ranking for the tied vendors will be broken **based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).

i. In the event the score still results in a tie, the ranking for the tied vendors will be broken **by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**, as outlined in Florida Statute 287.087.

ii. In the event the score still results in a tie, the ranking for the tied vendors will be broken by **publicly drawing lots**, as outlined in Chapter 35 of the City's Code of Ordinances.

In the event that the **aggregate scores** from each of the individual evaluator score sheets result in a tie **after tallying the combined scores**, the evaluation committee will take the same process to break the aggregate scores, as outlined above.

F. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

G. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during **competitive negotiations** under **Section 1.7.3 below**.

1.7.2 SCORING FOR LOCATION CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Location** criteria.

The **Location** submitted by each proposer will be entered into Google Maps and the shortest distance, in miles (not minutes), shown on Google Maps from the proposer's location to the City's address of **City Hall, 601 City Center Way, Pembroke Pines, FL 33025** will be used to determine the **Shortest Distance** from of the proposer's location.

Then the **Shortest Overall Distance** will be divided by **Proposer "X" Shortest Distance** times the **Maximum Available Points for the Pricing Criteria** = **Proposer "X" Location Score**.

Example:
Firm "A" shortest distance is 11.70 miles & is the shortest overall distance
Firm "B" shortest distance is 12.70 miles
Firm "C" shortest distance is 14.10 miles
Firm "D" shortest distance is 18.20 miles
Firm "E" shortest distance is 21.20 miles

Maximum Points Available for the "Location" criteria: 5

Calculation:
Firm "A": 11.70/11.70 x 5 points = 5.00 points
Firm "B": 11.70/12.70 x 5 points = 4.61 points
Firm "C": 11.70/14.10 x 5 points = 4.15 points
Firm "D": 11.70/18.20 x 5 points = 3.21 points
Firm "E": 11.70/21.20 x 5 points = 2.76 points

1.7.3 COMPETITIVE NEGOTIATION

In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

(a) The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over $195,000** *(the threshold amount provided in s. 287.017 for CATEGORY FOUR)*, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm,

the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

(c) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

1.7.4 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees":

(a) Each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:

> "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	**January 23, 2024**
Non-Mandatory Pre-Bid Meeting	**10:00 a.m. on January 31, 2024**
Question Due Date	**February 5, 2024**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**February 8, 2024**
Proposals will be accepted until	**2:00 p.m. on February 20, 2024**
Proposals will be opened at	**2:30 p.m. on February 20, 2024**
Evaluation of Proposals by Staff	**February – March 2024**
Recommendation of Contractor to City Commission award	**March - April 2024**

1.8.1 NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting scheduled on **January 31, 2024 at 10:00 a.m.** Meeting location will be at the Public Services Building Large Conference Room, located at 8300 S Palm Drive, Pembroke Pines 33025.

The non-mandatory pre-bid meeting for this project will also be live-streamed from the Public Services Building Large Conference Room on **January 31, 2024 at 10:00 a.m.**

The public is invited to attend the meeting virtually in lieu of attending the meeting in person via the Cisco Webex Meetings platform.

- WebEx Meeting Link: https://ppines.webex.com/meet/purchasing
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from https://www.webex.com/downloads.html/, to view, listen and participate in the meeting.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Irene Munarriz, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9061
purchasing@ppines.com

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at **https://ppines.bonfirehub.com/ on or before 2:00 p.m. on February 20, 2024.**

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the **https://ppines.bonfirehub.com/** website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the **https://ppines.bonfirehub.com/** website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX

SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

☐ ✖ 2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR 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 attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR 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.

Yes No

✓ ☐ 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR 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 attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR 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.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 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.

2.4 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 CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 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 CONTRACTOR 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 CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

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

Yes No

✓ ☐ 2.6.1 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

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. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR 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 CONTRACTOR. Coverage for the CONTRACTOR 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 CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

☐ × 2.6.3 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

☐ × 2.6.3.1 If CONTRACTOR 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

✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **$2,000,000.00** 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

✓ ☐ 2.6.5 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ✗ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. 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. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

☐ ✗ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final

payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

☐ ☒ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☒ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. 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 of 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

☐ ☒ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. 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

☐ ☒ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. 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 of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

☐ ☒ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
2.7.2 Waiver of all Rights of Subrogation against the CITY.
2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
2.7.6 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.

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2.8 Any and all insurance required of the CONTRACTOR 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 CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 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.

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

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Messages"** section for the specific project on the https://ppines.bonfirehub.com/ website. Under the **"Messages"** section, vendors will find the **"Opportunity Q&A"** tab in which they can ask their specific question(s). Responses to the questions will be provided online at https://ppines.bonfirehub.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact Bonfire support at Support@GoBonfire.com with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary

permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening

unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.19 FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall

remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

(a) Open the sealed bids at a public meeting.
(b) Announce at that meeting the name of each bidder and the price submitted in the bid.
(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **"construction or repairs on a public building or public work"** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees

or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer 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 the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a

physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

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

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive

solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

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) 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:

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) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply

will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL

INTERESTS IN GOVERNMENT CONTRACTING

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

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

✓ ☐ A Proposal Security shall not be required for this project.

Yes No

☐ ✗ A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds $200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

☐ ✗ A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

☐ ✗ A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of $10,000 or 5% of the total cumulative base amount proposed, whichever is less.

Note - Contingency is not to be counted in the total amount the proposal security is based on.

Proposal Security Requirements: For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

Scanned Proposal Security: For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through Bonfire.

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked **"BID SECURITY - IFB # PSPW-23-17 Roof Replacement for Various City Buildings"** and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Opportunity to Cure: In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

✓ ☐ Payment and Performance Bonds shall not be required for this project.

Yes No

☐ ✗ Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Yes No

☐ ✗ In the event that the awarded contract exceeds $200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount the payment and performance bonds are based on.

Coverage Period: The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

Successful Proposer: Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

Minimum Requirements of Surety: Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Performance Bond: The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

Payment Bond: The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and

supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Recordation of Bonds with the County: Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be

required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These “related Acts” involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded

from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its 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).

b. The contractor 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.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR 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).

M. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR 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 U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

CONTRACTOR 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.

O. 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.

P. DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

R. FRAUDULENT STATEMENTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Prohibitions. 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.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) 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; (ii) 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; (iii) 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 (iv) 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.

(2) **Exceptions**. This Section does not prohibit CONTRACTOR 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. 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.

(3) **Reporting requirement**. In the event CONTRACTOR 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 required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (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 required 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 CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONTRACTOR 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.

U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR will deliver to the CONTRACTOR 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 CONTRACTOR.

V. PERSONALLY IDENTIFIBALE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

W. RIGHTS IN DATA

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

X. INSPECTION AND ACCEPTANCE

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation

evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

Z. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

BB. PROHIBITIONS OF GRATUITIES

By submission of a bid, the Contractor certifies that no employee of the Contractor has or shall benefit financially or materially from such bid or resulting contract. Any resulting contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(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 _____

Title _____

Name of Company _____

Exhibit "A"

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: policy project loc	**Must Include General Liability**			EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	**SAMPLE CERTIFICATE**				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER					

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AIL 30 DAYS WRITTEN LEFT.

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

(DACORD CORPORATION 1988

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

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PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

Exhibit "A"

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G *(MATRIX)*

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electricial Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Exhibit "A"

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

Exhibit "A"

List of Disciplines *(Function Codes)*

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

Exhibit "A"

List of Experience Categories *(Profile Codes)*

Code	Description
A01	Acoustics, Noise Abatement
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis
A03	Agricultural Development; Grain Storage; Farm Mechanization
A04	Air Pollution Control
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling
A06	Airports; Terminals and Hangars; Freight Handling
A07	Arctic Facilities
A08	Animal Facilities
A09	Anti-Terrorism/Force Protection
A10	Asbestos Abatement
A11	Auditoriums & Theaters
A12	Automation; Controls; Instrumentation
B01	Barracks; Dormitories
B02	Bridges
C01	Cartography
C02	Cemeteries *(Planning & Relocation)*
C03	Charting: Nautical and Aeronautical
C04	Chemical Processing & Storage
C05	Child Care/Development Facilities
C06	Churches; Chapels
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C09	Cold Storage; Refrigeration and Fast Freeze
C10	Commercial Building *(low rise)* ; Shopping Centers
C11	Community Facilities
C12	Communications Systems; TV; Microwave
C13	Computer Facilities; Computer Service
C14	Conservation and Resource Management
C15	Construction Management
C16	Construction Surveying
C17	Corrosion Control; Cathodic Protection; Electrolysis
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
C19	Cryogenic Facilities
D01	Dams *(Concrete; Arch)*
D02	Dams *(Earth; Rock);* Dikes; Levees
D03	Desalinization *(Process & Facilities)*
D04	Design-Build **-** Preparation of Requests for Proposals
D05	Digital Elevation and Terrain Model Development
D06	Digital Orthophotography
D07	Dining Halls; Clubs; Restaurants
D08	Dredging Studies and Design
E01	Ecological & Archeological Investigations
E02	Educational Facilities; Classrooms
E03	Electrical Studies and Design
E04	Electronics
E05	Elevators; Escalators; People-Movers
E06	Embassies and Chanceries
E07	Energy Conservation; New Energy Sources
E08	Engineering Economics
E09	Environmental Impact Studies, Assessments or Statements
E10	Environmental and Natural Resource Mapping
E11	Environmental Planning
E12	Environmental Remediation
E13	Environmental Testing and Analysis
F01	Fallout Shelters; Blast-Resistant Design
F02	Field Houses; Gyms; Stadiums
F03	Fire Protection
F04	Fisheries; Fish ladders
F05	Forensic Engineering
F06	Forestry & Forest products
G01	Garages; Vehicle Maintenance Facilities; Parking Decks
G02	Gas Systems (Propane; Natural, Etc.)
G03	Geodetic Surveying: Ground and Air-borne
G04	Geographic Information System Services: Development, Analysis, and Data Collection
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	Highrise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital & Medical Facilities
H10	Hotels; Motels
H11	Housing *(Residential, Multi-Family; Apartments; Condominiums)*
H12	Hydraulics & Pneumatics
H13	Hydrographic Surveying

Exhibit "A"

List of Experience Categories *(Profile Codes continued)*

Code	Description
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining & Mineralogy
M07	Missile Facilities (Silos; Fuels; Transport)
M08	Modular Systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (Storage and Distribution)
P03	Photogrammetry
P04	Pipelines (Cross-Country - Liquid & Gas)
P05	Planning (Community, Regional, Areawide and State)
P06	Planning (Site, Installation, and Project)
P07	Plumbing & Piping Design
P08	Prisons & Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio & Radar Telescopes
R02	Radio Frequency Systems & Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (Parks, Marinas, Etc.)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (Buildings; Structures; Facilities)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder & Smoke Detection
S03	Seismic Designs & Studies
S04	Sewage Collection, Treatment and Disposal
S05	Soils & Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling & Facilities
T01	Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
T02	Testing & Inspection Services
T03	Traffic & Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers *(Self-Supporting & Guyed Systems)*
T06	Tunnels & Subways

Exhibit "A"

List of Experience Categories *(Profile Codes continued)*

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

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Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

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Exhibit "A"

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	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

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Exhibit "A"

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

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

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

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

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Exhibit "A"

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1		6	
2		7	
3		8	
4		9	
5		10	

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Exhibit "A"

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

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Exhibit "A"

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			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM *(If Block 2a is a Branch Office)*	
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS			

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 (1) FIRM	c. Number of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

CONTINUING PROFESSIONAL SERVICES AGREEMENT

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

«Vendor» a **«Vendor_Business_Type»** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (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 **«Solicitation_Advertisement_Date»**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **«Service_Description»** services, as more particularly described in **Exhibit "«Exhibit Letter/Number»"** attached hereto and by this reference made a part hereof, for the said bid entitled:

"«Solicitation_Title»"
«Solicitation_Type_Abbreviation» # «Solicitation_Number»

1.2 On **«Bid_Opening_Date»,** the bids were opened at the offices of the City Clerk.

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

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

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

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

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

2.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in **Exhibit "«Exhibit Letter/Number»"** includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, in its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

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

this Agreement shall be performed in a professional manner.

2.4 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.5 CONSULTANT assumes professional and technical responsibility for 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.

2.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of the work as more particularly described in **Exhibit "A"**.

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

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

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

ARTICLE 3
TERM FOR PERFORMANCE AND TERMINATION

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

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time

to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be **«Number of years in letters and numbers» years**. The Term of this Agreement may be extended upon the mutual written agreement of the Parties for **«Number of renewals in letters and numbers»** renewal periods of **«Number of years in letters and numbers» year** each.

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONSULTANT pursuant to the price list more particularly described in **Exhibit "«Exhibit Letter/Number»"**, attached hereto and by this reference made a part hereof. The annual amount of compensation paid to CONSULTANT shall **not exceed «Compensation_Amount_Written» («Compensation_Amount_Numerical»)**.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

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

«Vendor_Name»
Attn: «Vendor_Contact_Title»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

4.4 **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.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 6
INDEMNIFICATION

6.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. 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 attorneys' fees which may issue thereon.

6.2 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.

6.3 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.

6.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 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.

7.2 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..

7.3 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.

7.4 Certificates of Insurance shall provide for thirty (30) calendar 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) calendar days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 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) calendar 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.

7.6 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

☐ ☐ 7.6.1 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. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **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

☐ ☐ 7.6.2 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

☐ ☐ 7.6.3 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

☐ ☐ 7.6.3.1 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

☐ ☐ 7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ 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

☐ ☐ 7.6.5 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ☐ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. 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. Retroactive date, if any, to be

no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **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

☐ ☐ 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **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

☐ ☐ 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☐ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. 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 of 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

☐ ☐ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. 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

☐ ☐ 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population.

Limits shall be no less than $500,000 per occurrence. 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 of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **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

☐ ☐ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONSULTANT and subcontractors of the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐ 7.6.13 Other Insurance

_____

_____

_____

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.7.6 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.

7.8 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.

7.9 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 8
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under

this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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 14
DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

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

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement

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

14.4 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

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

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

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

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

ARTICLE 15
BANKRUPTCY

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

ARTICLES 16
DISPUTE RESOLUTION

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

ARTICLE 17
PUBLIC RECORDS

17.1 The City of 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:

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

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

ARTICLE 18
SCRUTINIZED COMPANIES

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in 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:

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

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

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

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19
EQUAL BENEFITS FOR EMPLOYEES

19.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the

CITY's Code of Ordinances; or

☐ CONSULTANT does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

- ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
- ☐ CONSULTANT provides an employee the cash equivalent of benefits because the CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the CONSULTANT 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. Case 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 case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ CONSULTANT 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; or
- ☐ CONSULTANT is a governmental agency.

19.2 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.

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

19.4 CONSULTANT 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 CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with**

Domestic Partners and all Married Couples".

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com. By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 20
EMPLOYMENT ELIGIBILITY

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

20.1.1 **Definitions for this Section**.

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

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

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

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

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

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

20.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of 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

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

ARTICLE 21
FEDERAL REQUIREMENTS

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

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

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

21.1.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

21.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

21.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules,

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

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

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

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

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

determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

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

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

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

21.4.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (21.4.1) of this section, in the sum of
$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (21.4.1) of this section.

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

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

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

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

21.5.2 **Federal Water Pollution Control Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

21.6 **Suspension and Debarment.** This Agreement is a covered transaction for

purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

21.9 **Procurement of Recovered Materials.** The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

21.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

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

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

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

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

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

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

21.16.1 **Prohibitions**.

21.16.1.1 Section 889(b) of the John S. McCain National Defense

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

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

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

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

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

21.16.2 **Exceptions**.

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

21.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of

any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

21.16.3 **Reporting Requirement**.

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

21.16.3.2 The CONSULTANT shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph

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

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

glass, including optical fiber; and lumber.

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

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

ARTICLE 22
MISCELLANEOUS

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

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

22.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

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

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

22.6 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY	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	**«Vendor_Contact_Title»** **«Vendor_Name»** **«Vendor_Address_Line_1»** **«Vendor_Address_Line_2»** **E-mail: «Vendor_Email»** **Telephone No: «Vendor_Phone_Number»**

Cell phone No: **«Vendor_Cell_Number»**
Facsimile No: **«Vendor_Fax_Number»**

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

_____ BY: _____

Print Name: _____ MAYOR FRANK C. ORTIS
OFFICE OF THE CITY ATTORNEY

ATTEST: BY: _____

_____ CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONSULTANT:

{---**Company Name**---}

Signed By: _____

Printed Name: _____

Title: _____

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

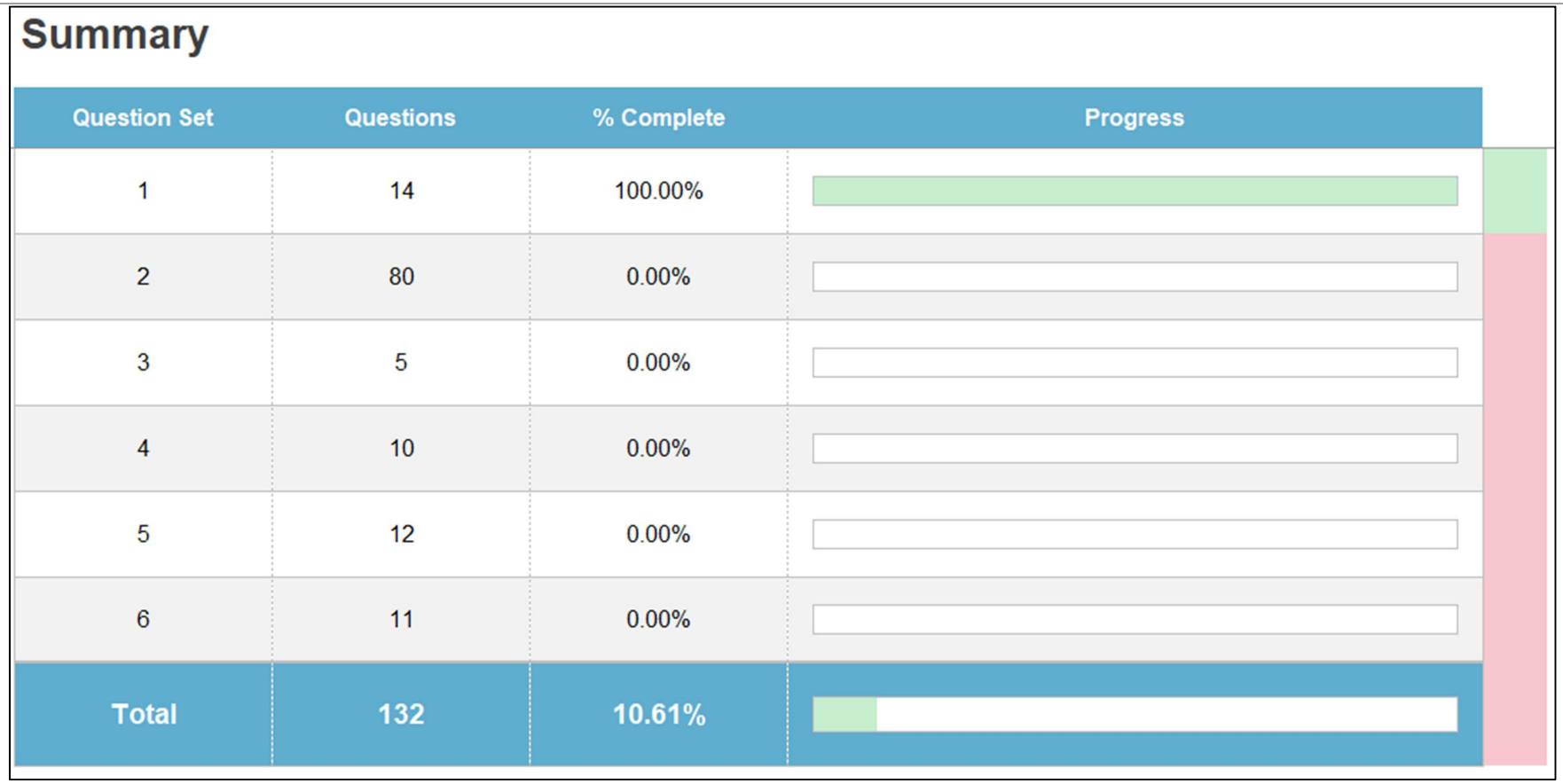
Exhibit "A"

The City Of PEMBROKE PINES

Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.



Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	**132**	**10.61%**	

Exhibit "A"

The City Of PEMBROKE PINES

Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 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	
Equal Benefits Certification Form				
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor Drug-Free Workplace Certification Form				
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify System Certification Statement				
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Business Tax Receipts				
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutinized Company Certification				
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
11 Questions			**81.82% Complete**	

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The City Of PEMBROKE PINES

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Required	
Standard Form 330	File Type: PDF (.pdf)	Multiple	Required	
Proposal Submission (Q-69AK)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

Commodity Codes

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

The City Of PEMBROKE PINES

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	54133	Engineering Services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://ppines.bonfirehub.com/opportunities/119520.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

https://ppines.bonfirehub.com/opportunities/119520

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 20, 2024 2:00 PM EST.**

The Vendor Discussion period for this opportunity starts Jan 23, 2024 8:00 PM EST. The Vendor Discussion period for this opportunity ends Feb 05, 2024 11:30 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 20, 2024 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at**

The City Of PEMBROKE PINES

least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://vendorsupport.gobonfire.com/hc/en-us

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Exhibit "A"

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

City of Pembroke Pines Back to list

Project Details

Project: CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

Ref. #: PSPW-23-20

Type: RFSQ

Status: CLOSED

Open Date: Jan 23rd 2024, 7:30 PM EST

Intent to Bid Due Date: Feb 27th 2024, 2:00 PM EST

Questions Due Date: Feb 20th 2024, 11:30 PM EST

Contact Information: Procurement Department, 954-518-9020

Close Date: Feb 27th 2024, 2:00 PM EST

Days Left: Submissions are now closed

February 2024 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28 OPEN	29	30	31 10...	1	2	3
4 OPEN	5	6	7	8	9	10
11 OPEN	12	13	14	15	16	17
18 OPEN	19	20	21	22	23	24
25 OPEN	26	27	28	29	1	2

Project Description:

The City of Pembroke Pines is seeking qualification statements from qualified firms, hereinafter referred to as Consultant(s), in order to enter into Continuing Contract(s) for various Professional Service disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

1 Navigation nclude, however are not limited to, specifications, designs/plans, design criteria packages, etc. ervice disciplines include: • General Civil and Environmental Engineering Services, • MEP

Portal

Important Events:

Search

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jan 23rd 2024, 7:30 PM EST	N/A
PASSED	Pre Bid Meeting	Public Services Building, located at 8300 S Palm Drive, Pembroke Pines 33025.	There will be a non-mandatory pre-bid meeting scheduled on January 31, 2024 at 10:00 a.m. Meeting location will be at the Public Services Building Large Conference Room, located at 8300 S Palm Drive, Pembroke Pines 33025.The pre-bid meeting for this project will also be live-streamed from the Public Services Building Large Conference Room on January 31, 2024 at 10:00 a.m. Please see Section 1.8.1 of the bid package for more details.	Jan 31st 2024, 10:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Feb 20th 2024, 11:30 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Feb 27th 2024, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Feb 27th 2024, 2:00 PM EST	Yes

Commodity Codes:

US_NAICS_2022 5413 **Architectural, Engineering, and Related Services**
US_NAICS_2022 54131 **Architectural Services**
US_NAICS_2022 541310 **Architectural Services**
US_NAICS_2022 54132 **Landscape Architectural Services**
US_NAICS_2022 541320 **Landscape Architectural Services**
US_NAICS_2022 54133 **Engineering Services**
US_NAICS_2022 54136 **Geophysical Surveying and Mapping Services**
US_NAICS_2022 541360 **Geophysical Surveying and Mapping Services**
US_NAICS_2022 54137 **Surveying and Mapping (except Geophysical) Services**
US_NAICS_2022 541370 **Surveying and Mapping (except Geophysical) Services**

Supporting Documentation:

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Exhibit "A"

		Second Q&A	EST	Download

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FAQs regarding the Bonfire Proposal Submission Form Questionnaire.pdf	Other	General Bonfire FAQs on Questionnaires	Mar 14th 2022, 7:00 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	Download
Questions and Answers (2).pdf	Other	Document - Addendum # 1 and Second Q&A	Feb 13th 2024, 12:35 PM EST	Download
Questions and Answers (3).pdf	Other	Document - Questions & Answers	Feb 22nd 2024, 6:21 PM EST	Download
Questions and Answers (4).pdf	Other	Document - Questions & Answers	Feb 26th 2024, 6:16 PM EST	Download
Questions and Answers.pdf	Other	Document - Questions & Answers	Feb 1st 2024, 6:33 PM EST	Download
RFQ # PSPW-23-20 Citywide Professional Service Providers.pdf	Documentation	1) RFQ	Jan 23rd 2024, 7:35 PM EST	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Nov 23rd 2021, 10:17 AM EST	Download
Specimen Contract – Professional Continuing Contract – CCNA - Federal.pdf	Documentation	Attachment D	Jan 22nd 2024, 4:58 PM EST	Download
Standard Form 330.pdf	Documentation	Attachment C	Nov 18th 2021, 4:48 PM EST	Download
Submission Instructions - PSPW-23-20.pdf	Other	General Bonfire Submission Instructions	Jan 23rd 2024, 10:51 AM EST	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Additional Information	File Type: PDF (.pdf)	Multiple	REQUIRED		
Standard Form 330	File Type: PDF (.pdf)	Multiple	REQUIRED		
1 **)osal Submission (Q-69AK)**	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response	Download

Skip Top Navigation

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Exhibit "A"

Questionnaire.

Portal

Document Takers

Search

Vendors	# Files	Actions
A.D.A. Engineering, Inc.	7	View
ACAI Associates, Inc.	15	View
AREHNA Engineering	13	View
Avirom & Associates, Inc.	10	View
Ballersidol	1	View
Baxter & Woodman, Inc.	7	View
BCC Engineering, LLC	1	View
BEA Architects	24	View
BenG	11	View
Bermello Ajamil & Partners, Inc.	9	View
BidNet	9	View
Bonfire Support (GP)	5	View
BOWMAN Consulting Group, LTD	8	View
Boynton Beach Business Consultants	7	View
CALTRAN ENGINEERING GROUP, INC	24	View
Cambridge LTD	130	View
Carnahan, Proctor and Cross	16	View
Caulfield & Wheeler, Inc.	8	View
CES Consultants, Inc.	8	View
Consulting, Inc.	2	View

Chen Moore and Associates	7	View
Choice Engineering Consultants	8	View
City of Sunny Isles Beach - Purchasing	3	View
Colliers Engineering & Design, Inc.	8	View
Control Point Associates	21	View
CPH	2	View
CPH Consulting, LLC	9	View
CPH, LLC	20	View
CPZ Architects, Inc.	22	View
Craig A. Smith and Associates, LLC	25	View
Craven, Thompson & Associates, Inc.	21	View
CTS Engineering, Inc.	13	View
Dodge Data & Analytics	14	View
Dodge Data and Analytics	1	View
DRMP, Inc.	14	View
EAC Consulting Inc	1	View
Engenuity Group, Inc.	12	View
Envirobidnet.com	8	View
Environmental Science Associates, Inc.	1	View
Florida International Consulting Engineers Design d/b/a FICE Design	7	View
Florida Technical Consultants	2	View
Florida Transportation Engineering, Inc	1	View
syntec Consultants dba Applied Technology and	1	View

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

GPI Geospatial	8	View
Gtech	7	View
Hammond & Associates	3	View
Harvard Jolly | PBK Architecture	1	View
Hazen and Sawyer	12	View
HSQ Group, LLC	16	View
Ingemel SA LLC	11	View
Intertek-PSI	1	View
Johnson, Mirmiran & Thompson, Inc.	8	View
JSA Group Inc.	31	View
KCI Technologies, Inc.	1	View
Kimley-Horn and Associates, Inc.	17	View
Langan	3	View
LIVS Associates, LLC	21	View
LSN Partners	1	View
M.C. Harry & Associates Inc.	4	View
Marketing Manager	36	View
Marlin Engineering, Inc.	14	View
Master Consulting Engineers, Inc.	5	View
McFarland-Johnson	3	View
McKim & Creed	8	View
McKim & Creed, Inc.	15	View
Miller Legg	16	View
Inc.	1	View

Onvia, Inc	8	View
Peacock Architect	24	View
Premiere Design Solutions Inc	7	View
Professional Service Industries, Inc.	1	View
R.E. Chisholm Architects, Inc.	19	View
R.J. Behar & Company, Inc.	18	View
Rodriguez Architects, Inc.	12	View
Rummel, Klepper & Kahl, LLP	2	View
Saltz Michelson Architects	14	View
SGM Engineering, Inc.	5	View
SGM-Engineering-Inc	10	View
Shay Enterprise	11	View
SRS Engineering, Inc	13	View
Stantec Consulting Services Inc.	1	View
Synalovski Romanik Saye, LLC.	20	View
Taylor Engineering	1	View
Terracon Consultants, Inc.	7	View
Tetra Tech	9	View
The Corradino Group, Inc.	13	View
The Valerin Group, Inc.	1	View
Tierra South Florida, Inc.	28	View
Universal Engineering Sciences, Inc.	16	View
VISUAL	1	View
ɛs Management Associates, Inc.	2	View

Interested Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
ACAI Associates, Inc.	Melvern Atencio	matencio@aecmworld.com	19544844000	Architecture
Control Point Associates	Zoila Quishpe	zquishpe@cpasurvey.com	9082027986	Professional Land Surveying, Traditional Surveying, Construction Stakeout, 3D Laser scanning, mobile lidar, Subsurface Utility Engineering (SUE), Aerial Photogrammetry UAV, GIS and Hydrographic Services
Craig A. Smith and Associates, LLC	Andrea Cole	acole@craigasmith.Com	15613144445	Surveying and Mapping and Utility Locating
CTS Engineering, Inc.	Stephanie Morell	smorell@ctseinc.com		General Civil Engineering, Land Surveying, and FDOT Roadway Engineering
Ingemel SA LLC	PEDRO ARIAS	pedroa@ingemel.com	9543182264	MEP Engineering
Master Consulting Engineers, Inc.	Toni Farber	toni@mcengineers.com	19546141857	Structural Engineering

Messages

Public Notices (6*) Vendor Discussions (19*)

Search

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Irene Munarriz
Questions & Answers
Please find attached the fourth (and final) Q&A document.
6:16 PM

Irene Munarriz
Questions & Answers
Please find attached the third Q&A document.
6:21 PM

Please find attached Addendum # 1 and the second Q&A document.

Portal

12:35 PM

Irene Munarriz

Question Due Date Changes

The question due date has been changed from February 12, 2024 to February 14, 2024.

4:15 PM

Irene Munarriz

Questions & Answers

Please see the attached Q&A document for some questions we have received so far. Please note that …

Click New Public Notice or click a conversation on the left to see message here.

Submissions and Subcontracting

This project is not open for proposal submissions at this time.

Exhibit "A"

The City Of PEMBROKE PINES

Public Notices

Question Due Date Changes

Feb 01, 2024 12:45 PM EST
The question due date has been changed from February 5, 2024 to February 12, 2024.

Questions & Answers

Feb 01, 2024 6:33 PM EST
Please see the attached Q&A document for some questions we have received so far. Please note that additional Q&A documents will be released as the City continues to receive questions. If a firm has already submitted a question and it is not addressed in this document, the City is already working on providing a response.

Question Due Date Changes

Feb 12, 2024 4:15 PM EST
The question due date has been changed from February 12, 2024 to February 14, 2024.

Addendum # 1 and Second Q&A

Feb 13, 2024 12:35 PM EST
Please find attached Addendum # 1 and the second Q&A document.

Exhibit "A"

The City Of PEMBROKE PINES

Questions & Answers

Feb 22, 2024 6:21 PM EST
Please find attached the third Q&A document.

Questions & Answers

Feb 26, 2024 6:16 PM EST
Please find attached the fourth (and final) Q&A document.

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

February 13, 2024 IFB # PSPW-23-20

PEMBROKE PINES
CITY COMMISSION

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Addendum # 1
City of Pembroke Pines
IFB # PSPW-23-20
CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

The purpose of Addendum # 1 is to amend language in **Section 1.3.10 FDOT Roadway Engineering Services.** This Addendum will also address changes made to the bid schedule.

1. **Section 1.3.10 FDOT Roadway Engineering Services** states**:**

   Firms submitting must have the following FDOT Certifications:

   a. 2.0 PD&E Studies
   b. 3.1 Minor Highway Design
   c. 3.2 Major Highway Design
   d. 6.1 Traffic Engineering Studies
   e. 6.2 Traffic Signal Timing
   f. 7.1 Signal, Pavement Marking and Channelization
   g. 7.2 Lighting
   h. 7.3 Signalization
   i. 8.1 Control Surveying
   j. 8.2 Design, Right of Way and Construction Survey
   k. 8.4 Right of Way Mapping
   l. 10.1 Roadway Construction Engineering Inspection
   m. 10.3 Construction Materials Inspection
   n. 15.0 Landscape Architect

   The City is amending the statement: “Firms submitting **must** have the following FDOT Certifications.”

   The City is **no longer** requiring the vendors to submit *all* of the listed FDOT certifications; rather the City is allowing vendors to submit the certifications that they possess.

   Please note that vendors shall submit FDOT Certifications for in-house personnel, however, they may also submit FDOT Certifications from subsconsultants in their proposed team as part of their proposal for review by the Evaluation Committee to determine the most overall qualified firm.

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2. Regarding Section 1.3.10 FDOT Roadway Engineering Services, the City is adding the **14.0 Architect** FDOT Certificate as a desired certification.

3. **Bid Schedule Changes:**

   The Question Due Date will be extended to: **Tuesday, February 20, 2024.**

   The Deadline for Submissions will be extended to: **Tuesday, February 27, 2024.**

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Exhibit "A"

The City Of PEMBROKE PINES

Questions & Answers

1) In regards to the Professional Service disciplines listed on page 8, do firms need to satisfy each discipline listed or can firms submit their proposal for one (1) of the disciplines listed (i.e. General Architectural Services)?
Answer: Per Section 1.2 of the bid package, Consultants may submit responses to qualify for one, multiple, or all of the professional services. Firms do not need to bid on each discipline. The city shall select one consultant for **each** discipline; however, one consultant can be selected for various disciplines. Please refer to Section 1.5.1 Questionnaires. Tab 1 – Experience and Capabilities, Question # 10 asks the firm to identify which of the nine Professional Service Discipline(s) they are applying for.

2) Does the City anticipate awarding a pool, or more than one vendor per discipline?
Answer: Per Section 1.2 of the bid package, The City intends to enter into a Professional Services Continuing Contract with **one** vendor for **each** Professional Services discipline outlined below: General Civil and Environmental Engineering Services MEP Engineering Services Geotechnical Services Structural Engineering Services Land Surveying Services General Architectural Services Landscape Architecture Services Hydro-Geological Services FDOT Roadway Engineering Services

3) Can firms include subcontractors in their proposal? Can firms submit subcontractor's certificates to satisfy bid requirements?
Answer: Per Section 1.2 of the bid package, consultants may submit responses which include subconsultants in their proposed team. Consultants will be able to submit responses as a prime consultant and may also be listed as a subconsultant on another firm's proposal. Prime consultants shall submit qualifications/certifications for in-house personnel, as well as the qualifications/certifications for subconsultants in their proposed team.

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The City Of PEMBROKE PINES

4) What City location will be utilized when calculating the Location criteria score?
Answer: Per Section 1.7.2 of the bid package, the Location submitted by each proposer will be entered into Google Maps and the shortest distance, in miles (not minutes), shown on Google Maps from the proposer's location to the **City's address of City Hall, 601 City Center Way, Pembroke Pines, FL 33025 will be used to determine the Shortest Distance from of the proposer's location**.

5) How many contracts per discipline does the City plan to award?
Answer: See question # 2.

6) For the Architectural services could you kindly clarify if the city requires the inclusion of consultants (such as civil, structural, MEP, etc.) as part of our team's proposal? Are you seeking comprehensive information from the architectural firm alone, or should our proposal encompass a collaborative team?
Answer: See question # 3.

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Exhibit "A"

The City Of PEMBROKE PINES

Questions & Answers

Questions 1 – 6 answered in first “Questions and Answers” document from 2/1/2024.

7) Do all certifications (a. through n.) need to be provided if submitting for 1.3.10 FDOT Roadway Engineering Services?
Answer: Please see Addendum # 1 revising Section 1.3.10 FDOT Roadway Engineering Services. The City is amending the language in this section to state that firms are not required to submit *all* certifications, however, they should submit the ones that they possess.

8) As architects for FDOT, we've noted that some roadway projects require architectural services. However, we observed that the FDOT Roadway Engineering Services currently do not encompass Section 14.0 Architecture. Could you kindly confirm if the city has plans to include Section 14.0 Architecture?
Answer: The City will agree to add FDOT Work Group 14.0 Architect to the list of desired FDOT Certifications listed in Section 1.3.10. This will be addressed in Addendum # 1.

9) What is the actual deadline for questions? The schedule on page 29 lists it as February 5th but on this portal, it lists February 12th.
Answer: Please see the Public Notice “Question Due Date Changes” released on 2/1/2024. In addition, Addendum # 1 addresses further schedule changes.

10) Are proposers required to source an FDOT roadway engineer and an engineer who offers hydro-geological services, or are these not mandatory to our proposed team?
Answer: Vendors are required to identify which of the nine Professional Service Discipline(s) they are applying for, in Tab 1 of the Proposal Submission Questionnaire. Please note that the Hydro-Geological Services and the FDOT Roadway Engineering Services are two different disciplines. Proposers can submit a bid for both the Hydro-Geological Services and the FDOT Roadway Engineering Services, or just one of the disciplines.

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The City Of PEMBROKE PINES

If a vendor is submitting a bid for the FDOT Roadway Engineering Services discipline, they shall submit the certifications that they possess for in-house personnel and may also submit qualifications/certifications for subconsultants in their proposed team.

11) Do we need to answer each question in the References Form directly or can it be answered by providing the reference form? Do sub consultants have to answer references forms?
Answer: Vendors shall download the “Proposal Submission” Excel from the Requested Information section on Bonfire, fill out the questionnaires in their entirety, and upload the completed Excel document back up to Bonfire as part of the submittal. The questions found in Tab 2: References Form of the “Proposal Submission” shall be addressed in the Excel document questionnaire. Sub consultants do not have to provide references forms.

12) On page 17 of 59, in Tab 2, the RFQ states, “References should be from the last five years.” Does this mean the references can only be completed, or can the references be ongoing as well?
Answer: If the contract/project is still ongoing, but originated within the last 5 years, it is an acceptable reference.

13) Are we allowed to have a cover/ transmittal letter?
Answer: Firms are allowed to submit cover/transmittal letters in their proposal. Any additional proposal information that would like to be included as part of the submittal, may be uploaded onto the “Additional Information” section on Bonfire.

14) Who will be managing the contract, what is their title, and what department do they work in?
Answer: Depending on the discipline, the project manager may vary. Various City departments may use the contract on an as-needed basis.

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The City Of PEMBROKE PINES

15) Does a consultant have to provide all the services listed under a discipline in order to bid on such discipline? If not, what is the minimum percentage of services?
Answer: Proposers shall 1) identify which discipline they are applying for in Tab 1 of the Proposal Submission, and 2) elaborate on the services that they provide under a discipline for review by the Evaluation Committee. Proposers shall include applicable in-house personnel qualifications/certifications that they possess for a discipline, as well as subconsultants qualifications/certifications.

16) Does a Certified Minority Business Enterprise (CMBE) sub-consultant qualify the prime consultant proposal for the CMBE 2.5 points?
Answer: No. The primary firm must be the CMBE in order to qualify for the 2.5 points.

17) In the "Bonfire" portal under registration, what is "Organization Registration Documents, as applicable"?
Answer: A submittal for the “Organization Registration Documents, as applicable” field is optional, however, it may be used to upload additional registration documents, such as Articles of Incorporation.

18) For the Proposal Submission (Q-69AK), do we need to submit our response directly in the Excel Template provided or can we prepare our own document with tabs to answer all of these questions?
Answer: Vendors shall download the “Proposal Submission” Excel from the Requested Information section on Bonfire, fill out the questionnaires in their entirety, and upload the completed Excel document back up to Bonfire as part of the submittal.

19) What does it mean that Bonfire system utilizes “Questionnaires” to request the following information from prospective proposers? What does it refer to with "Questionnaires"?
Answer: The “Questionnaires” that are being referred to are the tabs found in the required “Proposal Submission” Excel document. See questions # 11 and # 18.

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The City Of PEMBROKE PINES

20) On the Questionnaire Summary Page it says that there are (15) questions for Tab 4. However on Tab 4 in the Questionnaire there is only instructions and no place to respond to questions. The RFQ package states questions 1. Budget a-f and 2. Timeline a-h. How can we submit our responses to these questions?
Answer: Tab 4 of the Proposal Submission Questionnaire should have the questions in the excel sheet available for vendors to answer. If you are experiencing an issue with the downloaded Questionnaire, please contact Support@GoBonfire.com.

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The City Of PEMBROKE PINES

Questions & Answers

Questions 7 – 19 answered in second “Questions and Answers” document from 2/13/2024.

20) Question Regarding Section 2 – Insurance Requirements:

2.1 Indemnification 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR 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 attorneys’ fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR 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.

- The Indemnity provision in Section 2.1.2 is not complaint with §725.08 Fla. Stat. Would the City replace section 2.1.2 with the following statutorily complaint provision: The CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

Answer: At the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08.

In addition, at the time of award, the City will extend to the Contractor a preliminary draft of the agreement to allow the Contractor for an opportunity to assess the terms therein. During this review, the Contractor is encouraged to express approval or point out any modifications they deem necessary. This collaborative process aims to ensure transparency and alignment between both parties before finalizing the contractual agreement.

21) Question Regarding Section 3 – General Terms & Conditions:

3.27 INDEMNIFICATION The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. CITY reserves the right to select its own legal counsel to conduct any defense in any such

The City Of PEMBROKE PINES

proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. - Strike "and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement," as it is not compliant with §725.08 Fla. Stat.
Answer: The City Attorney's Office has made the following recommendation: Drafting the Hold Harmless and Indemnification section of the future contract to mirror Sec. 725.08, Fla. Stat., as follows: "CONTRACTOR agrees to indemnify and hold CITY, its officers, and employees harmless from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract"

22) Question Regarding Section 3 – General Terms & Conditions: General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract. - Strike this provision as it is not appropriate for a professional design services contract with a public agency.
Answer: Florida law limits the extent of indemnification and Hold Harmless provisions in design professional contracts. Sec. 725.08(2), Fla. Stat. provides "Except as specifically provided in Subsection (1), a professional services contract entered into with a public agency may not require that the design professional defend, indemnify, or hold harmless the agency, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void against the public policy of this state." The language proffered in the response to Question 21 is derived from Subsection (1), referenced above.

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The City Of PEMBROKE PINES

23) Indemnification for Design Professionals and Construction Contracts: The Successful Proposer 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 the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement - Would the City replace this section with the following statutorily complaint provision: The Successful Proposer shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.
Answer: Please refer to Question # 20 - at the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08.

24) Question Regarding Section 4 – Special Terms & Conditions: W. RIGHTS IN DATA Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required. - Change this provision to read: Except if otherwise agreed to in writing, upon payment to CONTRACTOR pursuant to the payment terms in this agreement, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.
Answer: Every document and communication produced to the City is subject to Florida's public records laws and must be produced upon request unless the document or communication falls within a statutory exemption. If the Administration chooses to incorporate Contractor's proffered language, we advise that the future agreement between the City and the Contractor incorporate document retention provisions for the Contractor providing that Contractor agrees to hold all public records within its possession and control that have not yet become the exclusive property of the City and produce the documents upon notification from the City's custodian of records that a request for said records has been made pursuant to Florida Law.

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The City Of PEMBROKE PINES

25) Question Regarding the Continuing Professional Services Agreement: ARTICLE 6 INDEMNIFICATION 6.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. 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 attorneys' fees which may issue thereon. - Would the City replace this section with the following statutorily complaint provision: The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.
Answer: Please refer to Question # 20 - at the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08.

26) Question Regarding the Continuing Professional Services Agreement: ARTICLE 22 MISCELLANEOUS 22.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes. - Change this provision to read: Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, upon payment to CONSULTANT pursuant to the payment terms in this agreement, whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.
Answer: In the absence of a statutory exemption, all documents, reports, surveys, plans, studies, and other data provided by Contractor to City are subject to Florida's public records law and must be produced pursuant to a public records request made pursuant to Sec. 119, Fla. Stat.

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The City Of PEMBROKE PINES

27) Can the City please provide information for when the new Bid Opening date and time will be?
Answer: Please see Addendum # 1.

28) We understand that we are not able to modify the spreadsheet, limiting our available space to respond. Is it permitted to have additional pages to provide further explanations? Are we limited to the space within the comment box?
Answer: The Excel sheet cell can expand to provide lengthier explanations. Any additional proposal information that would like to be included as part of the submittal, may be uploaded onto the “Additional Information” section on Bonfire.

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "A"

The City Of PEMBROKE PINES

Questions & Answers

Questions 20 – 28 answered in third “Questions and Answers” document from 2/22/2024.

29) Can the City please make the indemnification language found in Article 6 Indemnification of the Specimen Contract (pages 5-6) the same as the indemnification language found in Section 2.1.2. of the RFQ (pages 32-33)? The language in the Specimen Contract is broad form, but the indemnification language in the RFQ follows the Florida Statute 725.08.
Answer: The Specimen Contract is a sample contract. At the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08. In addition, at the time of award, the City will extend to the Contractor a preliminary draft of the agreement to allow the Contractor for an opportunity to assess the terms therein. During this review, the Contractor is encouraged to express approval or point out any modifications they deem necessary.

30) Question Regarding Section 4 – Special Terms & Conditions: U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS If applicable, the CONTRACTOR 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. - Add the following text to this provision: In the event any of CONTRACTOR’s data is subsequently used, reused, or modified in any respect without CONTRACTOR’s involvement and oversight, the CITY hereby agrees to release, indemnify, and hold CONTRACTOR harmless against any claim or damages arising from the reuse or modification of said data.
Answer: The Public Services Department has decided not to incorporate or modify the requested language at this time.

Exhibit "B"

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.	Miller Legg is extremely pleased to submit our professional qualifications for this CCNA Continuing Services Contract. In our 58 year of business, we have delivered multiple services for numerous projects to the City of Pembroke Pines and we look forward to continue to collaborate with you on future projects. Established in 1965, Miller Legg employs a staff of 39 professionals and technicians. The firm has locations in Sunrise, Miami, Tampa and Port St. Lucie. As with all continuing services contracts, we understand that projects can be small or large. No matter the scale of this Contract's projects, the Miller Legg Team will deliver to you the highest quality services. With our vast municipal experience, we can provide you unsurpassed design	
1.0.2	Describe the size of your firm.	Miller Legg employs a staff of 39 professionals and technicians.	
1.0.3	Describe your firm's financial history, strength and stability.	#Clients Response 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.Miller Legg is extremely pleased to submit our professional qualifications for this CCNA Continuing Services Contract. In our 58 year of business, we have delivered multiple services for numerous projects to the City of Pembroke Pines and we look forward to continue to collaborate with you on future projects. Established in 1965, Miller Legg employs a staff of 39 professionals and technicians. The firm has locations in Sunrise, Miami, Tampa and Port St. Lucie. As with all continuing services contracts, we understand that	
1.0.4	Describe your firm's range of activities.	Miller Legg is a statewide award-winning consulting firm that brings together the elements of environmental wetlands consulting, landscape architecture, planning, engineering, surveying, and GIS services.	

1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	Miller Legg's engineering services include: utilities design and modeling (such as surface water management, drainage system design, water and sanitary sewer design and permitting, and pump station design), utility coordination, traffic engineering, complete streets and highways design, street lighting design, pavement marking and signage design, parks and recreation design, master planning, municipal engineering, construction monitoring and full Construction Engineering Inspection (CEI) and management services.The firm's environmental consulting services include: habitat assessment and restoration planning, wetlands investigations and delineations, management plans, jurisdictional	
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	We understand that High Velocity Hurrican Zone (HVHZ) is mostly for construction, but as a South Florida firm, we work with the entire Design Team to ensure that all projects are up the Florida Building Code. G21
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.	Miller Legg is headquartered at 13680 NW 5th Street, Suite 200, Sunrise, FL 33325, just 11.3 miles from your City Hall. Our extensive knowledge of the City of Pembroke Pines started in 1965 when R.P. Legg & Associates, Inc. Surveyors and Mappers opened his office at 8120 Pasadena Boulevard. In 1995, Miller Legg moved their headquarters to 1800 N. Douglas Road, where we remained for 15 years. Miller Legg has been providing services to the City for more than 20 years - providing us with in-depth knowledge of the entire City, including its municipal facilities and infrastructure.	
1.0.8	Explain the availability and access to the firm's top level management personnel.	Miller Legg has been working successfully with numerous departments within the City of Pembroke Pines for more than 20 years. We are eager to continue working with you under this contract. Our Team of in-house staff has been collaborating with you under a variety of continuing contracts during the past few years and is eager to continue providing excellent service to you. Our relevant project experience is featured in the resumes included in the following pages of our submittal package. During this timeframe and in connection with the projects represented, our Principals and Senior Project Managers had the opportunity to work closely with several Department managers and staff. Throughout our interactions with Departmental	

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.	American Society of Civil Engineers, Miami-Dade Branch, Firm of the Year Award, 2010 CE News, Top 50 Best Civil Engineering Firms to Work For, 2009 CE News, Top 50 Best Civil Engineering Firms to Work For, 2007 CE News, Top 50 Best Civil Engineering Firms to Work For, 2003 CE News, Top 25 Best Civil Engineering Firms to Work For, 2002 Florida Institute of Consulting Engineers, Professional Development Award, 2003 Florida Trend, Annual Top Rank Florida Book of Lists – Engineering Firms, 2004-2010 Florida Trend, Best Companies to Work For, 2009, 2010 Landscape Architect & Specifier News, Florida Firms
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	a. General Civil and Environmental Engineering Services; e. Land Surveying Services; g. Landscape Architecture 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.	Miller Legg has extensive experience with many of the local municipalities in Broward County including the City of Pembroke Pines. In landscape architecture, civil engineering, environmental and surveying, compliance, codes, and standards are essential considerations to ensure that designs meet local requirements, safety standards, and environmental regulations. It's important for us to stay updated on changes in regulations, codes, and standards and we ensure our staff has the resources available to them to stay compliant. Miller Legg prides itself on its team approach to the interdisciplinary needs unique to each project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government
1.0.12	What is your reputation compared to your peers in the market?	Our firm takes great pride in our reputation within the consulting services market. We are widely recognized for our commitment to excellence, innovation and client satisfaction. We distinguish ourselves through our collaborative approach, technology and a track record of delivering projects on time and within budget. Our clients often commend us for our attention to detail, professionalism and ability to find creative, holistic solutions to complex problems. Miller Legg strives to uphold and surpass the standards set by our peers, ensuring we remain a trusted advisor and respected leader in the South Florida market.

1.0.13	What is your reputation like among customers and how have you developed it?	Miller Legg's reputation and approach is best characterized by a "partnering relationship". We dedicate ourselves to learning the culture of our clients, and their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication. This is reinforced through our tagline, Improving Communities. Creating Environments. Our reputation among clients stands as a testament to our unwavering commitment to excellence, echoed by the fact that 80% of our clients are repeat clients who entrust us with their needs time and again. Beyond their continued use of our services, many of these clients go the extra mile by personally expressing their
1.0.14	How does your service differ from similar competitors'? How do you win and retain business?	Our firm's services distinguish themselves primarily through the exceptional expertise of our professionals. Our team consists of highly skilled individuals with deep knowledge and experience across a wide spectrum of projects and disciplines. Our professional staff brings specialized expertise and insights to each project and have a proven track record of success and a thorough understanding of the unique challenges each of the projects has. Our firm's services are not only distinguished by the exceptional expertise of our professionals but also by our proven ability to win and retain business. Our success in attracting and maintaining clients can be attributed to our dedication to exceptional customer service is
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.	Miller Legg brings a personalized approach tailored to each client's specific needs, ensuring that our solutions are precisely aligned with the City's goals and objectives. Our Team comprised of highly skilled professionals with extensive experience and expertise guarantee the delivery of high quality project. Our commitment to innovations means that we leverage the latest technology and methodology to provide realistic solutions that drive tangible value for our clients. Our dedication to the City will ensure that you will receive ongoing support and proactive communication throughout the project, fostering a strong trusting relationship, further enforcing our commitment on being your trusted advisor. Our proposal highlights our

15 Questions **100.00% Complete**

Exhibit "B"

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?	Miller Legg has provided services to 3,501 clients throughout the State of Florida, as well as the Caribbean.	
2.1.2	What similar or related projects have you worked on within the past three years?	Miller Legg has 40+ active Continuing Services Contract as a prime with municipalities throughout the State. Projects within the past three years include: City of Coral Gables Cooper and Moore Parks, City of Oakland Park NE 13th Avenue Improvements, City of Lauderhill Lift Station 5 Upgrade, City of Miami Beach Chase Avenue and 34th Street Shared Path, City of Miami Fairlawn, City of Oakland Park Wag Dog Park. Additional relevant project information is included in response to 7.11.1.	
2.1.3	What challenges did you face and how did you overcome them?	Miller Legg has extensive experience on projects in which design and construction had to accommodate the client's facility/campus needs to remain operational with minimal shutdowns or interruptions to utility services, traffic, etc. At Ransom Everglades School in Miami the proposed location for the school's new 40,000 sf STEM building conflicted with an active 12" water main running through the center of the building footprint. Initially Miami-Dade Water and Sewer Department (M-D WASD) would not allow construction of the proposed building to proceed until rerouting of the existing watermain was separately designed, permitted and completed on the field. This represented a potential 8-month delay to the original project schedule.	
2.1.4	How many of your clients are repeat clients?	Approximately 70% of our clients are repeat clients.	
2.1.5	How much of your revenue is derived from managing projects similar to ours?	14% of our revenue is from Continuing Service Contracts.	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	Miller Legg & Associates	
2.2.2	Address	13680 NW 5th Street, Suite 200, Sunrise, FL 33325	
2.2.3	Contact Name	Michael Kroll, RLA, FASLA	
2.2.4	Contact Title	President	
2.2.5	Contact E-mail Address	mkroll@millerlegg.com	
2.2.6	Contact Telephone #	954.628.3651	
Reference #1: Project Information			

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2.3.1	Name of Contractor Performing the work	Miller Legg	
2.3.2	Name and location of the project	Florida Department of Transportation (FDOT) District 4 SR 5/US 1/Henry Kinney Tunnel/Las Olas Tunnel Plaza Rehabilitation #C9U96, Intersection of US 1 and Las Olas Boulevard, Fort Lauderdale, Florida	
2.3.3	Nature of the firm's responsibility on the project	As a subconsultant to Gannett Fleming, Miller Legg is responsible for providing landscape architecture, irrigation, hardscape and in-depth construction observation services for the highly urbanized US 1 corridor from I-595 to north of Broward Boulevard through the famous Henry Kinney Tunnel. Miller Legg's involvement in the high-profile project centers around the proposed Henry Kinney Tunnel Top Plaza, a 115' terraced pedestrian plaza extension over the north US 1 tunnel, and its connection south to the New River. The Plaza includes 'table topping' Las Olas Boulevard and three (3) existing plazas. The project transforms these four areas collectively into a cohesive pedestrian plaza experience, creating a unique, iconic, destination along Las Olas	
2.3.4	Project duration	65 Months	
2.3.5	Completion (Anticipated) Date	12/10/2023	
2.3.6	Size of project	3.14 mile	
2.3.7	Cost of project	Construction Cost: $10,000,000 Fees: $425,000	
2.3.8	Work for which staff was responsible	Provided Landscape Architecture, Irrigation, Hardscape and In-depth Construction Observation	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	Gannett Fleming, Inc.	
2.4.2	Address	800 NW 62nd Avenue, Suite 490, Miami, FL 33126	
2.4.3	Contact Name	Mr. Naldo Gonzalez, PE	
2.4.4	Contact Title	Vice President	
2.4.5	Contact E-mail Address	ngonzalez@gfnet.com	
2.4.6	Contact Telephone #	ngonzalez@gfnet.com	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	Miller Legg	
2.5.2	Name and location of the project	Greater Boca Raton Beach and Parks District North Park (f/k/a Ocean Breeze) Master Plan, 5800 NW 2nd Avenue, Boca Raton, FL	

Exhibit "B"

2.5.3	Nature of the firm's responsibility on the project	Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPD) to prepare a Master Plan for North Park (formerly Ocean Breeze), site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open	
2.5.4	Project duration	9 Months	
2.5.5	Completion (Anticipated) Date	11/8/2022	
2.5.6	Size of project	212-acres	
2.5.7	Cost of project	$321,550	
2.5.8	Work for which staff was responsible	Provided Planning Services.	
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	Greater Boca Raton Beach and Park District	
2.6.2	Address	300 South Military Trail, Boca Raton, FL	
2.6.3	Contact Name	Briann Harms	
2.6.4	Contact Title	Executive Director	
2.6.5	Contact E-mail Address	bharms@mybocaparks.org	
2.6.6	Contact Telephone #	561.347.3941	
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	Miller Legg	
2.7.2	Name and location of the project	City of Oakland Park Wag Dog Park, 600 NE 38th Street, Oakland Park, FL 33334	
2.7.3	Nature of the firm's responsibility on the project	To assist with the City of Oakland Park's plan to develop a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park, Miller Legg provided topographic and tree surveying, SUE, engineering and landscape architecture, opinion of probable cost and construction administration services. The firm provided schematic designs and renderings to provide off-street parking along NE 6th Avenue and NE 36th Street, sidewalk connectivity, modification to the existing jogging trail, dog park design for small and large dogs which includes landscape improvements, tree additions, canopy shelters, water stations, pet waste stations, benches and asphalt walking paths. This project was completed under Miller Legg's continuing services	
2.7.4	Project duration	44 months	

Exhibit "B"

2.7.5	Completion (Anticipated) Date	01/05/2024	
2.7.6	Size of project	1-acre	
2.7.7	Cost of project	Construction Cost: $1,200,000 Fees: $156,595	
2.7.8	Work for which staff was responsible	Provided Topographic and Tree Surveying, Subsurface Utility Engineer (SUE), Engineering and Landscape Architecture services as well as an opinion of probable cost.	
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	City of Oakland Park	
2.8.2	Address	5499 N Dixie Highway, Suite 3, Oakland Park, FL 33334	
2.8.3	Contact Name	Luis Pacheco	
2.8.4	Contact Title	Project Manager	
2.8.5	Contact E-mail Address	luis.pacheco@oaklandparkfl.gov	
2.8.6	Contact Telephone #	954.630.4424	
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	Miller Legg	
2.9.2	Name and location of the project	City of Lauderhill Lift Station 5 Upgrade	
2.9.3	Nature of the firm's responsibility on the project	Under our engineering continuing services contract with the City of Lauderhill, Miller Legg was retained for civil engineering and surveying services for Lift Station #5. Along with preparation of a boundary and topographic survey, the surveying scope included use of a 3D Lidar scanner for a specific purpose survey to secure wet and dry well measurements and a 360 degree inspection capability for client. The firm performed a due diligence investigation related to feasibility and design to connect the existing Lift Station #5 to an existing 16" force main. The scope also includes construction documents, bidding assistance and construction administration /observation services.	
2.9.4	Project duration	36 months	
2.9.5	Completion (Anticipated) Date	10/15/2024	
2.9.6	Size of project	Not Applicable	
2.9.7	Cost of project	$169,104	
2.9.8	Work for which staff was responsible	Provided Civil Engineering and Surveying services.	
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	City of Lauderhill	
2.10.2	Address	7500 West Oakland Park Boulevard, Lauderhill, FL 33313	
2.10.3	Contact Name	Herb Johnson	
2.10.4	Contact Title	Utilities Director	
2.10.5	Contact E-mail Address	hjohnson@lauderhill-fl.gov	

2.10.6	Contact Telephone #	954.730.4207	
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	Miller Legg	
2.11.2	Name and location of the project	City of Homestead Biscayne-Everglades Greenway Trail, C-103 Canal, Homestead, Florida	
2.11.3	Nature of the firm's responsibility on the project	Among the services Miller Legg provided for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project were landscape architectural, engineering, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT. Topographic and SUE services were delivered. The scope included engineering	
2.11.4	Project duration	56 Months	
2.11.5	Completion (Anticipated) Date	03/10/2023	
2.11.6	Size of project	3.2 miles	
2.11.7	Cost of project	Construction $2,000,000 Fees: $257,600	
2.11.8	Work for which staff was responsible	Services provided include Civil Engineering, Surveying, Environmental Services and Landscape Architecture.	
75 Questions			**100.00% Complete**

Exhibit "B"

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.	Miller Legg understands that the City of Pembroke Pines is seeking various disciplines to assist the City's Public Works Department with tasks which may include the services we are submitting for including Civil Engineering, Environmental, Land Surveying Services and Landscape Architecture Services. These tasks will not exceed $4 million for construction or $500,000 for individual studies. These tasks may include new buildings of construction types, additions and/or renovations, stand-alone accessory structures, play surfaces/areas/equipment, drainage issues, and roadway type construction/modifications, among others. Miller Legg is committed to our	
3.0.2	Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.	As stated in Q 3.0.1, knowing City Standards, Codes and Engineering Standards allows us to strategically move the project through the permitting process. At the end of the design phase and prior to construction documents, Miller Legg will commence the permitting and approval process. It is critical to have early coordination meetings with relevant agencies on the design and environmental impacts associated with each project. These agencies will review specific issues such as stormwater and transportation, as well as environmental and tree issues. In addition to the City itself, anticipated permitting agencies which may be involved in associated projects could include: Broward County, Florida Department of	
3.0.3	Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.	Miller Legg's experience spearheading engineering permits and supporting studies for both public and private sector clients is one of the cornerstones of our success. This permitting expertise has allowed Miller Legg to assist municipal, higher education and healthcare clients with permitting across South and Central Florida. As a result, we have dealt with all local, County, State and Federal Agencies potentially having jurisdiction over projects within the City of Pembroke Pines such as South Broward Drainage District, Florida Department of Health, Broward County, FDOT and SFWMD among others. For clients with multiple facilities or campuses such as the School Board of Broward	

3.0.4	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	Miller Legg is well versed with Continuing Services Contracts and has tremendous depth with built-in redundancy to handle multiple projects at the same time under this Contract. The Team has had many successes teamed together with public clients in South Florida. We also draw upon statewide and national experience to expedite and perform the tasks outlined in the Scope of Services for the City of Pembroke Pines CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping Contract. We understand that projects assigned to us through this Contract may be small or large, with quick turnarounds, or longer, multi-phased projects. The scope includes general utility engineering, environmental	
3.0.5	Identify any issues or concerns of significance that may be appropriate.	It is often a good practice to be proactive and conduct meetings with internal reviewers at the City and other agencies as these are sometimes under staffed which may result in prolonged review turnaround time frames.	
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	Ensuring the quality of services is crucial for maintaining as our client's trusted advisor. Some criteria that we use to measure the quality of our service include reliability, responsiveness, assurance, client feedback, client evaluation and securing additional work with the client. •Miller Legg ensures our ability to deliver our services accurately and on a consistent basis, proving to our clients our reliability. •At the beginning of each task/project, the Miller Legg Team will provide the City with our contact information including cellphone and email address to affording our client multiple ways to reach us, allowing us to respond quickly and effectively to any inquiry, request or issue. •Our Team will work as an extension of the City's staff to	
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?	Miller Legg is committed to producing cost-efficient and high-quality deliverables through significant quality control procedures. Given that historical surveys and available as-built information used during the design phase of a project is not always 100% accurate, discrepancies from information shown on plans versus actual field conditions are often encountered. We would not necessarily classify these as errors or mistakes. Miller Legg is engaged with the contractor during construction phase of a project to provide reviews and responses to field RFI's specially those which may require an expedited resolution in order to avoid impacts to the project schedule or budget.	

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.	Miller Legg is committed to producing cost-efficient and high-quality deliverables through significant quality control procedures. A designated QA/QC official for each discipline will lead the team in following Miller Legg's quality assurance process for any project to be awarded under this contract. Our QA/QC staff have considerable experience in this role for complex, multi-task projects and will review all work to ensure it meets our rigorous standards. Quality assurance and quality control stages are interrelated in a sequence which forms our Quality Control Process logic. Quality Assurance begins with a thorough review of the project scope and defining key issues to be addressed with City staff and adherence to	
8 Questions			**100.00% Complete**

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Exhibit "B"

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.	Constant communication with the City's designated project manager and other stake holders is key to delivering a project on budget. Miller Legg will coordinate and conduct periodic progress meetings as well as perform value engineering throughout the design and permitting phase to ensure the project's scope remains within budget. Miller Legg will work with the City and other stake holders to identify and address elements of the scope that may need to be revised or modified to remain within budget.	
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?	Miller Legg strives to monitor and track every step of the design process so that change orders are always avoided during construction. In a small percentage of projects, field changes due to unforeseen conditions occur. When these field changes result in a change order by the contractor, Miller Legg expedites reviews and recommendations of cost effectives alternatives that can be implemented to minimize cost and schedule impacts.	
4.1.4	Tell me about a time when you went over budget. How did you handle the situation?	We have not encountered a situation where Miller Legg went over budget as we design to our client's budget. However we have dealt with various instances of projects going over budget due to unforeseen conditions. When encountering these situations our commitment to our clients is to help minimize the impact to the project budget by finding the most cost effective solution. During construction of the Citizen M Hotel in Miami Beach the contractor uncovered an electrical duct bank not previously shown on any surveys, as-builts or record drawings. The duct bank was blocking the path making it impossible to connect the sanitary sewer lateral from the hotel to the municipal sewer main on public right-of-way via gravity. Miller Legg expedited the	

4.1.5	What cost-saving measures do you implement at your firm?	Miller Legg utilizes several methods for ensuring that our designs remain within the Project Cost Budget that the City establishes. First, we uphold the project budget through strict observance of the project schedule and our quality assurance program because design flaws and delays usually result in construction cost overruns. Second, we complete a preliminary construction cost estimate at every submittal to ensure our design is within the cost requirements or to determine whether value engineering alternatives can be incorporated without impacting the purpose set forth by the City. Third, changes in scope or design direction will be discussed with the City Project Manager to ensure that everyone understands the ramifications	
4.1.6	Who will be in charge of maintaining the budget on projects?	The Project Manager will be in charge of maintaining the budget for the projects that may be assigned under this contract. Our Team will meet internally on a weekly basis to review the project and discuss any issues or concerns. Conducting frequent status and progress meetings in which the budget is carefully assessed and monitored to prevent discrepancies as the project progresses allows the project to stay within budget while other aspects continue to evolve and change.	
4.1.7	How many accounts is this person assigned to at a given time?	The Project Manager generally handles multiple projects at a time, anywhere from as few as three, up to ten. For a continued services contract, it is typical for a Project Manager to handle that account alone. It is important to emphasize that Miller Legg does not sacrifice its commitment to excellent client service by overloading any of its staff specially Project Managers.	
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.	Constant communication with the City's designated project manager and other stake holders is key to delivering a project on budget. Miller Legg will coordinate and conduct periodic progress meetings as well as perform value engineering throughout the design and permitting phase to ensure the project's scope remains within budget. Miller Legg will work with the City and other stake holders to identify and address elements of the scope that may need to be revised or modified to remain within budget.	
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?	Each individual project possesses its own unique turnaround time, influenced by factors such as project scope, complexity, resources allocated, and external dependencies. Understanding these nuances is critical for effective project management, as it allows for tailored strategies to optimize timelines while maintaining quality standards. Miller Legg has weekly staff meetings to allow for proper allocation of resources, allowing us to address each project's needs and requirements.	
4.2.4	What is your average on-time completion rate?	Miller Legg strives to provide services to our clients in an expeditious manner and meet project deliverable deadlines 100% of the time, our current on-time completion rate is approximately 97%. We are proud of our track record of on-time / on-schedule completion.	
4.2.5	How many projects do your teams typically take on at a given time?	Depending on the complexity of the project, and projects awarded to us, Miller Legg can work on approximately 90-120 projects among the four disciplines (Civil Engineering, Environmental, Surveying and Landscape Architecture) within our Firm. Our projects range from a one-day survey job to a longer duration such as a design/build project where we team with other firms. We carefully manage our workload at our weekly meetings ensuring that each project has the proper staffing support.	
4.2.6	Tell me about a time when the project timeline was delayed. How did you handle the situation?	We have encountered situations where projects have been delayed due to construction funding. On some projects we were asked to continue our work on specific project tasks as per contract. On other projects we were asked to hold work until further notice. Recently during COVID multiple projects were delayed, including the Florida Department of Transportation (FDOT) District 4 SR 5/US 1/Henry Kinney Tunnel/Las Olas Tunnel Plaza Rehabilitation. Miller Legg continued to meet with the client and design team through video calls to continue moving the project forward and hit project milestones.	

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.	Miller Legg approaches each project using a design process to meet our clients' needs and deliver desirable and sustainable public spaces. The Firm's typical project design process is the following: 1. Evaluation of Existing Conditions 2. Collaboration with Stakeholders 3. Design Stage 4. Preparation of Construction Documents 5. Implementation and Construction Evaluation of Existing Conditions: This step establishes the project's pre-existing constraints and improvement opportunities. Prior to design, we review existing infrastructure, community context, pedestrian / vehicular use, climate, adjacent	
4.2.8	Describe the firm's knowledge and experience with scheduling.	Miller Legg's Project Manager will conduct project kick-off sessions with Team members to discuss and review project objectives, the City's expectations, scopes and deliverables, budgets, schedules, constraints and limitations, background and other available information and guidelines for internal coordination, documentation and quality control/assurance procedures. Depending upon the length and / or complexity of the project, status meetings will be held with the City's Project Manager to review project goals, milestones, and delivery dates. Upon project completion, we recommend a close-out meeting with City staff to review our Team's execution of the project to ensure consistent performance or make adjustments to be applied to	
15 Questions			**100.00% Complete**

Exhibit "B"

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.	Miller Legg's recent workload includes a variety of projects throughout Florida which are listed below. Buckingham Plaza Drainage Evaluation Delray Beach Germantown Road Complete Streets Improvements Florida Atlantic University (FAU) Basketball Training Facility Feasibility Study Florida International University (FIU) Center for Tropical Botany Landscape Architecture Miami Dade College Medical Campus Plaza Renovation Engineering Services Nicklaus Children's Hospital (NCH) Palmetto Bay Outpatient Center Sanitary Sewer Improvements City of Plantation PD&E and Design Midtown Bridge Improvement Landscape Architecture and	
5.0.2	Current Workload: Describe your current workload.	Miller Legg's current workload includes a variety of projects throughout Florida, including a list of representative projects below. City of Coconut Creek Oak Trails Park Improvements Miami-Dade County PROS Biscayne Everglades Greenway Trail Segment D Phase 2 Town of Jupiter Parks and Recreation Master Plan Town of Davie Governor Leroy Collins Farm Park Town of Davie Parks and Recreation Master Plan City of Miami EG Sewell Park Palm Beach Atlantic University Rinker Business School Miami Gardens Rolling Oaks Park Victoria Park Environmental Services Hollywood Beach Golf Course & Clubhouse Miami-Dade County Francisco	
5.0.3	Projected Workload: Describe your projected workload.	Miller Legg's projected workload includes a variety of projects throughout Florida, including a list of representative projects below. University Drive Force Main Project Boca Padel Club at North Park Miami-Dade County PROS Eureka Villas Park Miami-Dade County Intermodal Station City of Lauderhill Miscellaneous Professional Services School Board of Broward County Surveying Continuing Services Contract Town of Davie Parks and Recreation Master Plan Port St. Lucie Professional Landscape Architecture Services Miami-Dade County PROS Nature Based Playground at Colonial Park Drive Pinellas Park Professional	
3 Questions			**100.00% Complete**

Exhibit "B"

Question Set 6: Contact Information Form

#	Question	Response	Comment
Company Information			
6.1.1	Company Name	Miller Legg	
6.1.2	Company Address	13680 NW 5th Street, Suite 200, Sunrise, FL 33325	
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	Micheal Kroll, RLA, FASLA	
6.2.2	Contact Ttile	President	
6.2.3	Contact E-mail Address	mkroll@millerlegg.com	
6.2.4	Contact Telephone Number	954.628.3651	
Authorized Approver			
6.3.1	Contact Name	Micheal Kroll, RLA, FASLA	
6.3.2	Contact Title	President	
6.3.3	Contact E-mail Address	mkroll@millerlegg.com	
6.3.4	Contact Telephone Number	954.628.3651	
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.	Joaquin Mojica, PE	
6.4.2	Contact Title	Regional Engineering Manager	
6.4.3	Contact E-mail Address	jmojica@millerlegg.com	
6.4.4	Contact Telephone Number	954.628.3608	
15 Questions			**100.00% Complete**

Exhibit "B"

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.	The firm was originally incorporated on April 1, 1965 in Florida as R.P. Legg & Associates, Inc. Surveyors and Mappers as a survey firm. Robert H. Miller & Associates, Inc. Consulting Engineers, was formed in 1976 and was located at 4800 SW 64th Avenue, Davie, FL 33314 as an engineering firm. The two firms merged in 1995 and became Miller Legg, headquartered in Pembroke Pines at 1800 N. Douglas Road, Pembroke Pines, FL 33024. The firm has since relocated its headquarters to Sunrise.	
7.1.2	At what address was that business located?	R.P. Legg & Associates, Inc. Surveyors and Mappers located at 8120 Pasadena Boulevard, Pembroke Pines, FL 33024. Robert H. Miller & Associates, Inc. Consulting Engineers was located at 4800 SW 64th Avenue, Davie, FL 33314.	
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.)	Yes	Miller Legg is listing HSQ Group for additional Surveying support. HSQ Group is a South Florida firm with offices in Sunrise, Boca Raton, and Miami. We do not expect HSQ Group to perform more than 10% of the contract amount. Miller Legg will primarily use our own Survey staff to perform the required projects issued, but if required, HSQ Group wil provide additional Survey support.
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.	None	
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).	None	
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.	Due to the number and variety of projects completed by Miller Legg, either as a prime consultant or a Subconsultant, we are occasionally subject to legal proceedings in the ordinary course of business. None of these pending matters, even if decided against our firm, has a material effect on our financial statement or harms our ability to serve our clients, since they are typically covered by insurance, and we consider them without merit. Occasionally our firm will file a suit against a client for unpaid fees. Below is a summary of legal matters and lawsuits within the last 10 years: Date: 03/2023; Case name: Royal Estates of Cooper City Homeowner's Association; ID Number: N/A; Name of	
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.	None	
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.	Miller Legg currently holds Continuing Services Contracts with several local municipal clients providing Civil Engineering, Environmental, Surveying and Landscape Architecture to the Cities of Coconut Creek, Coral Gables, Coral Springs, Dania Beach/CRA, Homestead, Lauderdale Lakes, Lauderhill, Pembroke Pines, Miami, Miami Beach, Plantation, Pompano Beach, Sunny Isles Beach, Tamarac and Town of Davie. Select Projects performed under these contract during the past three years include City of Coconut Creek Oak Trails Park Improvements: Providing landscape architecture, arboriculture, irrigation, civil engineering, permitting and surveying services for the expansion of the existing park to a passive	
12 Questions			**100.00% Complete**

Exhibit "B"

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.	No	Miller Legg does not have any Lobbyists.

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**

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Exhibit "B"

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. Kroll, RLA FASLA

Digitally signed by Michael D. Kroll, RLA FASLA
Date: 2024.02.27 09:28:48 -05'00'

Title President

Name of Company Miller Legg

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION				
Company Name (Legal Name as filed with IRS)	**Miller, Legg & Associates, Inc.**			
Doing Business As (DBA)	**Miller Legg**			
Primary Business Address	**13680 NW 5th Street**			
	Suite 200			
	City:	**Sunrise**		
	State:	**Florida**	**Zip:**	**33325**
	Country:	**United States of America**		
Remit To Address	**13680 NW 5th Street**			
	Suite 200			
	City:	**Sunrise**		
	State:	**Florida**	**Zip:**	**33325**
	Country:	**United State of America**		
Order From Address	**13680 NW 5th Street**			
	Suite 200			
	City:	**Sunrise**		
	State:	**Florida**	**Zip:**	**33325**
	Country:	**United State of America**		
Foreign Entity (Yes/No)	**No**			
Telephone Number	**954.436.7000**			
Primary Company E-mail	**info@millerlegg.com**			
Fax	**954.493.6539**			
Website	**www.millerlegg.com**			
DUNS	**03-870-0035**			
Independent Contractor (Yes/No)	**Yes**			
Identification Number	**SSN:**	N/A	**FID:**	**65-0563467**

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)	**Leslie Hernandez**		
Description/Title/Position	**CFO**		
Phone (Voice)	**954.628.3642**		
Phone (Text)	**N/A**	**Opt In (Y/N):**	**N**
Fax	**954.493.6538**		
E-mail	**lhernandez@millerlegg.com**		

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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.

Miller, Legg & Associates, Inc.

2 Business name/disregarded entity name, if different from above

Miller Legg

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.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13680 NW 5th Street Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Sunrise, FL 33325

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

6	5	–	0	5	6	3	4	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ Leslie Hernandez Date ▶ 2/12/2024

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.*

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Exhibit "B"

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)				
Doing Business As (DBA)				
Primary Business Address				
	City:			
	State:		**Zip:**	
	Country:			

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

Professional License Information		
License Type	**License Number**	**Expiration**

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

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

City of Pembroke Pines

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

1. This sworn statement is submitted Miller Legg
(name of entity submitting sworn statement) whose business address is
13680 NW 5th Street, Suite 200, Sunrise, FL 33325
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0563467. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Michael Kroll, RLA, FASLA 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

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	Miller Legg Company	2/15/24 Date

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Exhibit "B"

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

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;

☐ **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: Miller Legg

AUTHORIZED OFFICER NAME / SIGNATURE: Michael D. Kroll, RLA FASLA

Digitally signed by Michael D. Kroll, RLA FASLA
Date: 2024.02.15 14:47:34 -05'00'

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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.

Michael D. Kroll, RLA FASLA Digitally signed by Michael D. Kroll, RLA FASLA Date: 2024.02.15 15:03:31 -05'00'	Michael Kroll, RLA, FASLA	Miller Legg
Authorized Signature	Authorized Signer Name	Company Name

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Michael Kroll, RLA, FASLA, President (Print Name and Title), on behalf of Miller Legg (Company Name),

certify that Miller Legg (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.

Miller Legg	Michael Kroll, RLA, FASLA	President
Company Name	Print Name / Signature	Title

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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.

COMPANY NAME: Miller Legg

PRINTED NAME / AUTHORIZED SIGNATURE: Michael Kroll, RLA, FASLA, President

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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) PREFEREENCE 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: Miller Legg

PRINTED NAME / AUTHORIZED SIGNATURE: Michael D. Kroll, RLA FASLA Digitally signed by Michael D. Kroll, RLA FASLA Date: 2024.02.15 15:33:46 -05'00'

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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	Michael Kroll, President Printed Name and Title of Contractor's Authorized Official
Miller Legg Contrator / Name of Company	2/27/24 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	Michael Kroll, President Printed Name and Title of Contractor's Authorized Official
Miller Legg Contrator / Name of Company	2/27/24 Date

Standard Form LLL

Exhibit "B"

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:** Michael Kroll, President ____ 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, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
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:** _____

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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 employeeof 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 organizationallevel 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

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State of Florida
Department of State

I certify from the records of this office that MILLER, LEGG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1995.

The document number of this corporation is P95000021117.

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 17, 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 Seventeenth day of January, 2024

Secretary of State

Tracking Number: 7542449137CC

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

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

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Exhibit "B"

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	3. SOLICITATION OR PROJECT NUMBER
1/23/2024	RFQ # PSPW-23-20

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Michael Kroll, RLA, FASLA, President

5. NAME OF FIRM
Miller Legg

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
954.628.3651	954.493.6539	mkroll@millerlegg.com

C. PROPOSED TEAM

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

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Miller Legg **[X]** CHECK IF BRANCH OFFICE	13680 NW 5th Street, Suite 200 Sunrise, FL 33325	Prime
b.	X			Miller Legg **[X]** CHECK IF BRANCH OFFICE	1845 NW 112th Avenue, Suite 211 Miami, FL 33172	Prime
c.				CHECK IF BRANCH OFFICE		
d.				CHECK IF BRANCH OFFICE		
e.				CHECK IF BRANCH OFFICE		
f.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM **[X]** *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION
MANDATORY USE DATE OF FORM 6/2004

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS

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Exhibit "B"

Organizational Chart

The City Of PEMBROKE PINES Florida

MICHAEL KROLL, RLA, FASLA
Principal-in-Charge /
Senior Landscape Architect

JOAQUIN MOJICA, PE
Civil Manager

MARTIN ROSSI, PSM
Survey Manager

BRIAN SHORE, RLA
Landscape Manager

CIVIL ENGINEER / ENVIRONMENTAL

WILLIAM SCHIPSKE, PE
Senior Engineer / QA/QC

PETER PELLERITO, PE
Senior Engineer

MARTIN GRINBANK
Senior Engineer

JAVIER LOPEZ GONZALEZ, PE, ACU 3D
Project Engineer

DRONIX SUAREZ, EI
Project Engineer

CARLOS VAZQUEZ, EI
Project Engineer

ANTHONY HUDSON
Construction Management

DYLAN LARSON, SPWS, CEP, GTA
Senior Environmental Specialist

WILLIAM MOHLER, CA, TRAQ, PWS, CLI
Senior Environmental Specialist

MATTHEW DANCHO, MS, CA
Environmental Specialist

KEVIN CHASKALSON
Environmental Technician

LAND SURVEYING

SANDRO ELVIR, CST I
Senior CAD Technician

LARISA PODOLSKAYA, CST I
Senior CAD Technician

SURVEY CREWS

HSQ GROUP Inc.

NORIETTE J. ALVAREZ, PSM
Professional Surveyor

GREGORY T. WERNER
Survey Technician

LANDSCAPE ARCHITECTURE

MIGUEL JUNCAL, RLA, CA
Landscape Architect

MICHAEL BRADLEY, RLA
Landscape Architect

LIUDMILA FUENTES, MLA
Landscape Designer / Planner

ANDREW PEREDA, MLA
Landscape Designer

NELSON PEREZ
Landscape Designer

JESSICA ROMER
Landscape Designer

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Kroll, RLA, FASLA	Principal-In-Charge / Senior Landscape Architect	38	36

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Landscape Architecture / Graduate Studies / Urban and Regional Planning	FL / Registered Landscape Architect KY / Registered Landscape Architect SC / Registered Landscape Architect TX / Registered Landscape Architect

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
During his extensive career, Mr. Kroll, President of Miller Legg, has been actively involved in projects ranging from campus-wide educational facilities to international urban redevelopment projects. Mr. Kroll's diverse professional experience has led to projects that successfully integrate engineering, environmental, planning and landscape architectural services. Under his leadership, Miller Legg develops project solutions that respond to the natural environment, respect the social fabric and create sustainable aesthetic spaces.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines D/B Taft Street Improvements *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Principal-In-Charge: Scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines Streetscape Design Guidelines *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Principal-In-Charge: City wide Streetscape Master Plan which also included the creation of context sensitive design guidelines for the roadway corridors throughout the City including accommodations for mobility. This looked at both the corridor segment and intersection component. Corridor segment components included: median plantings, 'Side of Road' (along the right-of-way or street edge) plantings, street trees and specialty plantings. Intersection segment components included: Median nose treatments, crosswalks, expanded pedestrian plazas at the corners, specialty items and icons.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines Academic Village *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Principal-In-Charge: The Academic, Environmental and Outdoor Village is an environmentally-sustainable project that the City of Pembroke Pines, Broward County, undertook in order to provide educational opportunities for the community and protect and preserve the natural ecosystem.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Weston Parks & Recreation Master Plan *(Weston, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION *(If Applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Principal-In-Charge: Developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities.

e.

(1) TITLE AND LOCATION *(City and State)*: Town of Lauderdale-By-the-Sea Poinciana/Bougainvillea Roadway and Parking Improvements *(Lauderdale By-the-Sea, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If Applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Principal-In-Charge: Under the firm's Continuing Services Contract, provided design and permitting services for parking, roadway and landscape architectural improvements for the Poinciana Street and Bougainvillea Drive area north of Commercial Boulevard to alleviate congestion along the parallel corridor of SR A1A. Services included: roadway and parking area design, signing and pavement marking, lighting, utility coordination, permitting, landscape, hardscape and irrigation, and pre- and post-construction observation services.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Joaquin Mojica, PE	Civil Manager	25	8

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Civil Engineering	FL / Registered Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Mojica has extensive project management, design and permitting experience in Florida and the Caribbean. He has provided civil engineering design and management services to both private and public sector clients. As Regional Engineering Manager, Mr. Mojica's responsibilities include preparation of proposals, negotiation of engineering contracts, client relations, project reporting, scheduling, budgeting, management of technical staff and subconsultants, design, and permitting. He is highly skilled in CAD/Civil 3D, ICPR and PONDS software.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Lauderhill Sports Park *(Lauderhill, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION *(If Applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Civil Manager: Provided civil engineering design, stormwater permitting, landscape architecture, irrigation design, construction specifications and bidding assistance services for proposed amenities improvements at the 12-acre park. Replacement of the baseball field and cricket pitch natural grass with synthetic turf and the football scoreboard replacement tasks have been finalized. Completed design of the playground area wood chip surface conversion to synthetic turf, playground shade, modifications to portions of the fitness trail and the addition of new fitness stations trail and exercise equipment.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If Applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Civil Manager: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If Applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Civil Manager: Services provided for this 3.2 mile, 12-foot-wide shared-use trail project were landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City and FDOT.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Miramar Historic Public Safety Complex *(Miramar, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If Applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Civil Manager: Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City of Miramar, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park NE 13th Avenue Improvements *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Civil Manager: Under our Continuing Services Contract providing survey and civil engineering services for the proposed stormwater management and sidewalk improvements along the NE 13th Avenue 3-mile corridor which entails providing sidewalks, new driveway connections and stormwater system improvements to connect the various streets east and west of NE 13th Avenue to the existing 72-inch drainage pipeline in NE 13th Avenue.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Peter Pellerito, PE	Senior Engineer	34	6

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Engineering	FL / Registered Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Pellerito has extensive experience and expertise in both small and large-scale municipal and private sector, high-complexity infrastructure projects. Peter has successfully led multidisciplinary teams in planning and design on a wide range of civil engineering projects. His project experience encompasses soil and groundwater remediation; water treatment and wastewater pre-treatment systems; water and wastewater pump stations and transmission lines; site planning; earthwork; drainage systems; paving and grading; erosion control / stormwater pollution prevention; roadway design and specifications. He is proficient in Civil 3D, Traffic Impact Statement analysis, open channel flow modeling, and lift station design.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Lauderhill Lift Station 5 Upgrade *(Lauderhill, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If Applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Under our continuing services contract, provided civil engineering and surveying services. Along with preparation of a boundary and topographic survey, the surveying scope included use of a 3D Lidar scanner for a specific purpose survey to secure wet and dry well measurements and a 360-degree inspection capability for client. The firm performed a due diligence investigation related to feasibility and design to connect the existing Lift Station #5 to an existing 16" force main. The scope also includes construction documents, bidding assistance and construction administration

b.

(1) TITLE AND LOCATION *(City and State)*: City of Dania Beach Southeast Drainage Improvements Phase 2 *(Dania Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Provided civil engineering, permitting and landscape architecture services for this drainage improvement project which addressed flooding issues at the 103-acre neighborhood bounded by SE 3 Street to the North, SE 2 Ave to the West, SE 7 Street to the South and SE 5 Avenue to the East. Drainage solutions included pump stations, drainage wells, and exfiltration trenches to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project

c.

(1) TITLE AND LOCATION *(City and State)*: City of Delray Beach Pompey Park Community Center and Campus Design *(Delray Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Miller Legg will assist with community outreach and relevant City agency design review presentations throughout the process. Permitting coordination will be conducted with the City Engineering and Water and Sewer departments, Lake Worth Drainage District and Palm Beach County Health Department.

d.

(1) TITLE AND LOCATION *(City and State)*: City of West Palm Beach (WPB) Omar Road Improvements *(West Palm Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Surveying and engineering services associated with analysis of the existing drainage system from Omar Road north along Parker Avenue and west to Belvedere Road and I-95. This road experiences significant flooding during short duration high intensity storm events. Evaluated contributing factors, provided potential mitigation solutions and an opinion of probable costs for such prospective solutions.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Miramar Historic Public Safety Complex *(Miramar, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If Applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City of Miramar, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Javier Lopez Gonzalez, PE	Project Engineer	11	1

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Civil Engineering	FL / Registered Professional Engineer FL / Autodesk Autocad Civil 3D Certified

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Lopez Gonzalez is a Project Engineer with a significant background in a variety of civil engineering projects for both public and private sector clients. His experience includes site development including water, sewer, paving, drainage, as well as parks and recreation, higher educational facilities and healthcare projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park NE 13th Avenue Improvements *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Under our Continuing Services Contract providing survey and civil engineering services for the proposed stormwater management and sidewalk improvements along the NE 13th Avenue 3-mile corridor which entails providing sidewalks, new driveway connections and stormwater system improvements to connect the various streets east and west of NE 13th Avenue to the existing 72-inch drainage pipeline in NE 13th Avenue.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Lauderhill Lift Station 5 Upgrade *(Lauderhill, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Under our engineering continuing services contract with the City of Lauderhill, Miller Legg was retained for civil engineering and surveying services for Lift Station #5. Along with preparation of a boundary and topographic survey, the surveying scope included use of a 3D Lidar scanner for a specific purpose survey to secure wet and dry well measurements and a 360-degree inspection capability for client. The firm performed a due diligence investigation related to feasibility and design to connect the existing Lift Station #5 to an existing 16" force main. The scope also includes construction documents, bidding assistance and construction administration /observation services.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Delray Beach Pompey Park Community Center and Campus Design *(Delray Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Miller Legg will assist with community outreach and relevant City agency design review presentations throughout the process. Permitting coordination will be conducted with the City Engineering and Water and Sewer departments, Lake Worth Drainage District and Palm Beach County Health Department.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Gardens Rolling Oaks Regional Park *(Miami Gardens, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Providing civil engineering, landscape architecture, surveying and SUE services for renovation of Rolling Oaks Regional Park including a recreation building, renovated restroom facilities, expansion of walking trail with lighting, distance marker, and exercise stations, new pavilions, new parking lot, refurbished basketball and tennis courts, new fencing, new shaded playgrounds, new landscaping and irrigation, addition of horseshoe pits, sand volleyball, mini golf and splashpad.

e.

(1) TITLE AND LOCATION *(City and State)*: Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

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	
		a. TOTAL	b. WITH CURRENT FIRM
Martin Grinbank	Senior Engineer	30	2

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Civil Engineering	FL / Local Technical Assistance Program

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
With a 28+ year civil engineering career in South Florida, Mr. Grinbank has led a range of multi-discipline, multi-office teams through the development and execution of a wide array of public and private sector projects. He is experienced in all aspects of land development civil engineering facets and is highly proficient in all relevant industry software.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Coconut Creek Oak Trails Park Improvements *(Coconut Creek, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Providing landscape architecture, arboriculture, irrigation, civil engineering, permitting and surveying services for the expansion of the existing park to a passive park while renovating an existing 2,000 SF building for classroom and restroom facilities. The design shall provide LEED certification while adhering to a $2.5 million project budget, partially funded by The Florida Communities Trust (FCT) grant requirements.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Lummus Park Historic District Basketball Court Refurbishment *(Miami, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Providing an analytical review of the existing drainage conditions, conceptual guidelines and recommendations for refurbishment of the existing basketball court, design and construction plans for permitting through City of Miami and Miami-Dade County DERM and construction documents.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park NE 13th Avenue Improvements *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Under our Continuing Services Contract providing survey and civil engineering services for the proposed stormwater management and sidewalk improvements along the NE 13th Avenue 3-mile corridor which entails providing sidewalks, new driveway connections and stormwater system improvements to connect the various streets east and west of NE 13th Avenue to the existing 72-inch drainage pipeline in NE 13th Avenue.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Roberto Clemente Park Turf Study *(Miami, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Engineer: Roberto Clemente Park and the associated building provide outdoor and indoor sports programs and facilities. As part of the preparation for the Park resurfacing efforts, Miller Legg prepared a Turf Study describing options for natural and synthetic turf with and without underdrain/drainage system and maintenance costs.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Pompano Beach Fire Station 24 *(Pompano Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Senior Engineer: Engineer for the design, permitting, and construction certification of this 16,000 SF LEED-certified facility.

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	
		a. TOTAL	b. WITH CURRENT FIRM
Dronix Suarez, EI	Project Engineer	13	1

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Civil Engineering Associates Degree / Civil Engineering	FL / Engineer Intern FL / FDEP Qualified Stormwater Management Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Suarez is a Project Engineer with an expansive project management background in civil engineering for both public and private sector clients. He has robust site development (water, sewer, paving, drainage) as well as highway and roundabout design and as-built experience. He has a proven track record of turning around challenging projects and applying problem solving skills to overcome obstacles. Mr. Suarez has highly developed engineering software skills across a number of platforms including Autodesk Civil 3D, ICPR 4, ICS-100, ICS-200, Stormwater Management Inspector Certificate. Mr. Suarez has served overseas as a Corporal in the US. Marine Corps.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Miami-Dade County. Integrated Command & Communications Center (IC3) Lightspeed Facility *(Sweetwater, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer: Interior renovation of the existing Lightspeed Facility in Sweetwater for conversion to new Miami-Dade County departmental office space, construction of a new 12-story parking garage and critical mobile assets for various departments. Miller Legg provides civil engineering, landscape architecture and irrigation design, agency permitting assistance and construction administration services. Tree disposition and permitting is included.

b.

(1) TITLE AND LOCATION *(City and State)*: School Board of Broward County (SBBC) Drainage Permit Recertification *(Broward County, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer: Providing drainage license recertification for the schools and facilities. These stormwater operation and maintenance permits are required to be renewed every 5 years. The work effort includes obtaining work permits, inspecting drainage structure sites, generating a maintenance cost estimate and contractor proposal review, post-maintenance site inspections and reporting and preparation, submittal and distribution of permit recertification applications. Since 2018, the firm has assisted with permit renewal for over 26 SBBC locations under the drainage jurisdiction of various agencies. This work is performed under the firm's Civil Engineering Continuing Services Contract.

c.

(1) TITLE AND LOCATION *(City and State)*: Miami-Dade County Parks, Recreation & Open Spaces (PROS) Biscayne Everglades Greenway Trail Segment D Phase 2, *(Miami-Dade County, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer: Providing civil and traffic engineering, surveying, SUE, environmental and permitting services for the 2.5-mile Segment D paved bicycle/pedestrian trail and roadway of the Biscayne Trail project, which will be maintained by the Miami-Dade County Parks, Recreation and Open Spaces Department. Miller Legg previously provided this overall scope of services for another segment of the Biscayne-Everglades Greenway Trail for the City of Homestead.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Fort Lauderdale Public Works Stormwater Group Project Manager *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If Applicable)*:

[ ] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer: Managed schedules, budgets, and resources for various stormwater rehabilitation projects, with most ranging from $30,000 to $500,000. Conducted preliminary design generation, contractor coordination, inspections, and pay application review, while ensuring projects were compliant with city and county ordinances, permitting , MOT plans , tracked project completion, interfaced with project area residents to address concerns and clarify design intent resulting in

e.

(1) TITLE AND LOCATION *(City and State)*: City of Fort Lauderdale Public Works/Building Dept Experience *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If Applicable)*:

[ ] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer: duties included: Review of plans for permit issuance based on compliance with city ordinances, analysis of sanitary sewer design of new development in accordance with city standards to determine service availability of nearby pump stations and responding to and alleviation of contractor concerns regarding utilities and infrastructure for new development while in construction.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Carlos Vazquez, EI	Project Engineer	8	2

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Civil Engineering	FL / Engineer Intern

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Vasquez is a Project Engineer with a background in civil engineering design. He has worked on public and private sector projects involving a variety of elements such as site development, road, intersection and interchange design, utility design, feasibility studies, environmental impact assessments and erosion control.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Services provided for this 3.2 mile, 12-foot-wide shared-use trail project were landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City and FDOT.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park NE 13th Avenue Improvements *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Under our Continuing Services Contract providing survey and civil engineering services for the proposed stormwater management and sidewalk improvements along the NE 13th Avenue 3-mile corridor which entails providing sidewalks, new driveway connections and stormwater system improvements to connect the various streets east and west of NE 13th Avenue to the existing 72-inch drainage pipeline in NE 13th Avenue.

d.

(1) TITLE AND LOCATION *(City and State)*: Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

e.

(1) TITLE AND LOCATION *(City and State)*: Town of Davie New Town Hall Engineering Design Criteria Package (DCP) *(Davie, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Engineer: Providing boundary and topographic survey, plat and the engineering Design Criteria Package for the proposed new Town Hall site. Miller Legg is coordinating with Town to prepare the master roadways, access points, and utilities for the site which will include sites adjacent to the new site. Miller Legg is working to coordinate the relocation of utilities and the upgrade to the lift station, which serves the new site and adjacent proposed and existing developments.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Anthony Hudson	Construction Specialist	43	14

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Business Administration / Business and Finance Bachelor of Science / Mechanical Engineering	JA / Registered Professional Engineer FL / FDEP Stormwater, Erosion & Sedimentation Inspector FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Hudson is a Construction Specialist for the firm. His experience includes working with both public and private sector projects providing constructability reviews and ensuring that contractor's work is performed in accordance with approved plans, specifications and local standards. In addition, he performs field tests, inspects underground utility installation, reviews as-builts and shop drawings, and resolves resident issues related to neighborhood construction.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2023	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Construction Specialist: Services provided for this 3.2 mile, 12-foot-wide shared-use trail project were landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City and FDOT.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Lauderhill NW Quadrant Drainage Improvements *(Lauderhill, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Construction Specialist: Under our continuing services contract, provided site civil engineering, preparation of materials, construction specifications on engineering plans, editing City front end documents, bidding assistance and is providing construction administration for the proposed construction of a drainage culvert connecting City Canals 28 and 37 crossing 50th Street, and construction of a positive drainage system trunk system on 82nd Avenue with branches on 44th Court through 47th Court discharging into City Canal 27.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Miramar Historic Public Safety Complex *(Miramar, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Construction Specialist: Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

d.

(1) TITLE AND LOCATION *(City and State)*
City of Coral Springs Municipal Complex *(Coral Springs, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Construction Specialist: Provided assistance with the master planning phase of the new development. Services provided for this 5-story 74,000 SF City Hall building/4-story 607-space parking garage included: site civil engineering, survey, traffic (vehicular/pedestrian) and utilities infrastructure requirements, site permitting, overall project scope development and significant construction observation.

e.

(1) TITLE AND LOCATION *(City and State)*
City of Cocoa Beach CRA Minutemen Causeway *(Cocoa Beach, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2015	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Construction Specialist: Provided surveying, SUE, landscape architecture and civil engineering design for a Florida Friendly streetscape beautification and stormwater improvement plan. The project proposed low impact stormwater facilities to meet the Total Maximum Daily Load reduction requirements as outlined within the Indian River Lagoon Basin Management Action Plan. The stormwater improvements included pervious paver sidewalks and parallel parking, bio-swales with native vegetation, and underground stormwater infiltration facilities with nutrient absorption materials. The entire project was a City pilot program for Low Impact Design and Best Management Practices for stormwater management and secured funding from the State, including $5 million from the Florida Department of Environmental Protection.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Dylan Larson, SPWS, CEP, GTA	Senior Environmental Specialist	31	30

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Biology and Business Administration Master of Business Administration /	Senior Professional Wetland Scientist FL / Authorized Gopher Tortoise Agent Certified Environmental Professional PADI Certified Rescue Diver

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
As Principal, Mr. Larson oversees operations and overall project management for the firm. He also has significant experience in environmental consulting in Florida and is responsible for directing studies and investigations on biological and ecological aspects of the firm's projects. Specific environmental responsibilities include: field evaluations, assessments, recommendations and report writing, as well as wetland jurisdictional determination, dredge and fill permitting, wetland mitigation design, mitigation monitoring, recommendations for maintenance procedures, coordination and oversight of environmental GIS applications, and assistance with plan preparations and mitigation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines FDEP CLEAR Environmental *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Environmental Specialist: Provided environmental research and recording services, including GIS, for the City to update the Florida Department of Environmental Protection Consecration Lands, Easements and Recreation (CLEAR) module of the Florida State-Owned Land and Records Information System Land Inventory Tracking System (FL-SOLARIS). The City owns, manages and leases Conservation Lands in Broward County which is required by Florida Statute to be tracked and updated in a database.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Foxcroft Wetlands Mitigation *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Environmental Specialist: Foxcroft Wetlands is a mitigation area constructed by the City in order to offset impacts to wetlands elsewhere in the City, in particular a City parking facility. Provided mitigation monitoring, herbicidal maintenance contractor coordination and observation and post construction permit compliance and conducts subsequent monitoring on the site.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Wetlands Park *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2000	2000

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Environmental Specialist: A 100-acre municipal passive park containing an interpretive exhibit center, 3,000 LF of boardwalk and nature trails, and canoe trails. Services provided included: land surveys, as-built surveys, topographic surveys, master planning, site planning and engineering, mitigation design and consulting, and construction management and observation.

d.

(1) TITLE AND LOCATION *(City and State)*
Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Environmental Specialist: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

e.

(1) TITLE AND LOCATION *(City and State)*
Broward County Parks and Recreation West Lake Park Phase 4 *(Hollywood, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior Environmental Specialist: Providing both environmental and engineering services for this 1,500-acre Broward County and State-owned tidal estuarine park in Hollywood, for the fourth (4th) segment. The scope of services includes mitigation design and dredge and fill permitting through US Army Corps of Engineers (USACOE) and Florida Fish and Wildlife Conservation Commission (FWCC) to encourage natural/pioneer mangrove propagation, preservation of existing mangroves, negotiation of permit modifications through Broward County Environmental Protection Department (BCEPD), South Florida Water Management District (SFWMD) and USACOE services.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
William Mohler, CA, TRAQ, PWS, CLI	Environmental Specialist	16	11

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Ecology, Minor in Geography Certificate / Environmental Studies	FL / FDEP Stormwater, Erosion & Sedimentation Inspector ISA Tree Risk Assessment Qualification; Professional Wetland Scientist; FL / Certified Landscape Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Mohler is experienced in environmental document preparation, ecological monitoring and assessment, compliance monitoring, and geographic information systems (GIS). He has a comprehensive knowledge of Florida floral and faunal communities and their interactions. His training and practical experience includes lab and field experimentation, biological sample collection and monitoring, plant physiology, wildlife, avifaunal surveys, experimental design and implementation, data management, and statistical and numerical analysis. He also is a Certified Arborist.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines FDEP CLEAR Environmental *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Provided environmental research and recording services, including GIS, for the City to update the Florida Department of Environmental Protection Consecration Lands, Easements and Recreation (CLEAR) module of the Florida State-Owned Land and Records Information System Land Inventory Tracking System (FL-SOLARIS). The City owns, manages and leases Conservation Lands in Broward County which is required by Florida Statute to be tracked and updated in a database.be tracked and updated in a database.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Foxcroft Wetlands Mitigation *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Foxcroft Wetlands is a mitigation area constructed by the City in order to offset impacts to wetlands elsewhere in the City. Provided mitigation monitoring, herbicidal maintenance contractor coordination and observation and post construction permit compliance and conducts subsequent monitoring on the site.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines D/B Taft Street Improvements *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist Miller Legg was on the RJ Behar team for this Taft Street Design Build project for the City of Pembroke Pines. The firm's scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.

d.

(1) TITLE AND LOCATION *(City and State)*
Memorial Hospital Pembroke Parking Improvements/Tree Inventory *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Under our Master Engineer Agreement, analyzed the drainage system, modeling the drainage system and develop designs for the improvement of the system to improve significant drainage problem and reduce flooding issues. The project also included resurfacing the parking areas and design of new curbing for improved drainage. These improvements were permitted through the City, South Broward Drainage District and South Florida Water Management District. Arborists conducted a comprehensive tree inventory of all trees located with the footprint of the proposed site.

e.

(1) TITLE AND LOCATION *(City and State)*
Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Matthew Dancho, MS, CA	Environmental Specialist	14	10

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Biology Master of Science / Marine Biology	FL / Certified Arborist FDEP Qualified Stormwater Management Inspector FL / Registered Burrowing Owl Agent Certificate of Personal Watercraft Operation

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Dancho is an Environmental Specialist, Registered Burrowing Owl Agent and Certified Arborist responsible for performing investigations on biological and ecological impacts as well as tree surveys affecting the firm's public and private sector projects. Specific responsibilities include: wetland determinations and delineations, wetland mitigation design and monitoring, environmental permitting, threatened and endangered species surveys and assessments, habitat mapping and tree inventories and arborist services.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Pembroke Pines City Center *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: This project consisted of an approximately 100-acre mixed use project that was the last phase of a 200-acre total development that also included multifamily and commercial land use components. Services included environmental resource permitting, mitigation design, mitigation construction, maintenance observation, remedial plan development, mitigation monitoring and surveying.

b.

(1) TITLE AND LOCATION *(City and State)*: Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Tamarac Go-Forward Roadway Landscape Master Plan Update *(Tamarac, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Provided the city with an update to its citywide Roadway Landscape Master Plan. The project consisted of creating a go-forward landscape roadmap guide that will be implemented for years to come. Conducted a citywide tree inventory assessment, an evaluation of existing landscape, irrigation and hardscape conditions, an overall assessment of the existing character of the road corridors, and an opportunities and constraints analysis. The Master Plan was unanimously adopted by the City Commission.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION *(If Applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist: Services provided for this 3.2 mile, 12-foot-wide shared-use trail project were landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City and FDOT.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Kevin Chaskalson	Environmental Technician	2	2

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Associate in Arts / General Education Associate of Science / Environmental Science Technology	FL / FDEP Stormwater, Erosion & Sedimentation Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Chaskalson is an environmental technician providing field reviews, wetland delineations, permitting, field work, surveying, scanning, and agency coordination for our clients. Kevin is proficient in ArcGIS and GPS, environmental sampling techniques, scientific monitoring and data methods, and hazardous materials and environmental air quality.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Foxcroft Wetlands Mitigation *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Technician: Foxcroft Wetlands is a mitigation area constructed by the City in order to offset impacts to wetlands elsewhere in the City. Provided mitigation monitoring, herbicidal maintenance contractor coordination and observation and post construction permit compliance and conducts subsequent monitoring on the site.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Delray Beach Pompey Park Community Center and Campus Design *(Delray Beach, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Technician: Surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Miller Legg will assist with community outreach and relevant City agency design review presentations throughout the process. Permitting coordination will be conducted with the City Engineering and Water and Sewer departments, Lake Worth Drainage District and Palm Beach County Health Department.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Oakland Park NE 13th Avenue Improvements *(Oakland Park, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Technician: Under our Continuing Services Contract providing survey and civil engineering services for the proposed stormwater management and sidewalk improvements along the NE 13th Avenue 3-mile corridor which entails providing sidewalks, new driveway connections and stormwater system improvements to connect the various streets east and west of NE 13th Avenue to the existing 72-inch drainage pipeline in NE 13th Avenue.

d.

(1) TITLE AND LOCATION *(City and State)*
City of Plantation PD&E and Design Midtown Bridge Improvement *(Plantation, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Technician: Evaluate and design a 2-lane divided bridge span over the SFWMD New River Canal connecting SW 17th Street in Plantation Midtown to westbound SR 84. Phase One includes a PD&E Study and includes environmental evaluation and public involvement. The second phase is design and permitting. Landscape architecture, environmental permitting, PD&E, Section 4(f), and environmental analysis will be performed as well as permitting coordination with the City and FDOT.

e.

(1) TITLE AND LOCATION *(City and State)*
Broward County Parks and Recreation West Lake Park Phase 4 *(Hollywood, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Technician: Providing both environmental and engineering services for this 1,500-acre Broward County and State-owned tidal estuarine park in Hollywood, for the fourth (4th) segment. The scope of services includes mitigation design and dredge and fill permitting through US Army Corps of Engineers (USACOE) and Florida Fish and Wildlife Conservation Commission (FWCC) to encourage natural/pioneer mangrove propagation, preservation of existing mangroves, negotiation of permit modifications through Broward County Environmental Protection Department (BCEPD), South Florida Water Management District (SFWMD) and USACOE services.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Martin Rossi, PSM	Project Surveyor	45	39

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
	FL / Registered Professional Surveyor & Mapper

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Senior Project Surveyor with more than four decades of surveying and subsurface utility engineering (SUE) experience. His principal areas of experience include surveys such as boundary, topographic, ALTA/ACSM land title surveys, quantity, environmental and wetland, condominium, construction layout, as-built, right-of-way, specific purpose and subdivisions and platting, as well as subsurface utility engineering (SUE). He currently manages the South Florida survey department and field crews.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines Master Lift Station 4 Survey *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Surveyor: Miller Legg performed a series of 3D scans in a Master Lift Station (Wet and Dry Well) utilizing the LIDAR scanner in order to provide a specific purpose survey to show items such as structure linework and dimensions and cross section views, bottom elevation or depth, clearances, slab thickness, scrubber slab, inverts, pipe materials and ladder.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines Josias Dog Park Surveying *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Surveyor: Miller Legg prepared a topographic survey of Josias Dog Park located at Stirling Road and SW 193rd Way in Pembroke Pines. The approximately 3-acre site is experiencing drainage issues and the City required a very detailed topographic survey to be performed to enable re-design.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines West Pines Soccer Park *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If Applicable)*: 2009

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Surveyor: A 56-acre active and passive municipal park located at 196th Avenue and Pines Boulevard in the City of Pembroke Pines. This unique park's features include four soccer fields and a football field as well as other active park elements with passive park facilities such as a boardwalk and 21 acres of wetlands mitigation area. Services provided by Miller Legg included civil engineering, surveying, assistance with grant writing, grant compliance coordination, assistance leading to 100% contribution for land acquisition, wetlands mitigation planning, and mitigation construction observation.

d.

(1) TITLE AND LOCATION *(City and State)*: Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Surveyor: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project Surveyor: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

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	
Sandro Elvir, CST I	Senior CAD Technician	a. TOTAL: 27	b. WITH CURRENT FIRM: 5

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Associate of Science / Drafting/CAD	FL / Remote Pilot Certification FL / Certified Survey Technician Level I

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Sandro has more than 22 years of professional surveying experience ranging from a field crew chief to survey manager overseeing survey crews. His areas of expertise include land surveying, boundary, topographic, ALTA, control surveys, utility surveys, 3D Radar Tomography, GPS, route surveys, legal descriptions, laser scanning, and construction layout calculations. He is experienced in AutoCAD, Civil 3D, Cyclone and CloudWorx, and Trimble Geomatics Office. Prior to joining Miller Legg, Sandro was Survey Coordinator Manager with another South Florida surveying firm for 15 years.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Pembroke Pines Master Lift Station 4 Survey *(Pembroke Pines, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Performed a series of 3D scans in a Master Lift Station (Wet and Dry Well) utilizing the LIDAR scanner in order to provide a specific purpose survey to show items such as structure linework and dimensions and cross section views, bottom elevation or depth, clearances, slab thickness, scrubber slab, inverts, pipe materials and ladder.

b.

(1) TITLE AND LOCATION *(City and State)*: Town of Lauderdale-By-the-Sea Poinciana/Bougainvillea Roadway and Parking Improvements *(Lauderdale By-the-Sea, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Under the firm's Continuing Services Contract, provided design and permitting services for parking, roadway and landscape architectural improvements for the Poinciana Street and Bougainvillea Drive area north of Commercial Boulevard to alleviate congestion along the parallel corridor of SR A1A. Services included: roadway and parking area design, signing and pavement marking, lighting, utility coordination, permitting, landscape, hardscape and irrigation, and pre- and post-construction observation services.

c.

(1) TITLE AND LOCATION *(City and State)*: Hollywood Downtown Community Redevelopment Area (DCRA) Routes & Intersect Surveying *(Hollywood, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Provide topographic surveys and subsurface utility engineering (SUE) services for several routes and intersections in downtown Hollywood for use in CRA streetscape and lighting projects. The streets included Hollywood Boulevard, portions of Dixie Highway, North 21st Avenue, Filmore Street, Tyler Street, Monroe Street and Polk Street.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Miramar Historic Public Safety Complex *(Miramar, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Replacement of the old Civic Center and Child Care building with a new one-story 24,000 SF building to accommodate its police substation, storage, administrative and other law enforcement and public safety facilities, in addition to a surface parking lot for safety vehicles. Provided civil engineering design, permitting and construction administration services as part of the Architects Design Group team. Permitting included the City of Miramar, Broward County and FDEP. The firm also provided LEED certification and value engineering review services for this LEED Gold project.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Fort Lauderdale Las Olas Streetscape Design *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Designed each of the four districts to retain its individual identity, while simultaneously being part of a cohesive complete street design between Downtown Fort Lauderdale and The Beach. Responsible for planting design, placemaking and programming services, overhead shade structures, programming the pedestrian districts along the corridor which integrated hardscape design, seating design, and open space utilization, as well as multiple public outreach efforts including conceptual graphics and renderings to support meetings with homeowner association groups.

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	
		a. TOTAL	b. WITH CURRENT FIRM
Larisa Podolskaya, CST I	Senior CAD Technician	29	21

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Electrical Engineering	FL / Certified Survey Technician Level I

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Ms. Podolskaya is a Senior Survey Technician who specializes in right-of-way surveying, boundary surveying and construction layout. She has worked on boundary, topographic, right-of-way, engineering design, construction layout, and control surveys overseeing and assisting with numerous projects for the Florida Department of Transportation, utilizing MicroStation. She also is experienced in AutoCAD working with numerous government and private sector clients including municipalities and counties, as well as for educational facilities and health care clients, and private developers.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Josias Dog Park Surveying *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Prepared a topographic survey of Josias Dog Park located at Stirling Road and SW 193rd Way in Pembroke Pines. The approximately 3-acre site is experiencing drainage issues and the City required a very detailed topographic survey to be performed to enable re-design.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines NW 129th Avenue Surveying *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Miller Legg prepared a sketch and legal description of a portion of the School Board owned property for Flanagan High School. Broward Schools is granting an easement to the City of Pembroke Pines for the installation of a guardrail between a curved portion of NW 129 Avenue and the Flanagan sports fields.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines NW 196th Avenue Surveys *(Pembroke Pines, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Miller Legg prepared a topographic survey of a portion of the swale are at the west side of NW 196 Avenue near the northwest corner of Chapel Hill Elementary School. The purpose of the survey was to enable re-design of the swale/structure due to drainage issues.

d.

(1) TITLE AND LOCATION *(City and State)*
City of West Palm Beach 32nd/33rd Streets Water Main Improvements *(West Palm Beach, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Provided engineering services for the design and bidding assistance of an 8" water main replacement project on 32nd Street and 33rd Street from Floral Avenue to N. Flagler Drive and on N. Flagler Drive from 32nd Street to 35th Street in the historic Northwood Shores district. The existing water mains were transite, undersized, and had reached the end of their useful life. This project was completed under the firm's multi-year City of West Palm Beach General Engineering Services contract.

e.

(1) TITLE AND LOCATION *(City and State)*
City of Coral Springs Municipal Complex *(Coral Springs, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Senior CAD Technician: Provided assistance with the master planning phase of the new development. Services provided for this 5-story 74,000 SF City Hall building/4-story 607-space parking garage included: site civil engineering, survey, traffic (vehicular/pedestrian) and utilities infrastructure requirements, site permitting, overall project scope development and significant construction observation.

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	
		a. TOTAL	b. WITH CURRENT FIRM
Brian Shore, RLA	Landscape Manager	24	24

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science / Landscape Architecture	FL / Registered Landscape Architect FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Senior Landscape Architect with significant experience in landscape architectural design and landscape construction services for a variety of public and private projects. Specialties include landscape, hardscape, and irrigation design services for streetscape and roadway projects including the Florida Department of Transportation (FDOT), all aspects of active and passive park design, healthcare campuses, and environmental wetland habitat creation. Other experience includes various residential and commercial projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines D/B Taft Street Improvements *(Pembroke Pines, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Manager: Scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Streetscape Design Guidelines *(Pembroke Pines, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Manager: City wide Streetscape Master Plan which also included the creation of context sensitive design guidelines for the roadway corridors throughout the City including accommodations for mobility. This looked at both the corridor segment and intersection component. Corridor segment components included: median plantings, 'Side of Road' (along the right-of-way or street edge) plantings, street trees and specialty plantings. Intersection segment components included: Median nose treatments, crosswalks, expanded pedestrian plazas at the corners, specialty items and icons.

c.

(1) TITLE AND LOCATION *(City and State)*
Town of Lauderdale-By-the-Sea Poinciana/Bougainvillea Roadway and Parking Improvements *(Lauderdale By-the-Sea, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Manager: Under the firm's Continuing Services Contract, provided design and permitting services for parking, roadway and landscape architectural improvements for the Poinciana Street and Bougainvillea Drive area north of Commercial Boulevard to alleviate congestion along the parallel corridor of SR A1A. Services included: roadway and parking area design, signing and pavement marking, lighting, utility coordination, permitting, landscape, hardscape and irrigation, and pre- and post-construction observation services.

d.

(1) TITLE AND LOCATION *(City and State)*
Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Manager: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services. design and pedestrian and equestrian trails.

e.

(1) TITLE AND LOCATION *(City and State)*
City of South Miami Parks and Recreation Master Plan *(South Miami, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Manager: Prepared the first City's Parks and Recreation Master Plan. The professional services included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Miguel Juncal, RLA, CA	Landscape Architect	20	15

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Miami, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Landscape Architecture / Minor in Environmental Sciences	FL / Registered Landscape Architect FL / Certified Arborist FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Juncal is a Landscape Architect and Certified Arborist focused on a variety of public and private landscape architecture projects including roadway landscaping and irrigation, active and passive park landscape design, higher educational facilities as well as residential and commercial projects. Certified Arborist services include: tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Fort Lauderdale Las Olas Streetscape Design *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Designed each of the four districts to retain its individual identity, while simultaneously being part of a cohesive complete street design between Downtown Fort Lauderdale and The Beach. Responsible for planting design, placemaking and programming services, overhead shade structures, programming the pedestrian districts along the corridor which integrated hardscape design, seating design, and open space utilization, as well as multiple public outreach efforts including conceptual graphics and renderings to support meetings with homeowner association groups.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Services provided for this 3.2 mile, 12-foot-wide shared-use trail project were landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City and FDOT.

c.

(1) TITLE AND LOCATION *(City and State)*: 20th Street & Sunset Drive Pocket Park *(Miami Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If Applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Under our Continuing Services Contract, provided survey, civil, geotechnical, electrical, structural engineering and landscape architecture services for the design, permitting and construction of a new ADA-accessible .33-acre pocket park. Extensive public involvement was key to the Park's design and integrating an arts theme into the site and play elements. The firm prepared a boundary and topographic survey, assisted with the planning of key program elements and performed schematic design, design development, construction document, bidding and construction tasks.

d.

(1) TITLE AND LOCATION *(City and State)*: Vizcaya Museum & Gardens Master Plan Refinement *(Coral Gables, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: The Master Plan refinement encompassed the entire Vizcaya property, especially the integration of historical agrarian and horticultural aspects of the Vizcaya village with the guest experience. As the landscape architect and traffic/transportation consultant, collaborated with the architects on this historical restoration project for Miami-Dade County and the Museum. Additional services are currently being provided for the casino mound and grottos.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Beach 19th Street Stormwater Pump Station & Botanical Gardens *(Miami Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Construction of this pump station was part of the overall plan for the Citywide stormwater improvement system to reduce flooding for residents of the Washington Avenue and Convention Center Drive neighborhood. Provided topographic surveying services, a survey of utility designation markings, and an as-built survey of constructed improvements on the 19th Street pump station, the associated parking area and the re-capping areas of the seawall. Also, provided tree inventory and analysis, hardscape, landscape and irrigation design.

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	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Bradley, RLA	Landscape Architect	6	5

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Landscape Architecture / Bachelor of Arts / Religion, Minor in Education	FL / Registered Landscape Architect FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Bradley is a Landscape Architect supporting the firm's projects including those in the public sector such as municipal parks and recreation master plans, park landscape, hardscape and irrigation design, educational facilities as well as streetscape for the Florida Department of Transportation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Tamarac Go-Forward Roadway Landscape Master Plan Update *(Tamarac, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Provided the city with an update to its citywide Roadway Landscape Master Plan. The project consisted of creating a go-forward landscape roadmap guide that will be implemented for years to come. Conducted a citywide tree inventory assessment, an evaluation of existing landscape, irrigation and hardscape conditions, an overall assessment of the existing character of the road corridors, and an opportunities and constraints analysis. The Master Plan was unanimously adopted by the City Commission.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Plantation Parks & Recreation Master Plan *(Plantation, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Provided comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City demographics to develop programming, budget and operational needs for a 10-year horizon. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. Assisted City to achieve CAPRA accreditation.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Fort Lauderdale Las Olas Streetscape Design *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Designed each of the four districts to retain its individual identity, while simultaneously being part of a cohesive complete street design between Downtown Fort Lauderdale and The Beach. Responsible for planting design, placemaking and programming services, overhead shade structures, programming the pedestrian districts along the corridor which integrated hardscape design, seating design, and open space utilization, as well as multiple public outreach efforts including conceptual graphics and renderings to support meetings with homeowner association groups.

d.

(1) TITLE AND LOCATION *(City and State)*
City of Oakland Park NW 21st Avenue Streetscape *(Oakland Park, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Under the firm's Continuing Services contract, Miller Legg prepared an aerial conceptual plan and typical sections for streetscape improvements within the right-of-way along NW 21st Avenue between Oakland Park Boulevard and NW 26th Street. The conceptual design included a conversion of a continuous median into multiple landscaped medians. The proposed medians work towards the continued beautification of the corridor. The project also focuses on connectivity and safety for pedestrians and bicyclists. It extends the existing bike lane and adds visible pavement markings that promote safety on the street, at driveways, and at intersection crossings.

e.

(1) TITLE AND LOCATION *(City and State)*
City of Tamarac University Drive Landscaping Improvements *(Tamarac, FL)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Architect: Providing landscape architecture, hardscape, and irrigation design, certified arborist services, permitting with FDOT, SFWMD and the City, specific purpose survey of the existing medians, utility coordination, utility designation, and construction administrative services for improvements to the existing system of medians on University Drive between NW 78th Street and Southgate Boulevard. Miller Legg worked with the City to meet strict deadlines to receive from an FDOT Grant and included creation of MMOA (Maintenance agreements) between the City and FDOT.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Liudmila Fuentes, MLA	Landscape Designer / Planner	7	6

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Landscape Architecture / Bachelor of Arts / Urban Design	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Ms. Fuentes is a Landscape Designer and Recreational Planner supporting the firm's projects including those in the public sector such as the Florida Department of Transportation and South Florida municipalities. Her experience includes landscape design, parks master planning and hardscape design.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Tamarac University Drive Landscaping Improvements *(Tamarac, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Providing landscape architecture, hardscape, and irrigation design, certified arborist services, permitting with FDOT, SFWMD and the City, specific purpose survey of the existing medians, utility coordination, utility designation, and construction administrative services for improvements to the existing system of medians on University Drive between NW 78th Street and Southgate Boulevard. Miller Legg worked with the City to meet strict deadlines to receive from an FDOT Grant and included creation of MMOA (Maintenance agreements) between the City and FDOT.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Weston Parks & Recreation Master Plan *(Weston, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer/Planner: Developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Delray Beach Pompey Park Community Center and Campus Design *(Delray Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Miller Legg will assist with community outreach and relevant City agency design review presentations throughout the process. Permitting coordination will be conducted with the City Engineering and Water and Sewer departments, Lake Worth Drainage District and Palm Beach County Health Department.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Hallandale Beach Atlantic Shores Boulevard from US-1 / Federal Highway to Diplomat Parkway *(Hallandale Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(If Applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: This 1/4-mile milling and resurfacing project included enhancements along Atlantic Shores Boulevard between US 1 and Diplomat Parkway in the City of Hallandale Beach. Enhancements included drainage, signage and pavement markings, signalization, lighting, landscaping and hardscape. Specific landscape architecture analysis and design services included landscape architecture and irrigation plans for the median islands, swales, parking islands/bulbouts, hardscape and a roundabout.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Andrew Pereda, MLA	Landscape Designer	9	8

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Landscape Architecture Associate in Arts	FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Pereda is a Landscape Designer responsible for public and private landscape architectural and irrigation design projects including active and passive park landscape design and roadway landscaping and irrigation projects. Prior to joining Miller Legg, he was with a local landscape architectural firm for one year as a Landscape Designer.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Tamarac Go-Forward Roadway Landscape Master Plan Update *(Tamarac, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Landscape Designer: Provided the city with an update to its citywide Roadway Landscape Master Plan. The project consisted of creating a go-forward landscape roadmap guide that will be implemented for years to come. Miller Legg conducted a citywide tree inventory assessment, an evaluation of existing landscape, irrigation and hardscape conditions, an overall assessment of the existing character of the road corridors, and an opportunities and constraints analysis. The Master Plan was unanimously adopted by the City Commission.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Landscape Designer: Under our Continuing Services Contract, developed a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park. Provided topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm provided schematic designs to include layout, existing/proposed trees and shrubs, fencing, benches, site amenities, water station, parking layout and pathway location.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Fort Lauderdale Las Olas Streetscape Design *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Landscape Designer: Designed each of the four districts to retain its individual identity, while simultaneously being part of a cohesive complete street design between Downtown Fort Lauderdale and The Beach. Responsible for planting design, placemaking and programming services, overhead shade structures, programming the pedestrian districts along the corridor which integrated hardscape design, seating design, and open space utilization, as well as multiple public outreach efforts including conceptual graphics and renderings to support meetings with homeowner association groups.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Lauderhill Sports Park *(Lauderhill, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(If Applicable)*: 2019

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Landscape Designer: Provided civil engineering design, stormwater permitting, landscape architecture, irrigation design, construction specifications and bidding assistance services for proposed amenities improvements at the 12-acre park. Replacement of the baseball field and cricket pitch natural grass with synthetic turf and the football scoreboard replacement tasks have been finalized. Completed design of the playground area wood chip surface conversion to synthetic turf, playground shade, modifications to portions of the fitness trail and the addition of new fitness stations trail and exercise equipment.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Miami Beach 19th Street Stormwater Pump Station & Botanical Gardens *(Miami Beach, FL)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If Applicable)*:

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Landscape Designer: Construction of this pump station was part of the overall plan for the Citywide stormwater improvement system to reduce flooding for residents of the Washington Avenue and Convention Center Drive neighborhood. Provided topographic surveying services, a survey of utility designation markings, and an as-built survey of constructed improvements on the 19th Street pump station, the associated parking area and the re-capping areas of the seawall. Also, provided tree inventory and analysis, hardscape, landscape and irrigation design.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Nelson Perez	Landscape Designer	18	18

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Landscape Architecture /	FL / FDOT Intermediate Maintenance of Traffic

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Perez is a Landscape Designer responsible for landscape architectural design for a variety of public and private projects including roadway landscaping and irrigation, active and passive park landscape design, as well as residential and commercial projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines D/B Taft Street Improvements *(Pembroke Pines, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Pembroke Pines Streetscape Design Guidelines *(Pembroke Pines, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: City wide Streetscape Master Plan which also included the creation of context sensitive design guidelines for the roadway corridors throughout the City including accommodations for mobility. This looked at both the corridor segment and intersection component. Corridor segment components included: median plantings, 'Side of Road' (along the right-of-way or street edge) plantings, street trees and specialty plantings. Intersection segment components included: Median nose treatments, crosswalks, expanded pedestrian plazas at the corners, specialty items and icons.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Fort Lauderdale Las Olas Streetscape Design *(Fort Lauderdale, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Designed each of the four districts to retain its individual identity, while simultaneously being part of a cohesive complete street design between Downtown Fort Lauderdale and The Beach. Responsible for planting design, placemaking and programming services, overhead shade structures, programming the pedestrian districts along the corridor which integrated hardscape design, seating design, and open space utilization, as well as multiple public outreach efforts including conceptual graphics and renderings to support meetings with homeowner association groups.

d.

(1) TITLE AND LOCATION *(City and State)*
City of Plantation Police Department Firing Range *(Plantation, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Provided survey, civil and construction administration. Project scope included topographic and tree survey, civil engineering construction documentation preparation, regulatory agency construction document permitting, as well as bidding assistance and contract administration for this approximately 1/2-acre project. The scope included regulatory agency construction document permitting for drainage improvements, sanitary sewer, potable water and fire protection service line and building department review as necessary.

e.

(1) TITLE AND LOCATION *(City and State)*
City of Coconut Creek Copans Road Median Landscape Architecture Plans *(Coconut Creek, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: For this median improvement project along Copans Road between Lyons Road and the Florida Turnpike Overpass, Miller Legg provided landscape, hardscape and irrigation design plans, tree inventory, surveying, permitting, pre-construction and construction observation services to the City. Tree, streets and highway permitting was coordinated with Broward County.

Exhibit "B"

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	
		a. TOTAL	b. WITH CURRENT FIRM
Jessica Romer	Landscape Designer	2	2

15. FIRM NAME AND LOCATION *(City and State)*
Miller Legg, Sunrise, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Landscape Architecture / Landscape Architecture, Minor in Sustainability & Built Environment	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Ms. Romer is a Landscape Designer supporting the firm's projects including those in the public sector such as South Florida municipalities and FDOT. Her experience includes landscape design, parks master planning and hardscape design.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Weston Parks & Recreation Master Plan *(Weston, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Coral Gables Cooper and Moore Parks *(Miami, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Providing landscape architecture and civil engineering services for improvements to the Parks. Our scope includes schematic park design and tree assessment, landscape architecture design, irrigation design, site civil design and photometric lighting plan. Miller Legg will also provide community outreach, bidding assistance and construction administration. Design improvements to the parks include lighting infrastructure for security and holiday lights, a new playground with play equipment for various ages, fitness equipment, and drinking fountains.

c.

(1) TITLE AND LOCATION *(City and State)*
City of Tamarac University Drive Landscaping Improvements *(Tamarac, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Providing landscape architecture, hardscape, and irrigation design, certified arborist services, permitting with FDOT, SFWMD and the City, specific purpose survey of the existing medians, utility coordination, utility designation, and construction administrative services for improvements to the existing system of medians on University Drive between NW 78th Street and Southgate Boulevard. Miller Legg worked with the City to meet strict deadlines to receive from an FDOT Grant and included creation of MMOA (Maintenance agreements) between the City and FDOT.

d.

(1) TITLE AND LOCATION *(City and State)*
Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: 20-acres of development which will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Providing civil engineering, surveying, landscape architecture, and environmental services.

e.

(1) TITLE AND LOCATION *(City and State)*
City of Plantation PD&E and Design Midtown Bridge Improvement *(Plantation, FL)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If Applicable)*
Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Landscape Designer: Evaluate and design a 2-lane divided bridge span over the SFWMD New River Canal connecting SW 17th Street in Plantation Midtown to westbound SR 84. Phase One includes a PD&E Study and includes environmental evaluation and public involvement. The second phase is design and permitting. Landscape architecture, environmental permitting, PD&E, Section 4(f), and environmental analysis will be performed as well as permitting coordination with the City and FDOT.

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Exhibit "B"

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)*: City of Oakland Park Wag Dog Park *(Oakland Park, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2024	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Oakland Park	Edna Bonelli-Rodriguez	561.494.1157

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

To assist with the City of Oakland Park's plan to develop a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park, Miller Legg provided topographic and tree surveying, SUE, engineering and landscape architecture, opinion of probable cost and construction administration services. The firm provided schematic designs and renderings to provide off-street parking along NE 6th Avenue and NE 36th Street, sidewalk connectivity, modification to the existing jogging trail, dog park design for small and large dogs which includes landscape improvements, tree additions, canopy shelters, water stations, pet waste stations, benches and asphalt walking paths. This project was completed under Miller Legg's continuing services contract.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime

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Exhibit "B"

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 Coral Springs Municipal Complex *(Coral Springs, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Song & Associates	Leila Rouady	561.655.2423

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

Miller Legg provided assistance with the master planning phase of the new Coral Springs Municipal Complex development, which is part of a larger effort to redevelop the downtown section of Coral Springs.

Services provided for this 5-story 74,000 SF City Hall building/4-story 607-space parking garage include: site civil engineering survey traffic (vehicular/pedestrian) utilities infrastructure requirements site permitting overall project scope development Significant construction observation

Site civil engineering support-related services concerned the surface water management system, canal reconfiguration, vehicular/pedestrian access/connectivity and parking improvements and cost estimates. Survey services comprised as-built design, cross-sections and various site design surveys. In addition, community-oriented programming and planning process including meeting attendance was provided. Miller Legg was a subconsultant to Song & Associates Architects . The project was a Florida AIA 2019 People's Choice Award nominee.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Subconsultant

Exhibit "B"

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)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Greater Boca Raton Beach and Parks District North Park (f/k/a Ocean Breeze) Master Plan *(Boca Raton, FL)*	2022	2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Greater Boca Raton Beach & Park District	Briann Harms	561.417.4599

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

Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPD) to prepare a Master Plan for North Park (formerly Ocean Breeze), site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS

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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 Miami Beach 20th Street & Sunset Drive Pocket Park *(Miami Beach, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2020	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Miami Beach	Colette Satchell	305.673.7071 ext 6401

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

Under our Continuing Services Contract with the City of Miami Beach, Miller Legg was awarded an assignment to provide survey, civil, geotechnical, electrical, structural engineering and landscape architecture services for the design, permitting and construction of a new ADA-accessible .33-acre pocket park at 20th Street and Sunset Drive. Extensive public involvement was key to the Park's design and integrating an arts theme into the site and play elements. The firm prepared a boundary and topographic survey, assisted with the planning of key program elements and performed schematic design, design development, construction document, bidding and construction tasks. The design incorporates Crime Prevention Through Environmental Design (CPTED) principles. Arborist and irrigation design services were also furnished for this project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime
b.	Miller Legg	Miami, FL	Prime

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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)*: Florida Department of Transportation (FDOT) District 4 SR 5/US 1/Henry Kinney Tunnel/Las Olas Tunnel Plaza Rehabilitation #C9U96 *(Fort Lauderdale, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2024	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Gannett Fleming, Inc.	Naldo Gonzalez	786.845.9540

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

As a subconsultant to Gannett Fleming, Miller Legg is responsible for providing landscape architecture, irrigation, hardscape and in-depth construction observation services for the highly urbanized US 1 corridor from I-595 to north of Broward Boulevard through the famous Henry Kinney Tunnel. Miller Legg's involvement in the high-profile project centers around the proposed Henry Kinney Tunnel Top Plaza, a 115' terraced pedestrian plaza extension over the north US 1 tunnel, and its connection south to the New River. The Plaza includes 'table topping' Las Olas Boulevard and three (3) existing plazas. The project transforms these four areas collectively into a cohesive pedestrian plaza experience, creating a unique, iconic, destination along Las Olas Boulevard. Funding for the pedestrian Plaza is through the City of Fort Lauderdale's 2016 Parks Bond and led by FDOT as part of the Henry Kinney Tunnel Rehabilitation, for which Miller Legg has led collaborative efforts to meet the needs of both entities. Unique project features include fluid patterns of multi-colored textured concrete weaving throughout the four plazas and roadway, an iconic fountain centerpiece that doubles as an opportunity for public art, custom seat walls throughout, and a vibrant plant palette softening the urban hardscape. To maximize pedestrian usage of hardscape areas, Miller Legg utilized a system of underground tree cells to allow for additional root zone space for large canopy shade trees. Public engagement 3D rendering exhibits illustrating the transformation were produced during design for extensive coordination with the City administration, City Parks Bond Committee and public engagement.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Subconsultant

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS

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Exhibit "B"

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)*: City of West Palm Beach (WPB) Omar Road Improvements *(West Palm Beach, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2019	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of West Palm Beach	Tinu Pena	561.494.1040

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

Miller Legg provided surveying and engineering services associated with analysis of the existing drainage system from Omar Road north along Parker Avenue and west to Belvedere Road and I-95. This road experiences significant flooding during short duration high intensity storm events. Along with our surveying and geotechnical team members, the firm evaluated contributing factors, provided potential mitigation solutions and an opinion of probable costs for such prospective alternatives. This project was completed under the firm's multi-year General Engineering Services contract.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime

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Exhibit "B"

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 *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
City of Homestead Biscayne-Everglades Greenway Trail *(Homestead, FL)*	2023	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Homestead	Pedro Reynaldos	305.224.4842

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

Among the services Miller Legg provided for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project were landscape architectural, engineering, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT. Topographic and SUE services were delivered. The scope included engineering design and permitting services for the shared-use trail, associated drainage and roadway pedestrian crossings. The firm also carried out Preliminary Natural Resource and Protected Species Investigations and documents related to the designation of the Project by FDOT as a Documented Categorical Exclusion. The project was funded by a SUN Trail Grant through FDOT.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime
b.	Miller Legg	Miami, FL	Prime

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
City of Plantation Police Department Firing Range *(Plantation, FL)*	2021	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Architects Design Group (ADG), Inc.	Lori Godbold	407.647.1706 ext. 330

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

Miller Legg provided survey, civil and construction administration for the City of Plantation Police Department Firing Range project. Project scope included topographic and tree survey, civil engineering construction documentation preparation, regulatory agency construction document permitting, coordination with project MEP and structural engineers, as well as bidding assistance and contract administration for this approximately 1/2 acre project. The scope included regulatory agency construction document permitting for drainage improvements, sanitary sewer, potable water and fire protection service line and building department review as necessary. This work was performed as a subconsultant to Architects Design Group (ADG).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Subconsultant

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Exhibit "B"

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)*: Town of Davie Governor Leroy Collins Farm Park *(Davie, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
MC Harry Associates, Inc.	Craig Aquart	305.445.3765

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

The new Governor Leroy Collins Farm Park, located east of I-75, is being built to preserve the rural lifestyle of the Town of Davie. Miller Legg is providing civil engineering, surveying, landscape architecture, and environmental services as part of the MC Harry team.

The 80-acre parcel was purchased in 2008 through a combination of funds from Davie District 4 open space bonds, Broward County, the Farm Bureau and the Florida Communities Trust Fund. The first phase of the park will consist of 20-acres of development and will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population.

Miller Legg's civil engineering scope includes earthwork analysis; paving, grading and drainage; water and sanitary sewer, pavement marking and signage, stormwater pollution prevention; offsite improvements; phasing plans, permitting through the Town of Davie, Central Broward Water Control District, City of Sunrise, Florida Department of Environmental Protection, Broward County Environmental Protections and South Florida Water Management District; and construction administration. The wetlands scope includes wetlands due diligence, and our landscape architecture scope includes planting design, irrigation design and pedestrian and equestrian trails. Surveying services consisted of a topographic and tree survey.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Subconsultant

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

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)*: Town of Lauderdale-By-the-Sea Poinciana/Bougainvillea Roadway and Parking Improvements *(Lauderdale By-the-Sea, FL)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
2019	2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Town of Lauderdale-By-The-Sea	Ken Rubach	954.640.4233

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

Under the firm's Continuing Services Contract, Miller Legg provided design and permitting services for roadway and parking area design, lighting, utility coordination, permitting, landscape, hardscape and irrigation, and pre- and post-construction observation services for the Poinciana Street and Bougainvillea Drive area north of Commercial Boulevard to provide safer traffic/pedestrian circulation and to alleviate congestion along the parallel corridor of SR A1A in the Town of Lauderdale-By-The-Sea. Specific services included: coordination with Town staff and neighboring property owners to agree on a proposed design, coordination with utility providers, defining the limits of demolition for roadway and utility infrastructure, striping and marking plan for reconfigured roadway design and parking lot; drainage Improvements included permitting with Broward County for a Surface Water Management License, merging the existing drainage system with the proposed drainage system and custom inlet design to salvage the existing drainage structure and piping; landscape architecture, irrigation and hardscape design included Broward County tree removal and mitigation permitting; electrical design included lighting, photometrics, power and pay stations; and, the construction phase included bidding assistance, construction administration, construction observation, and project close-out.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Miller Legg	Sunrise, FL	Prime

Exhibit "B"

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Michael Kroll, RLA, FASLA	Principal-In-Charge	X	X	X	X	X	X	X	X	X	X
Joaquin Mojica, PE	Project Manager	X	X		X	X	X	X	X	X	
Peter Pellerito, PE	Project Engineer						X			X	
Javier Lopez Gonzalez, PE	Project Engineer									X	
Martin Grinbank	Project Engineer			X							
Dronix Suarez, EI	Project Engineer										X
Carlos Vazquez, EI	Project Engineer	X						X		X	
Anthony Hudson	Construction Inspector		X					X	X		X
Dylan Larson, SPWS, CEP, GTA	Environmental Specialist						X	X		X	
William Mohler, CA, TRAQ, PWS, CLI	Environmental Specialist					X		X		X	
Matthew Dancho, MS, CA	Environmental Specialist	X						X		X	
Kevin Chaskalson	Environmental Specialist										X
Martin Rossi, PSM	Project Surveyor	X	X	X	X			X	X	X	
Sandro Elvir, CST I	Senior CAD Technician				X			X			X
Larisa Podolskaya, CST I	Senior CAD Technician	X	X					X			
Brian Shore, RLA	Landscape Designer	X		X	X	X		X		X	X
Miguel Juncal, RLA,CA	Landscape Architect				X			X			
Michael Bradley, RLA	Landscape Architect			X		X				X	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	City of Oakland Park Wag Dog Park	6	City of West Palm Beach (WPB) Omar Road Improvements
2	City of Coral Springs Municipal Complex	7	City of Homestead Biscayne-Everglades Greenway Trail
3	Greater Boca Raton Beach and Parks District North Park (f/k/a Ocean Breeze) Master Plan	8	City of Plantation Police Department Firing Range
4	City of Miami Beach 20th Street & Sunset Drive Pocket Park	9	Town of Davie Governor Leroy Collins Farm Park
5	Florida Department of Transportation (FDOT) District 4 SR 5/US 1/Henry Kinney Tunnel/Las Olas Tunnel Plaza Rehabilitation #C9U96	10	Town of Lauderdale-By-the-Sea Poinciana/Bougainvillea Roadway and Parking Improvements

Exhibit "B"

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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		1	2	3	4	5	6	7	8	9	10
Liudmila Fuentes, MLA	Landscape Designer/Planner	X		X		X				X	
Andrew Pereda, MLA	Landscape Designer	X		X	X	X		X			
Nelson Perez	Landscape Designer					X			X		X
Jessica Romer	Landscape Designer	X	X	X		X				X	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	City of Oakland Park Wag Dog Park	6	City of West Palm Beach (WPB) Omar Road Improvements
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Exhibit "B"

H. ADDITIONAL INFORMATION

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

Miller Legg is a statewide award-winning consulting firm that brings together the elements of surveying, geographic information systems, engineering, planning, landscape architecture and urban design, and environmental wetlands consulting services.

Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include transportation, municipal and county government, healthcare, education, federal and international. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry.

Miller Legg, established in 1965, employs a staff of approximately 40 professionals and technicians. The firm has locations in Sunrise, Miami, Tampa and Port St. Lucie.

The firm's **engineering services** include: utilities design and modeling (such as surface water management, drainage system design, water and sanitary sewer design and permitting, and pump station design), utility coordination, traffic engineering, complete streets and highways design, street lighting design, pavement marking and signage design, parks and recreation design, master planning, municipal engineering, construction monitoring and full Construction Engineering Inspection (CEI) and management services.

The firm's **environmental consulting services** include: habitat assessment and restoration planning, wetlands investigations and delineations, management plans, jurisdictional determinations, threatened and endangered species assessments and permitting, environmental due diligence, National Pollution Discharge Elimination System (NPDES) compliance, water quality monitoring and compliance, wildlife surveys, seagrass surveys, mitigation feasibility studies, mitigation design, planning and construction observation, mitigation banking, sovereignty submerged lands lease and easement processing, value ecological engineering, cost evaluation and scheduling, environmental permit processing, mitigation monitoring and compliance, protected upland and tree permitting, mangrove trimming oversight and arborist services, ecosystem analysis, grant writing and floodplain analysis and re-evaluation.

The firm's **surveying services** include: land surveying such as boundary, land title, route, right-of-way, platting, design and control, topographic, Subsurface Utility Engineering (SUE), as-built, tree, and hydrographic surveys, construction layout, Construction Engineering Inspection (CEI) surveys, field monumentation, sketches and descriptions for acquisitions and easements, GPS data collection and LIDAR scanning. In addition, we provide quantity (earthwork) surveys, condominium surveys, title document analysis, plot plans, and expert witness testimony.

In 2020, our Survey Department launched the use of laser scanning technology. As well as collecting data quickly, laser scanning is a perfect solution for projects which are relatively inaccessible, have complex detail or are unsafe to survey in the traditional way. Our market for this technology expanded as we also provided interior and structure scanning.

The firm's **landscape architecture services** include: planting, hardscape, irrigation, urban design, complete street design, recreational and commercial planning, project theming, signage design, graphic design, contract administration, construction observation services, plan review, horticultural consulting and arboriculture. Certified arborist services include tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting. The firm has inventoried more than 40,000 trees ranging from 28 to 20,000 trees per project.

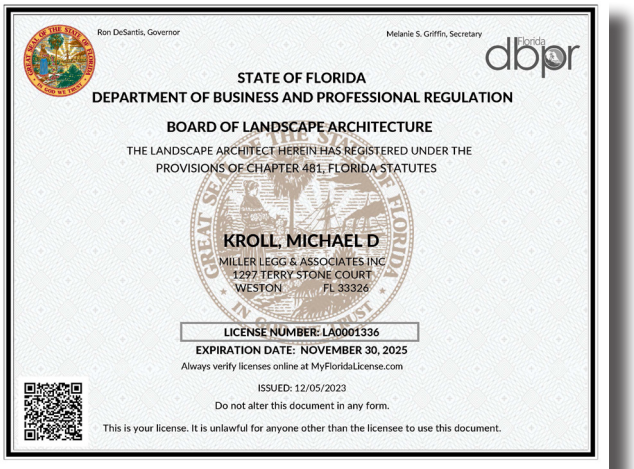
The firm has completed numerous municipal, county, state and federal projects ranging from neighborhood improvement and redevelopment projects, educational facilities, neighborhood parks, and golf course designs to regional water and sewer utilities, complete street projects, streetscapes, streets and highways, and cemeteries.

Additionally, the firm has successfully completed several thousand private sector projects including residential developments from two to 7,000 acres, industrial and office sites, hotels and theme park facilities, hospitals and medical office complexes, commercial properties, retail shopping centers and franchise properties. The firm has been involved with more than 100,000 acres of project design development in Florida.

Our approach to each project is best characterized by a "partnering relationship." We dedicate ourselves to learning the culture of our clients, their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in planning and design.

Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

KROLL, MICHAEL D

MILLER LEGG & ASSOCIATES INC
1297 TERRY STONE COURT
WESTON FL 33326

LICENSE NUMBER: LA0001336

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/05/2023

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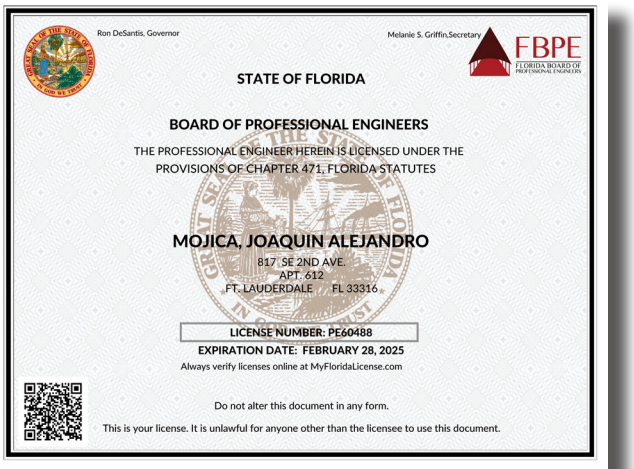

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOJICA, JOAQUIN ALEJANDRO

817 SE 2ND AVE.
APT. 612
FT. LAUDERDALE FL 33316

LICENSE NUMBER: PE60488

EXPIRATION DATE: FEBRUARY 28, 2025

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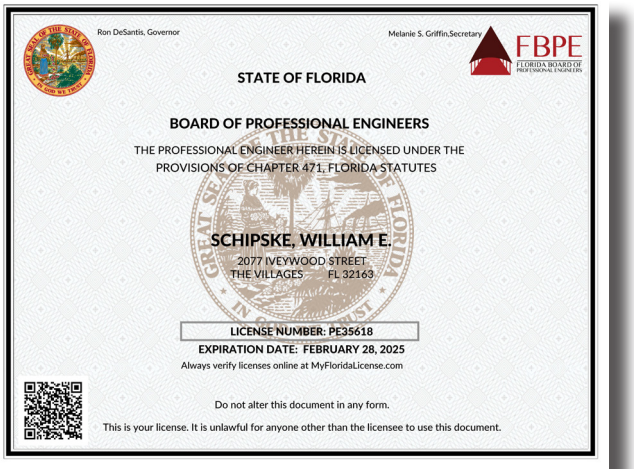

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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SCHIPSKE, WILLIAM E.

2077 IVEYWOOD STREET
THE VILLAGES FL 32163

LICENSE NUMBER: PE35618

EXPIRATION DATE: FEBRUARY 28, 2025

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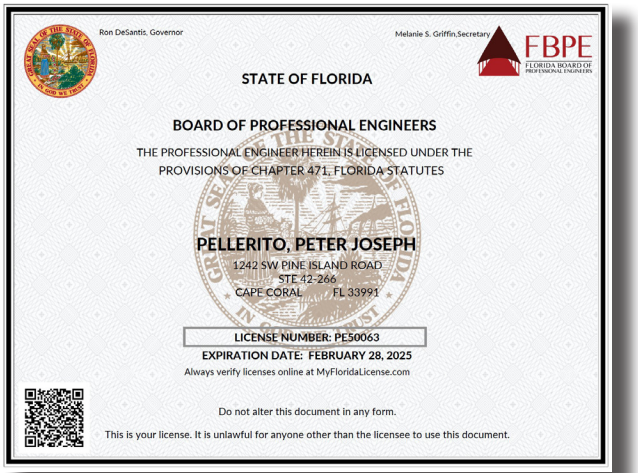

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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PELLERITO, PETER JOSEPH

1242 SW PINE ISLAND ROAD
STE 42-266
CAPE CORAL FL 33991

LICENSE NUMBER: PE50063

EXPIRATION DATE: FEBRUARY 28, 2025

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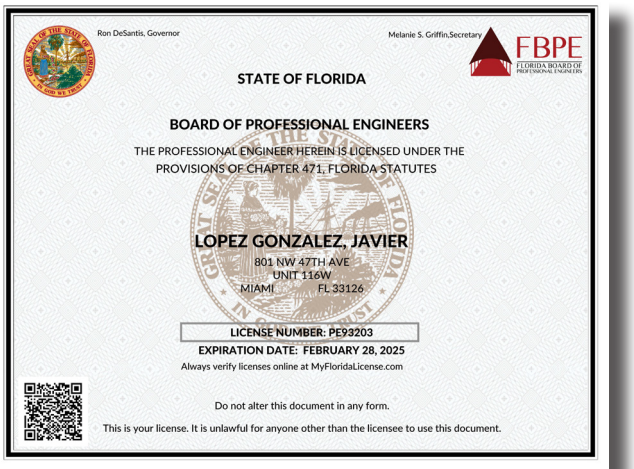

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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LOPEZ GONZALEZ, JAVIER

801 NW 47TH AVE
UNIT 116W
MIAMI FL 33126

LICENSE NUMBER: PE93203

EXPIRATION DATE: FEBRUARY 28, 2025

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Certificate of Completion

Congratulations!

The Autodesk® Authorized Training Center (ATC®) course you have completed was designed to meet your learning needs with professional instructors, relevant content, authorized courseware, and ongoing evaluation by Autodesk.

The ATC network helps professionals achieve excellence in using our software products.

Certificate No. 13656DED05

Javier Lopez
Name

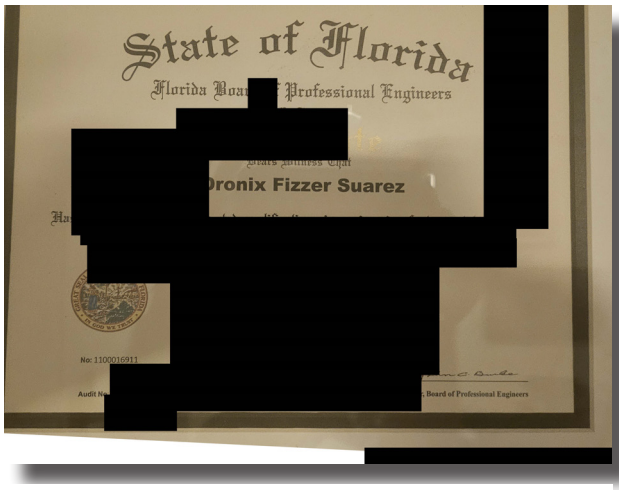
Autodesk AutoCAD Civil 3D 2017 Customized — AutoCAD Civil 3D
Course Title — Product

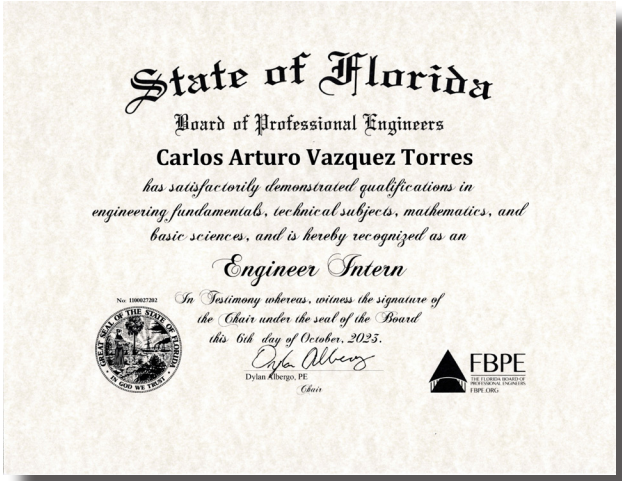
Tatiana Machado — 2017-01-25 — 24 hours
Instructor — Date — Course Duration

Digital Drafting Systems, Inc.
Autodesk Authorized Training Center.

AUTODESK.

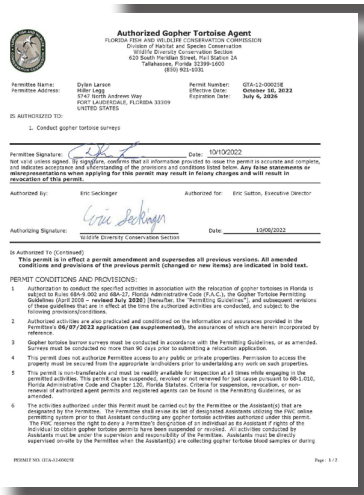
Carl Bass
President, Chief Executive Officer

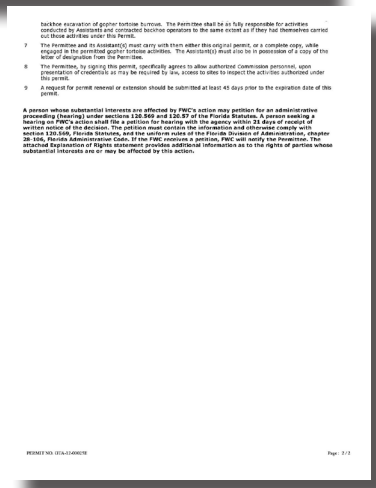

State of Florida
Florida Board of Professional Engineers
Dronix Fizzer Suarez
No: 1100016911


State of Florida
Board of Professional Engineers
Carlos Arturo Vazquez Torres
has satisfactorily demonstrated qualifications in engineering fundamentals, technical subjects, mathematics, and basic sciences, and is hereby recognized as an
Engineer Intern
No: 1100027202
In Testimony whereas, witness the signature of the Chair under the seal of the Board this 6th day of October, 2025.
Dylan Albergo, PE
Chair
FBPE

Society of Wetland Scientists
Professional Certification Program, Inc
renews the designation
Senior Professional Wetland Scientist
For
Dylan W. Larson
In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel.
Professional Wetland Scientist Number 1228 issued on 8/16/1999 and recertified on 5/22/2020.
Due to recertify again by 8/16/2025.
Matthew Simpson, PWS
President
Pat Frost, PWS
Certification Renewal Chair

THE ACADEMY OF BOARD CERTIFIED ENVIRONMENTAL PROFESSIONALS
ATTESTS THAT
DYLAN LARSON
IS HEREBY DECLARED TO BE A
CERTIFIED ENVIRONMENTAL PROFESSIONAL
IN
DOCUMENTATION
BY THE CERTIFICATION REVIEW BOARD
ACTING UNDER THE AUTHORITY OF THE BOARD OF TRUSTEES
PRESIDENT, ABCEP
CEP
CHAIRPERSON, CERTIFICATION REVIEW BOARD
CERTIFICATION NUMBER: 4050429
CERTIFIED SINCE: 1/8/2004
All CEPs must renew their certification annually by submitting their annual payment and annual maintenance hours each year.


Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1030
Permittee Name: Dylan Larson
Permittee Address: Miller Legg
5747 North Andrews Way
FORT LAUDERDALE, FLORIDA 33309
UNITED STATES
Permit Number: EITA-12-00003E
Effective Date: October 10, 2022
Expiration Date: July 6, 2026
IS AUTHORIZED TO:
1. Conduct gopher tortoise surveys
Permittee Signature: Date: 10/10/2022
Authorized By: Eric Seckinger
Authorized for: Eric Sutton, Executive Director
Authorizing Signature: Date: 10/08/2022
Wildlife Diversity Conservation Section
Is Authorized To (Continued)
This permit is in effect a permit amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.
PERMIT CONDITIONS AND PROVISIONS:
1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised July 2020) (hereafter, the "Permitting Guidelines"), and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 09/07/2022 application (as supplemented), the assurances of which are herein incorporated by reference.
3 Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
4 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
5 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
6 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall ensure its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as an Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the direct supervision of the Permittee. The Permittee shall ensure that all Assistants supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during
PERMIT NO. EITA-12-00003E
Page: 1 / 3


backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
7 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of this letter of designation from the Permittee.
8 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
9 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.
A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's decision must file a petition with the Agency Clerk of FWC within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.
PERMIT NO. EITA-12-00003E
Page: 2 / 3

The International Society of Arboriculture
Hereby Announces That
William Ripley Mohler, III
Has Earned the Credential
ISA Certified Arborist ®
By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council
Caitlyn Pollihan
CEO & Executive Director
15 February 2014
Issue Date
30 June 2026
Expiration Date
FL-6601A
Certification Number
ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
ISA Certified Arborist

The International Society of Arboriculture
Hereby Announces That
William Ripley Mohler, III
Has Earned the Credential
ISA Tree Risk Assessment Qualification®
By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council
Caitlyn Pollihan
CEO & Executive Director
25 June 2021
Issue Date
25 June 2026
Expiration Date

Society of Wetland Scientists
Professional Certification Program, Inc
grants the designation
Professional Wetland Scientist
For
William R. Mohler III
In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 4/21/2021.
Professional Wetland Scientist number 3361. Due to recertify by 4/21/2026.
Kimberli J. Ponzio, PWS
President
Robert D. Shannon, Ph.D., PWS
Review Panel Chair

2Certification No. 2014-139
Expiration date: December 31, 2025

This certifies that

William R. Mohler III

Having shown to possess the necessary qualifications
and having complied with the requirements of the

Landscape Inspectors Association of Florida

was by an order of this body recognized as competent
in dispensing of the duties of a

Landscape Inspector

Given under the seal of the
Landscape Inspectors Association of Florida
this 1st day of January, 2023

Kevin Hunt, Certification Chair

The International Society of Arboriculture

Hereby Announces That

Matthew Dancho

Has Earned the Credential

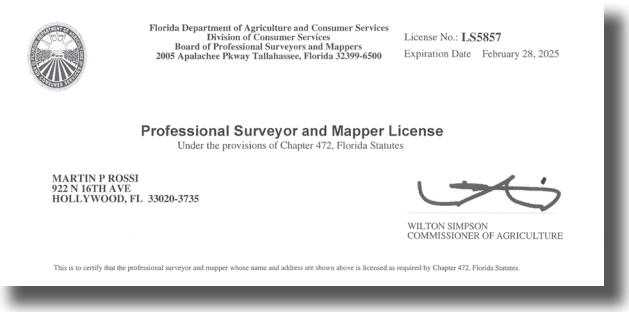
ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

3 August 2021	31 December 2024	FL-9777A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist



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.: LS5857
Expiration Date February 28, 2025

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

MARTIN P ROSSI
922 N 16TH AVE
HOLLYWOOD, FL 33020-3735

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.

CERTIFIED
SURVEY TECHNICIAN
Sandro Elvir

through knowledge, experience and testing has met the requirements
established by the Certified Survey Technician Board.

Level I Entry
Level

President

0821-7311
Certificate Number

6/30/2024
Expiration Date

NSPS

NSPS CST
CERTIFIED SURVEY TECHNICIAN

CERTIFIED
SURVEY TECHNICIAN
Larisa Podolskaya

through knowledge, experience and testing has met the requirements
established by the Certified Survey Technician Board.

Level I Entry
Level

President

0308-3279
Certificate Number

6/30/2024
Expiration Date

NSPS

NSPS CST
CERTIFIED SURVEY TECHNICIAN

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SHORE, BRIAN R
13680 NW 5TH STREET
SUITE 200
MILLER LEGG & ASSOCIATES, INC.
SUNRISE FL 33325

LICENSE NUMBER: LA6666770
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/26/2023
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

JUNCAL, CASTO MIGUEL
20449 SW 93RD AVE.
CUTLER BAY FL 33189

LICENSE NUMBER: LA6667184
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/13/2023
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The International Society of Arboriculture

Hereby Announces That

Casto Miguel Juncal

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

6 February 2018	30 June 2024	FL-9341A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

Exhibit "B"

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BRADLEY, MICHAEL
1512 E. 12TH AVE
APT 372
TAMPA FL 33605

LICENSE NUMBER: LA6667655
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/07/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF COMPLETION

MICHAEL BRADLEY

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider: myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL, 32762
Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

02/07/2023	01/27/2027	M. H	605653
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

FAU
FLORIDA ATLANTIC UNIVERSITY
College for Design and Social Inquiry

Liudmila Fuentes

has been awarded this certificate after completing the 40-hour CPTED Practitioner Seminar:

Crime Prevention Through Environmental Design

Given in the City of Fort Lauderdale in the State of Florida
August 26, 2013 - December 13, 2013

Randall I. Atlas, Ph.D., AIA, CPP
Instructor

Rosalyn Cooper, Ph.D.
Professor and Dean

Debbie Hardy, AIA
Professor and Director

Certificate of Completion

ANDREW PEREDA

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

01/21/2026	249	Michael Hernandez	80804
Date Expires	FDOT Provider #	Instructor	Certificate #

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
myttconline.com
support@myttconline.com

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.motadmin.com

Certificate of Completion

NELSON PEREZ

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate (Refresher)

03/25/2025	140	Messler R. Gilchrist	71780
Date Expires	FDOT Provider #	Instructor	Certificate #

METRO FLORIDA SAFETY COUNCIL

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.motadmin.com

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Matt Dancho

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

February 2, 2016

Hal Lunsford

Inspector Number 34499

Beth Alvi

Certificate of Completion

MATTHEW DANCHO

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

05/27/2026	249	Michael Hernandez	85983
Date Expires	FDOT Provider #	Instructor	Certificate #

myTTConline

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo, FL 32762
www.myttconline.com
support@myttconline.com

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.motadmin.com

HSQ GROUP Inc.

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.: **LS7273**
Expiration Date February 28, 2025

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

NORIETTE J ALVAREZ
2665 SW 37TH AVE APT 410
MIAMI, FL 33133-2713

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.

Exhibit "B"

State of Florida
Department of State

I certify from the records of this office that MILLER, LEGG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1995.

The document number of this corporation is P95000021117.

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 17, 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 Seventeenth day of January, 2024

Secretary of State

Tracking Number: 7542449137CC

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

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

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2024

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

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

PRODUCER: 1-314-721-5100 Aon Risk Services Central, Inc. 4200 Duncan Avenue Suite 401 St Louis, MO 63110	CONTACT NAME: PHONE: FAX (A/C, No): E-MAIL ADDRESS:
INSURED Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise, FL 33325 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ZURICH AMER INS CO — 16535 INSURER B: AMERICAN GUAR & LIAB INS — 26247 INSURER C: PACIFIC INS CO LTD — 10046 INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 750001036 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL04293036	11/01/23	11/01/24	EACH OCCURRENCE $ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 15,000 PERSONAL & ADV INJURY $ 2,000,000 GENERAL AGGREGATE $ 4,000,000 PRODUCTS - COMP/OP AGG $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP4293037	11/01/23	11/01/24	COMBINED SINGLE LIMIT (Ea accident) $ 2,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EXS4459762	11/01/23	11/01/24	EACH OCCURRENCE $ 10,000,000 AGGREGATE $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC4293035	11/01/23	11/01/24	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
C	Professional Liability			83 ON 0585217-23	12/15/23	12/15/24	Per Claim/Agg 5M/10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Proposal Purposes

CERTIFICATE HOLDER

Miller Legg & Associates, Inc.
13680 NW 5 Street, Suite 200
Sunrise, FL 33325 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACORD

ACORD 25 (2016/03)
jensen.coats@aon.com
750001036

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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- File a Complaint
- Continuing Education Course Search
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- AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

11:50:10 AM 1/4/2024

Data Contained In Search Results Is Current As Of 01/04/2024 11:50 AM.

Search Results - 4 Records

Please see our glossary of terms for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Engineering Business Registry	MILLER LEGG Main Address*: 13680 NW 5TH STREET SUNRISE, FL 33325 Mailing Address*: 13680 NW 5TH STREET SUNRISE, FL 33325	DBA	7318 Registry	Current
Registered Landscape Architect	MILLER LEGG & ASSOCIATES INC Main Address*: 1297 TERRY STONE COURT WESTON, FL 33326	DBA	LA0001336 Landscape Arc	Current, Active 11/30/2025
Landscape Architecture Business Information	MILLER LEGG & ASSOCIATES INC Main Address*: 5747 N ANDREWS WAY FORT LAUDERDALE, FL 33309	Primary	Business Info	Current, Active
Engineering Business Registry	MILLER, LEGG & ASSOCIATES, INC. Main Address*: 13680 NW 5TH STREET SUNRISE, FL 33325 Mailing Address*: 13680 NW 5TH STREET SUNRISE, FL 33325	Primary	7318 Registry	Current

Back New Search

* denotes
Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

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.: LB6680
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

MILLER LEGG & ASSOCIATES INC
5747 N ANDREWS WAY
FORT LAUDERDALE, FL 33309-2364

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.

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, **2023** THROUGH SEPTEMBER 30, **2024**

DBA: MILLER LEGG
Business Name: MILLER LEGG & ASSOCIATES INC

Receipt #: 315-178
Business Type: ENGINEER (ENGINEERING CORP)

Owner Name: MILLER LEGG & ASSOCIATES INC
Business Location: 13680 NW 5TH ST STE 200 SUNRISE
Business Phone: 954-628-3642

Business Opened: 08/19/1996
State/County/Cert/Reg: EB0007318
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

Signature

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	3.75	0.00	0.00	0.00	0.00	41.25

Receipt #WW-22-00248240
Paid 07/03/2023 41.25

Exhibit "B"

State of Florida
Department of State

I certify from the records of this office that HSQ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 26, 2022, effective December 27, 2004.

The document number of this limited liability company is L22000172831.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 3, 2024, and that its status is active.

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

Secretary of State

Tracking Number: 3568986283CC

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

License No.: **LB7924**
Expiration Date February 28, 2025

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

HSQ GROUP, LLC
1001 W YAMATO RD STE 105
BOCA RATON, FL 33431-4403

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.

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Projects in the City of Pembroke Pines

City of Pembroke Pines NW 129th Avenue Surveying - Miller Legg prepared a sketch and legal description of a portion of the School Board owned property for Flanagan High School. Broward Schools is granting an easement to the City of Pembroke Pines for the installation of a guardrail between a curved portion of NW 129 Avenue and the Flanagan sports fields.
Client(s): City of Pembroke Pines

City of Pembroke Pines Foxcroft Wetlands Mitigation - Foxcroft Wetlands is a mitigation area constructed by the City of Pembroke Pines in order to offset impacts to wetlands elsewhere in the City, in particular a City parking facility. Miller Legg was tasked by the City with mitigation monitoring, herbicidal maintenance contractor coordination and observation, and post construction permit compliance for the site. The firm produced time zero and is conducting subsequent quarterly monitoring reports in 2017 and 2018 for submittal to South Florida Water Management District (SFWMD), the Broward County Environmental Protection Department (BCEPD) and the US Army Corps of Engineers (USACE). The reports document site conditions, survival and growth of installed species and recommended remedial actions where applicable.
Client(s): City of Pembroke Pines

City of Pembroke Pines West Pines Soccer Park - A 56-acre active and passive municipal park located at 196th Avenue and Pines Boulevard in the City of Pembroke Pines. This unique park's features included four soccer fields and one football facility as well as providing other active park elements with passive park facilities such as a boardwalk and 21 acres of wetlands mitigation area. Services provided by Miller Legg included civil engineering, surveying, wetlands mitigation planning, assistance with grant writing, and mitigation construction observation. Permitting was coordinated with US Army Corps of Engineers, Broward County and South Florida Water Management District. Miller Legg worked in concert with several other consultants to deliver this project.
Client(s): City of Pembroke Pines

Pembroke Pines City Center - This project consisted of approximately 100 acre mixed use project that was the last phase of a 200 acre total development that also included multi-family and commercial land use components in Pembroke Pines. The City Center project consisted of design for a commercial and town center concept with adjacent multi-family residential components. Unique site design components included incorporation of a city park, linear 200' wide FP&L easement that split the property, an adjacent fuel pipeline easement, as well as extensive accommodation for stormwater management systems and wetlands mitigation areas. The project included the filling of existing canals and associated governmental agency permitting. Services included environmental resource permitting, mitigation design, mitigation construction, maintenance observation, remedial plan development, mitigation monitoring and surveying.
Client(s): Stiles Corporation

City of Pembroke Pines FDEP CLEAR Environmental - Provided environmental research and recording services, including GIS, for the City to update the Florida Department of Environmental Protection Consecration Lands, Easements and Recreation (CLEAR) module of the Florida State-Owned Land and Records Information System Land Inventory Tracking System (FL-SOLARIS). The City owns, manages and leases Conservation Lands in Broward County which is required by Florida Statute to be tracked and updated in a database.
Client(s): City of Pembroke Pines

City of Pembroke Pines NW 196th Avenue Surveys - Miller Legg prepared a topographic survey of a portion of the swale are at the west side of NW 196 Avenue near the northwest corner of Chapel Hill Elementary School. The purpose of the survey was to enable re-design of the swale/structure due to drainage issues.
Client(s): City of Pembroke Pines

City of Pembroke Pines Streetscape Design Guidelines - Miller Legg worked on the City of Pembroke Pines City Wide Streetscape Master Plan which included the creation of context sensitive design guidelines for the roadway corridors throughout the City including accommodations for mobility. This Master Plan looked at both the corridor segment and intersection component. Corridor segment components included: median plantings, 'Side of Road' (along the right-of-way or street edge) plantings, street trees and specialty plantings. Intersection segment components included: Median nose treatments, crosswalks, expanded pedestrian plazas at the corners, specialty items and icons. Components also included some specialty 'Threshold' Plantings, if there was adequate space. Residential streets included 'Family Ways'. These streets are intra-neighborhood linkages with improvements designed to enhance alternative modes of transportation – such as walking and biking. The Family Ways more effectively links residential communities with schools and parks and with commercial nodes, too, for shopping and to promote commerce at a local level.

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Projects in the City of Pembroke Pines (continued)

Client(s): City of Pembroke Pines

City of Pembroke Pines D/B Taft Street Improvements - Miller Legg was on the RJ Behar team for this Taft Street Design Build project for the City of Pembroke Pines. The firm's scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.
Client(s): RJ Behar & Company Inc.

City of Pembroke Pines Josias Dog Park Surveying - Miller Legg prepared a topographic survey of Josias Dog Park located at Stirling Road and SW 193rd Way in Pembroke Pines. The approximately 3-acre site is experiencing drainage issues and the City required a very detailed topographic survey to be performed to enable re-design.
Client(s): City of Pembroke Pines

City of Pembroke Pines Academic Village - A 72-acre site owned by the City of Pembroke Pines including a charter school and associated facilities with 15 acres of on-site mitigation. Services provided include: environmental permitting through US Army Corps of Engineers, South Florida Water Management District, and Broward County Environmental Planning Department, agency jurisdictional determinations, designing of the mitigation area and boardwalk features, and the design of an on-site drainage system. Services provided included, environmental permitting, mitigation design, interpretive boardwalk design, mitigation construction services, mitigation monitoring reporting, grant writing for a $1.9M Florida Community Trust Grant, acquisition assistance and the development of a management plan.
Client(s): City of Pembroke Pines

City of Pembroke Pines Master Lift Station 4 Survey - **Miller** Legg performed a series of 3D scans in a Master Lift Station (Wet and Dry Well) utilizing the LIDAR scanner in order to provide a specific purpose survey to show items such as structure linework and dimensions and cross section views, bottom elevation or depth, clearances, slab thickness, scrubber slab, inverts, pipe materials and ladder.
Client(s): City of Pembroke Pines

City of Pembroke Pines Post Hurricane Tree Inventories and ISA Value Estimates - Miller Legg performed post hurricane tree assessments for two residential communities, Pasadena Place (Resort at Pembroke Pines) and Southern Pointe Apartments in Broward County. Services provided included: complete differential global positioning system (GPS) inventory of all trees that were damaged or destroyed as a result of the 2005 hurricane season (approximately 600 trees), species identification for both damaged and destroyed trees (using any and all remaining remnants of removed trees), health evaluations for all damaged trees, and estimates of approximate tree values (both damaged and destroyed) using ISA methodology. Values for damaged and/or destroyed trees were used by property managers as part of their insurance claims in association with overall hurricane damage to their properties.
Client(s): City of Pembroke Pines

City of Pembroke Pines Florida Wetlandsbank - A 450-acre entrepreneurial fresh water wetland mitigation bank in Pembroke Pines. Services provided included: site planning, extensive negotiations with permitting agencies, including the US Army Corps of Engineers, South Florida Water Management District and Broward County, to secure dredge and fill, and water management permits, establishment of a mitigation credit system, design of a balanced wetland ecosystem including a wide variety of fresh water habitats and hydroperiods necessary for a dynamic self-sustaining system, extensive hydrologic studies and reviews to optimize critical hydrologic parameters, preparation of bid documents, contract administration, construction phasing, cost estimates, wildlife stress management plans, and construction inspection and post construction monitoring. In addition, a portion of the previous rock pit was backfilled to greater than 25 feet and brought up to wetlands restoration grade. Award: Grand Award for Engineering Excellence, American Council of Engineering Companies, Florida Chapter, 1998
Client(s): City of Pembroke Pines

Pembroke Pines Road Improvements - Provided environmental permit coordination for the proposed extensions to Pembroke Road and 196th Avenue, and widening of existing portions of 196th Avenue, 184th Avenue and 172nd Avenue in the City of Pembroke Pines. The segments are located within half a mile of a SFWMD designated water preserve area.
Client(s): The Haskell Company

City of Pembroke Pines Taft Street Canal Bank Improvements - Performed canal bank restoration and stabiization.
Client(s): City of Pembroke Pines

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Projects in the City of Pembroke Pines (continued)

City of Pembroke Pines Wetlands Park - A 100-acre municipal passive park containing an interpretive exhibit center, 3,000 LF of boardwalk and nature trails, and canoe trails in Pembroke Pines. Services provided included: land surveys, as-built surveys, topographic surveys, master planning, site planning and engineering, mitigation design and consulting, and construction management and observation.
Client(s): City of Pembroke Pines

City of Pembroke Pines Recreation Center (Phases I & II at Broward College South Campus) - A 9-acre active use park in Pembroke Pines with amenities including: softball and baseball fields with lighting, batting cages, parking lots and sidewalks. Services provided included: paving, drainage, water and sewer design, environmental impact assessment, lighting, and construction observation and management.
Client(s): City of Pembroke Pines

Pembroke Pines Charter Elementary School Central and East Campus Artificial Turf - Miller Legg prepared drainage plans, permitting and preparation of final drainage as-builts for the installation of artificial turf and drainage systems at the City of Pembroke Pines Charter School Central campus and East campus. Permitting was coordinated with the City of Pembroke Pines and South Broward Water Control District. In addition, construction observation was performed during the six weeks, to confirm site work was completed in accordance with the approved plans. Miller Legg was a subconsultant to Sports Turf One, Inc.
Client(s): Sports Turf One, Inc.

Memorial Hospital Pembroke Entrance Improvements - To improve service and accessibility at Memorial Healthcare System's Pembroke Hospital, Miller Legg provided engineering and construction services to the main entry on Sheridan Street and to the existing parking areas of the Hospital. This work included resurfacing the parking areas and design of drainage modifications. The design also addressed accessibility issues with correction of pedestrian walk slopes, new crosswalks and sidewalk ramps and decorative bollards at the hospital entrance. Permitting, maintenance of traffic for public and emergency vehicles and construction inspection services were also included in the Miller Legg efforts. This project was completed under our continuing services agreement with Memorial Healthcare System.
Client(s): Memorial Healthcare System

Memorial Hospital Pembroke Parking Improvements/Tree Inventory - To improve significant drainage problems at the Memorial Healthcare System's Pembroke Hospital, Miller Legg provided engineering drainage studies and design services for the campus and the associated parking areas. This work included analyzing the drainage system, modeling the drainage system and developing designs for the improvement of the system to reduce flooding issues. The project also included resurfacing the parking areas and design of new curbing for improved drainage. These improvements were permitted through the City of Pembroke Pines, South Broward Drainage District and South Florida Water Management District. Additional services included: surveying, Subsurface Utility Engineering (SUE), maintenance of traffic for public and emergency vehicles, tree inventory and permitting and construction observation. Regarding the tree inventory and permitting, our Certified Arborists conducted a comprehensive tree inventory of all trees located with the footprint of the proposed multi-story parking garage. Data on over 400 trees were collected and associated attributes were identified. This project was completed under our master engineer agreement with Memorial Healthcare System.
Client(s): Memorial Healthcare System

Memorial Hospital West Modular Building Installation - Miller Legg provided site development services for the installation of +/- 300 sf modular space building on the Memorial West Campus in Pembroke Pines. The objective was to accommodate the hospital's administration staff during numerous campus construction activities. The services entailed site plan preparation, permit coordination with reviewing agencies, including the City of Pembroke Pines, attendance at planning meetings, tree removal permitting and various construction services including construction observation and statement of work completion.
Client(s): Memorial Healthcare System

Memorial Hospital West Emergency Room Expansion - Miller Legg provided engineering, landscape, irrigation, specialty paving and site amenity designs from concept through construction document and construction administration phases for the Emergency Room Expansion Building, pedestrian plaza and parking garage at Memorial West Hospital in Pembroke Pines. Due to the high use of the emergency room facilities by visitors to the hospital, Miller Legg staff created a clear and safe pedestrian connection between the parking and the main building entrance and used green space areas landscaped with colorful tropical plantings to separate the pedestrian users from adjacent vehicles. Miller Legg also designed a large welcome plaza in the front of the building that includes raised seating wall planters, shade trees, geometric paving

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Projects in the City of Pembroke Pines (continued)

patterns and benches to be used by visitors and staff to relax during breaks.
Client(s): Memorial Healthcare System

Memorial Hospital West Garage Siting Study - Miller Legg evaluated potential locations for installation of a parking garage at the Memorial Hospital West campus in Pembroke Pines and prepared a report based on the results. The report contained elements such as determinations for code-required parking for the West campus and other facility locations including code-required height restrictions and setback requirements, evaluation of pedestrian bridge connectors, existing utility impacts, performance of a comprehensive tree inventory/survey of more than 300 trees including multiple specimen sized trees, and the order of magnitude Estimate of Probable Cost.
Client(s): Memorial Healthcare System

Memorial Hospital West Graduate Medical Education Building - The Memorial Hospital West Graduate Medical Education building was a new 30,000 SF 2-story medical education facility that incorporated teaching facilities and associated support services for graduate medical residents. The new facility was integrated into the east patient tower of the Hospital to provide enhanced entry and dining facilities in addition to resident and educational facilities. Miller Legg provided site planning, survey, subsurface utility coordination, civil engineering, landscape architecture, lighting design and construction administration services on the project. Prior to design work, topographic survey and campus utility infrastructure was mapped and coordinated with the owner and architectural design team for this expansion project and the enabling infrastructure improvements for this Pembroke Pines campus project.
Client(s): Memorial Healthcare System

Memorial Hospital West Stormwater Study - Miller Legg was retained by Memorial Healthcare System to update the existing Memorial Hospital West Surface Water Management/Stormwater Master Plan with the South Florida Water Management District (SFWMD) and the South Broward Drainage District (SBDD). The update addressed the overall SBDD drainage design criteria/ requirements for the MHW campus in Pembroke Pines. Miller Legg's scope included preparation of a Surface Water Management/Stormwater Plan and Surface Water Management Report and Calculations (including ICPR modeling) in response to SBDD's permitting criteria. Submittal and processing of a separate permit modification through the SFWMD was included. Topographic surveying services were provided. This project was completed under the Master Engineering Agreement with Memorial Healthcare System.
Client(s): Memorial Healthcare System

Memorial Hospital West Bed Tower Expansion - Miller Legg provided site development design and permitting services for a new 3-story vertical expansion bed tower totaling approximately 81,000 SF of the existing bed tower on the Memorial Hospital West campus in Pembroke Pines. The full scope of services included site planning, survey, subsurface utility coordination (SUE), civil engineering, landscape architecture, on-site water, sewer and drainage engineering, lighting design and construction administration services. A topographic survey and campus utility infrastructure was previously mapped and coordinated with the Owner and architectural design team for this expansion project and the enabling infrastructure improvements. Agencies involved included the City of Pembroke Pines, South Broward Drainage District, South Florida Water Management District and Broward County.
Client(s): HKS Architects, Inc.

Memorial Hospital West Drainage Recertification - Miller Legg performed engineering services to provide a 5-Year drainage re-certification of the existing drainage system for Memorial Hospital West in Pembroke Pines as required by the local drainage district. Services included review of plans and permit for the existing drainage system on file with the local drainage district, site visits to observe and evaluate the function of the existing system according to the approved design, preparation of report of field findings, preparation of comments and recommendations for conformance with the approved system. Upon site verification of completion of work to address the comments and recommendations, services also included the issuance of a letter of completion to the South Broward Drainage District.
Client(s): Memorial Healthcare System

Memorial Hospital West Temp Construction Trailer Compound - Miller Legg provided site development services for a new five (5) trailer temporary construction compound on the Memorial Hospital West campus in Pembroke Pines. Permitting was coordinated with the City of Pembroke Pines and South Broward Drainage District. The firm prepared a site development plan, provided a topographic survey, construction documents, assisted with bidding and contract administration with the campus contractor and construction observation. Electrical engineering services were also provided. Furthermore, Miller Legg provided trailer and buffer landscape design services.
Client(s): Memorial Healthcare System

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Projects in the City of Pembroke Pines (continued)

Memorial Hospital West Southwest Parking Garage - Miller Legg provided surveying, site development design, permitting and construction administration/ observation services for a six (6)-story parking garage with 1,477 spaces on the Memorial Hospital West campus in Pembroke Pines. Services included: subsurface utility engineering (SUE), surveying, site planning, campus-wide master stormwater study/improvements design/plans, on-site paving and drainage/water and sewer. Miller Legg also provided off-site roadway turn lane modifications and temporary access driveway engineering design/plans, site lighting photometrics, landscape planting and overall campus landscape mitigation design/plans, irrigation system modification design/plans, arborist and construction administration/observation services. Permitting agencies involved were the City of Pembroke Pines, South Broward Drainage District, South Florida Water Management District, FDOT and Broward County. Prior to design work, a topographic survey and campus utility infrastructure were mapped and coordinated with the owner and architectural design team for this expansion project and the enabling master stormwater, roadway modifications and infrastructure improvements.
Client(s): Memorial Healthcare System

Broward College South Campus Science Building - Miller Legg provided landscape and engineering design for this 2-story 51,000 SF science building as a subconsultant to Leo A. Daly. Services included tree removal and relocation, landscape and irrigation design, site grading, new sidewalks, utility connections, surface water/drainage improvement and subsurface utility engineering. Water main and sanitary sewer gravity main improvements were also completed. The project required coordination with Broward College Building Department, South Broward Drainage District and City of Pembroke Pines Utilities. The project was designed according to LEED sustainability goals.
Client(s): Broward College

Broward College South Campus Automotive & Marine Center Civil Design - Miller Legg addressed surface water / stormwater management related impact requirements, as well as updates / modifications to the Surface Water Management System / Stormwater Master Plan and permits modifications for the overall Campus through the South Florida Water Management District (SFWMD) and South Broward Drainage District (SBDD). Engineering services included the preparation of paving, grading and drainage plans, details, sections, drainage calculations, etc. as necessary to address the 11,548 SF project site/civil design, permitting and construction requirements. Furthermore, the firm provided landscape architecture conceptual planting plans, including tree location, irrigation and planting design, as well as construction administration.
Client(s): Broward College

Broward College South Campus Science Building Drainage Construction Observation - Following Miller Legg's engineering services for Broward College's South Campus Science Building in Pembroke Pines, the firm was retained to provide construction observation for permitted drainage retention areas 1 and 2. The service schedule extended from the preconstruction phase through civil construction observation and closeout phases. Agency regulatory submittals were required to be processed with South Broward Drainage District and the South Florida Water Management District.
Client(s): Broward College

Broward College South Campus Stormwater Master Plan Update - Miller Legg updated the Broward College South Campus stormwater master plan model previously prepared by the firm in 2015. The existing land uses and drainage features and the conceptual master plan were revised based on future anticipated improvements and the resulting drainage criteria and retention requirements. The existing stormwater model was updated using ICPR as the base by confirming and adjusting drainage basins where necessary, and updating the requirements for the drainage and stormwater master plan. The results were permitted through South Broward Drainage District and South Florida Water Management District.
Client(s): Broward College

Broward College South Campus DRA 4 Stormwater Engineering, Burrowing Owl Relocation and Permitting - Broward College South Campus (BCSC) needed to construct a storm water retention pond in an open field that contained active burrowing owl burrows. Miller Legg environmental specialists assessed the site, applied for a Florida Wildlife Commission (FWC) Incidental take permit, and relocated the owls in preparation for construction. Miller Legg communicated with the contractor so that after the burrows were collapsed, any re-burrowing in the construction template could be handled quickly. Miller Legg installed two artificial burrows outside the construction area that were being used by the owls. The active burrows were scoped and collapsed inside the template before they nested. Broward College was able to proceed with the planned construction with no delay due to protected species and the owls were relocated to a safer location.

Projects in the City of Pembroke Pines (continued)

Client(s): Broward College

Broward College South Campus Picnic Table Hardscape Master Plan - This project includes planning services related to preparation of a Conceptual Hardscape Master Plan at the South Campus, adjacent to the Science Building, which identifies the locations and designs of hardscape landings for placing existing picnic tables.
Client(s): Broward College

Broward College South Campus B-99 Aviation Hangar Addition Design Criteria - Miller Legg was retained to provide civil engineering and landscape architecture/irrigation services as part of the Zyscovich Architects team for the Broward College South Campus Building 99 Aviation Hangar Addition, site work and renovations project. The 16,000 SF double height, one-story addition included new program spaces for the College's aviation program. The scope consisted of preparing the comprehensive design criteria package covering estimates of construction cost and construction documents for the campus Jet Laboratory facility at the Hangar.
Client(s): Zyscovich Architects

Broward College South Campus Dry Retention Area (DRA) 9 & Perimeter Berm Plans - Broward College retained Miller Legg for civil engineering, utility designation and construction observation services to address surface water/storm water management improvements associated with the South Campus Stormwater Master Plan, specifically related to proposed Dry Retention Area (DRA) #9. The scope consisted of demolition of building, water and sewer utilities within the DRA and City Park boundary. Improvements within the DRA area included paving, grading and drainage plans design and preparation. Engineering tasks included an analysis of stormwater system and modifications to the ICPR model and other permitting including processing of construction permits through Broward College, South Broward Drainage District (SBDD) and South Florida Water Management District (SFWMD) . Due to the proximity to North Perry Airport, adherence to FAA regulations was necessary as part of the design restrictions.
Client(s): Broward College

Broward College South Campus Building 73 - Utility relocation services included as-built survey and engineering design for the re-routing of gravity sewer infrastructure. Worked with an architecture firm, The Russell Partnership.
Client(s): Broward College

School Board of Broward County (SBBC)

Pembroke Lakes Elementary School Fire Line Improvements - Miller Legg provided civil engineering design and permitting services for fire line improvements as a subconsultant to TLC Engineering for Architecture. Because of School Board of Broward County budget constraints, the project was designed but never constructed.
Client(s): TLC Engineering for Architecture

Broward College South Campus DRA#7 Stormwater Permit (B99 Hangar Expansion) - Following the expansion of the Broward College Building 99 Aviation Hangar, Miller Legg provided engineering services for the required permit modifications to the South Campus Stormwater Master Plan for Dry Retention Area (DRA) #7. The scope included construction permitting for the proposed improvements through South Broward Drainage District and South Florida Water Management District with geotechnical exploration and limited construction materials testing performed by a subconsultant.
Client(s): Broward College

Broward College South Campus B-68 Performing & Cultural Arts Theater Addition - Miller Legg provided civil engineering services required to address site grading and sidewalk placement and ADA compliance requirements associated with the Broward College South Campus B-68 Performing & Cultural Arts Theater building addition. The scope included preparation of grading and drainage plans, construction permit applications submittal and processing, project design and permitting coordination, civil construction observation and closeout. Permitting entities were Broward College Building Department, South Florida Water Management District and South Broward Drainage District.
Client(s): Harvard Jolly, Inc.

Broward College South Campus Stormwater Master Plan - The project at the Broward College South campus consisted of analyzing the existing hydraulic conditions and proposed build-out conditions using the Interconnected Channel and Pond Routing (ICPR) program. Aerials, existing topographic surveys, existing engineering plans, field observations, water table elevations, as-built information, and the proposed Campuses Master Site Plan were compiled to establish design guidelines for the overall surface water management system to set minimum road crown elevations, finish floor elevations, and water storage requirements. Recommendations to improve existing drainage facilities and propose new facilities were included as part of the analysis to protect the existing developments from potential flooding through the use of culverts and control structures. Permitting was coordinated with South

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Projects in the City of Pembroke Pines (continued)

Broward Drainage District and South Florida Water Management District.
Client(s): Broward College

School Board of Broward County Pine Lakes Elementary International Welcome Center - Miller Legg provided engineering plans for new parking lot design and fence in a 1-acre area to repurpose Building 85 at the Pine Lakes Elementary School 10-acre site to an International Welcome Center public facility. The scope of services consisted of topographic and tree surveying, conceptual and on-site engineering plans, bidding assistance and construction administration services. Permitting was coordinated with South Broward Drainage District (SBDD) and Broward County School Board. The firm furnished arborist services consisting of a survey of the trees and palms, provided mitigation requirements, recommendations on trees to be removed, relocated or to remain on site, and coordinated tree removal permitting as necessary with Broward County.
Client(s): School Board of Broward County

School Board of Broward County Pasadena Lakes Elementary School Lift Station - Miller Legg provided civil engineering design services to the School Board for a lift station for six modular classroom additions on Pasadena Boulevard. Services provided included: topographical survey, SUE services including utility locates and vacuum excavation, on-site engineering plans, agency permitting/ coordination, as well as bidding assistance and construction observation.
Client(s): School Board of Broward County

School Board of Broward County Everglades Middle School Portable Annex - For this middle school project, Miller Legg is providing subsurface utility engineering (SUE) services including utility designation and topographic surveying.
Client(s): School Board of Broward County

School Board of Broward County South Area Portable Annex - Miller Legg was tasked by the School Board of Broward County with preparing a boundary survey of a former school site in Pembroke Pines.
Client(s): School Board of Broward County

School Board of Broward County Chapel Trail Elementary School Survey - Performed surveying services for the School Board of Broward County.
Client(s): School Board of Broward County

School Board of Broward County Pines Lakes Elementary School Fire Line Improvements Design - Miller Legg provided civil engineering design and permitting services for fire line improvements as a subconsultant to TLC Engineering for Architecture. Because of School Board of Broward County budget constraints, the project was designed but never constructed.
Client(s): TLC Engineering for Architecture

Broward County Aviation Department North Perry Airport Taxiway B Overlay Topographic Survey - The firm performed a topographic survey of Taxiway B at the North Perry Airport. Surveying services included the location of all improvements along the taxiway along with intersecting taxiways and runways.
Client(s): Broward County Aviation Department

Florida Department of Transportation District 4 US 27 SUE Services - Sheridan Street - For this improvement project at the intersection of US 27 and Sheridan Street in Broward County, Miller Legg has performed utility designation and test holes for the installation of new utility poles.
Client(s): Florida Department of Transportation - District 4

Florida Department of Transportation District 4 SR 823 from the Dade/Broward County Line North to NW 4th Street in Pembroke Pines - This full design roadway project encompassed four miles. The project entailed horizontal project network control, vertical project network control, alignment and/or existing right-of-way lines, aerial targets, topography, digital terrain modeling, cross sections and sectional surveys (seven sections) to establish the historic baseline of survey. We were a subconsultant to Parsons Transportation.
Client(s): Parsons

Florida Department of Transportation District 4 US 27 SUE Services - Johnson Street - For this improvement project at the intersection of US 27 and Johnson Street in Broward County, Miller Legg has performed utility designation and test holes for the construction of new mast arms.
Client(s): Florida Department of Transportation - District 4

Florida Department of Transportation District 4 SR 820/Pines Boulevard from 196th Avenue to 150th Avenue Landscape Design and Tree Inventories - For this three-mile 3R project located in western Pembroke Pines from west of I-75, Miller Legg provided design services to enhance the existing corridor. Due to numerous storms/hurricanes and modifications to the corridor, an existing health and criteria review was

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Projects in the City of Pembroke Pines (continued)

performed. An inventory and evaluation of over 1,400 trees and palms was conducted to review health and safety criteria. Variance consideration and coordination with the Engineer of Record allowed for a comprehensive design theme to be re-established throughout the corridor. This project was part of a multi-year in-house continuing service contract for FDOT District 4.
Client(s): Florida Department of Transportation - District 4

Florida Department of Transportation District 4 SR 25/US 27 Design/Build Mitigation and Landscape Services - This design/build project involved environmental permitting, wetland evaluation, agency coordination, wetland design (earthwork and planting), topographic surveys, as-built surveys and construction services associated with the voluntary installation of 1,600 LF of freshwater wetlands within FDOT right-of-way along US 27 between Griffin Road and I-75. In addition to those services, Miller Legg also used Subsurface Utility Engineering (SUE) surveying and utility coordination to evaluate the presence or absence of underground fiber optic utilities within the project area. Our subcontractor performed the construction with Miller Legg provided construction observations.
Client(s): Florida Department of Transportation - District 4

South Florida Regional Distribution Center Wetland Permitting - Miller Legg worked with the Consulting Engineer to prepare and coordinate application forms, sketches indicating proposed wetland impacts, mitigation calculations and support data to Broward County Environmental Protection and Growth Management Department (EPGMD), South Florida Water Management District (SFWMD) and United States Army Corp of Engineers (USACOE). Wetland permitting was provided for dredge and fill activities on a 72-acre site, previously a correctional institution, now proposed as a South Florida Regional Distribution Center. Additional services included a Wetland Cumulative Impact assessment report, Indigo Snake survey and report and coordination with US Fish and Wildlife (USFWS), wetland jurisdictional determination and post wetland preserve annual reviews.
Client(s): Hernandez Development Services

Pasadena Place/Resort at Pembroke Pines - Miller Legg provided planning, surveying, landscape architecture, and engineering services to modify the existing entrance for the Resort of Pembroke Pines, otherwise known as Pasadena Place. Services provided include site plan preparation, topographic surveying, landscape architecture design, lighting design, irrigation system design, utility coordination, grading, drainage, permitting and construction administration. As a result of damage from Hurricane Wilma, Miller Legg provided Certified Arborist services to estimate the value of 1,000 trees located throughout the 90-acre site that were damaged or destroyed and worked with the client on settling claims for lost trees.
Client(s): Waterton Property Management

Hurricane Wilma Erosion Survey Project - As part of the South Broward Drainage District's improvements to neighborhoods within the District that were damaged by Hurricane Wilma, Miller Legg provided lake bank cross-section and staking services for five lakes in western Pembroke Pines and Miramar.
Client(s): South Broward Drainage District

Florida Wetlands Bank Survey - Performed surveying services.
Client(s): Native Technologies

Florida Wetlands Bank Habitat Characterization - Miller Legg was retained to assist with characterizing three (3) separate habitat types within the Florida Wetlands Bank (FWB)of approximately 450 acres on a project area owned by the City of Pembroke Pines. The scope involved review of existing permits and special conditions, conducting of remote sensing activities to establish the different habitat types found on the FWB site. Forested wetland, herbaceous wetland and upland buffer were characterized and associated acres determined. The results of the existing wetland scoring for each habitat's total acreage were converted to the Uniform Mitigation Assessment Methodology (UMAM). The firm has worked on FWB projects since 1995.
Client(s): Wetlandsbank Group, LLC

Sheridan Street Commerce Center - This project consists of approximately 10 acres of off-site independent mitigation for a planned mixed-use development in Pembroke Pines, Broward County. The site consisted of low quality degraded wetlands that were designed to be lowered in elevation with extensive earthwork to create multiple habitats including short and long hydroperiod marsh, tree islands, deep water habitat, sloughs, and upland / transitional habitat. Services included site engineering design, stormwater management design and permitting, boundary and topographic surveying, sketch and legal descriptions, conceptual and final site plan design, environmental resource permitting, mitigation design, mitigation construction, mitigation monitoring, grant applications, management plans and annual stewardship reporting.
Client(s): Stiles Corporation

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Projects in the City of Pembroke Pines (continued)

Pines 200 East Site Investigation & Permitting Due Diligence - The firm performed a preliminary investigation of government requirements for natural resource permitting, including wetlands, protected species and vegetation/trees for a 4-acre parcel in Pembroke Pines. A due diligence investigation was conducted for existing permits and commitments and future jurisdictional agency environmental permitting requirements (US Army Corps of Engineers, South Florida Water Management District, Broward County). The results of the assessment were presented in a Project Development Feasibility Technical Memorandum.
Client(s): JA&M Properties & Mgmt Group

Wesfork Plaza Surveying - Miller Legg provided survey layout and asbuilt services for portions of the Westfork Plaza site in Pembroke Pines. The firm also prepared a sketch and legal description of proposed utility easements.
Client(s): G&I VII Westfork, LLC

Club Fit Plaza Drainage Certification - For this existing retail shopping center in Pembroke Pines, Miller Legg performed a drainage recertification as required by the South Broward Drainage District.
Client(s): Silver Builders, Inc.

Pembroke Isles Plaza - Performed surveying services.
Client(s): Triple S Associates

Pembroke Falls Tree Inventory - Miller Legg performed arborist services and street tress inventory for the Pembroke Falls community, which consists of 18 subdivisions. Upon completion of these services, the community retained Miller Legg to perform additional services including drainage permitting, sidewalk repair plans and surveying.
Client(s): Pembroke Falls Homeowners Association, Inc.

Oasis Church of South Florida Survey - Miller Legg performed a boundary and topographic survey of the Oasis Church of South Florida in Pembroke Pines, showing above ground improvements, accessible storm and sanitary sewer rim and invert elevations, pipe types and sizes where shown to reflect recent property improvements. The elevations are shown within adjacent road right-of-way. Miller Legg had prepared the original 1987 property plat.
Cli*ent(s): Oasis Church of South Florida*

Longhorn Steakhouse - SFWMD Certification - Performed South Florida Water Management Distrcit Certification.
Client(s): WD Partners

Pembroke Shores - A 487-acre residential development at Dykes Road and Pines Boulevard in Pembroke Pines. Services provided included environmental mitigation monitoring.
Client(s): Private

Pembroke Road Exit Topo - Performed surveying services.
Client(s): Grand Palms Hotel-Spa and Golf Resort

Home Depot Access Improvements - Conducted study of primary access driveway for this store on Pines Boulevard (SR820) in the City of Pembroke Pines. Coordinated with FDOT Traffic Operations and Permitting offices to gain approval for median and driveway turn lane modifications.
Client(s): Home Dept USA, Inc.

Abundant Living Ministries - A 12-acre school and church site in Pembroke Pines. Services provided included: site plan processing, coordination of wetlands permitting, and paving, drainage, water and sewer design.
Client(s): Abundant Living Ministries

ABC Fine Wine & Spirits - A two-acre site with an 11,990-SF building in the Rooms To Go Center commercial retail development located at the southeast corner of Pines Boulevard and SW 108th Avenue in Pembroke Pines. Services provided included: surveying, planning (site plan), landscape architecture, engineering design and permitting, and construction services.
Client(s): ABC Liquors

Flamingo Falls - Performed surveying services.
Client(s): Smith-Roberts National Corp.

Fountains Executive Center - Performed surveying services for the parcel at the intersection of Douglas Road and Sheridan Street. .
Client(s): The Crexent Business Center

Pembroke Shores EPD Compliance Coordination - Performed ecological investigations.
Client(s): Pembroke Shores Community Association

Professional Center Pembroke Lakes Mall - Performed surveying services.
Cl*ient(s): Listick & Krall, PA*

Windmill Lakes Condominium - The firm prepared drawings to convert the Windmill Lakes Apartment Complex to condominium status. We provided a boundary

Projects in the City of Pembroke Pines (continued)

survey, a master condominium drawing and five individual phase drawings along with floor plans and unit drawings. Along with the boundary survey, the firm provided and prepared drawings for the recreation area, additional services to add Lake parcels A, B & C on the premises.
Client(s): Windmill Lakes, Inc.

KinderCare Learning Center - A 1.35-acre commercial project in Pembroke Pines. Services provided included: site planning, paving, drainage, water, sewer, signing and marking design, surveying, construction observation and certification of design.
Client(s): KinderCare Learning Centers, Inc.

Westfork Plaza - A commercial project in Pembroke Pines for which we provided platting, surveying and engineering.
Client(s): G&I VII Westfork, LLC

Towngate Property - A 592-acre residential parcel between Pines Boulevard and Sheridan Street in Pembroke Pines. Services provided included: jurisdictional determination of wetlands, mitigation design, dredge and fill permitting, and mitigation monitoring for Phase I and Phase II monitoring areas. Coordinated with three regulatory agencies including Broward County Department of Planning and Environmental Protection, South Florida Water Management District and U.S. Army Corps of Engineers.
Client(s): Minto Builders, Inc.

Rooms to Go Pembroke Pines - Surveying Services - A 4.45-acre commercial retail development located at the southeast corner of Pines Boulevard and S.W. 108th Avenue in Pembroke Pines. Surveying services provided to the contractor included: boundary, topographic, sketch and legal descriptions and as-builts.
Client(s): Gilbane Building Company (WG Mills)

Rooms To Go of Pembroke Pines - A five-acre commercial retail development located at the southeast corner of Pines Boulevard and SW 108th Avenue in Pembroke Pines. Services provided included: surveying (boundary, topographic, sketch and legal descriptions) planning (site plan), landscape architecture, engineering design and permitting, off-site roadway design, and construction services.
Client(s): Seaman Development Corp.

Sheridan Village Caribe Homes - Performed planning and surveying services for the developer.
Client(s): Caribe Homes

The Trails - A 126-acre residential subdivision in Pembroke Pines. Services provided included: surface water management; roadways; water distribution system design; permitting; coordination of contractors and inspections; and coordination with governmental agencies.
Client(s): Private

Sunbelt Properties - Pembroke Pines Parcel - For this 9-acre project, Miller Legg provided engineering, planning, environmental, and surveying services. Located in the City of Pembroke Pines, Florida, this site will contain a 70,000-SF commercial development. Services provided include Land Use Plan Amendment to the City of Pembroke Pines, Land Use Plan Amendment to Broward County, public notification for public hearings, preliminary wetland permitting investigations, boundary survey and engineering analysis.
Client(s): Sunbelt Properties

Skip Parcel 32 Florida Wetlands Bank - Performed surveying servcies at the Wetlands Bank.
Client(s): Native Technologies

196th Avenue Residential - Performed planning and surveying services for the homebuilder.
Client(s): SK Homes

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE 2/27/2024

33. NAME AND TITLE

Michael Kroll, RLA, FASLA, President

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Exhibit "B"

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ # PSPW-23-20

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Miller Legg	3. YEAR ESTABLISHED: 1965
	4. DUNS NUMBER: 038700035
2b. STREET: 13680 NW 5th Street, Suite 200	5. OWNERSHIP
	a. TYPE: Corporate
2c. CITY: Sunrise / 2d. STATE: FL / 2e. ZIP CODE: 33325	b. SMALL BUSINESS STATUS: Yes
6a. POINT OF CONTACT NAME AND TITLE: Michael Kroll, RLA, FASLA, President	7. NAME OF FIRM *(If block 2a is a branch office)*
6b. TELEPHONE NUMBER: (954) 628-3651 / 6c. E-MAIL ADDRESS: mkroll@millerlegg.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
02	Administrative	5	5	C02	Cemeteries (Planning & Relocation)	5
07	Biologist	3	3	C06	Churches; Chapels	2
08	CADD Technician	4	4	C10	Commercial Building; (low rise); Shopping	2
12	Civil Engineers	8	7	C14	Conservation and Resource Management	4
14	Computer Programmer	0	0	E01	Ecological & Archeological Investigations	4
16	Construction Manager	0	0	E02	Educational Facilities; Classrooms	4
19	Ecologists	1	1	H07	Highways; Streets; Airfield Paving; Parking	2
21	Electrical Engineers	0	0	H09	Hospitals & Medical Facilities	3
23	Environmental Engineer	0	0	H11	Housing (Residential, Multifamily,	6
50	Environmental Risk Assessor	0	0	I06	Irrigation; Drainage	2
24	Environmental Scientist	2	2	L01	Laboratories; Medical Research Facilites	2
29	GIS Specialist	0	0	L03	Landscape Architecture	5
39b	Irrigation Designer	0	0	P04	Pipelines (Cross-country--Liquid & Gas)	2
38	Land Surveyor	1	1	P05	Planning (Community; Regional; Areawide &	3
38a	Survey Crew Members	4	2	P06	Planning (Site, Installation and Project)	3
39	Landscape Architects	4	3	R04	Recreational Facilities (Parks; Marinas; ect.)	4
39a	Landscape Designers	6	6	S04	Sewage Collection, Treatment & Disposal	5
47	Planners: Urban/Regional	0	0	S13	Stormwater Handling & Facilities	5
51	Safety/Occupational Health	0	0	S10	Surveying; Platting; Mapping; Flood Plain	2
60	Transportation Engineers	0	0	T03	Traffic & Transportation Engineering	2
	Other Employees	1	1	U02	Urban Renewals; Community Development	4
	Total	39	35	W03	Water Supply; Treatment and Distribution	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	4
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 2/27/2024

c. NAME AND TITLE

Michael Kroll, RLA, FASLA, President

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Exhibit "B"

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ # PSPW-23-20

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Miller Legg	3. YEAR ESTABLISHED: 2006
	5. DUNS NUMBER: 038700035
2b. STREET: 1845 NW 112 Avenue, Suite 211	5. OWNERSHIP
	a. TYPE: Corporate
2c. CITY: Miami / 2d. STATE: FL / 2e. ZIP CODE: 33172	b. SMALL BUSINESS STATUS: Yes
6a. POINT OF CONTACT NAME AND TITLE: Michael Kroll, RLA, FASLA, President	7. NAME OF FIRM *(If block 2a is a branch office)*: Miller Legg
6b. TELEPHONE NUMBER: (954) 628-3651 / 6c. E-MAIL ADDRESS: mkroll@millerlegg.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
02	Administrative	5	0	C02	Cemeteries (Planning & Relocation)	0
07	Biologist	3	0	C06	Churches; Chapels	0
08	CADD Technician	4	0	C10	Commercial Building; (low rise); Shopping	0
12	Civil Engineers	8	0	C14	Conservation and Resource Management	0
14	Computer Programmer	0	0	E01	Ecological & Archeological Investigations	0
16	Construction Manager	0	0	E02	Educational Facilities; Classrooms	4
19	Ecologists	1	0	H07	Highways; Streets; Airfield Paving; Parking	3
21	Electrical Engineers	0	0	H09	Hospitals & Medical Facilities	2
23	Environmental Engineer	0	0	H11	Housing (Residential, Multifamily,	0
50	Environmental Risk Assessor	0	0	I06	Irrigation; Drainage	0
24	Environmental Scientist	2	0	L01	Laboratories; Medical Research Facilites	0
29	GIS Specialist	0	0	L03	Landscape Architecture	0
39b	Irrigation Designer	0	0	P04	Pipelines (Cross-country--Liquid & Gas)	0
38	Land Surveyor	1	0	P05	Planning (Community; Regional; Areawide &	0
38a	Survey Crew Members	4	2	P06	Planning (Site, Installation and Project)	0
39	Landscape Architects	4	1	R04	Recreational Facilities (Parks; Marinas; ect.)	0
39a	Landscape Designers	6	0	S04	Sewage Collection, Treatment & Disposal	0
47	Planners: Urban/Regional	0	0	S13	Stormwater Handling & Facilities	0
51	Safety/Occupational Health	0	0	S10	Surveying; Platting; Mapping; Flood Plain	6
60	Transportation Engineers	0	0	T03	Traffic & Transportation Engineering	0
	Other Employees	1	0	U02	Urban Renewals; Community Development	0
	Total	39	3	W03	Water Supply; Treatment and Distribution	0

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	4
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
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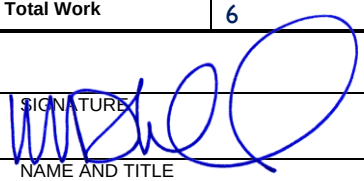
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



c. DATE: 2/27/2024

c. NAME AND TITLE

Michael Kroll, RLA, FASLA, President

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

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Exhibit "B"

MILLER LEGG

Submitting for:

- General Civil and Environmental Engineering Services
- Land Surveying Services
- Landscape Architecture Services

Multidisciplinary Firm:

- Landscape Architecture
- Planning
- Survey
- Subsurface Utility Engineering (SUE)
- GIS
- Environmental
- Civil Engineer
- Transportation Engineering & Planning
- Construction Services

February 27, 2024

City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

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

VIA BONFIRE

Dear Selection Committee Members:

Miller Legg is extremely pleased to submit our professional qualifications for this City of Pembroke Pines CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping Contract. In our 58 years of business, we have delivered multiple services for numerous important City of Pembroke Pines projects which we are presenting in our submittal, and we look forward to collaborating with you on this contract.

Miller Legg was originally incorporated in the City of Pembroke Pines by R.P. Legg and was headquartered on Douglas Road for more than 15 years. We currently provide survey and SUE services under a City of Pembroke Pines Land Surveying Contract.

We have enjoyed lengthy involvement in Pembroke Pines projects for other high-profile clients such as the Memorial Healthcare, Broward College, School Board of Broward County and the Florida Department of Transportation. **These projects have similarly necessitated interaction and coordination with City staff and a comprehensive knowledge of City regulations and requirements across various departments.**

As with all continuing services contracts, we understand that projects can be small or large. No matter the scale of this contract's projects, the Miller Legg Team will deliver to you the highest quality services. With our vast municipal engineering, environmental, surveying and landscape architecture experience, we can provide you unsurpassed design services for the City's projects planned to be conducted under this Contract.

As Principal-in-Charge, I am authorized to negotiate for the firm, and I assure you that the City will have the Miller Legg Team's corporate commitment of staff and resources for all of the projects under this consulting Contract. Should you require any additional information, please don't hesitate to contact me at 954.628.3651 or email at mkroll@millerlegg.com. We very much appreciate the opportunity to present our credentials to you in the following qualifications package.

Sincerely,

Michael D. Kroll, RLA, FASLA
President and Principal-in-Charge

South Florida Office: 13680 NW 5th Street • Sunrise, Florida • 33325-6234
(954) 436-7000 • Fax: (954) 493-6539
www.millerlegg.com

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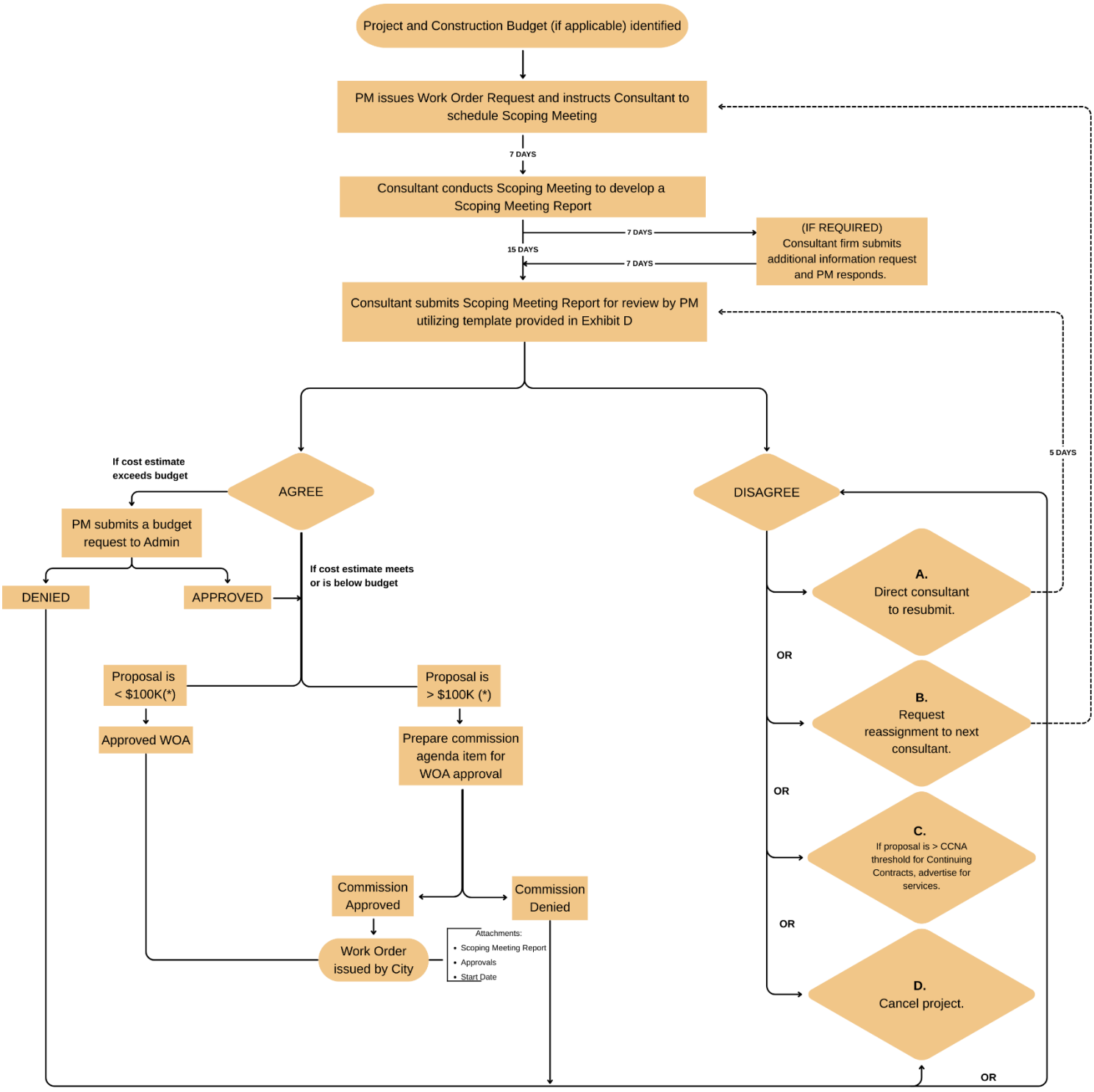
Exhibit C

Work Order Assignment Process



*Note: The thresholds for Commission Approval are referenced from Chapter 35 of the City's Procurement Code of ordinances and are subject to change

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EXHIBIT D

Scoping Meeting Report Template

Project Name:

Work Order Request No.: (*Provided by the CITY*)

Consultant Name:

Consultant Address:

Consultant Project Manager:

Date of Scoping Meeting:

Project Location / Address: *(Include Facility or Property Name and Address)*

City Department:

City Project Manager:

Communication Matrix: *(Provide contact information for primary and secondary representatives of the City, Consultant, and Sub-Consultants. Include name, title, email, and phone number for each.)*

PROJECT DETAILS:

1. PROJECT UNDERSTANDING *(Briefly describe the Project needs, goals, and background. Summarize the proposed approach and services to be provided by the CONSULTANT)*

2. SCOPE OF SERVICES *(Outline the specific professional services and tasks to be performed. Tasks may vary depending on project type. This section does not include the effort necessary to develop the detailed Scope of Services and Estimate of Probable Construction Cost.)*

   Task 1 – Data Collection (*Ex: site visits, needs assessment, geotechnical/survey/traffic counts/etc*)
   Task 2 - Project Management
   Task 3 – Planning
   Task 4 - Development of Project Deliverables (such as Design (30%/60%/90%/100%), Surveying and Mapping Documents, Estimate of Probable Construction Costs, technical studies, testing reports, modeling results, or other discipline-specific documentation)
   Task 5 – Permitting Assistance (*if applicable*)
   Task 6 – Procurement/Solicitation Assistance (*if applicable and requested by City*)
   Task 7 - Construction Administration(*if applicable and requested by City*)

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3. PROJECT SCHEDULE (*Provide anticipated completion dates for each Task and key milestone, consistent with the Project Schedule requirements in Section 2.15 of the Agreement and inclusive of all CITY and Outside Regulatory Agency review periods.*)

4. OPINION OF PROBABLE CONSTRUCTION COST (*If applicable, Provide the CONSULTANT's preliminary Opinion of Probable Construction Cost based on conceptual scope and assumptions available at the time of the Scoping Meeting. This value is intended for planning purposes only and is subject to refinement as project details develop.)*

5. SUBCONSULTANTS (*List all Sub-Consultants participating in the Project. Identify any Sub-Consultants not previously listed in Exhibit B and provide justification for their addition, consistent with Article 3.10 of the Agreement.*)

6. CITY FURNISHED DOCUMENTS & DATA (*Identify surveys, drawings, reports, or other materials to be provided by the CITY in accordance with Article 5 of the Agreement.)*

7. MEETINGS AND SITE VISITS – *(List the anticipated number and type of Project Meetings and Site Visits and identify the expected participants.)*

8. COMPENSATION *(Provide a detailed fee proposal by Task in accordance with the Labor Rates established in Exhibit E and the approved Method of Compensation (Hourly Not-to-Exceed, Lump Sum, or Milestone-Based). Include a summary of estimated hours, direct labor costs, and any Reimbursable Expenses authorized per Section 3.18.)*

9. SERVICES NOT INCLUDED – *(List any services excluded from the Scope of Services. Any additional services shall be performed only through a Supplemental Work Order as defined in Section 2.21)*

10. ADDITIONAL SERVICES - *(Identify any potential additional services that may be required based on project conditions, to be negotiated and authorized separately.)*

11. SPECIAL CONSIDERATIONS/NOTES/ASSUMPTIONS *(Provide comments, observations, or special considerations relevant to the Project. Note any assumptions used in preparing the proposal.)*

12. OTHER INFORMATION *(Include any other data, materials, or methods the CONSULTANT plans to utilize in connection with performing services under this Work Order.)*

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

Awarded Discipline(s)	
E - Land Surveying	G - Landscape Architecture

City of Pembroke Pines Standard Rates
Effective January 1, 2026

Labor Category	Description	UOM	Rates
Principal Surveyor for Discipline(s) E: *E - Land Surveying Services*	Corporate Officer, Department Head or Practice Manager with PSM License	Hour	$ 300.00
Principal Landscape Architect or Hydro-Geologist for Discipline(s) G & H: *G - Landscape Architecture Services* *H - Hydro-Geological Services*	Corporate Officer, Department Head or Practice Manager with PE or PG License	Hour	$ 295.00
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
Landscape Architect IV	20+ years experience as a Registered Landscape Architect (RLA)	Hour	$ 250.00
Landscape Architect III	10-20 years experience as a Registered Landscape Architect (RLA)	Hour	$ 180.00
Landscape Architect II	5-10 years experience as a Registered Landscape Architect (RLA)	Hour	$ 150.00
Landscape Architect I	1-5 years experience as a Registered Landscape Architect (RLA)	Hour	$ 135.00
Landscape Architecture Assistant	Graduate with a Degree in Landscape Architecture without passage of the Landscape Architecture Registration Examination (LARE)	Hour	$ 110.00
Designer/CADD III	Landcape Architecture/CADD Designer with 10+ Years Experience	Hour	$ 130.00
Designer/CADD II	Landcape Architecture/CADD Designer with 5-10 Years Experience	Hour	$ 130.00
Designer/CADD I	Landcape Architecture/CADD Designer 1-5 Years Experience	Hour	$ 130.00

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.

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID:	25-2093	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	10/29/2025
Short Title:	Negotiated Continuing Contracts for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping"			**Final Action:**	01/21/2026

Title: MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACTS PURSUANT TO THE AWARD OF RFQ # PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING", IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), WITH THE FOLLOWING RANKED CONSULTANTS FOR EACH TRADE AS LISTED BELOW:

TRADE A: GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) CARNAHAN, PROCTOR AND CROSS
3) CRAVEN, THOMPSON & ASSOCIATES, INC.
4) CTS ENGINEERING, INC.
5) CPH, LLC.

TRADE B: MEP ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) SGM ENGINEERING, INC.
3) CPH, LLC.

TRADE C: GEOTECHNICAL SERVICES
1) UNIVERSAL ENGINEERING SCIENCES, INC.
2) MARLIN ENGINEERING, INC.
3) KIMLEY HORN AND ASSOCIATES, INC.

TRADE D: STRUCTURAL ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) CPH, LLC.
3) R.J. BEHAR & COMPANY, INC.

TRADE E: LAND SURVEYING SERVICES
1) MILLER LEGG

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2) AVIROM & ASSOCIATES, INC.
3) CRAVEN, THOMPSON & ASSOCIATES, INC.

TRADE F: GENERAL ARCHITECTURAL SERVICES
1) SALTZ MICHELSON ARCHITECTS
2) CPZ ARCHITECTS, INC.
3) SYNALOVSKI ROMANIK SAYE, LLC.
4) R.E. CHISHOLM ARCHITECTS, INC.

TRADE G: LANDSCAPE ARCHITECTURE SERVICES
1) MILLER LEGG
2) KIMLEY HORN AND ASSOCIATES, INC.
3) CRAVEN, THOMPSON & ASSOCIATES, INC.

TRADE H: HYDRO-GEOLOGICAL SERVICES
1) CTS ENGINEERING, INC
2) CPH, LLC.

TRADE I: FDOT ROADWAY ENGINEERING SERVICES
1) MARLIN ENGINEERING, INC.
2) CALTRAN ENGINEERING GROUP, INC.
3) CTS ENGINEERING, INC.

***Agenda Date:** 01/21/2026

Agenda Number: 12.

Internal Notes:

Attachments: 1. CAO Memo # 2025-036 CCNA Update, 2. Avirom_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 3. Caltran_Engineering_Group,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 4. Carnahan,_Proctor_&_Cross,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 5. CPH CONSULTING, LLC - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 6. CPZ ARCHITECTS, INC. - CCNA Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 7. Craven,_Thompson_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 8. CTS_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 9. KIMLEY-HORN AND ASSOCIATES, INC. - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 10. Marlin_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 11. Miller,_Legg_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.3) with Exhibits B&E, 12. R.J. BEHAR & COMPANY, INC. - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 13. SALTZ MICHELSON ARCHITECTS, INC. - Continuing Professional Services Agreement - (VE)1 with Exhibits B&E, 14. SGM_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 15. SYNALOVSKI ROMANIK SAYE, LLC - Continuing Professional Services Agreement - (VE)1 with Exhibits B&E, 16. UES PROFESSIONAL SOLUTIONS, LLC fka GFA INTERNATIONAL, INC (dba UES)- CCNA Agreement (VE)1 with Exhibits B&E, 17. R.E. CHISHOLM ARCHITECTS, INC. - Continuing Professional Services Agreement with Exhibits B&E, 18. Exhibit A - RFQ #

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PSPW-23-20 - Citywide Professional Service Providers, 19. Exhibit C - Work Order Assignment Flowchart, 20. Exhibit D - Scoping Meeting Report Template, 21. City of Pembroke Pines Standard Labor Rates for all Disciplines

Related Files:

1	City Commission	01/21/2026	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Hernandez, Commissioner Good Jr., Commissioner Rodriguez, and Commissioner Schwartz

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $100,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).

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- F.S. Section 287.055(2)(a) defines Professional services as "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

- F.S. Section 287.055(2)(f) states "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

- F.S. Section 287.055(3)(a)(1) states "Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO ($35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."

- F.S. Section 287.055(2)(g) states:
(1) "A "continuing contract" is a contract for any of the following:
a. Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed $7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;
b. Study activity if the fee for professional services for each individual study under the contract does not exceed $500,000; or
c. Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
(2) Firms providing professional services under continuing contracts may not be required to bid against one another."

Note - Effective July 1, 2025, as published on the Department of Management Services (DMS) website, the threshold for the estimated construction cost of each individual

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project under a continuing contract has been increased from $7.5 million to $7,725,000, in accordance with Section 287.055(2)(g), Florida Statutes.

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $100,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. January 17, 2024, the City Commission authorized the advertisement of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping", which was advertised on January 23, 2024, for the following services:

- General Civil and Environmental Engineering Service,
- MEP Engineering Services,
- Geotechnical Services,
- Structural Engineering Services,
- Land Surveying Services,
- General Architectural Services,
- Landscape Architecture Services,
- Hydro-Geological Services, and
- FDOT Roadway Engineering Services

2. The purpose of this solicitation was to seek qualification statements from qualified firms, in order to enter into Continuing Contract(s) for various Professional Service Disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

3. On February 19, 2025, the City Commission approved the findings and recommendations of the Evaluation Committee for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping" and approved for the City to negotiate contracts for services, in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with all pre-qualified consultants in their category ranking order, per trade.

4. The City's Administration was able to negotiate continuing contracts with the qualified firms, which includes standardized labor categories with clear descriptions and requirements for each position, along with standardized rates which staff determines is fair and reasonable for the

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awarded disciplines.

** Please note that all sixteen (16) consultants have executed the attached agreements.*

Trade A: General Civil and Environmental Engineering Services
1) Kimley Horn and Associates, Inc.
2) Carnahan, Proctor and Cross
3) Craven, Thompson & Associates, Inc.
4) CTS Engineering, Inc.
5) CPH, LLC.

Trade B: MEP Engineering Services
1) Kimley Horn and Associates, Inc.
2) SGM Engineering, Inc.
3) CPH, LLC.

Trade C: Geotechnical Services
1) Universal Engineering Sciences, Inc.
2) Marlin Engineering, Inc.
3) Kimley Horn and Associates, Inc.

Trade D: Structural Engineering Services
1) Kimley Horn and Associates, Inc.
2) CPH, LLC.
3) R.J. Behar & Company, Inc.

Trade E: Land Surveying Services
1) Miller Legg
2) Avirom & Associates, Inc.
3) Craven, Thompson & Associates, Inc.

Trade F: General Architectural Services
1) Saltz Michelson Architects
2) CPZ Architects, Inc.
3) Synalovski Romanik Saye, LLC.
4) R.E. Chisholm Architects, Inc.

Trade G: Landscape Architecture Services
1) Miller Legg
2) Kimley Horn and Associates, Inc.
3) Craven, Thompson & Associates, Inc.

Trade H: Hydro-Geological Services
1) CTS Engineering, Inc
2) CPH, LLC.

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Trade I: FDOT Roadway Engineering Services
1) Marlin Engineering, Inc.
2) Caltran Engineering Group, Inc.
3) CTS Engineering, Inc

5. The term of the continuing contracts shall be for an initial three-year period and may be renewed for up to two additional three-year periods, upon mutual written agreement of the parties.

6. In lieu of establishing a maximum contract value, Administration proposes to present every work authorization, under these continuing contracts, in excess of the threshold ($100,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, to the Commission for approval.

7. Request City Commission to approve the negotiated continuing contracts pursuant to the award of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping", in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with the ranked consultants for each of the trades.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. Staff proposes to present every work authorization, under these continuing contracts, in excess of the threshold ($100,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, as may be amended from time to time, to City Commission for approval.
b) Amount budgeted for this item in Account No: When specific projects are identified, the appropriate budgets and accounts will be utilized.
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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Agenda Request Form

Agenda Number: 6.

File ID:	24-1132	**Type:**	Bid	**Status:**	Passed as amended
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	11/21/2024
Short Title:	Approve Eval Recommendation to Award RFQ # PSPW-23-20 “CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)”			**Final Action:**	02/19/2025

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATIONS OF THE EVALUATION COMMITTEE FOR RFQ # PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL SERVICE PROVIDERS ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING" AND TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SERVICES, IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), WITH THE HIGHEST RANKED VENDOR PER TRADE AS LISTED BELOW:

TRADE A: GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE B: MEP ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE C: GEOTECHNICAL SERVIES - UNIVERSAL ENGINEERING SCIENCES, INC
TRADE D: STRUCTURAL ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE E: LAND SURVEYING SERVICES - MILLER LEGG
TRADE F: GENERAL ARCHITECTURAL SERVICES - SALTZ MICHELSON ARCHITECTS
TRADE G: LANDSCAPE ARCHITECTURE SERVICES - Miller Legg
TRADE H: HYDRO-GEOLOGICAL SERVICES - CTS ENGINEERING, INC
TRADE I: FDOT ROADWAY ENGINEERING SERVICES - MARLIN ENGINEERING, INC

***Agenda Date:** 02/19/2025

Agenda Number: 6.

Internal Notes:

Attachments: 1. PSPW-23-20 Bid Tab, 2. 09 09 2024 Evaluation Draft Minutes RFQ PSPW 23-20 CCNA, 3. 10

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15 2024 Evaluation Draft Minutes RFQ #PSPW 23-20 CCNA, 4. 10 22 2024 Evaluation Draft Minutes RFQ #PSPW 23-20 CCNA, 5. Kimley Horn and Associates, Inc - Bid Submittal, 6. Universal Engineering Sciences, Inc - Bid Submittal, 7. Miller Legg - Bid Submittal, 8. Saltz Michelson Architects - Bid Submittal, 9. CTS Engineering, Inc - Bid Submittal, 10.Marlin Engineering, Inc - Bid Submittal, 11. RFQ # PSPW-23-20 Citywide Professional Service Providers

Related Files:

1	City Commission	02/19/2025	amend	Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Schwartz, to amend the motion to accept all of the companies in each of the trades. The motion carried by the following vote:

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

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- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).

- F.S. Section 287.055(2)(a) defines Professional services as "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

- F.S. Section 287.055(2)(f) states "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

- F.S. Section 287.055(3)(a)(1) states "Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO ($35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."

- F.S. Section 287.055(2)(g) states "A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or

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services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 17, 2024, the City Commission authorized the advertisement of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping", which was advertised on January 23, 2024.

2. The purpose of this solicitation was to seek qualification statements from qualified firms, in order to enter into Continuing Contract(s) for various Professional Service Disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

Services may include, however are not limited to:

- General Civil and Environmental Engineering Service,
- MEP Engineering Services,
- Geotechnical Services,
- Structural Engineering Services,
- Land Surveying Services,
- General Architectural Services,
- Landscape Architecture Services,
- Hydro-Geological Services, and
- FDOT Roadway Engineering Services

3. On February 27, 2024, the City opened twenty-five (25) proposals from the following vendors (in order of bids received):

Vendor Names
Avirom & Associates, Inc
Longitude Surveyors, LLC (Marketing Manager)
Universal Engineering Sciences, Inc
JSA Group, Inc
Caltran Engineering Group, Inc
Carnahan, Proctor and Cross
HSQ Group, LLC
Craven, Thompson & Associates, Inc
CTS Engineering, Inc
Control Point Associates FL, LLC
McKim & Creed, Inc
R.J. Behar & Company, Inc

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Miller Legg & Associates, Inc
CPH Consulting, LLC
ACAI Associates, Inc
Saltz Michelson Architects, Inc
R.E. Chisholm Architects , Inc
Chris P. Zimmerman, AIA - CPZ Architects
Kimley Horn and Associates, Inc
SGM Engineering, Inc
Synalovski Romanik Saye, LLC
The Tamara Peacock Company Architects of Florida, Inc
BEA Architects, Inc
SRS Engineering, Inc
Marlin Engineering, Inc

4. On September 9, 2024, the City convened an evaluation committee that was tasked with selecting, in order of preferences, no less than three (3) firms per trade deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the evaluation committee evaluated the qualifications of the proposers based on the weighted criteria listed below:

- Adequacy of Personnel / Ability of Professional Personnel (25 points)
- Past Record / Past Performance (25 points)
- Capabilities (25 points)
- Experience (of the firm or individual) (25 points)

5. At the September 9, 2024, meeting, the evaluation committee short listed the following vendors per trade.

Trade A: General Civil and Environmental Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	6	1
CPH, LLC	15	2
Carnahan, Proctor and Cross	21	3
CTS Engineering, Inc	23	4
Craven, Thompson & Associates, Inc	23	5

Trade B: MEP Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	8	1
SGM Engineering, Inc	9	2
CPH, LLC	14	3

Trade C: Geotechnical Services

Vendor	Total	Rank
Universal Engineering Sciences, Inc	6	1

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Synalovski Romanik Saye, LLC	15	2
R.J. Behar & Company, Inc	17	3

Trade D: Structural Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	5	1
R.J. Behar & Company, Inc	12	2
CPH, LLC	15	3

Trade E: Land Surveying Services

Vendor	Total	Rank
Miller Legg	11	1
Craven, Thompson & Associates, Inc	14	2
Avirom & Associates, Inc	19	3

Trade F: General Architectural Services

Vendor	Total	Rank
ACAI Associates, Inc	12	1
Saltz Michelson Architects	12	2
Synalovski Romanik Saye, LLC	13	3
CPZ Architects, Inc	17	4
R.E. Chisholm Architects, Inc	25	5

Trade G: Landscape Architecture Services

Vendor	Total	Rank
Miller Legg	8	1
Craven, Thompson & Associates, Inc	11	2
Kimley Horn and Associates, Inc	12	3

Trade H: Hydro-Geological Services

Vendor	Total	Rank
CTS Engineering, Inc	6	1
CPH, LLC	6	2

Trade I: FDOT Roadway Engineering Services

Vendor	Total	Rank
Caltran Engineering Group, Inc	11	1
Marlin Engineering, Inc	11	2
CTS Engineering, Inc	13	3

These vendors were notified to attend the second meeting which included presentation by the vendors with questions from the Committee. The second meeting was split into two days of presentations.

Day 1 of presentations was scheduled on October 15, 2024, for Trades B, D, F, and G.

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Day 2 of presentations was scheduled on October 22, 2024, for Trade A, C, S, H and I.

6. On Friday, October 11, 2024, Acai Associates, Inc. emailed the Procurement Department to withdraw from the evaluation. They informed the Procurement Department that they ceased operations earlier that year.

Acai Associates, Inc. was shortlist for Trade F: General Architectural Services which was scheduled for presentations on Tuesday October 15, 2024. Because the notice was received outside of normal business hours, the Procurement Department did not receive the withdrawal until Monday October 14, 2024, the day before the presentation. Because of such a short notice, the evaluation committee was presented the option to reschedule the evaluation committee or reduce the short list from five (5) vendors to four (4) vendors. On October 15, 2024, the evaluation committee made a motion to short list Trade F: General Architectural Services to four (4) vendors and to continue with the presentations as scheduled.

7. On Wednesday October 16, 2024, R.J. Behar withdrew from Trade C: Geotechnical Services and stated they did not intend to be considered for this trade. On October 21, 2024 Synalovski Romanik Saye, LLC also withdrew from Trade C stating they have a conflict that cannot be resolved.

Because R.J. Behar had withdrawn with notice, the Procurement Department reached out to next highest ranked vendors, Marlin Engineering, Inc., Kimley Horn and Associates, Inc., and CTS Engineering, Inc. to inform them of the possibility that the evaluation committee may make a motion to short list them to present for Trade C as well. All three vendors were scheduled to present October 22, 2024, for other trades so they agreed to be prepared in the event they would be called on to present for Trade C.

On October 22, 2024 the evaluation committee made a motion to accept the withdrawal of R.J. Behar and Synalovski Romanik Saye, LLC and to replace them with the next highest ranked vendors Marlin Engineering, Inc. and Kimley Horn and Associates, Inc.

8. The evaluation committee scored and ranked the vendors based on the weighted criteria provided for in the solicitation documents and listed below:

- Adequacy of Personnel / Ability of Professional Personnel (25 points)
- Past Record / Past Performance (25 points)
- Firm’s Understanding and Approach to the Work (35 points)
- Willingness to Meet Time and Budget Requirements (5 points)
- Recent, Current, and Projected Workloads of the Firms (5 points)
- Location (2.5 points)
- Whether a Firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act) / or a Veteran Owned Small Business Preference* (2.5 points)

9. At the October 15th and 22nd, 2024 meeting, the evaluation committee met, listened to presentations from the short-listed vendors, conducted their questions and answers and then

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ranked the vendors by Trade as shown below:

October 15, 2024

Trade B: MEP Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	8	1
SGM Engineering, Inc	9	2
CPH, LLC	13	3

Trade D: Structural Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	6	1
CPH, LLC	12	2
R.J. Behar & Company, Inc	12	3

Trade F: General Architectural Services

Vendor	Total	Rank
Saltz Michelson Architects	9	1
CPZ Architects, Inc	12	2
Synalovski Romanik Saye, LLC	12	3
R.E. Chisholm Architects, Inc	17	4

Trade G: Landscape Architecture Services

Vendor	Total	Rank
Miller Legg	7	1
Kimley Horn and Associates, Inc	11	2
Craven, Thompson & Associates, Inc	12	3

October 22, 2024

Trade A: General Civil and Environmental Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	5	1
Carnahan, Proctor and Cross	9	2
Craven, Thompson & Associates, Inc	14	3
CTS Engineering, Inc	16	4
CPH, LLC	16	5

Trade C: Geotechnical Services

Vendor	Total	Rank
Universal Engineering Sciences, Inc	4	1
Marlin Engineering, Inc	10	2
Kimley Horn and Associates, Inc	10	3

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Trade E: Land Surveying Services

Vendor	Total	Rank
Miller Legg	4	1
Avirom & Associates, Inc	10	2
Craven, Thompson & Associates, Inc	10	3

Trade H: Hydro-Geological Services

Vendor	Total	Rank
CTS Engineering, Inc	5	1
CPH, LLC	7	2

Trade I: FDOT Roadway Engineering Services

Vendor	Total	Rank
Marlin Engineering, Inc	6	1
Caltran Engineering Group, Inc	7	2
CTS Engineering, Inc	11	3

10. After ranking the short-listed vendors by trade the evaluation committee made a motion for each trade to accept the rankings of the evaluation committee and to recommend the City Commission to direct the City Manager to negotiate a contract for RFQ # PSPW-23-20 “CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping” with the highest ranked firm per trade. If a contract cannot be agreed upon, the City Manager shall then undertake negotiations with the next most qualified firm. In the event that no contract agreement can be made with any of the ranked firms, the City Manager may reconvene the Evaluation Committee to select additional firms or to determine the next steps in the process.

The recommended/highest ranked vendor per trade is as follows:

Trade	Vendor
Trade A: General Civil and Environmental Engineering Services	Kimley Horn and Associates, Inc
Trade B: MEP Engineering Services	Kimley Horn and Associates, Inc
Trade C: Geotechnical Services	Universal Engineering Sciences, Inc
Trade D: Structural Engineering Services	Kimley Horn and Associates, Inc
Trade E: Land Surveying Services	Miller Legg
Trade F: General Architectural Services	Saltz Michelson Architects
Trade G: Landscape Architecture Services	Miller Legg
Trade H: Hydro-Geological Services	CTS Engineering, Inc
Trade I: FDOT Roadway Engineering Services	Marlin Engineering, Inc

11. An agenda item will be brought back to present to the Commission the negotiated contracts executed by the vendors.

12. Kimley Horn and Associates, Inc, Universal Engineering Sciences, Inc, Miller Legg, Saltz Michelson Architects, CTS Engineering, Inc, and Marlin Engineering, Inc have all completed the Equal Benefits Certification Form and has stated that the “Contractor currently complies with the requirements of this section.”

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13. Request City Commission to approve the findings and recommendation of the evaluation committee for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping" and to direct the City Manager to negotiate a contract for services, in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with the highest ranked vendor per trade as listed below:

Trade A: General Civil and Environmental Engineering Services - Kimley Horn and Associates, Inc
Trade B: MEP Engineering Services - Kimley Horn and Associates, Inc
Trade C: Geotechnical Servies - Universal Engineering Sciences, Inc
Trade D: Structural Engineering Services - Kimley Horn And Associates, Inc
Trade E: Land Surveying Services - Miller Legg
Trade F: General Architectural Services - Saltz Michelson Architects
Trade G: Landscape Architecture Services - Miller Legg
Trade H: Hydro-Geological Services - CTS Engineering, Inc
Trade I: FDOT Roadway Engineering Services - Marlin Engineering, Inc

Financial Impact

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. A negotiated contract will be brought back to the Commission and executed by the vendor.
b) Amount budgeted for this item in Account No: Funds for future projects will be determined on a per project basis as the coding will depend on the specifics on the project and what department the services are related to.
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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City of Pembroke Pines, FL

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Agenda Request Form

Agenda Number: 15.

File ID: 23-0916 **Type:** Purchase **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 11/27/2023

Short Title: Motion to advertise **Final Action:** 01/17/2024

Title: MOTION TO APPROVE REQUEST TO ADVERTISE SOLICITATION(S)

(A) RE-24-03 "UPGRADES TO YMCA AQUATIC CENTER SLIDE STRUCTURE"
(B) RE-24-05 "WINDOW & DOOR REPLACEMENT AT VARIOUS PARKS"
(C) RE-24-06 "PINES RECREATION CENTER CONCESSION RENOVATION"
(D) FI-24-01 "FIRE DEPARTMENT'S FUEL TANK REPLACEMENT"
(E) PSPW-23-16 "PROVIDE AND INSTALL NEW METAL CANOPY AT WEST CAMPUS CARLINE AREA"
(F) PSPW-23-18 " CITYWIDE WETLANDS/MITIGATION MAINTENANCE & MANAGEMENT SERVICES"
(G) PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING)"
(H) PSPW-24-01 "PINES POINT RESIDENCES WATER BOOSTER PUMPS"
(I) TS-24-01 “INTERNET FOR CHARTER SCHOOLS”

***Agenda Date:** 01/17/2024

Agenda Number: 15.

Internal Notes:

Attachments: 1. (A) IFB # RE-24-03 Upgrades to YMCA Aquatic Center Slide Structure, 2. (B) IFB # RE-24-05 Replacement of Windows and Doors to Impact Rated Material at Various City Parks, 3. (C) IFB # RE-24-06 Renovation at Pines Recreation Center, 4. (D) IFB # FI-24-01 Fire Department's Fuel Tank Replacement, 5. (E) IFB # PSPW-23-16 Provide and Install New Metal Canopy at West Campus Carline Area, 6. (F) IFB # PSPW-23-18 Citywide Wetlands Conservation Areas, 7. (G) RFQ # PSPW-23-20 CCNA Continuing Services for Citywide Professional Service Providers, 8. (H) IFB # PSPW-24-01 Pines Point Residences Water Booster Pumps, 9. (I) TS-24-01 Internet for Charter Schools, 10. (J) Boiler Plate

Related Files:

1	City Commission	01/17/2024	approve	Pass

Docusign Envelope ID: 4C396D91-9B45-4A08-B958-AAAE8384A323

Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

(A) RE-24-03 "Upgrades to YMCA Aquatic Center Slide Structure"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for upgrades to the YMCA Aquatic Center Park Slide Structure in accordance with the terms, conditions, and specifications contained in this solicitation and construction drawings.

(B) RE-24-05 "Window & Door Replacement at Various Parks"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for replacement of exterior windows, pedestrian doors, roll up windows, storefront systems, louvers and louvered doors as necessary at the referenced locations in accordance with the terms, conditions, and specifications contained in this solicitation.

(C) RE-24-06 "Pines Recreation Center Concession Renovation"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for the renovation of the Pembroke Pines Recreation Center Concession Stand at the referenced location in accordance with the terms, conditions, and specifications contained in this solicitation.

(D) FI-24-01 "Fire Department's Fuel Tank Replacement"
The City of Pembroke Pines is seeking proposals from qualified firms to retire one (1) existing underground Fuel Storage Tank and furnish and install one (1) new above ground FIREGUARD Fuel Storage Tank.

(E) PSPW-23-16 "Provide And Install New Metal Canopy At West Campus Carline Area"
The City of Pembroke Pines is seeking proposals from qualified firms for removal of a vinyl green canopy and installing a new metal canopy at West Campus Charter Middle and Elementary school.

(F) PSPW-23-18 “Citywide Wetlands/Mitigation Maintenance & Management Services”
The City of Pembroke Pines is seeking proposals from qualified firms to provide Upland and Wetland Maintenance and Management Services.

(G) PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)"
The City of Pembroke Pines is seeking proposals from qualified firms hereinafter referred to as the Consultant, in order to pre-qualify Professional Services Providers that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications

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contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

(H) PSPW-24-01 "Pines Point Residences Water Booster Pumps"
The City of Pembroke Pines is seeking proposals from qualified firms hereinafter referred to as the Contractor, to install new booster pumps at Pines Point Senior Residence, in accordance with the terms, conditions, and specifications contained in this solicitation. The City anticipates utilizing federal funds for this project thus this project will follow Federal Procurement guidelines, including Davis-Bacon Act Wage Determinations. This project will be funded by the Community Development Block Grant (CDBG).

(I) TS-24-01 "Internet for Charter Schools"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, Contractor/service provider to provide two Ethernet Dedicated Internet (EDI) services in accordance with the terms, conditions, and specifications contained in this solicitation. One circuit is demarcated at the City's Academic Village (AV) campus and the other at the City's FSU campus. AV's (10 Gbps circuit) services are for four campuses (AV, Central, West, and East campuses). FSU's (5 Gbps circuit) services are just for the FSU campus.

(J) Boiler Plate
This attachment is the standard boiler plate language that is used for the solicitations listed above. It is attached to this agenda item separate from the solicitations to reduce the repetition of this item.

FINANCIAL IMPACT DETAIL:

(A) RE-24-03 "Upgrades to YMCA Aquatic Center Slide Structure"
Funds are available in Account 001-572-7001-663000-0000-000-0000 (Improvement Other Than Bldg)

(B) RE-24-05 "Window & Door Replacement at Various Parks"
Funds are available in Account 001-572-7001-663000-0000-000-0000 (Improvement Other than building)

(C) RE-24-06 "Pines Recreation Center Concession Renovation"
Funds are available in Account 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)

(D) FI-24-01 "Fire Department's Fuel Tank Replacement"
Funds are available in Account 001-529-4003-546150-0000-000-0000-(R&M Land Building) and 001-529-4003-546150-0000-000-0000-00911 (R&M Land Building)

(E) PSPW-23-16 "Provide and Install New Metal Canopy At West Campus Carline Area"
Funds are available in Account 001-519-6001-663000-0000-000-0000- (Improvement Other

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Than Bldg.)

(F) PSPW-23-18 “Citywide Wetlands/Mitigation Maintenance & Management Services”
Funds are available in Account 001-539-6004-546161-0000-000-0000 (R&M Landscaping)

(G) PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)"
Future projects are listed below. Funds are available in the following accounts:
Generators and Cooling for IT Rooms at Various Charter Schools: Account # 1-519-6001-664073-0000-000-0000 (Generator)
Health Park Buildings Electrical Service Change: Account # 1-519-6008-546150-0000-000-0000 (R&M Land & Bldg.)
Door Replacements at Various Charter Schools: Account # 1-519-6001-546155-0000-000-0000 (R&M Land & Bldg. SCH -Major Projects)
Fire Station 99 Remodel: Account # 001-529-4003-662026-0000-000-0000 (Fire Station 99 - Pembroke Isles)
Academic Village Locker Room Restrooms and Showers Renovation: Account # 001-572-7001-662151-0000-000-0000 (Building Improv - AV)
Pavilion Rehabs at Various Parks: Account # 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)
Restroom Renovations at Various Parks: Account # 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)

(H) PSPW-24-01 "Pines Point Residences Water Booster Pumps"
Funds are available in Account # 121-554-0600-662054-0000-000-0000-02021 (Building Imprv - Pines Point)

(I) TS-24-01 “Internet for Charter Schools”
Funds are available in the following accounts:
East Elementary 170-569-5051-541370-7900-379-0000-00550
West Elementary 170-569-5051-541370-7900-379-0000-00551
Central Elementary 170-569-5051-541370-7900-379-0000-00552
West Middle 171-569-5052-541370-7900-379-0000-00553
Central Middle 171-569-5052-541370-7900-379-0000-00554
Academic Village 172-569-5053-541370-7900-379-0000-
FSU Elementary 173-569-5061-541370-7900-379-0000-