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CCNA CONTINUING PROFESSIONAL SERVICES AGREEMENT CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING BETWEEN THE CITY OF PEMBROKE PINES AND CPH CONSULTING, LLC

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

CPH CONSULTING, LLC, **a Limited Liability Company (LLC)**, as listed with the Florida Division of Corporations, with a business address of **500 West Fulton Street, Sanford, FL 32771-1220** (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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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,

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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 **General Civil and Environmental, Hydro-Geological, Mechanical, Electrical, and Plumbing (MEP) and Structural Engineering 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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

3.3 The CONSULTANT and its sub-consultant(s) shall be fully licensed and qualified to perform the services required by this Agreement for the entire term of this Agreement.

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

3.11 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

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

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

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

3.15 <u>Construction Administration Assistance</u>

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,

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

3.16.3 Document Reproduction Expenses:

(a) The CONSULTANT shall verify with the CITY all Submittals which will be required for each Work Order, and the medium, format and quantities of documents required for each Submittal.

(b) The CITY, at its option, may direct the CONSULTANT to provide CAD, PLT, and/or PDF files of Construction Documents for CITY in-house reproduction, and/or for reproduction by CITY-approved vendors.

(c) The CONSULTANT shall, at no additional cost to the CITY, provide three (3) full-size hard copies (24" x 36") of the final CITY-approved Construction Documents. These copies shall represent the approved-for-bid and/or approved-for-permit versions of the documents.

(d) Except as provided for in Section 3.16.3(c) of this Agreement, the CITY shall reimburse the CONSULTANT for the actual costs associated with reproduction of documents required by the CITY or by the Building Department for Submittals for review and approval.

(e) The CITY shall not reimburse the CONSULTANT for any electronic storage devices, nor for the time expended to transfer electronic data to the storage devices, for required Submittals.

(f) The CITY shall not reimburse the CONSULTANT for reproduction of documents for failure to obtain required approvals.

(g) The CITY shall not reimburse the CONSULTANT for CONSULTANT's in-house document reproduction.

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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"

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

4.7.2 Provide CONSULTANT with written intent to terminate discussions; or

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

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

review periods at its own risk

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

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

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

4.15.1 Project name, Work Order number, and brief description of the services being performed.

4.15.2 Current phase or stage of completion, including percentage of work completed to date.

4.15.3 Key milestones achieved during the prior reporting period and upcoming milestones or deliverables.

4.15.4 Summary of coordination activities with the City, sub-consultants, and outside permitting or regulatory agencies.

4.15.5 Any schedule variances, anticipated delays, or issues requiring City action or direction.

4.15.6 Financial summary showing the approved fee, total billed to date, and remaining balance for each Work Order; and

4.15.7 Other information or updates reasonably requested by the Project Manager to assist in monitoring the Consultant's overall performance under this Agreement.

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Work Order as the final completion and submittal of the Construction Documents, including final plans, specifications, and the Estimate of Probable Construction Cost, unless otherwise defined in writing by the CITY.

ARTICLE 5
CITY'S RESPONSIBILITIES

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

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

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

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

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

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

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

5.7 At the CONSULTANT's request, the CITY may arrange for or authorize any required testing, inspections, or reports necessary to support the Project design or permitting, including but not limited to structural, chemical, mechanical, soil, environmental, or materials testing. The CITY

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

may also direct the CONSULTANT to obtain such services when appropriate. The CONSULTANT shall recommend the type, location, and extent of any tests needed to support the Project design or permitting.

ARTICLE 6
PERFORMANCE BY CONSULTANT AND SUCCESSOR CONSULTANT

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

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

6.3 SUCCESSOR ARCHITECT AND/OR ENGINEER

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

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

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

6.3.1.3 A combination of 6.4.1.1. 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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

verify the accuracy and completeness of any prior work and shall be fully responsible for all documents they sign and seal.

ARTICLE 7
TERM FOR PERFORMANCE AND TERMINATION

7.1 CONSULTANT shall perform the services identified in Article 3 within the time frame set agreed upon by the Parties in each approved Work Order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

7.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be for a three (3) year period. The Term of this Agreement may be renewed for up to two (2) additional periods of three (3) year each, upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the Term thereof.

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

the issuance of additional Work Orders and/or future contracts with the CITY.

7.5 **Work Order Suspension.** The CITY reserves the right to suspend a Work Order at any time. If the suspension is due to no fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the level of completion the CONSULTANT has achieved at the time the notice of suspension is served, as determined by the CITY.

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

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

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

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

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

8.9 If any of the required services or deliverables are rejected by the CITY, the CONSULTANT shall, at no additional cost, correct or revise such services until accepted by the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

8.11 **Post Contractual Obligations**. In the event that the term of this Agreement expires, and the CITY has already initiated a Work Order pursuant to this Agreement, the CONSULTANT agrees to continue providing services, at the rates and terms set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Section 7.3, Section 7.4 or Article 18 herein.

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

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

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

ARTICLE 10
INDEMNIFICATION

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

10.2 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT.

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

ARTICLE 11
INSURANCE

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

11.2 CONSULTANT AND ALL SUBCONSULTANTS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONSULTANT has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONSULTANT be allowed to commence work under this AGREEMENT until the SUBCONSULTANT complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

11.6 REQUIRED INSURANCE

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

Yes No

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

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

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

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

Yes No

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Yes No

✓ ☐ 11.6.3 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

✓ ☐ 11.6.4 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 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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

ARTICLE 12
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 13
INDEPENDENT CONTRACTOR

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

ARTICLE 14
AGREEMENT SUBJECT TO FUNDING

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

ARTICLE 15
UNCONTROLLABLE FORCES

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

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

ARTICLE 16
GOVERNING LAW AND VENUE

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

ARTICLE 17
SIGNATORY AUTHORITY

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

ARTICLE 18
DEFAULT OF CONTRACT & REMEDIES

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

CITY shall be the sole judge of non-conformance and the quality of services.

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

18.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Project Manager or other CITY designee.

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

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

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

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

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

18.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

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

ARTICLE 19
BANKRUPTCY

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

ARTICLE 20
DISPUTE RESOLUTION

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

ARTICLE 21
PUBLIC RECORDS

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

records in its possession to the CITY; and

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

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

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

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

ARTICLE 22
SCRUTINIZED COMPANIES

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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 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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

ARTICLE 24
FEDERAL REQUIREMENTS

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

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

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

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

24.1.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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

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

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

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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).

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

CONSULTANT:
Kyle M. Bechtelheimer, P.E.
CPH Consulting, LLC
500 West Fulton Street
Sanford, Florida 32771
E-mail: kbechtelheimer@cphcorp.com
Telephone No: (305) 274-4805

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

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the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

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

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

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

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

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

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

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

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

25.16 **No Waiver of Sovereign Immunity**. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

25.17 **No Third-Party Beneficiaries**. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement

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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 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

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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. (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

BY: DocuSigned by:
E2D2D4AA8795454...

MAYOR ANGELO CASTILLO

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

Signed by:

CONSULTANT:

CPH CONSULTING, LLC

Signed By: Signed by:
Kyle M. Bechtelheimer, P.E.
7F65F0808BBF4F2...

Printed Name: Kyle M. Bechtelheimer, P.E.

Title: Client Services Manager / SE Region (Florida)

Date: January 15, 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 15, 2026

ENTITY: CPH Consulting, LLC

SIGNED BY: Signed by: Kyle M. Bechtelheimer, P.E. 7F65F0808BBF4F2...

NAME: Kyle M. Bechtelheimer, P.E.

TITLE: Vice President

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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

Table of Contents

SECTION 1 - INSTRUCTIONS 7
1.1 NOTICE 7
1.1.1 VIRTUAL BID OPENING 7
1.2 PURPOSE 8
1.3 SCOPE OF WORK 9
1.3.1 GENERAL 9
1.3.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES 10
1.3.3 M.E.P. (MECHANICAL, ELECTRICAL, PLUMBING) ENGINEERING SERVICES 11
1.3.4 GEOTECHNICAL SERVICES 12
1.3.5 STRUCTURAL ENGINEERING SERVICES 12
1.3.6 LAND SURVEYING SERVICES 12
1.3.7 GENERAL ARCHITECTURAL SERVICES 12
1.3.8 LANDSCAPE ARCHITECTURE SERVICES 13
1.3.9 HYDRO-GEOLOGICAL SERVICES 13
1.3.10 FDOT ROADWAY ENGINEERING SERVICES 13
1.4 CONTRACT TIMELINE 13
1.4.1 Post Award Process 14
1.4.1.1 Specimen Contract 14
1.4.1.2 Awarded Consultant for Each Professional Service Discipline 14
1.4.2 Contract Performance 14
1.4.2.1 Work Authorizations 14
1.4.2.2 Manner of Performance 15
1.4.2.3 Poor Performance 15
1.5 PROPOSAL SUBMISSION 15
1.5.1 Questionnaires 16
Tab 1 - Experience and Capabilities: 16
Tab 2 - References Form: 17
Tab 3 - Firm's Understanding and Approach to the Work: 18
Tab 4 - Willingness to meet time and budget requirements: 19
Tab 5 - Recent, current, and projected workloads of the firms: 21
1.5.2 Other Completed Questionnaires 21

1.5.3 Other Completed Documents: 21
1.5.4 Optional Documentation 21
1.6 VENDOR REGISTRATION DOCUMENTS 23
1.6.1 Vendor Information Form 23
1.6.2 Form W-9 (Rev. October 2018) 23
1.6.3 Company Profile Form 23
1.6.4 Sworn Statement on Public Entity Crimes Form 23
1.6.5 Equal Benefits Certification Form 23
1.6.6 Vendor Drug-Free Workplace Certification Form 24
1.6.7 Scrutinized Company Certification 24
1.6.8 E-Verify System Certification Statement 24
1.6.9 Veteran Owned Small Business Preference Certification 24
1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds 24
1.6.11 Minority-Owned Business Enterprise 25
1.6.12 Woman-Owned Business Enterprise 25
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms 25
1.6.14 Professional Licenses, as applicable. 25
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION 25
1.7.1 QUALIFYING & SELECTING FIRMS 25
1.7.2 SCORING FOR LOCATION CRITERIA 27
1.7.3 COMPETITIVE NEGOTIATION 28
1.7.4 PROHIBITION AGAINST CONTINGENT FEES 29
1.8 TENTATIVE SCHEDULE OF EVENTS 29
1.8.1 NON-MANDATORY PRE-BID MEETING 30
1.9 SUBMISSION REQUIREMENTS 30
SECTION 2 - INSURANCE REQUIREMENTS 32
SECTION 3 - GENERAL TERMS & CONDITIONS 39
3.1 EXAMINATION OF CONTRACT DOCUMENTS 39
3.2 CONFLICT OF INSTRUCTIONS 39
3.3 ADDENDA or ADDENDUM 39
3.4 INTERPRETATIONS AND QUESTIONS 39
3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES 39
3.6 WARRANTIES FOR USAGE 40

3.7 BRAND NAMES 40
3.8 QUALITY 40
3.9 SAMPLES 40
3.11 DEVELOPMENT COSTS 40
3.12 PRICING 40
3.13 DELIVERY POINT 41
3.14 TAX EXEMPT STATUS 41
3.15 CONTRACT TIME 41
3.16 COPYRIGHT OR PATENT RIGHTS 41
3.17 PUBLIC ENTITY CRIMES 41
3.18 CONFLICT OF INTEREST 41
3.19 FACILITIES 41
3.20 ENVIRONMENTAL REGULATIONS 42
3.21 SIGNATURE REQUIRED 42
3.22 MANUFACTURER'S CERTIFICATION 42
3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL 42
3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 42
3.25 RESERVATIONS FOR REJECTION AND AWARD 43
3.26 BID PROTEST 43
3.27 INDEMNIFICATION 43
3.28 DEFAULT PROVISION 44
3.29 ACCEPTANCE OF MATERIAL 44
3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT 45
3.31 SCRUTINIZED COMPANIES LIST 45
3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS 45
3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES 46
3.34 CONE OF SILENCE 46
3.35 E-VERIFY 47
3.36 JESSICA LUNSFORD ACT 48
3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING 48
SECTION 4 - SPECIAL TERMS & CONDITIONS 50
4.1 PROPOSAL SECURITY 50

4.2 PAYMENT AND PERFORMANCE BONDS 51
4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS 52
A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES 52
B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL 52
C. EQUAL EMPLOYMENT OPPORTUNITY 52
D. DAVIS-BACON & RELATED ACTS 53
E. COPELAND ANTI-KICKBACK ACT 53
F. CONTRACT WORK HOURS AND SAFETY STANDARDS 53
G. FEDERAL CLEAN AIR AND WATER ACTS 53
H. SUSPENSION AND DEBARMENT 53
I. ANTI-LOBBYING 54
J. RECYCLED PRODUCTS / RECOVERED MATERIALS 55
K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION 55
L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT 55
M. REPORTING & RETENTION OF RECORDS 55
N. RIGHTS TO INVENTIONS 56
O. NO OBLIGATION BY THE FEDERAL GOVERNMENT 56
P. DHS SEAL, LOGO, AND FLAGS 56
Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS 56
R. FRAUDULENT STATEMENTS 56
S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES 56
T. DOMESTIC PREFERENCE FOR PROCUREMENTS 57
U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS 58
V. PERSONALLY IDENTIFIBALE INFORMATION 58
W. RIGHTS IN DATA 58
X. INSPECTION AND ACCEPTANCE 58
Y. DOCUMENTATION OF COSTS 58
Z. DRUG FREE WORKPLACE 59
AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES 59
BB. PROHIBITIONS OF GRATUITIES 59

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.

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.

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: 5B656C3C-6439-40D5-A758-C35D33078B22

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				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY	**Must Include General Liability**			FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ policy ☐ project ☐ loc				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY	**SAMPLE CERTIFICATE**				
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
	☐				AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	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: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

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

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

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.

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

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.

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

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

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

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)*

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

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

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.			

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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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

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	

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: _____

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%**	

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**	

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

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

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:

Download All Files Search

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Exhibit "A"

		Second Q&A	EST	Download

Portal

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

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

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
›s 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

Search...

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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

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: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "A"

February 13, 2024 IFB # PSPW-23-20

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Iris A. Siple
VICE MAYOR
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

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.

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.**

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

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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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.

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.

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.

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.

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.

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.

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.

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.

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.	-	CPH has enjoyed our relationship with the City of Pembroke Pines and our team is interested in continuing to assist the City through this contract. Our team of well-qualified engineers, architects, surveyors, and planners have the expertise required to assist the City and meet the City's budgetary and schedule goals.
1.0.2	Describe the size of your firm.	-	We believe our team will be the most effective for the City of Pembroke Pines as a direct result of our size, depth of expertise, and our specific attention to ensuring budgets are met. We are a medium sized firm (400+ staff members) with the depth of resources and expertise of large national and global firms all available locally. Our size allows us to be nimble, reduces the red tape as our ownership is directly involved with projects, and makes us much more cost effective.
1.0.3	Describe your firm's financial history, strength and stability.	-	CPH has been in successful operation in Florida since 1981 as a corporation, and was part of a predecessor firm in the area dating back to the 1960s. Throughout this entire period our firm has been involved in design and development of public and private projects in Florida. In that time period, we are very proud of our client relationships and have never been terminated from a contract. Further, CPH has been in successful operation for 43 years and has never had any license sanctions or bankruptcies or major litigation. CPH has the resources to commit to this contract for the City of Pembroke Pines, and has personnel, equipment, and facilities to successfully provide services under the continuing contract.
1.0.4	Describe your firm's range of activities.	-	The CPH Team will provide the City of Pembroke Pines an effective and responsive engineering, design, and planning team. CPH has nearly a half a century of experience in providing these services to municipal and other public sector clients, all within the State of Florida. Most of these services include high-profile projects that require close coordination with the public, local businesses, and governmental agencies. CPH has cooperatively worked with user groups and other parties to deliver successful projects that serve the clients' and community needs. The CPH Team has completed numerous relevant projects in Florida and can provide literally any discipline required for this contract. The CPH Team provides the following services for our clients' benefit: •Traffic Planning and Engineering •Transportation Planning and Design •Streetscape/Hardscape Design •Urban Design and Planning •Landscape Architecture •Architecture and Interior Design •Stormwater Planning and Design •Permitting •Cost Estimation •Value Engineering •Graphic Design •Surveying and Mapping/G.I.S. •Public Relations •Sustainability Design/Planning •Grant/Alternative Funding •Utility Planning and Design •Construction Management/Administration
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	-	Our team of engineers has been working in the South Florida area for over a decade, and has provided system modeling, evaluation, and design services for utility clients that include Miami-Dade County, City of Miramar, City of Pembroke Pines, City of Coconut Creek, the Florida Keys Aqueduct Authority, Village of Miami Shores, the Village of Islamorada, and Key Largo Wastewater Treatment District. Our team of experts have been completing projects for Florida municipal governments for 43 years, including providing hydraulic modeling, design, permitting, bidding and construction services, capital planning, studies, and funding assistance. CPH has extensive experience providing continuing contract services for engineering, architecture, water/wastewater/utility services, stormwater, landscape architecture, structural, transportation, planning, site development review, survey, GIS, MEP, environmental, and construction administration services. We have worked with many of our clients for 43 years. These long-term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm, providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the City departments exceeded their capability to complete reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies.
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	Yes, we have been actively envolved in Civil, Architectural, and Structural design of buildings within the HVHZ zone for well over five years. Some of our work for municipalites within the high wind zone includes design of fire stations, wastewater treatment plants, building hardening, monuments, municipal facilities, along with our many commercial buildings we have designed in South Florida.
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.	-	CPH and our team is located nearby in our Miami office. Out office is approximately 21 miles from the City, and is fully staffed with team members ready to work under this contract. These team members have developed a thorough understanding of the City of Pembroke Pines and your infrastructure. In fact our local team members have worked directly for the City of Pembroke Pines for the Raw Water Supply Line and 30" Force Main Relocation project, and have developed a familiarity of the City's design standards as well as guidelines.

1.0.8	Explain the availability and access to the firm's top level management personnel.	-	The CPH team is extremely well-qualified to provide the services required to complete any project that may arise under the “CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping” for the City of Pembroke Pines. The team has provided similar services for numerous clients in Florida. As a result, the team understands the need to provide quality responsive services and is sufficiently staffed to maintain effectiveness for planned tasks and un-planned emergencies. Our team is available 24/7/365 through all modes of communication including phone, cellphone, text message, mobile e-mail, fax, and in-person - whichever methods are preferable to our client. This includes our top level management personel. The CPH team is a clear choice for the City and will bring the same level of quality and professionalism as we have provided to other clients. We pride ourselves on providing a personal relationship with the clients we serve and are ready to act as an extension of the City of Pembroke Pines Staff. CPH will work diligently to provide the services in the time frames requested. As a result of the wealth of knowledge and staffing at the firm, the team is able to pull additional help to ensure the services are provided in a timely manner in the event additional help is needed to stay on schedule. CPH will maintain close effective communications with the City of Pembroke Pines staff. CPH is a medium-sized firm, and our top level management are involved in our daily projects and client relationships. Our team members, including our project management staff proposed, include employee owners, who will be involved in the day-to-day projects and provides the City of Pembroke Pines direct access to our firm's decision makers.
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.	-	2023 -Top 300 Architecture Firms - #290 2023 - ENR’s Top 500 Design Firms - #337 2023 -Orlando Business Journal #8 in Top 26 Engineering Firms 2023 -ACEC Engineering Excellence Award - US 17-92 Riverwalk Phase III 2021 -Top 300 Architecture Firms - #295 2021 - CIBSE Project of the Year - Retail/Leisure - McDonald's Global Flagship - Buena Vista - Net Zero Energy 2021 - Fire House Magazine - Notable Design in the Career II Category Annual Station Design Awards 2021 - American Planning Association – FL Chapter – 2021 People's Choice Winner: Mill Lake Park Continuum 2021 - American Institute of Steel Construction (AISC) - Innovative Design in Engineering and Architecture with Structural Steel (IDEAS²) Award - Award of Merit: McDonald’s Net Zero Rebuild 2021 - ENR Top 500 Design Firms #361 2020 - ENR Top 500 Design Firms #410
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, 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
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.	-	CPH has completed numerous projects within Broward County both for Municipal and Commercial clients for design and permitting with all regulating agencies. Many of the categories we are listing we have implemented within projects for or within the City of Pembroke Pines. Additionally, CPH has completed all of the listed categories for the City of Miramar, the City of Pembroke Pines' immediate municipal neighbor.
1.0.12	What is your reputation compared to your peers in the market?	-	CPH has a well-established indutry reputation. Our team has been consistently ranked in the Top 500 Design Firms in the United States for over a decade. We rank not only nationally, but in the Southeast US and in the State of Florida through numerous industry publications, such as ENR Magazine, among the top in our peers.
1.0.13	What is your reputation like among customers and how have you developed it?	-	CPH has a well-established reputation in the market. Our longevity and our long-term relationship with our clients are a testament to the fact our team and firm are known to deliver projects and services at the highest quality. Our firm has served many of our clients under identical master services agreements on average for 20 years. These clients continue to utlize CPH not only due to our depth of services and expertise, but the incredible value achieved from our personal hands-on approach to acting as an extension of our Clients' staff.
1.0.14	How does your service differ from similar competitors'? How do you win and retain business?	-	Our services are different as a direct result of our approach. We are not a "cookie" cutter solution based design firm. We truly believe in becoming a partner with our clients and acting in the best interest of the public/community they serve. We want to be the best stewards of the capital you have been entrusted with, but also make a positive impact on the daily lives of the stakeholders through our designs.
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.	-	We believe our proposal will be the most effective for the City of Pembroke Pines as a direct result of our size, depth of expertise, and our specific attention to ensuring budgets are met. We are a medium sized firm (400+ staff members) with the depth of resources and expertise of large national and global firms all available locally. Our size allows us to be nimble, reduces the red tape as our ownership is directly involved with projects, and makes us much more cost effective.

15 Questions **100.00% Complete**

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

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

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

Details should include the following:

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided Services for?	500+	CPH has worked for more than 500 clients over the past 43 years, with many of them becoming repeat clients.
2.1.2	What similar or related projects have you worked on within the past three years?	50+	CPH has had the opportunity to provide our municipal clients on projects of varying size and scope over the past three years, including fire stations, new municipal buildings, interior/exterior renovations, water/wastewater infrastructure, coastal engineering, environmental engineering and permitting, building hardening, resiliency and flood proofing improvements.
2.1.3	What challenges did you face and how did you overcome them?	See Comment	Each new project is exciting and brings opportunity to overcome challenges. CPH works closely with our Clients during scoping and due diligence phases to ensure we are thinking through everything that may come up during design or construction. As each new challenge arises, we bring multiple solutions to the Client for them to make informed decisions based on time, cost, risks, and other potential impacts so we may implement these collective decisions into the design documents.
2.1.4	How many of your clients are repeat clients?	150+	CPH works hard to build lasting relationships with our clients so we may continue to provide excellent quality of service.
2.1.5	How much of your revenue is derived from managing projects similar to ours?	35%	Approximately 35% of our current revenue is through our municipal clients, with wide varying scopes of services.
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	-	Islamorada, Village of Islands
2.2.2	Address	-	86800 Overseas Hwy, Islamorada, Fl 33036
2.2.3	Contact Name	-	Peter Frezza
2.2.4	Contact Title	-	Environmental Resources Manager
2.2.5	Contact E-mail Address	-	peter.frezza@islamorada.fl.us
2.2.6	Contact Telephone #	-	305-664-6427
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	-	CPH, LLC
2.3.2	Name and location of the project	-	Green Turtle Hammock Nature Preserve
2.3.3	Nature of the firm's responsibility on the project	-	CPH completed the Design, Permit, and CEI services including Survey, Engineering, Architectural, Environmental, Structural, and MEP.
2.3.4	Project duration	-	4 years, from Conceptual Design through Construction
2.3.5	Completion (Anticipated) Date	-	Q4 2024
2.3.6	Size of project	-	2-story, 2,400-SF pavilion, site improvements, water basin hardening, seawall, riprap, mangrove protection
2.3.7	Cost of project	-	$2,000,000
2.3.8	Work for which staff was responsible	-	CPH was responsible for all Design, Permit, and CEI services
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	-	City of Miramar
2.4.2	Address	-	13900 Pembroke Rd, Miramar, Fl 33027
2.4.3	Contact Name	-	Ronnie Navarro, P.E.

2.4.4	Contact Title	-	Assistant Director, Utilities Department
2.4.5	Contact E-mail Address	-	rsnavarro@miramarfl.gov
2.4.6	Contact Telephone #	-	954-883-6825
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	-	CPH, LLC
2.5.2	Name and location of the project	-	West WTP Raw Water Main, near Huntington Park in Miramar, FL
2.5.3	Nature of the firm's responsibility on the project	-	CPH completed the design and permit, and will work with the City through construction of 1.7 miles of 18" raw water main.
2.5.4	Project duration	-	Six years, including conceptual planning, budgeting, survey, design, permitting, re-design based on Client requested changes, and construction.
2.5.5	Completion (Anticipated) Date	-	Q1 2025
2.5.6	Size of project	-	1.7 miles of 18" and larger raw water main
2.5.7	Cost of project	-	$6,300,000
2.5.8	Work for which staff was responsible	-	CPH was responsible for conceptual design, design of a new wellhead, 1.7 miles of raw water main, and a new control vault at the water treatment plant. CPH completed the survey, all design, permitting, and will complete CEI services during construction.
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	-	Miccosukee Tribe of Indians
2.6.2	Address	-	P.O. Box 440021 Miami, Fl 33144
2.6.3	Contact Name	-	Kevin Donaldson
2.6.4	Contact Title	-	Director Miccosukee Land Resources
2.6.5	Contact E-mail Address	-	kevinD@miccosukeetribe.com
2.6.6	Contact Telephone #	-	305-223-8380 ext2246
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	-	CPH, LLC
2.7.2	Name and location of the project	-	Miccosukee Little Trail Casino - 47801 W State Rd 84, Ochopee, FL 34141
2.7.3	Nature of the firm's responsibility on the project	-	CPH completed all design and permitting for the project, including Civil, Architectural, Structural, MEP
2.7.4	Project duration	2023-2024	1 year, including full design and construction
2.7.5	Completion (Anticipated) Date	-	2/14/2024
2.7.6	Size of project	-	8,500-SF casino and site improvements
2.7.7	Cost of project	-	$3,500,000
2.7.8	Work for which staff was responsible	-	CPH was responsible for all design and permitting of the casino
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	-	City of Everglades City
2.8.2	Address	-	102 Copeland Ave, Everglades City, Fl 34139
2.8.3	Contact Name	-	Howie Grimm Jr.
2.8.4	Contact Title	-	Mayor
2.8.5	Contact E-mail Address	-	dsmallwood@cityofeverglades.org

2.8.6	Contact Telephone #	-	239-695-4558
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	-	CPH, LLC
2.9.2	Name and location of the project	-	Everglades City RWPF Replacement
2.9.3	Nature of the firm's responsibility on the project	-	CPH was responsible for design, permit, and construction administration for a completed wastewater treatment plant replacement.
2.9.4	Project duration	-	2020 - 2024
2.9.5	Completion (Anticipated) Date	-	June 2024
2.9.6	Size of project	-	0.16 Million Gallons per Day
2.9.7	Cost of project	-	$9,000,000
2.9.8	Work for which staff was responsible	-	Survey, Engineering, Grant Admin, Environmental, Civil, Structural, MEP
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	-	Monroe County
2.10.2	Address	-	1100 Simonton St, Key West, Fl 33040
2.10.3	Contact Name	-	Cary Vick
2.10.4	Contact Title	-	Interim Director, CIP
2.10.5	Contact E-mail Address	-	vick-cary@monroecounty-fl.gov
2.10.6	Contact Telephone #	-	305-295-4339
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	-	CPH, LLC
2.11.2	Name and location of the project	-	Cudjoe Key Fire Station, 22352 Overseas Hwy, Cudjoe Key, FL 33042
2.11.3	Nature of the firm's responsibility on the project	-	CPH completed the full design, permit, and construction admin services for the new fire station
2.11.4	Project duration	-	2018-2021
2.11.5	Completion (Anticipated) Date	-	2021
2.11.6	Size of project	-	7,500 SF
2.11.7	Cost of project	-	$4,000,000
2.11.8	Work for which staff was responsible	-	CPH was responsible for all Civil, Architectural, Environmental, Structural, and MEP design, along with permitting and construction admin
75 Questions			**100.00% Complete**

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

Question Set 3 Instructions

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

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	The goal of this solicitation is for the City to have the opportunity to select an Engineering firm that meets each of the relative categories. CPH has the unique experience and level of staff required for each of these areas of engineering to provide the City with one engineering firm that can provide excellent level of service for each category. We understand, if awarded the contract, that CPH will be available to assist the City in each selected category per City, State, and CCNA guidelines.
3.0.2	Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.	-	CPH continuously stives to improve our understanding of the City, State, and Federal codes for engineering and architectural standards. Our engineers and architects are very familiar with the City's Standards as we have recently completed several design and permitting projects within, as well as directly for, the City.
3.0.3	Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.	-	CPH has completed a multitude of similar projects to what may be awarded under this contract, including full design, permitting, and/or study phases for municipal infrastructure.
3.0.4	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	-	This contract may have many different types of projects, since CPH is full multidisciplinary, we are able to perform work of any nature the City may need. As the City issues each project, CPH will review and build a specific, scope, fee, and team around the needs of the project.
3.0.5	Identify any issues or concerns of significance that may be appropriate.	-	CPH has no issues or concerns with this work.
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	CPH has an established corporate culture that places emphasis on quality control and assurance for our clients. The firm and team members are dedicated to this process and incorporation of good design and construction practices from the inception of projects. CPH's corporate quality initiatives includes developing a quality control/assurance standardization committee, benchmark reviews by experienced, qualified technical personnel, and means and methods quality reviews by licensed general and utility contractors. The team routinely meets with clients to conduct completed project reviews to evaluate team performance and identify opportunities to enhance service. CPH's established corporate culture is instilled in every team member and requires that the staff act as an extension of our clients staffing, providing them with services that are on time, within budget, cost effective, and of the highest level of quality. CPH has Standard Operating Procedures (SOP) for all of our major programs (transportation, infrastructure, utilities, stormwater, commercial, residential, and municipal) that include project management techniques, cost estimating, design alternative reviews, subconsultant design reviews, and client communication requirements.
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?	-	Mistakes and errors are found and rectified throughout any design phase. We typically perform in depth quality control reviews prior to each design phase submittal (30, 60, 90, 100) to ensure the highest quality. The plans are checked for drawing accuracy, calculation errors, and constructability.
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.	-	Four Level Quality Control Review System CPH's quality control system is separated into four distinct levels described as follows: 1.Project Manager QA/QC Review: CPH project managers are trained to review all documentation, including information received from the client, other agencies, subconsultants, and internal drawings and specifications. This is the first step in assuring accurate information and proper project design. The project manager is responsible for reviewing the project for accuracy and required changes. 2.Technical Review Committee Member QA/QC Review: Throughout the design phase, starting from inception, CPH provides one to two team members that will work with the project manager and designer to review areas of concern and offer additional technical expertise. This person is not involved in the daily design facets, but is kept up-to-date through the use of monthly design updates. The technical review committee provides a quality check various design options, plans, and other construction documents at the 30%, 60%, 90%, and 100% completion intervals. 3."Full Field" Of QA/QC Review: At the 30%, 60%, and 90% stages of the design, the project documentation and specifications are turned over to engineers from other fields to review alternative options and quality of plans. For example, an infrastructure project will be turned over to an independent engineer in our roadway or utility department. This provides a complete internal audit from personnel that have not been involved in the project and are seeing the project for the first time.
8 Questions			**100.00% Complete**

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

Question Set 4 Instructions

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

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

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

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

#	Question	Response	Comment
Budget			
4.1.1	In general, please explain your firm's approach in meeting "project specific" budget requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.	-	CPH's approach to project-specific budget requirements is based on the philosophy of "designing to a budget." We understand that the City has outlined a set construction budget for the project, and our approach is throughout the life cycle of design to focus on construction costs.
4.1.2	Please advise if your firm is willing to meet the stated budget requirements.	Yes	CPH is willing to meet the stated budget requirements of the project.
4.1.3	What percentage of your completed projects have had cost overruns?	-	2%
4.1.4	Tell me about a time when you went over budget. How did you handle the situation?	-	We are currently working on a project that was considered a single phase of construction; however, bids came back much higher than anticipated due to escalation of construction costs. We are working with the Client to Phase the project into multiple bid sets to help obtain more local and diverse bids in the different portions of work. Although the design contract did not include a multiple-phase design, CPH is working with the Client to create the set as quickly as possible to help them reduce bid prices. The associated work is being treated as a minor change order as Time and Materials.
4.1.5	What cost-saving measures do you implement at your firm?	-	Our engineering services are carefully budgeted at the beginning of the project. We attempt to divide the job into its various tasks and estimate amounts of labor and expenses needed for each. We have an in-house job computerized cost control system capable of providing the Project Manager with current job costs as obtained through entry of weekly time sheets. The original budget is used as a guide to determine progress and efficiency by checking hours expended versus hours budgeted. The budget is also used to plan the needed level of manpower to complete the job on time. As the job develops, we request input from suppliers and contractors, asking them to review our plans to help ensure that the job is being done economically. We also check with several suppliers to make sure the drawings and specifications are not proprietary and that they can be bid by multiple suppliers. Additionally, we look for ways as we know our clients, do to make sure the contractor's responsibilities are clear so that they do not have to build into their pricing extra costs for unknown matters.
4.1.6	Who will be in charge of maintaining the budget on projects?	-	Kyle M. Bechtelheimer, P.E. will be in charge of ensuring the scope of work and proposals for each task under this contract is detailed and also ensure CPH is staying on budget throughout the life of each project.
4.1.7	How many accounts is this person assigned to at a given time?	-	Mr. Bechtelheimer is currently in charge of seven clients, including the City of Pembroke Pines. He has maintained and prioritized the City of Pembroke Pines account since 2019 and has maintained budget for design and construction efforts.
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.	-	CPH's approach to meeting the project timelines is focused on creating a project schedule that accommodates for project criteria that may effect the desired outcome. We create a risk-based schedule that evaluates not only the desired end project date, but also take into account funding criteria, regulatory review periods, etc. The goal is to provide a overall project "risk" register that outlines areas that may effect the end date desired and track those items throughout the project. For instance, with regulatory reviews we will typically hold early pre-application meetings with the agencies having jurisdiction over the project to review the scope, discuss challenges, and gather preliminary input. Our team then can during the design process accommodate for items that may extend the permitting review periods up front rather than cause a delay or shift in the project design schedule. Through this and many other methods, CPH will ensure we meet the City's timelines for assigned projects.
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?	-	8 to 10 months
4.2.4	What is your average on-time completion rate?	-	95%
4.2.5	How many projects do your teams typically take on at a given time?	-	15 - 20 per team

4.2.6	Tell me about a time when the project timeline was delayed. How did you handle the situation?	-	Our current project under construction with the City of Pembroke Pines has experie
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.	-	Our team is generally able to respond to Requests for Information (RFIs) immediately and typically provides formal responses and notifications within 24 hours. If the RFI requires further documentation or research, we will provide verbal and written notification of information request and the time we will require to prepare a formal response within that 24-hour period. The same typically holds true for change order requests. A change order request is initiated, and the client is notified within 24 hours of the request and our opinion/analysis. If the change requires further analysis, we work with the client within 24 hours to discuss options and a timeframe for response. Once the analysis is complete, the change directives are given to the client for review and approval. Once approved, the change order is issued to the contractor. CPH has provided construction management and administration services for numerous similar projects. Our team routinely provides construction administration and full-time inspection services for our clients. As a result, we have the capability, capacity, and expertise to evaluate and provide solutions in the field.
4.2.8	Describe the firm's knowledge and experience with scheduling.	-	In today's environment, it is imperative to finish projects on time in order to realize the planned revenue production capability of a facility being built for an owner. With the complexities of project finance and grant administration, the risks of delay have increased. To address such potential risk, CPH uses the latest project management tools effectively to identify potential project delays on a construction project at the earliest possible time before they are insurmountable. We use the critical path schedules persuasively and reliably to measure and quantify project delays, with a sound technical foundation. Our professionals understand the concept of the longest path, float ownership, and concurrent delay. Through the use of CPM scheduling software, we use the project schedule as an effective tool to work with the contractor in order to identify and quantify any potential delays, assign responsibility, and implement a recovery plan to complete the project. We are accustomed to working with contractors using a variety of approaches to identify and measure delay and the impact on the project schedule. This protects our clients from undue delays resulting from poor schedule analysis. Our proactive handling of scheduling issues is designed to ensure early Identification and quantification of delay and implementation of best practices to avoid or minimize delay to allow the project to be completed on time.
15 Questions			**100.00% Complete**

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

Question Set 5 Instructions

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

#	Question	Response	Comment
5.0.1	Recent Workload: Describe your recent workload.	-	CPH has been working hard to perform similar services to our existing clients. Averaging over 50,000 manhours per month.
5.0.2	Current Workload: Describe your current workload.	-	CPH has reviewed the scope of services and has developed ideas for staffing the projects. Based on our recent experience, and our project manager's experience, we feel comfortable in meeting the scope requirements. The Miami staff is available to complete the "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping" contract as outlined in the scope of work. CPH has the personnel and resources immediately available to carry this project to successful completion. The firm's Miami office can provide approximately 1,200 manhours per month and CPH's corporate monthly availability is approximately 56,000 manhours a month. The CPH Miami office has more than adequate personnel and availability to provide the services to the City of Pembroke Pines.
5.0.3	Projected Workload: Describe your projected workload.	-	The current and projected workload of our team is such that we can provide responsive service to the City of Pembroke Pines. We are well-staffed, equipped with our nearby location, and believe that we and our team members can provide a high quality, professional service to the City that is completely responsive and cost effective. Our current workload will spread over 13 months. Our current production capability is $4,500,000 per month. With that capacity, there are more than adequate personnel hours to cover the workload.
3 Questions			**100.00% Complete**

Question Set 6: Contact Information Form

#	Question	Response	Comment
Company Information			
6.1.1	Company Name	-	CPH Consulting, LLC.
6.1.2	Company Address	-	1992 SW 1st Street Miami, FL 33135
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	-	Kyle M. Bechtelheimer, P.E.
6.2.2	Contact Ttile	-	CLIENT SERVICES MANAGER, SE REGION (FLORIDA)
6.2.3	Contact E-mail Address	-	kbechtelheimer@cphcorp.com
6.2.4	Contact Telephone Number	-	305.274.4805
Authorized Approver			
6.3.1	Contact Name	-	Nikhel Jindal
6.3.2	Contact Title	-	Chief Strategy and Success Officer
6.3.3	Contact E-mail Address	-	njindal@cphcorp.com
6.3.4	Contact Telephone Number	-	305.274.4805
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.	-	Kyle M. Bechtelheimer, P.E.
6.4.2	Contact Title	-	CLIENT SERVICES MANAGER, SE REGION (FLORIDA)
6.4.3	Contact E-mail Address	-	kbechtelheimer@cphcorp.com
6.4.4	Contact Telephone Number	-	305.274.4805
15 Questions			**100.00% Complete**

Question Set 7: Proposer's Background Information

Question Set 7 Instructions

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

#	Question	Response	Comment
Former Business			
7.1.1	Under what former name has your business operated? Include a description of the business.	-	•CPH Consulting, LLC (2022–Current) •CPH, Inc. (2013–2022) •CPH Engineers, Inc. (1998–2013) •Conklin, Porter, & Holmes (1981–1998)
7.1.2	At what address was that business located?	-	500 W Fulton St. Sanford, FL 32771
Past Failure			
7.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	CPH has been in successful operation in Florida since 1981 as a corporation, and was part of a predecessor firm in the area dating back to the 1960s. Throughout this entire period our firm has been involved in design and development of public and private projects in Florida. In that time period, we are very proud of our client relationships and have never been terminated from a contract. Further, CPH has been in successful operation for over 43 years and has never had any license sanctions or bankruptcies or major litigation.
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	Geotechnical - Universal Engineering Sciences; Process Instrumentation and Control for Water/Wastewater Systems - Wilson Engineering; Hydrogeological - CCI; Major Roadway/Transportation - DRMP
Bankruptcy Petitions			
7.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	-	N/A
Bond Claims			
7.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	-	N/A
Claims, Arbitrations, Administrative Hearings and Lawsuits			
7.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	-	Nailya Harnisch as Personal Representative of the Estate of Dennis J. Harnisch vs. Wal-Mart Stores East, LP, CPH, Inc. a/k/a CPH Engineers, Inc., and Sleiman Enterprises, Inc. Case No. 2020 CA 3252 Division: CV-C; Policy No. RDP0042906 Origination Date – August 2021 Settlement Date - June 2022 CPH was named in a suit along with Wal-Mart and Sleiman related to a pedestrian being hit by a vehicle while traversing a pedestrian crosswalk located in a Wal-Mart parking lot. The pedestrian passed away 6 days later. CPH designed the Wal-Mart parking lot and the suit alleges professional negligence. The suit was filed past the Statute of Limitations and we filed for dismissal. Further, the driver of the car was a Wal-Mart employee high on marijuana whose sole negligence was the cause of the accident. City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939 Origination Date – December 2014 Settlement Date - November 2022The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about 50 yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built 17 years ago and only had the problem 10 years after construction. CPH innvestigated the matter and a new pond was built in the area and the outfall of the storm system is not functioning correctly. We worked with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH didn't feel that we were liable on either of these counts.
Criminal Proceedings or Hearings			
7.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	-	N/A
Company Classification			
7.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	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.	-	We have worked with many of our clients for 43 years. These long-term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the City departments exceeded their capability to complete engineering development reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies.
12 Questions			**100.00% Complete**

Question Set 8: Vendor Registration Checklist

Question Set 8 Instructions

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

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
8.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
8.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
8.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
8.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
8.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	Not Applicable
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	

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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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 _____

Title Chief Operating Officer, Public Services

Name of Company CPH Consulting, LLC

Exhibit "B"

City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION				
Company Name (Legal Name as filed with IRS)	**CPH Consulting LLC.**			
Doing Business As (DBA)	**CPH, LLC.**			
Primary Business Address	**500 W Fulton Street**			
	City:	**Sanford**		
	State:	**FL**	**Zip:**	**32771**
	Country:	**USA**		
Remit To Address	**500 W Fulton Street**			
	City:	**Sanford**		
	State:	**FL**	**Zip:**	**32771**
	Country:	**USA**		
Order From Address	**500 W Fulton Street**			
	City:	**Sanford**		
	State:	**FL**	**Zip:**	**32771**
	Country:	**USA**		
Foreign Entity (Yes/No)	**No**			
Telephone Number	**407.322.6841**			
Primary Company E-mail	**info@cphcorp.com**			
Fax	**407.330.0639**			
Website	**http://www.cphengineers.com/**			
DUNS	**58232349**			
Independent Contractor (Yes/No)	**No**			
Identification Number	**SSN:**	N/A	**FID:**	**59-2068806**

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)	**Nikhel Jindal, GCC, Assoc. DBIA, ENV SP**		
Description/Title/Position	**Chief Strategy and Success Officer**		
Phone (Voice)	**407.322.6841**		
Phone (Text)	**407.322.6841**	**Opt In (Y/N):**	**N**
Fax	**407.330.0639**		
E-mail	**info@cphcorp.com**		

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.

CPH Consulting, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ 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.

500 West Fulton Street

Requester's name and address (optional)

6 City, state, and ZIP code

Sanford, FL 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	2	0	6	8	8	0	6

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 ▶** [signature] **Date ▶** 6/9/2022

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)	**CPH Consulting, LLC.**			
Doing Business As (DBA)	**CPH, LLC.**			
Primary Business Address	**500 W. Fulton Street**			
	City:	**Sanford**		
	State:	**FL**	**Zip:**	**32771**
	Country:	**USA**		

Organization Background	
Please state the year that your company started its business	**1981**
Please state the year that your company started providing service under your current business name	**2022**
What State is your Company Registered In?	**Florida**

Professional License Information		
License Type	**License Number**	**Expiration**
Please See Attached		

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

CPH prides itself in its capability to "provide quality and innovation for design and construction." In every aspect of the business, CPH takes pride in providing timely, cost effective and appropriate engineering services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting engineering firm, CPH provides services in the following areas:

- Engineering Services (Civil, Structural, and Utilities)
- Architectural Services/Landscape Architecture
- Water/Wastewater/Reclaimed/Stormwater Systems
- Hydraulics and hydrology
- Environmental Sciences
- Transportation Engineering, including Traffic Planning and Design
- Land Planning/Zoning
- Master Planning
- Construction Engineering and Inspection/Construction Management
- Surveying & Mapping
- Other related fields

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City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

The Firm has been providing services in the area since the 1960's and the Firm has been established since 1981. In keeping with the company's philosophy to assure responsive and cost effective service, CPH has grown with branch offices housing approximately 290 employees in Florida, Georgia, Maryland, Massachusetts and Puerto Rico with the firm's Headquarters located in Sanford, Florida. CPH's commitment to providing the highest level of service in an affordable manner has been achieved through emphasis on personalized services and direct involvement of top level CPH personnel, especially the owners.

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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 CPH, LLC.
(name of entity submitting sworn statement) whose business address is
500 W Fulton Street Sanford, FL 32771
and (if applicable) its Federal Employer Identification Number (FEIN) is
592068806. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

2. My name is Nikhel Jindal, GCC, Assoc. DBIA, ENV SP and my
(Please print name of individual signing)
relationship to the entity named above is Chief Strategy and Success Officer.

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	Company	Date
	CPH, LLC.	01/20/2023

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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: CPH, LLC.

AUTHORIZED OFFICER NAME / SIGNATURE: _____

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City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

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

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

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

Authorized Signature	Authorized Signer Name	Company Name
	Nikhel Jindal, GCC, Assoc. DBIA, ENV SP	CPH, LLC.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Nikhel Jindal, GCC, Assoc. DBIA, ENV SP, Chief Strategy and Success Officer (Print Name and Title), on behalf of CPH, LLC. (Company Name),

certify that CPH, LLC. (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.

CPH, LLC.	Nikhel Jindal, GCC, Assoc. DBIA, ENV SP	Chief Strategy and Success Officer
Company Name	Print Name / Signature	Title

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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: CPH, LLC.

PRINTED NAME / AUTHORIZED SIGNATURE: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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: CPH, LLC.

PRINTED NAME / AUTHORIZED SIGNATURE: _____

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

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP / Chief Strategy and Success Officer

Printed Name and Title of Contractor's Authorized Official

CPH, LLC.

Contrator / Name of Company

1/20/2023

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

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP / Chief Strategy and - Success Officer

Printed Name and Title of Contractor's Authorized Official

CPH, LLC.

Contrator / Name of Company

1/20/2023

Date

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: CPH, LLC.

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "B"

001003

Local Business Tax Receipt

Miami–Dade County, State of Florida

-THIS IS NOT A BILL – DO NOT PAY

LBT

7126923

BUSINESS NAME/LOCATION
CPH CONSULTING LLC
1992 SW 1ST ST
MIAMI FL 33135–1640

RECEIPT NO.
RENEWAL
5880472

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
CPH CONSULTINGLLC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 10/02/2023
CHECK21–24–000330

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "B"

MIAMI-DADE COUNTY

Tax Collector
200 NW 2nd Avenue
Miami, FL 33128

107_01-222 11/15

001003

For information regarding Transfer of Business/Owner, please visit www.miamidade.gov/taxcollector/

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

OCT 16 2023

CPH CONSULTINGLLC
500 W FULTON ST
SANFORD FL 32771-1220

bc7sp1 32771

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "B"

CITY OF MIAMI
BUSINESS TAX RECEIPT

FY 23- 24

ISSUED:
Oct 01, 2023

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME:	**CPH LLC**
DBA:	
BTR HOLDER NAME:	CPH, LLC.
BUSINESS ADDRESS:	1992 SW 1 ST
EXPIRES:	Effective Year Oct. 1 2023 Thru Sep. 30 2024
ACCOUNT NUMBER:	74666
RECEIPT NUMBER:	2758
COMMENTS:	PROF ASSN/FIRM/CO./PTNERSHPS/CORP
RESTRICTIONS:	

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

· PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.

· FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.

· TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

CPH **LICENSES**

PROFESSIONAL ENGINEERS

Licensee Information

Name:	CPH, LLC (Primary Name)
	CPH (DBA Name)
Main Address:	500 W FULTON STREET SANFORD Florida 32771
County:	SEMINOLE
License Location:	500 WEST FULTON STREET SANFORD FL 32772
County:	SEMINOLE

License Information

License Type:	Registry
Rank:	Registry
License Number:	3215
Status:	Current
Licensure Date:	04/22/1981
Expires:	

ARCHITECTURE

Licensee Information

Name:	CPH LLC (Primary Name)
	CPH CONSULTING, LLC (DBA Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/04/2005
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	04/04/2005

LANDSCAPE ARCHITECTS

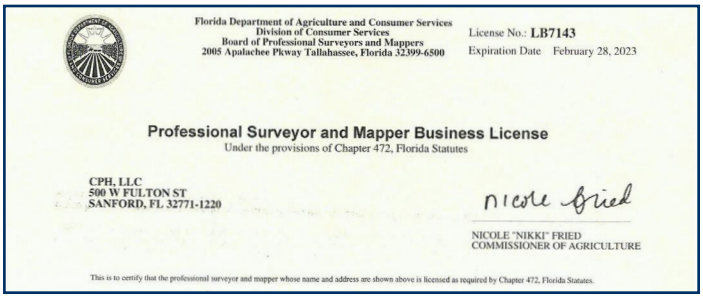
Licensee Information

Name:	CPH CONSULTING LLC (Primary Name)
Main Address:	500 W FULTON ST SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	07/11/2022
Expires:	

SURVEYORS & MAPPERS



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.: LB7143
Expiration Date February 28, 2023

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

CPH, LLC
500 W FULTON ST
SANFORD, FL 32771-1220

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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

State of Florida
Department of State

I certify from the records of this office that CPH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of June, 2022

Secretary of State

Tracking Number: 0756734958CU

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

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

CPH **LICENSES**

PROFESSIONAL ENGINEERS

Licensee Information

Name:	CPH, LLC (Primary Name)
	CPH (DBA Name)
Main Address:	500 W FULTON STREET SANFORD Florida 32771
County:	SEMINOLE
License Location:	500 WEST FULTON STREET SANFORD FL 32772
County:	SEMINOLE

License Information

License Type:	Registry
Rank:	Registry
License Number:	3215
Status:	Current
Licensure Date:	04/22/1981
Expires:	

ARCHITECTURE

Licensee Information

Name:	CPH LLC (Primary Name)
	CPH CONSULTING, LLC (DBA Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/04/2005
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	04/04/2005

LANDSCAPE ARCHITECTS

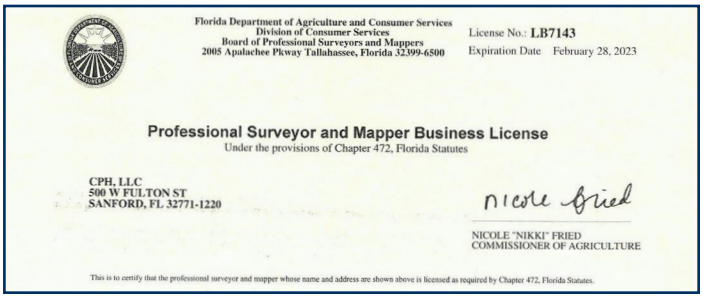
Licensee Information

Name:	CPH CONSULTING LLC (Primary Name)
Main Address:	500 W FULTON ST SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	07/11/2022
Expires:	

SURVEYORS & MAPPERS



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

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Expiration Date February 28, 2023

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500 W FULTON ST
SANFORD, FL 32771-1220

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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State of Florida
Department of State

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Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of June, 2022

Secretary of State

Tracking Number: 0756734958CU

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

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

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"
City of Pembroke Pines

2. PUBLIC NOTICE DATE	3.SOLICITATION OR PROJECT NUMBER
01/23/2024	PSPW-23-20

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Nikhel Jindal, GCC, ASSOC. DBIA, ENV SP | Chief Strategy & Success Officer

5. NAME OF FIRM
CPH Consulting, LLC

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
305.274.4805	305.274.4807	info@cphcorp.com

C. PROPOSED TEAM

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

	(Check) PRIME	J-V	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			**CPH Consulting, LLC.** **[X]**CHECK IF BRANCH OFFICE	1992 SW 1st Street Miami, FL 33135	Project Management, Architecture, Engineering, Permitting, Surveying, Environmental, Landscape Architecture
b.			X	**DRMP, Inc.** **[ ]**CHECK IF BRANCH OFFICE	941 Lake Baldwin Lane Orlando, FL 32814-6438	Roadway Engineering and SUE
c.			X	**Nadic Engineering Services, Inc.** **[X]**CHECK IF BRANCH OFFICE	15261 NW 60th Avenue #106, Miami Lakes, Florida 33014	Geotechnical Services
d.			X	**CCI, Inc.** **[ ]**CHECK IF BRANCH OFFICE	1210 Emmel Road Lake Helen, FL 32744	Hydrogeological Services
e.				**[ ]**CHECK IF BRANCH OFFICE		
f.				**[ ]**CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Please see Next Page)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

ORGANIZATIONAL CHART

CPH has assembled a vastly diverse and highly qualified team with experience providing structural and roof repairs to existing structures. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services.



CLIENT SERVICES MANAGER
Kyle M. Bechtelheimer, P.E.

ARCHITECTURE
Ismail Ilker Uzun, AIA, LEED AP
BD+C
Brandan DeCaro, RA

STRUCTURAL
Jose M. Ortiz, MCE, P.E.
Eduardo Aviles, P.E.

CIVIL
Jason L. James, P.E.
Alanah Kovacs, E.I.

LANDSCAPE ARCHITECTURE
Galen Pugh, RLA, AICP
Danita Bryant, PLA

M/E/P
Christopher DeWaal, P.E.

ROADWAY
Kurt R. Luman, Jr., P.E.
Joseph M. LoFaso, Jr., P.E.
Patsy Fuschetto, P.E. (DRMP)
Evhen V. Kyj, P.E. (DRMP)

TRAFFIC
Sandra L. Gorman, P.E.

PROCESS
Benjamin M. Fries
Roberto "Robbie" Gonzalez, P.E.

ENVIRONMENTAL
Amy E. Daly, LEED AP

SURVEY
Thomas J. Galloway, PSM
Paul J. Katrek, PSM

UTILTIES
Mason Gardberg, P.E.
Amanda Martin, E.I.

HYDROGEOLOGICAL
James L. Andersen (CCI)
David S Robertson, P.G.(CCI)
Elizabeth S. Owosina, P.G.(CCI)

GEOTECHNICAL
Godwin Nnadi Ph.D., P.E. (NADIC)

SUBSURFACE UTILITY EXPLORATION
Stanley A. Rogers (DRMP)

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	
Kyle M. Bechtelheimer, P.E.	**Client Services Manager**	a. TOTAL: 10	b. WITH CURRENT FIRM: 7

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Environmental Engineering, University of Central Florida	Professional Engineer - FL (No. 86673)

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

19. RELEVANT PROJECTS

a.

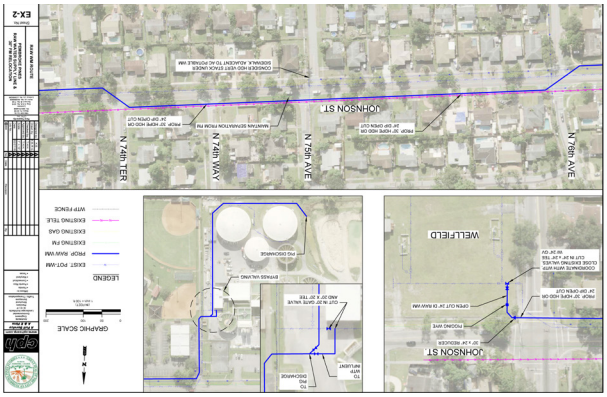
(1) TITLE AND LOCATION *(City and State)*
Raw Water Supply Line and 30" Force Main Relocation
Pembroke Pines, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 2020	CONSTRUCTION *(If applicable)*: Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Project Engineer]	[$5.8M]	[6,400 LF]

PROJECT INCLUDED:
Project includes design of 1.1 miles of horizontal directionally drilled 30-inch HDPE raw water main from wellfield to water treatment plant. Design also includes pigging station for easy access to pig the system, by-pass valving, pigging discharge, and relocation of 600 LF of 30-inch DIP sewer force main.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 2021	CONSTRUCTION *(If applicable)*: 2023

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

SPECIFIC ROLE	COST	SIZE
[Project Manager]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and two structures as a focal point of the memorial from the Twin Towers.



c.

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

Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2021

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

SPECIFIC ROLE	COST	SIZE
[Project Engineer]	[$4 Million]	[7,500 SF]



PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. The overall project included three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door, and roof systems, building insulation with High R value, Low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, Ffood protection, and a diesel generator.

d.

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

Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Project Engineer]	[$54,905]	[4,000 SF]

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new Skate Park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

e.

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

Green Turtle Hammock Pavilion
Islamorada, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	2024

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

SPECIFIC ROLE	COST	SIZE
[Project Engineer]	[$3 Million]	[2,500 SF Pavilion]



PROJECT INCLUDED:

CPH provided data collection and pre-permitting, construction documents, permitting, and bidding assistance for a two-story, 2,500-SF pavilion with ADA-accessible ramp, improved parking area, boardwalk and kayak launch, overall site improvements, and shoreline stabilization. As part of data collection and permitting, CPH coordinated with a geotechnical sub, and submitted conceptual plans to the U.S. Army Corps of Engineers, South Florida Water Management District, and Florida Keys National Marine Sanctuary. CPH also prepared design development drawings, architectural and engineering construction plans, and bid sets of plans with technical specifications. CPH then submitted client-approved construction drawings to permitting agencies, attended pre-bid meetings, and responded to request for information.

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
Ismail Ilker Uzun, AIA, LEED AP BD+C	**Architect**	33	9

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.A., Yıldız Technical University, B.A., Yıldız Technical University Florida Atlantic University (Non Degree Courses)	Registered Architect - FL (No. AR95507)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
LEED Accredited Professional

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2021

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$4 Million]	[7,500 SF]

PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500-SF fire station on Cudjoe Key. The overall project included three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



b.

(1) TITLE AND LOCATION *(City and State)*
Miami Dade Home Chemicals Collection Facility
Miami Dade County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019	TBD (Construction Pending)

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$3 Million]	[5,800 SF]

PROJECT INCLUDED:

CPH worked with Miami Dade to design LEED Certified Office Building and Warehouse for Home Chemical Collections. CPH completed the all engineering and architectural services, including site design, utilities, stormwater control within a brownfield, architectural, structural, MEP, Traffic, and Environmental services. Project is set for construction in 2025.

MIAMI-DADE COUNTY

c.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:
The City of Miramar recently awarded the design for a new Skate Park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

d.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:
CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



e.

(1) TITLE AND LOCATION *(City and State)*
Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:
An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



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
Brandan DeCaro, R.A.	**Architect**	41	1

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Environmental Design, College of Architecture & Planning - Muncie, IN, Ball State University B.A, College of Architecture & Planning - Muncie, IN, Ball State University	Registered Architect - FL (No. AR0013957)

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

19. RELEVANT PROJECTS

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Miami Dade Home Chemicals Miami Dade County, FL	2019	TBD (Construction Pending)

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$3 Million]	[5,800 SF]

PROJECT INCLUDED:

CPH worked with Miami Dade to design LEED Certified Office Building and Warehouse for Home Chemical Collections. CPH completed the all engineering and architectural services, including site design, utilities, stormwater control within a brownfield, architectural, structural, MEP, Traffic, and Environmental services. Project is set for construction in 2025.

MIAMI-DADE COUNTY

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Monroe County – Tavernier Fire Station Tavernier, FL	2024	2025 (est.)

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$1,000,000]	[8,500 SF]

PROJECT INCLUDED:

Monroe County received a federal grant for hardening their existing Fire Station #22, located in Tavernier, Florida. The hardening grant includes repairs/replacement of electrical systems, a new generator, improving the structural integrity against storms, replacing lighting with LED lights, replacing bay doors, tying down AC units against hurricane wind speeds, and improving/replacing the windows to increase the resiliency of the entire building. The work was awarded to CPH through a continuing services contract with the County. CPH is performing the environmental study required for compliance with the grant, grant coordination, design, permitting, along with bid and construction phase services to assist the County with the hardening of their Fire Station #22.



e.

(1) TITLE AND LOCATION *(City and State)*
Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:

An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



d.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



d.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Project Architect]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



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
Jose M. Ortiz, MCE, P.E.	**Structural Engineer**	26	9

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR, M.E. in Structural Engineering, Cornell University	Professional Engineer - FL (No. 67920)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:
An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



b.

(1) TITLE AND LOCATION *(City and State)*
Monroe County – Marathon Tax Collector Seawall
Marathon, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$1,200,000]	[200 LF]

PROJECT INCLUDED:
The Monroe County Marathon Branch Tax Collector's office received heavy damage during Hurricane Irma in 2017, which undermined its foundations. The Tax Collector's office, along with the Sherriff's office, is located immediately adjacent to a canal in Marathon, Florida. The County requested FEMA funding to repair the Tax Collector's office and to design canal improvements to protect against future hurricane surges. The County contracted with CPH for analysis and design of a new seawall along the canal adjacent to their critical operations buildings. CPH completed survey, geotechnical study, and wetland delineation, and designed 200 LF of sheet pile sea wall, including wetland and mangrove mitigation plans, and is currently in the process of permitting the proposed design. Construction began in 2023.



c.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$4 Million]	[7,500 SF]

PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



d.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



e.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency. The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



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
Eduardo Aviles, P.E.	**Structural Engineer**	9	7

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.S. in Structural Engineering, University of Puerto Rico B.S. in Civil Engineering, University of Puerto Rico B.S. in Land Surveying, University of Puerto Rico	Professional Engineer - FL (No. 85877)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$4 million]	[7,500 SF]



PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane resistant glazing, door and roof systems, building insulation with high R value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.

b.

(1) TITLE AND LOCATION *(City and State)*
Monroe County – Marathon Tax Collector Seawall
Marathon, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$1,200,000]	[200 LF]



PROJECT INCLUDED:

The Monroe County Marathon Branch Tax Collector's office received heavy damage during Hurricane Irma in 2017, which undermined its foundations. The Tax Collector's office, along with the Sherriff's office, is located immediately adjacent to a canal in Marathon, Florida. The County requested FEMA funding to repair the Tax Collector's office and to design canal improvements to protect against future hurricane surges. The County contracted with CPH for analysis and design of a new seawall along the canal adjacent to their critical operations buildings. CPH completed survey, geotechnical study, and wetland delineation, and designed 200 LF of sheet pile sea wall, including wetland and mangrove mitigation plans, and is currently in the process of permitting the proposed design. Construction began in 2023.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

d.

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

Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



d.

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

BN Headquarters Building, Transient Training Design
Snake Creek
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency. The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



e.

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

Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Structural Engineer]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:

An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



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
Jason L. James, P.E.	**Civil Engineer**	17	17

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Civil Engineering, University of Central Florida	Professional Engineer - FL (No. 76936)

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)*
Miccosukee Casino Miccosukee, FL	Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:

An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Miramar's Regional Park - 9/11 Memorial Miramar, FL	2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



d.

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

BN Headquarters Building, Transient Training Design
Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency. The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



d.

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

Monroe County – Marathon Tax Collector Seawall
Marathon, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$1,200,000]	[200 LF]

PROJECT INCLUDED:

The Monroe County Marathon Branch Tax Collector's office received heavy damage during Hurricane Irma in 2017, which undermined its foundations. The Tax Collector's office, along with the Sherriff's office, is located immediately adjacent to a canal in Marathon, Florida. The County requested FEMA funding to repair the Tax Collector's office and to design canal improvements to protect against future hurricane surges. The County contracted with CPH for analysis and design of a new seawall along the canal adjacent to their critical operations buildings. CPH completed survey, geotechnical study, and wetland delineation, and designed 200 LF of sheet pile sea wall, including wetland and mangrove mitigation plans, and is currently in the process of permitting the proposed design. Construction was set to begin in early 2023.



e.

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

Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$4 million]	[7,500 SF]

PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



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
Alanah L. Kovacs, E.I.	**Civil Engineer**	4	4

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. Environmental Engineering, Florida International University	FL E.I. # 1100024697

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$4 million]	[7,500 SF]

PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



b.

(1) TITLE AND LOCATION *(City and State)*
Monroe County – Tavernier Fire Station
Tavernier, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	2025

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$1,000,000]	[8,500 SF]

PROJECT INCLUDED:

Monroe County received a federal grant for hardening their existing Fire Station #22, located in Tavernier, Florida. The hardening grant includes repairs/replacement of electrical systems, a new generator, improving the structural integrity against storms, replacing lighting with LED lights, replacing bay doors, tying down AC units against hurricane wind speeds, and improving/replacing the windows to increase the resiliency of the entire building. The work was awarded to CPH through a continuing services contract with the County. CPH is performing the environmental study required for compliance with the grant, grant coordination, design, permitting, along with bid and construction phase services to assist the County with the hardening of their Fire Station #22.



c.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



d.

(1) TITLE AND LOCATION *(City and State)*
Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	2024

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$3.5 Million	[8,500 SF]

PROJECT INCLUDED:
An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



d.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design
Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Civil Engineer]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:
CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency. The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



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	
Galen Pugh, RLA, AICP	**Landscape Architect**	a. TOTAL: 34	b. WITH CURRENT FIRM: 11

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.A. Landscape Architecture, Louisiana State University	Registered Landscape Architect - FL (No. LA 1522) CPTED Course Completion Certified Planner (AICP)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Wedge Preserve Park
Parkland, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2024
CONSTRUCTION *(If applicable)*: 2026

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$30 Million]	[36 Acres]

PROJECT INCLUDED:
Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2021
CONSTRUCTION *(If applicable)*: 2023

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



c.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

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d.

(1) TITLE AND LOCATION *(City and State)*
Casselberry Wirz Park Planning & Design
Casselberry, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019	TBD

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$373,911]	[29 Acres]

PROJECT INCLUDED:

Planning, conceptual design, and final design for the reinvestment and updating of Wirz Park to convert the facility into a regional facility with multiple uses. The team provided the project in two phases, with the first phase focused on a master plan with an estimated budget. To develop the master plan, the team held multiple design charrettes and public workshops to establish the vision for the updated facility, as well as garner public support. The project documents and funding were then placed as part of a voter referendum, and after approval CPH provided final design for the park. As part of the overall park the new design included a new entrance, relocation of maintenance building, expansion of the existing community building, new outdoor terrace, event patio with 20' x 20' pavilion, splash pad, zero-entry pool with interactive features, 5-lane/25-meter pool, shade structures, volleyball courts, basketball courts, playground, and trail upgrades.



e.

(1) TITLE AND LOCATION *(City and State)*
Joe Moody Park
Panama City, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	TBD (out to bid)

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$9,233,576 (est.)]	[8,000-SF Civic Center/31.15-Acre Park Reinvestment]

PROJECT INCLUDED:

Planning and design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000-SF community center building, a restroom building utilizing a Client-provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and 5-12, landscape and irrigation, tree replacement, hardscape including benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.



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
Danita Bryant, PLA	**Landscape Architect**	19	9

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
AAS in Drafting and Design, Wytheville Community College	Professional Landscape Architect - FL (No. LA6667318)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Joe Moody Park
Panama City, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	TBD (out to bid)

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$9,233,576 (est.)]	[8,000-SF Civic Center/31.15-Acre Park Reinvestment]

PROJECT INCLUDED:
Planning and design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000-SF community center building, a restroom building utilizing a Client-provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and 5-12, landscape and irrigation, tree replacement, hardscape including benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.



b.

(1) TITLE AND LOCATION *(City and State)*
Casselberry Wirz Park Planning & Design
Casselberry, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019	TBD

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$373,911]	[29 Acres]

PROJECT INCLUDED:
Planning, conceptual design, and final design for the reinvestment and updating of Wirz Park to convert the facility into a regional facility with multiple uses. The team provided the project in two phases, with the first phase focused on a master plan with an estimated budget. To develop the master plan, the team held multiple design charrettes and public workshops to establish the vision for the updated facility, as well as garner public support. The project documents and funding were then placed as part of a voter referendum, and after approval CPH provided final design for the park. As part of the overall park the new design included a new entrance, relocation of maintenance building, expansion of the existing community building, new outdoor terrace, event patio with 20' x 20' pavilion, splash pad, zero-entry pool with interactive features, 5-lane/25-meter pool, shade structures, volleyball courts, basketball courts, playground, and trail upgrades.



c.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

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d.

(1) TITLE AND LOCATION *(City and State)*
Sperling Sports Complex
DeLand, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2021

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$750,000]	[10 Acres]

PROJECT INCLUDED:

Planning and design for the Sperling Sports Complex Improvements, which included a restroom/concession building, prefabricated two-story press box, additional field lighting, additional bleachers, minor utility improvements, and regrading of the south soccer/football field. Other improvements included overall site grading and pond expansion to address the improvements, permitting, bid phase services, and post design services.



e.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Landscape Architect]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



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
Christopher DeWaal, P.E.	**M/E/P Process Engineer**	30	2

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.E.M. in Engineering Management, Kansas State University M.S. in Electrical Engineering, Kansas State University B.S. in Electrical Engineering	Professional Engineer - FL (No. 58964)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[MEP Engineer]	[$4 million]	[7,500 SF]

PROJECT INCLUDED:
CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[MEP Engineer]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



c.

(1) TITLE AND LOCATION *(City and State)*
Leesburg Aquatic Facility
Leesburg, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019	2022

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

SPECIFIC ROLE	COST	SIZE
[MEP Engineer]	[$6.2 Million]	[4.5 Acres]

PROJECT INCLUDED:

Planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight-lane competition facility designed to USA Swimming standards for high school competitions. The facility also included a recreational pool with interactive play features, zero entry, and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex included an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.



d.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[MEP Engineer]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



e.

(1) TITLE AND LOCATION *(City and State)*
Joe Moody Park
Panama City, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	TBD

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

SPECIFIC ROLE	COST	SIZE
[MEP Engineer]	[$9,233,576 (est.)]	[8,000-SF Civic Center/31.15-Acre Park Reinvestment]

PROJECT INCLUDED:

Planning and design for reconstruction of a park facility that was damaged due to hurricanes. The new facility includes a new 8,000-SF community center building, a restroom building utilizing a Client-provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and 5-12, landscape and irrigation, tree replacement, hardscape including benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk.



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
Thomas J. Galloway, PSM	**Surveyor**	33	22

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Surveying and Mapping, University of Florida	Professional Surveyor & Mapper - FL (No. LS6549) NCEES Council #1291)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$4 million]	[7,500 SF]

PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$54,980]	[173 Acres]

PROJECT INCLUDED:

Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



c.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

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d.

(1) TITLE AND LOCATION *(City and State)*
BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



e.

(1) TITLE AND LOCATION *(City and State)*
Ocoee Downtown Streets Redevelopment
Ocoee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	TBD

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[TBD]	[3,070 LF]

PROJECT INCLUDED:

Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts that are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond.



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
Paul J. Katrek, PSM	**Surveyor**	31	17

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
A.S. in Architecture & Building Technology, Daytona Beach Community College	Professional Surveyor & Mapper - FL (No. 6233) NCEES Record No. 1342

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2021

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$4 million]	[7,500 SF]

PROJECT INCLUDED:
CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2023

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



c.

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

Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

d.

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

BN Headquarters Building, Transient Training Design Snake Creek
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[$1,800,000]	[7,669 LF]

PROJECT INCLUDED:

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 SF and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and stormwater drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



e.

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

Ocoee Downtown Streets Redevelopment
Ocoee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	TBD

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

SPECIFIC ROLE	COST	SIZE
[Surveyor]	[TBD]	[3,070 LF]

PROJECT INCLUDED:

Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts, which are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond.



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	
Kurt R. Luman, Jr., P.E.	**Roadway Engineer**	a. TOTAL: 24	b. WITH CURRENT FIRM: 23

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Civil Engineering, University of Central Florida	Professional Engineer - FL (No. 65036) Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street
Melbourne, FL

(2) YEAR COMPLETED

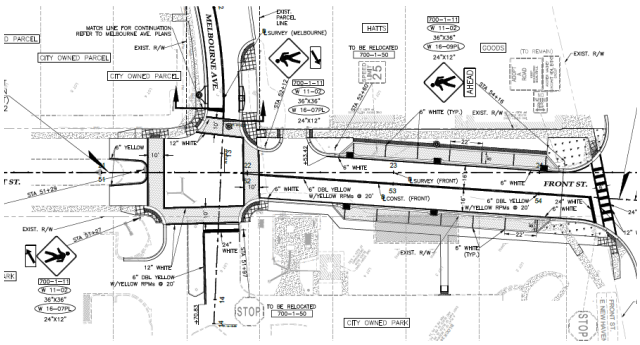
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2022

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[TBD]	[7,510 LF]

PROJECT INCLUDED:

Pineapple Ave. project includes design of new bicycle and pedestrian facilities for approximately 2,600 LF (10-ft-wide multi-use path/5-ft bike lanes/raised crosswalks). Country Club Rd. project includes 2,560 LF of 6-ft concrete sidewalk along Country Club Road, 850 LF of 5-ft sidewalk along Melbourne Avenue, and 900 LF of 5-ft sidewalk along Edgewood Drive (total of 4,310 LF/0.82miles). Lastly, the Front St. project includes 12-ft-wide multi-use path, reconstruction of existing sidewalks to 6-ft, 5-ft-wide bike lanes; new 6-ft sidewalks on both sides of the roadway.



b.

(1) TITLE AND LOCATION *(City and State)*
US 17-92 RiverWalk, Phase II - III (FDOT LAP)
Sanford, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2021

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$6,835,694]	[1.5 miles, 1.7 miles]

PROJECT INCLUDED:

Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.



c.

(1) TITLE AND LOCATION *(City and State)*
Ocoee Downtown Streets Redevelopment
Ocoee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	TBD

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[TBD]	[3,070 LF]

PROJECT INCLUDED:

Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts that are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond.



d.

(1) TITLE AND LOCATION *(City and State)*
Shingle Creek Trail Design (FDOT LAP)
Orlando, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$531,150]	[2.5 mile, 12-14 ft wide]

PROJECT INCLUDED:

CPH was selected by the City of Orlando for the Shingle Creek Trail Design project, which consists of a 12–14-ft-wide, 2.5-mile segment of a regional 33-mile trail corridor. This segment of the Shingle Creek Trail corridor was identified as a north-south bicycle route through the Metropolitan Orlando Region connecting to the Oak Ridge Road/International Drive, and creating economic development opportunities. The project is an FDOT Local Agency Program (LAP) project, which includes $500,000 from FDOT for design and permitting.



e.

(1) TITLE AND LOCATION *(City and State)*
Charles Paiva Greenway Trail PH I- II (FDOT LAP)
DeLand, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2007	2011

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$1,040,790.80]	[1.9 Miles]

PROJECT INCLUDED:

Phase 1 included the design and CEI of a 1.4-mile shared-use path from the City's Earl Brown Park to the City's Painters Pond Park located near the southern property line of Stetson University. Phase 2 consisted of a 0.70-mile extension of the original 1.20-mile trail. Phase 2 included the design and permitting of a 10–12-ft-wide asphalt and concrete trail through Stetson University.



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
Joseph M. LoFaso, Jr., P.E.	**Roadway Engineer**	9	8

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.S. in Civil Engineering, University of Central Florida B.S. in Civil Engineering, University of Central Florida	Professional Engineer - FL (No. 88718) FDOT AMOT No. 6082 FDEP Stormwater Inspector No. 32531

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Florida Coast to Coast Trailhead at Parrish Park
Brevard County, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	TBD

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$253,942.24]	[2,237 LF]

PROJECT INCLUDED:
LAP-funded project with both state and federal funding sources. Project consists of a one-way drive aisle with parking on one side and a sidewalk on the other. Bollards utilized along the beach side of the drive aisle to prevent vehicles from eroding the beach. Extremely limited space to work with—the parking aisle had to meet offset criteria from the road, trail, and the waterline. Involved coordination with a very large group of government regulatory entities due to the sensitive nature of the Indian River and its ecosystem.



b.

(1) TITLE AND LOCATION *(City and State)*
US 17-92 RiverWalk, Phase II - III (FDOT LAP)
Sanford, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2021

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$6,835,694]	[1.5 miles, 1.7 miles]

PROJECT INCLUDED:
Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.



c.

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

Leesburg Downtown Street Implementation
Leesburg, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	TBD

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

SPECIFIC ROLE	COST	SIZE
[Roadway Engineer]	[$428,567 (Design Fee)]	[2,159 Feet (Pine Street), 906 Feet (Market Street)]

PROJECT INCLUDED:

The roadway improvements for Market Street run from 1st Street to 7th Street in downtown Leesburg. The roadway currently functions as a back alley between the existing mid-20th Century low-rise buildings that comprise this portion of downtown. The intent is to turn this into a festival street by converting it to a one-way-only road and expanding the existing sidewalks. The street will be curb-less with the sidewalks flush to the edge of pavement so that Market Street becomes completely pedestrian traversable during community events; these are popular here because the road is book-ended by City Hall on one side and the Leesburg Library on the other—both of which include public parks on their grounds. Some landscaping such as planter boxes and limited street trees are also proposed where room permits. The main hardscape element is the replacement of the ad-hoc overhead lighting with a modern "festoon-style" lighting system that will complement the festival aesthetic of the roadway.



d.

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

Cape Coral SE 47th Terrace Complete Street Improvements
Cape Coral, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2018

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

SPECIFIC ROLE	COST	SIZE
[Project Engineer]	[$11.1 Million]	[xxxx]

PROJECT INCLUDED:

The project included reconstruction of an existing roadway to conversion to a complete street and the creation of a downtown district. The improvements included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming, including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.



e.

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

East Central Regional Rail Trail (ECRRT) (FDOT LAP)
Volusia County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2021

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

SPECIFIC ROLE	COST	SIZE
[Raodway Engineer]	[$3,865,883.50]	[3.61 mile, 12-ft wide multi use path]

PROJECT INCLUDED:

The Volusia County East Central Regional Rail Trail (ECRRT) Design/Build project was the final phase of Volusia County's portion of the Florida Coast to Coast Trail located in Osteen, Florida. The project consisted of the design, permitting, and construction of approximately 3.6 miles of a 12-ft-wide multi-use trail from Guise Road to Gobbler's Lodge Road. The project included the construction of two pedestrian bridges, multiple respite areas, and multiple mid-block crossings.



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	
Sandra L. Gorman, P.E.	**Traffic Engineer**	a. TOTAL: 30	b. WITH CURRENT FIRM: 9

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.C.E. in Civil Engineering, University of South Florida B.S. in Civil Engineering, University of South Florida	Professional Engineer - FL (No. 59530)

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

19. RELEVANT PROJECTS

a.

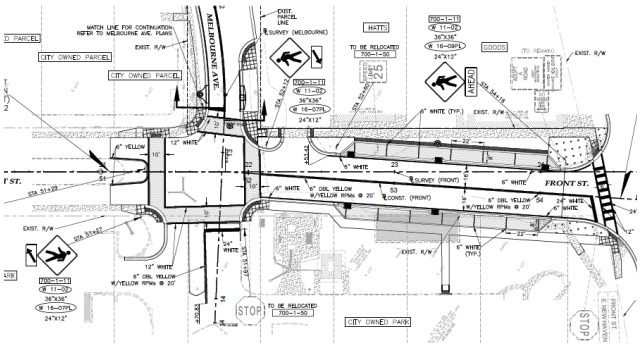
(1) TITLE AND LOCATION *(City and State)*
Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street
Melbourne, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 2021	CONSTRUCTION *(If applicable)*: 2022

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

SPECIFIC ROLE	COST	SIZE
[Traffic Engineer]	[TBD]	[7,510 LF]

PROJECT INCLUDED:
Pineapple Ave. project includes design of new bicycle and pedestrian facilities for approximately 2,600 LF (10-ft-wide multi-use path/5-ft bike lanes/raised crosswalks). Country Club Rd. project includes 2,560 LF of 6-ft concrete sidewalk along Country Club Road, 850 LF of 5-ft sidewalk along Melbourne Avenue, and 900 LF of 5-ft sidewalk along Edgewood Drive (total of 4,310 LF/0.82miles). Lastly, the Front St. project includes 12-ft-wide multi-use path, reconstruction of existing sidewalks to 6-ft, 5-ft-wide bike lanes; new 6-ft sidewalks on both sides of the roadway.



b.

(1) TITLE AND LOCATION *(City and State)*
US 17-92 RiverWalk, Phase II - III (FDOT LAP)
Sanford, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES: 2013	CONSTRUCTION *(If applicable)*: 2021

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

SPECIFIC ROLE	COST	SIZE
[Traffic Engineer]	[$6,835,694]	[1.5 miles, 1.7 miles]

PROJECT INCLUDED:
Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.



c.

(1) TITLE AND LOCATION *(City and State)*
Ocoee Downtown Streets Redevelopment
Ocoee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	TBD

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

SPECIFIC ROLE	COST	SIZE
[Traffic Engineer]	[TBD]	[3,070 LF]

PROJECT INCLUDED:

Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts that are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond.



d.

(1) TITLE AND LOCATION *(City and State)*
Florida Coast to Coast Trailhead at Parrish Park
Brevard County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	TBD

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

SPECIFIC ROLE	COST	SIZE
[Traffic Engineer]	[$253,942.24]	[2237 LF]

PROJECT INCLUDED:

LAP funded project with both state and federal funding sources. Project consists of a one-way drive aisle with parking on one side and a sidewalk on the other. Bollards utilized along the beach side of the drive aisle to prevent vehicles from eroding the beach. Extremely limited space to work with—the parking aisle had to meet offset criteria from the road, trail, and the waterline. Involved coordination with a very large group of government regulatory entities due to the sensitive nature of the Indian River and its ecosystem.



e.

(1) TITLE AND LOCATION *(City and State)*
Cape Coral SE 47th Terrace Complete Street Improvements
Cape Coral, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2018

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

SPECIFIC ROLE	COST	SIZE
[Traffic Engineer]	[$11.1 Million]	[4,833 LF (0.9145 mile)]

PROJECT INCLUDED:

The project included reconstruction of an existing roadway to conversion to a complete street and the creation of a downtown district. The improvements included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming, including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.



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	
Amy E. Daly, LEED AP	**Environmental Scientist**	a. TOTAL: 30	b. WITH CURRENT FIRM: 19

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.B.A., FMU, Summa Cum Laude B.S. in Biological Sciences, Florida State University	U.S. Army Corps of Engineers Wetland Delineator Florida Unified Mitigation Methodology Course Qualified Stormwater Management Inspector Prescribed Burner, Authorized Gopher Tortoise Agent (No. GTA-09-00145), LEED Accredited Professional

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
East Central Regional Rail Trail (ECRRT) (FDOT LAP)
Volusia County, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020
CONSTRUCTION *(If applicable)*: 2021

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

SPECIFIC ROLE	COST	SIZE
[Environmental Scientist]	[$3,865,883.50]	[3.61 mile, 12-ft wide multi use path]

PROJECT INCLUDED:
The Volusia County East Central Regional Rail Trail (ECRRT) Design/Build project was the final phase of Volusia County's portion of the Florida Coast to Coast Trail located in Osteen, Florida. The project consisted of the design, permitting, and construction of approximately 3.6 miles of a 12-ft-wide multi-use trail from Guise Road to Gobbler's Lodge Road. The project included the construction of two pedestrian bridges, multiple respite areas, and multiple mid-block crossings.



b.

(1) TITLE AND LOCATION *(City and State)*
Miramar's Regional Park - 9/11 Memorial
Miramar, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2021
CONSTRUCTION *(If applicable)*: 2023

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

SPECIFIC ROLE	COST	SIZE
[Environemntal Scientist]	[$54,980]	[173 Acres]

PROJECT INCLUDED:
Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.



c.

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

Monroe County Fire Station – Cudjoe Key
Monroe County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2021

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

SPECIFIC ROLE	COST	SIZE
[Environemntal Scientist]	[$4 Million]	[7,500 SF]



PROJECT INCLUDED:

CPH provided pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500 SF fire station on Cudjoe Key. Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards. The overall project includes three drive thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R- value, low E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.

d.

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

Miramar's Regional Park - Outdoor Skate Park
Miramar, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2022

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

SPECIFIC ROLE	COST	SIZE
[Environemntal Scientist]	[$54,905]	[4,000 SF]

PROJECT INCLUDED:

The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

e.

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

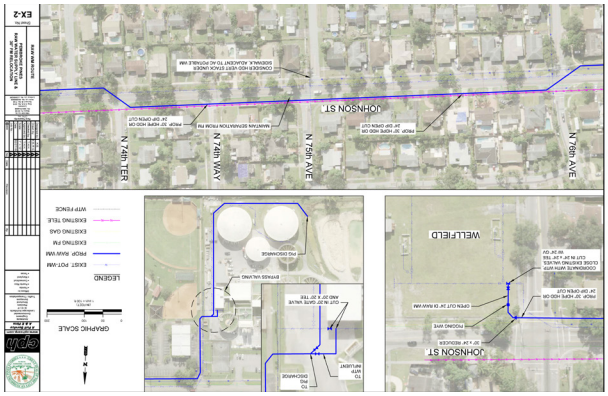
Raw Water Supply Line and 30" Force Main Relocation
Pembroke Pines, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Environemntal Scientist]	[$5.8M]	[6,400 LF]



PROJECT INCLUDED:

Project includes design of 1.1 miles of horizontal directionally drilled 30-inch HDPE raw water main from wellfield to water treatment plant. Design also includes pigging station for easy access to pig the system, by-pass valving, pigging discharge, and relocation of 600 LF of 30" DIP sewer force main.

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	
Benjamin M. Fries	**Process Designer**	a. TOTAL: 37	b. WITH CURRENT FIRM: 37

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Sanford, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.S. in Environmental Engineering, University of Central Florida B.S. in Environmental Engineering, University of Central Florida	Adjunct Professor, University of Central Florida (1986-present), Civil, Environmental, & Const. Engineering Certified FE/PE Review Instructor

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Everglades WWTF
Everglades City, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020
CONSTRUCTION *(If applicable)*: 2024

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

SPECIFIC ROLE	COST	SIZE
[Process Designer]	[$9 Million]	[0.16 MGD]

PROJECT INCLUDED:
The City of Everglades City currently owns and operates a 0.16 MGD wastewater treatment facility (WWTF). The WWTF is out of compliance with FDEP, and a Consent of Final Judgement was issued to the City to completely replace the WWTF. The City has contracted with CPH to complete the design, permit, and certify construction of the new WWTF. The project includes full plant replacement, including primary, secondary, and tertiary treatment. The WWTF will meet advanced wastewater treatment standards and be designed to be resilient for future environmental concerns. Design includes sea level rise analysis and alternative methods of effluent disposal, as well as how to best accommodate wet weather flows from king tides and heavy rainfall.

City of Everglades

b.

(1) TITLE AND LOCATION *(City and State)*
City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project
Largo, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION *(If applicable)*: 2022

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

SPECIFIC ROLE	COST	SIZE
[Process Designer]	[$55,000,000]	[18 MGD]

PROJECT INCLUDED:
CPH and Kiewit Infrastructure South were awarded the design/build contract for BNR and facility improvements at the City of Largo's 18 MGD WRF ($53 million). The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound (Tampa Bay Nitrogen Management Consortium). Improvements at the facility included the following: Primary clarification system rehab and reconfiguration); conversion of three, 6.0-MGD treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.



c.

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

Volusia Southeast Regional Water Reclamation Facility Improvements
Volusia County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	TBD

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

SPECIFIC ROLE	COST	SIZE
[Process Designer]	[$15 Million]	[1.20 MGD AADF]

PROJECT INCLUDED:

New Biological Nutrient Removal System as well as expansion from 0.60 average annual daily flow (AADF) to 1.20 MGD AADF. 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability. Future expansion capacity capabilities in the range of 2.5 to 3.0 MGD AADF. New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.



d.

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

Sanford North WRF - Biological Nutrient Removal Expansion (BNR)
Sanford, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	TBD

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

SPECIFIC ROLE	COST	SIZE
[Process Designer]	[$12.5 million]	[1.0 MGD AADF]

PROJECT INCLUDED:

Biological Nutrient Removal (BNR) system upgrades at the Sanford North WRF to meet low TN (< 3 mg/L) and TP (< 0.6 mg/L) concentrations mandated for effluent requirements. Based on a preliminary screening process (first-level), criteria weighting (pair-wise) analysis, and a final screening process (second-level) of over 30 potential BNR alternatives, the Integrated Fixed-Film Activated Sludge (IFAS) Process, an efficient and automated nutrient removal technology was selected as the "preferred" alternative. The 7.3 MGD IFAS BNR system consisted of the following infrastructure: (1) new RAS/WAS pumping systems; (2) four treatment trains consisting of primary anoxic basins (2-stage), wastewater step-feed process, aerobic basins, deoxygenation basins, secondary anoxic basins, and reaeration basins; (3) four turbo blowers and aerations systems; (4) chemical and supplemental carbon storage/handling facilities; (5) biosolids system improvements; (6) internal recycle systems; (7) roadway improvements and resurfacing; (8) grit removal system improvements; (9) stormwater system improvements; (10) security system improvements; and (11) various buildings.



e.

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

Sanford Class "A" Biosolids Management System (Solar Dryer)
Sanford, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2020

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

SPECIFIC ROLE	COST	SIZE
[Process Designer]	[$12,000,000]	[11,000 lb of dried biosolids per day]

PROJECT INCLUDED:

The project includes a new biosolids solar drying system (greenhouse, biosolids turning device, control system, etc.), a new biosolids dewatering system building, screw press dewatering system and associated equipment, an automated biosolids feed system (screw presses to solar dryer) and associated equipment, a new Class "A" dried biosolids building, an automated dried biosolids discharge system including recessed, inclined, and horizontal screw conveyor systems (solar dryer to dried biosolids building), electrical, controls, instrumentation and SCADA improvements, stormwater management system improvements, miscellaneous appurtenances and ancillaries, site work, yard piping and plant internal roadway improvements, signage, sodding, etc.



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
Roberto "Robbie" Gonzalez, P.E.	**Process Engineer**	28	10

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
M.S. in Environmental Sciences, University of Central Florida B.S. in Mechanical Engineering, University of Central Florida B.S. in Environmental Engineering, University of Central Florida	Professional Engineer - FL (No. 56875)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
JEA – Otter Run Water Treatment Plant Renewal & Replacement
Jacksonville, FL

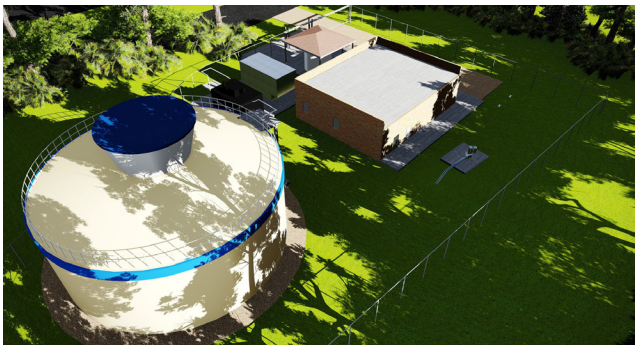
(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2017

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

SPECIFIC ROLE	COST	SIZE
[Process Engineer]	[$1.9 Million]	[3 high services pumps totaling 1,800 GPM]

PROJECT INCLUDED:

Included the planning, evaluation, design, permitting, and construction administration to upgrade the existing plant.Improvements included modifications to the piping and valving of the two existing 750 GPM wells, a new 100,000-gal ground storage tank with aerator, three high services pumps (one, 300 GPM and two, 750 GPM), a new hsp/electrical building with chemical room and restroom, and associated electrical and instrumentation upgrades.



b.

(1) TITLE AND LOCATION *(City and State)*
JEA Ponce de Leon WTP Pump Building & Reservoir Replacement
Jacksonville, FL

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	2016

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

SPECIFIC ROLE	COST	SIZE
[Process Engineer]	[$1.9 Million]	[0.865 MGD]

PROJECT INCLUDED:

CPH provided engineering services to JEA for the Ponce de Leon Water Treatment Plant Pump Building and Reservoir Replacement. CPH provided the preliminary and final design services as well as the permitting services. We also provided limited construction administrative services. The goal of the project was to replace the corroded items with materials suitable for the marine environment as the site is located across the street from the Atlantic Ocean. Improvements included new high service pumps (two, 660 GPM and one, 350 GPM) and electrical/instrumentation upgrades. A new high service pump room building with electrical and chemical room. A new 0.5 MGD ground storage tank with cascade aerator and associated yard piping. New generator, fuel tank, and chemical storage structure.



c.

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

Haines City Water Treatment System Upgrades for Control of Disinfection By-Products (DBPs)
Haines City, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	2017

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

SPECIFIC ROLE	COST	SIZE
[Process Engineer]	[$5,511,777.00]	[WTP #1 rated at 5 MGD and WTP #2 rated at 4 MGD]

PROJECT INCLUDED:

Design and construction management services for treatment system upgrades at WTP No. 1 and WTP No. 2 to control DBPs for compliance with Stage 2 DBP requirements. The system upgrades consist of the following components: construction 3,600 GPM ion-exchange (IEX) treatment system to remove total organic carbon (TOC); installing mixers in two, 500,000-gallon ground storage tanks (GSTs) to reduce on-site water age; refurbishing and replacing chemical feed systems to control chlorine dose rates; and enhancing SCADA instrumentation & control improvements to balance distribution system water quality.



d.

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

Winter Springs Water Treatment Plant 1 System Upgrades for Control of Disinfection By-Products (DBPs)
Winter Springs, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	2017

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

SPECIFIC ROLE	COST	SIZE
[Process Engineer]	[$5,185,773]	[5 MGD]

PROJECT INCLUDED:

CPH provided complete design and construction management services for treatment system upgrades at WTP No. 1 to control DBPs for compliance with Stage 2 DBP requirements. The system upgrades consist of the following components: constructing 2,700 GPM Ion-Exchange (IEX) Treatment System to remove Total Organic Carbon (TOC); providing a new generator system; refurbishing and replacing chemical feed systems to control chlorine dose rates and corrosion inhibitor; enhancing SCADA Instrumentation & Control improvements to balance distribution system water quality; enhancing VFD control of high service pumps; and fast-tracking the project.



e.

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

Palm Coast WTP #3 Concentrate Reuse and Recovery
Palm Coast, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014	2015

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

SPECIFIC ROLE	COST	SIZE
[Process Engineer]	[$1.3 million]	[3.0 MGD]

PROJECT INCLUDED:

The City of Palm Coast WTP No.3 is a low-pressure reverse osmosis (LPRO) plant with a design capacity of 3.0 MGD made up of 2.25 MGD permeate from the two RO skids and 0.75 MGD from the raw water by-pass. CPH assisted the City in conducting extensive studies to beneficially reuse the concentrate flow produced by the RO skids as a resource. The team successfully obtained permits to dispose of the concentrate with three options: blending with raw water and treated to drinking water at the City's lime softening water treatment plant; blending with reclaimed water and used for residential and golf course irrigation; and discharging to the Intracoastal Waterway.



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	
Mason Gardberg, P.E.	**Utilities Engineer**	a. TOTAL: 11	b. WITH CURRENT FIRM: 11

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Environmental Engineering and Civil Engineering (double major), University of Central Florida	Professional Engineer - FL (No. 86595)

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Everglades WWTF
Everglades City, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020
CONSTRUCTION *(If applicable)*: 2024

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$9 Million]	[0.16 MGD]

PROJECT INCLUDED:
The City of Everglades City currently owns and operates a 0.16 MGD wastewater treatment facility (WWTF). The WWTF is out of compliance with FDEP, and a Consent of Final Judgement was issued to the City to completely replace the WWTF. The City has contracted with CPH to complete the design, permit, and certify construction of the new WWTF. The project includes full plant replacement, including primary, secondary, and tertiary treatment. The WWTF will meet advanced wastewater treatment standards and be designed to be resilient for future environmental concerns. Design includes sea level rise analysis and alternative methods of effluent disposal, as well as how to best accommodate wet weather flows from king tides and heavy rainfall.



b.

(1) TITLE AND LOCATION *(City and State)*
Everglades WTP Concentrate Forcemain
Everglades City, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2023
CONSTRUCTION *(If applicable)*: 2024

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$500,000]	[1 mile of 4" forcemain]

PROJECT INCLUDED:
Design and analysis of existing WTP concentrate forcemain from the City's WTP to the Copeland Lift Station. The existing forcemain has been fouled from high levels of calcification in the WTP concentrate handling. CPH performed a water testing analysis, forcemain sizing, and completed plans to replace approximately 1 mile of 4" forcemain. The project is currently completed in design and permitting and will be bid for construction in FY 2024.



c.

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

Toho Lift Station No. 4P Replacement
Kissimmee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2018

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$420,000]	[Varied Per section of Forcemain]

PROJECT INCLUDED:

CPH led preliminary and final design engineering, permitting, and construction observation for replacing an 8-ft wet well with a 10-ft wet well, converting the former into a collection structure connected to the new wet well via a 16-inch gravity sewer. Calculated and selected an 88-hp pump for the duplex lift station, with a design point of 1,200 GPM at 152 feet of head, incorporating soft starts and a diesel emergency backup pump. Additionally, designed approximately 300 LF of 10-inch force main along Enterprise Drive, 70 LF connecting existing force mains, and replaced 120 LF of existing 8-inch DIP gravity sewer with 12-inch PVC sanitary sewer. Coordinated easement acquisition and managed permit applications, including those from the Florida Department of Environmental Protection and Osceola County Right-of-Way Permit, ensuring compliance with Toho standards.



d.

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

Raw Water Supply Line and 30" Force Main Relocation
Pembroke Pines, FL

(2) YEAR COMPLETED

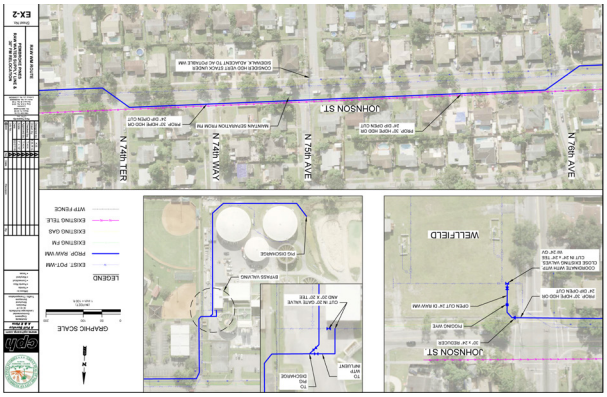
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Utilties Engineer]	[$5.8M]	[6,400 LF]

PROJECT INCLUDED:

Project includes design of 1.1 miles of horizontal directionally drilled 30-inch HDPE raw water main from wellfield to water treatment plant. Design also includes pigging station for easy access to pig the system, by-pass valving, pigging discharge, and relocation of 600 LF of 30" DIP sewer force main.



e.

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

SSA-ESA 36" Water Main and 24" Reclaimed Water Main & J. Lawson Repump Station Project
Orange County, FL

(2) YEAR COMPLETED

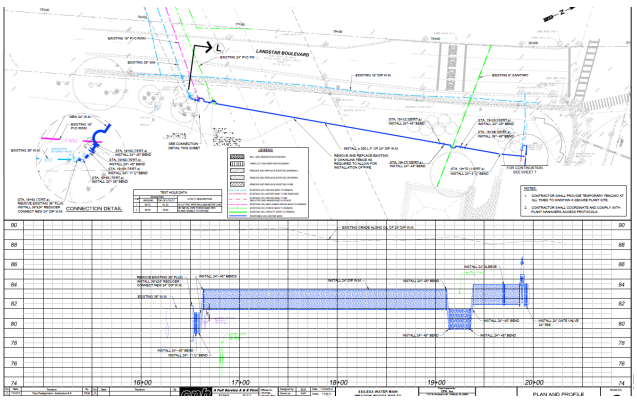
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2021

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$28 million]	[7 Miles of 36" Water Main & 24" Reclaimed Water Main]

PROJECT INCLUDED:

CPH provided engineering services to OCU for the connection of the Southern Service Area to the Eastern Service Area with the potable water and reclaimed water system and repump station. These services included preliminary design report, final design, MOT design, survey, environmental assessment, geotechnical investigation, bidding, and construction administration. The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation.



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
Amanda Martin, E.I.	**Utilities Engineer**	1	1

15. FIRM NAME AND LOCATION *(City and State)*
CPH Consulting, LLC / Miami, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. in Environmental Engineering, Florida International University	E.I. #1100025067

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)*
City of Everglades WWTF Everglades City, FL	2020	2024

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$9 Million]	[0.16 MGD]

PROJECT INCLUDED:

The City of Everglades City currently owns and operates a 0.16 MGD wastewater treatment facility (WWTF). The WWTF is out of compliance with FDEP, and a Consent of Final Judgement was issued to the City to completely replace the WWTF. The City has contracted with CPH to complete the design, permit, and certify construction of the new WWTF. The project includes full plant replacement, including primary, secondary, and tertiary treatment. The WWTF will meet advanced wastewater treatment standards and be designed to be resilient for future environmental concerns. Design includes sea level rise analysis and alternative methods of effluent disposal, as well as how to best accommodate wet weather flows from king tides and heavy rainfall.

City of Everglades

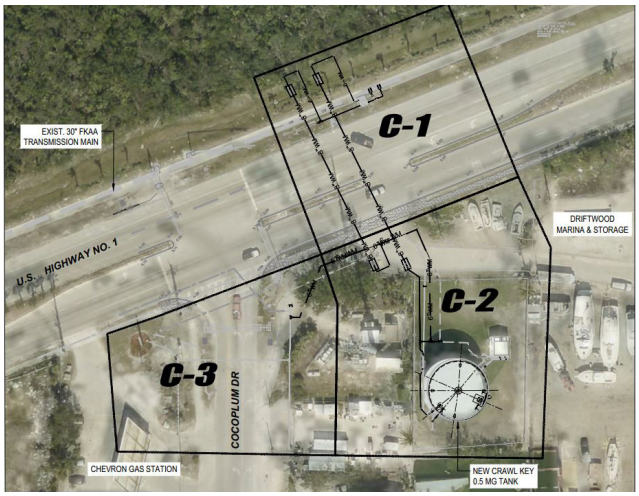
b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
FKAA – Crawl Key Ground Storage Tank (GST) Marathon, FL	2023	2024

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$2,800,000]	[500,000-gallon GST]

PROJECT INCLUDED:

CPH has been contracted by the Florida Keys Aqueduct Authority for Design, Permitting, and Construction services for replacement of an existing 500,000 gallon potable water GST. The GST stores and pumps potable water to the local area to maintain pressures in the system. The existing GST has seen significant damage from storms in the Florida Keys and the walls of the tank see heavy salt water corrosion when water stages up on the site. CPH designed the replacement of an 8" fill line and 8" by-pass distribution line with multiple horizontal directional drills under US 1, replacement of aged yard piping and valves, new structural foundation for tank replacement, raising the tank slab above base flood elevation, and replacement of the 500,000 gallon GST.



c.

(1) TITLE AND LOCATION *(City and State)*
Miccosukee Casino
Miccosukee, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION *(If applicable)*: 2024

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$3.5 Million]	[8,500 SF]

PROJECT INCLUDED:
An 8,000+ SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.



d.

(1) TITLE AND LOCATION *(City and State)*
Everglades WTP Concentrate Forcemain
Everglades City, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2023
CONSTRUCTION *(If applicable)*: 2024

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$500,000]	[1 mile of 4" forcemain]

PROJECT INCLUDED:
Design and analysis of existing WTP concentrate forcemain from the City's WTP to the Copeland Lift Station. The existing forcemain has been fouled from high levels of calcification in the WTP concentrate handling. CPH performed a water testing analysis, forcemain sizing, and completed plans to replace approximately 1 mile of 4" forcemain. The project is currently completed in design and permitting and will be bid for construction in FY 2024.

City of Everglades

e.

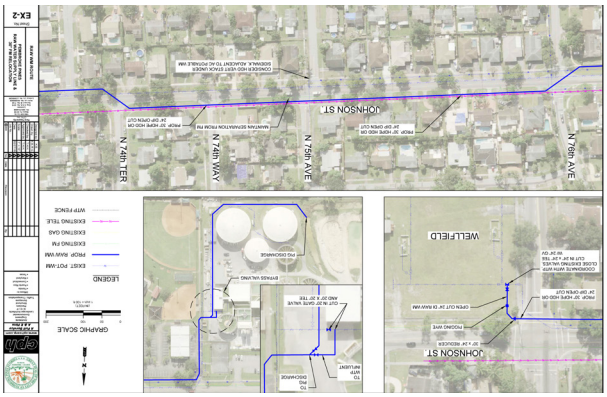
(1) TITLE AND LOCATION *(City and State)*
Raw Water Supply Line and 30" Force Main Relocation
Pembroke Pines, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020
CONSTRUCTION *(If applicable)*: Ongoing

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

SPECIFIC ROLE	COST	SIZE
[Utilities Engineer]	[$5.8M]	[6,400 LF]

PROJECT INCLUDED:
Project includes design of 1.1 miles of horizontal directionally drilled 30-inch HDPE raw water main from wellfield to water treatment plant. Design also includes pigging station for easy access to pig the system, by-pass valving, pigging discharge, and relocation of 600 LF of 30" DIP sewer force main.



Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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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: **01**

21. TITLE AND LOCATION *(City and State)*
City of Sanford Continuing Services
Sanford, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 1958	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Sanford	Mayor Art Woodruff	407.688.5001

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

CPH has been providing services to the City of Sanford since 1958. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include, engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

US 17-92 RiverWalk, Phase II - III (FDOT LAP) - Sanford, FL - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

City of Sanford - St. Johns Parkway Phase 1 and Phase 3 Construction - Sanford, FL - This project consisted of widening existing roadway and constructing new, four-lane, divided roadway east and west of the Smith Canal. Design included extensive stormwater modeling to serve construction of four new stormwater ponds, diverting offsite flows around the ponds, and sizing of an arch culvert at the canal crossing. Major construction items include construction of a 28-ft span x 7-ft rise x 72-ft-long concrete arch culvert and wingwalls at the canal; curb and gutter; sidewalk; guardrail; aluminum handrail; and storm sewer ranging in size from 15–60-inch to 48-inch x76-inch; relocation and construction of water main, reclaimed water main, and force main; turn lane construction on intersecting streets; modification of existing traffic signals; landscaping; and irrigation.

US 17-92 at I-4 Utility Relocations - FDOT Funding - Sanford, FL- Relocation of existing 20-inch reclaimed water main along US 17-92 at I-4 ramp construction. Work included design, permitting, bidding, and construction phase services. Work also included attending utility coordination meetings, assisting the City with the preparation and submittal of the FDOT Utility Work Agreement and utility work schedule, and preparing and submitting invoicing for reimbursement from FDOT on behalf of the City.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **02**

21. TITLE AND LOCATION *(City and State)*
City of Miramar Continuing Services
Miramar, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing since 2014	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Miramar	Evelyn Valerio	954.883.5012

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

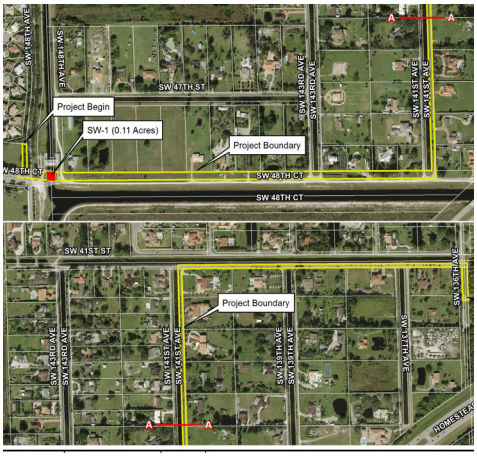
CPH has been providing services to the City of Miramar since 2014. The team has provided services that include, engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

Huntington Wellfield and Raw Water Main - Miramar, FL - CPH completed preliminary design and plan for redeveloping the well at 4,500 gallon per minute (GPM) for approximately 60 hours to ensure it will meet the needs of the City's Water Treatment Plant (WTP). CPH performed an alternative route study to present the best options for conveying the well's raw water to the City's West WTP. Design included a new 2,800 GPM wellhead, a total of 1.6 miles of 16-inch raw water main and 18-inch HDPE directionally drilled main, including a subaqueous canal crossing, along with modifications to the influent piping at the WTP. Project is set to begin construction in early 2022.

Miramar's Regional Park - Outdoor Skate Park - Miramar, FL- The City of Miramar recently awarded the design for a new skate park to CPH and skate park designer, Gridline Skateparks. The project will include an approximately 4,000 to 8,000 SF community-oriented skate park consisting of "poured-in-place" concrete that is suitable for all age groups. The project will need to integrate with any current and future uses at the site.

Miramar's Regional Park - 9/11 Memorial - Miramar, FL - Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.

Miramar Fire Station #84, Phase II (MEP) - Miramar, FL - CPH provided mechanical and electrical engineering for the second phase of the Miramar Fire Station #84 construction. The redesign included evaluation of existing HVAC systems and building heat gain. For this project CPH was asked to solve an occupant comfort issue. The problem was diagnosed as low ambient temperature with high humidity. After a performing a heat load it was determined the addition of VFDs and interlaced coils would solve the climate problem. Plans were then prepared, detailing the modifications to be made to existing equipment and the new air balance for the building.







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **03**

21. TITLE AND LOCATION *(City and State)*
Monroe County Continuing Services
Monroe County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2015	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Monroe County	Cary Vick	305.295.4339

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

CPH has been providing services to Monroe County since 2015. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include, engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the County include:

Higgs Beach Seawall Repair - Monroe County, FL - The existing Monroe County Higgs Beach Seawall was experiencing severe undermining due to heavy tide and hurricane damages. CPH contracted with Monroe County to design the repair of the 700 LF of seawall along Higgs Beach. Design efforts included survey, structural engineering, civil engineering, and environmental permitting. The original design was completed in 2020 and construction was put on hold until 2022.

Harry Harris Park Jetty and Wilkinson's Point - Monroe County, FL - The project included study phase, design phase, and construction observation for the repair of two submerged land structures at the Monroe County Harry Harris Park. The two coastal structures were damaged during a Hurricane in 2017. CPH was hired to perform a resilient study to determine the cost and most resilient methods to re-build the two structures. CPH completed wave action modeling and worked with FEMA and the County to secure funding for the project. CPH completed the survey, geotechnical analysis, full design, environmental permitting, and the construction observation for the redevelopment of both structures.

Marathon Tax Collector Seawall - Monroe County, FL - The Monroe County Marathon Branch Tax Collector's office received heavy damage during Hurricane Irma in 2017, which undermined its foundations. The Tax Collector's office, along with the Sherriff's office, is located immediately adjacent to a canal in Marathon, Florida. The County requested FEMA funding to repair the Tax Collector's office and to design canal improvements to protect against future hurricane surges. The County contracted with CPH for analysis and design of a new seawall along the canal adjacent to their critical operations buildings. CPH completed survey, geotechnical study, and wetland delineation, and designed 200 LF of sheet pile sea wall, including wetland and mangrove mitigation plans, and is currently in the process of permitting the proposed design. Construction is set to begin in early 2023.

Monroe County Fire Station – Cudjoe Key - Monroe County, FL - Pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500-SF fire station on Cudjoe Key. The overall project included three drive-thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **04**

21. TITLE AND LOCATION *(City and State)*
Village of Islamorada Continuing Services
Islamorada, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2010	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Village of Islamorada	Andrew Engelmeyer EI	305.852.6933

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

CPH has been providing services to Islamorada, Village of Islands since 2010. The team has provided services that include, engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the Village include:

Vacuum Pump Station MTS and Flood Proofing - Islamorada, FL - Islamorada, Village of Islands has six sanitary sewer vacuum pump stations with existing generator sets to power each station during power outages or emergency scenarios. These generators have automatic transfer switches, but have had issues in the past when major storms knock the generators off-line. The Village was awarded a grant to install manual transfer switches (MTS) with portable generator receptacles at each pump station to allow for more operability during emergency scenarios, along with installing flood protection measures at each station. CPH was contracted to perform the design and permitting of the new MTSs at each vacuum pump station and design of the flood proofing for each building.

Islamorada, Village of Islands – Founder's Park Dog Park - Islamorada, FL - Islamorada, Village of Islands owns and maintains an existing 1.6-acre dog park located at the Founder's Park in Islamorada. The dog park was mostly sod and had no extra amenities. CPH met with the Village and the residents to discuss features of the park that the community needed. CPH designed the plan and features for the new dog park and worked with the Village through the design, permitting, and bid phases of the project. The project was federally funded through a grant and CPH worked with the Village to meet their budget requirements during the bidding process.

Fire Stations MTS - Islamorada, FL - Islamorada, Village of Islands has three fire stations with existing generator sets to power each station during power outages or emergency scenarios. These generators have automatic transfer switches but have had issues in the past when major storms knock the generators off-line. The Village was awarded a grant to install manual transfer switches (MTS) with portable generator receptacles at each fire station to allow for more operability during emergency scenarios. CPH was contracted to perform the design and permitting of the new MTS at each fire station.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **05**

21. TITLE AND LOCATION *(City and State)*
Miami Dade County Continuing Services
Miami Dade County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2012	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Miami Dade County	Carlos Benavides	786.268.5285

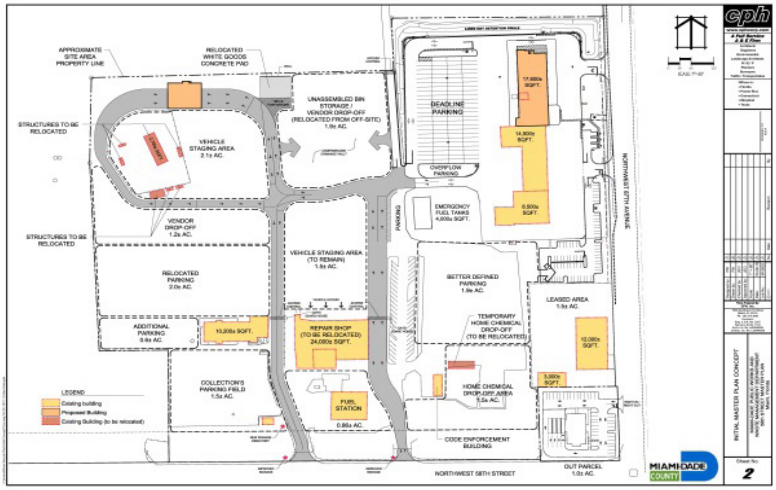
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CPH has been providing services to Miami Dade County since 2012. The team has provided services that include, engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the County include:

Miami-Dade Water & Sewer Department ACP Force Main Pipe Replacements - Miami Dade County, FL - For the Kendall replacement project, the existing 10-inch and 12-inch ACP force mains were abandoned in-place, and replaced by 10-inch and 12-inch DIP force mains as per WASD Standards. The project replaced 6,623 LF of ACP. The Homestead Air Reserve Base project is within a federally secured property and featured an existing 8-inch ACP that routed from WASD pump station PS1132 to a gravity manhole located NE of the project vicinity. For the City of Miami Gardens replacement project, CPH replaced the existing 4-inch, 6-inch, and 8-inch ACP and CI force mains connected to WASD pump stations PS44 and PS45. The ACP force mains were abandoned in-place, and were replaced by 6-inch, 8-inch, and 12-inch DIP force mains as per WASD Standards.

Miami-Dade Government Center Master Plan - Miami Dade County, FL - Space programming, concept design, and master planning of public works/waste services complex (includes reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities), 25 acres.

Public Works and Waste Management 58th Street Master Plan - Miami Dade County, FL - Miami Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida. CPH took the lead role as the project planner for the County, handling the master planning and coordination of regulatory agency meetings to assure the timely completion of the project in a cost-effective manner. CPH provided space programming, concept design, and master planning of public works/waste services complex. The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **06**

21. TITLE AND LOCATION *(City and State)*
City of DeLand Continuing Services
DeLand, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 1997	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of DeLand	Ray Bahrami, P.E., PMP, CPM, CFM	386.626.7189

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

CPH has been providing services to the City of DeLand since 1997. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

City of DeLand Painter's Pond - DeLand, FL - The Painter's Pond Park Improvements design process included initial analysis and concept planning for the existing park space. This process included performing a site review of the existing park, and reviewing the existing structures, existing trees and groundcover, existing light fixtures, and looking at options to enhance the park and incorporate public art stations. CPH provided layouts consisting of landscape and hardscape design detailing amenity designs. Hardscape elements included signage element design, shade structures, site fencing, and site furnishings including litter receptacles, benches, bike racks, canine play features, and decorative hardscape surface materials. 3D rendering graphics and perspective graphics were generated utilizing Sketch-up and Adobe CS Suite.

City of DeLand Sunflower Park - DeLand, FL - The Sunflower Park Improvements design included initial analysis and concept planning for the existing park space. This process included performing a site review of the existing park, reviewing the existing structures, existing trees and groundcover, existing light fixtures, and looking at options to enhance the park space. CPH provided layouts consisting of landscape and hardscape design, signage element design, site fencing, and site furnishings including litter receptacles, benches, bike racks, and decorative hardscape surface materials. 3D rendering graphics and perspective graphics were generated utilizing Sketch-up and Adobe CS Suite.

Sperling Sports Complex - DeLand, FL - Planning and design for the Sperling Sports Complex Improvements, which included a restroom/concession building, prefabricated two-story press box, additional field lighting, additional bleachers, minor utility improvements, and regrading of the south soccer/football field. Other improvements included overall site grading and pond expansion to address the improvements, permitting, bid phase services, and post design services.

MLK Recreation Center Master Plan - DeLand, FL - CPH provided master planning design services for improvements on the MLK Recreation Center site. The concept plans include: 30,000-SF recreation center, evaluation of all-age programs and leagues' needs, evaluation of parking requirements, nature-based recreation opportunities, picnic areas with pavilions, evaluation of the environmental conditions, review of SJRWMD data for natural area impact reviews, off-site turn lanes, and estimate of probable cost for each plan.

Earl Brown Park Improvements - DeLand, FL - CPH was awarded the Earl Brown Park improvements project, which included stormwater, site design, minor roadway improvements, and parking lot design. CPH was responsible for site and stormwater design for the Wayne Sanborn Senior Center replacement project (and related parking), parking lot serving Spec Martin Stadium, parallel parking and traffic calming along Alabama Ave., an amphitheater, basketball courts, restroom/concession building, playground area, and a hardscaped entryway feature.

Spec Martin Stadium and Earl Brown Park Improvements - DeLand, FL - As part of the upgrades to Spec Martin Stadium for the revival of Stetson Football, CPH was selected to provide architectural and engineering services for the renovations. The primary improvement was the addition of paved parking on the home and visitor sides of the stadium as well as grass parking across the street in Earl Brown Park. The renovations included the construction of a new multi-story press box that had suites for the Stetson University president, City officials, press, and coaches. A covered observation deck was added on the roof to allow for filming. Additional upgrades were also needed for the officials, visiting team, and home team locker rooms, which were included as part of the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **07**

21. TITLE AND LOCATION *(City and State)*
City of Palm Coast Continuing Services
Palm Coast, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 1998	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Palm Coast	Mr. Steve Flanagan	386.986.2354

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

CPH has been providing services to the City of Palm Coast since 1998. Projects have included water, wastewater, stormwater, roadway, parks, and trails. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

City of Palm Coast – Citation Parkway Improvements - Palm Coast, FL - The project included extension of Sesame Boulevard to Seminole Woods Boulevard by elimination of the intersection at Citation Parkway and Sesame Boulevard; replacement of the deficient culvert/ bridge on Sesame Boulevard; intersection improvements at Citation Parkway and Seminole Woods Boulevard to include the addition of a left turn and a right turn lane; intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane; drainage and utility design; multi-use path/passive linear park along the south side of Sesame Boulevard; and a temporary pedestrian crossing and path from Sesame Boulevard to Seminole Woods Boulevard.

Lehigh Trail Trailhead - Palm Coast, FL - CPH performed a detailed field review of the site with the City to assess the proposed parking and trailhead improvements. CPH prepared preliminary layouts of the improvements, detailing the parking, trail access, stormwater improvements, utility connections, and other associated elements of the project. CPH assisted the City in coordinating with FPL for the proposed improvements that fall within the FPL easement.

Palm Coast Old Kings Road Master Lift Station Design Update - Palm Coast, FL - The existing Old Kings Road Master Pump Station is a re-pump station that handles flow from a number of wastewater pumping stations in the southeastern section of the City of Palm Coast. Several years ago, CPH prepared plans and specifications for construction of a new OKR Master Pump Station to increase flow capacity to Wastewater Treatment Plant #1. Construction did not occur due to the delay in the four-laning of Old Kings Road, the slowdown in growth and the lack of utility funding for growth related projects. With the current flows and the new growth trends, the City found it necessary to build the pump station. The existing 11,000 feet of 8-inch sewer force main between the pump station and the treatment plant is restricting flow output from the existing pump station to the treatment plant. A 16-inch new force main will be constructed to replace the existing 8-inch force main. The proposed 16-inch force main is currently under design by another consultant. CPH was contracted by the City to provide updated design and engineering services during construction for the Old Kings Road Master Pump Station under their existing continuing services contract. Services include coordination with another consultant, design update of the Old Kings Road Master Pump Station, FDEP permit modifications, and construction administrative services during construction.

Palm Coast Matanzas Woods Reclaimed Water Main - Palm Coast, FL - CPH provided engineering services in connection with the design update and construction of 3.1 miles of a 16-18-inch reclaimed water main to connect the reuse systems of two wastewater treatment plants in the City of Palm Coast. CPH originally designed the reclaimed water main to 90% design completion in 2010. CPH services included survey update, design update coordination, update of plans and specifications, assistance with permit applications, and engineering services during bidding and construction.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **08**

21. TITLE AND LOCATION *(City and State)*
City of Ocoee Continuing Services
Ocoee, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2009	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Ocoee	Stephen Krug	407.905.3170

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

CPH has been providing services to the City of Ocoee since 2009. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

Ocoee Downtown Streets Redevelopment - Ocoee, FL - Civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts that are the gateways into Downtown: one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to attain proper clearance from the railroad and a new stormwater management pond.

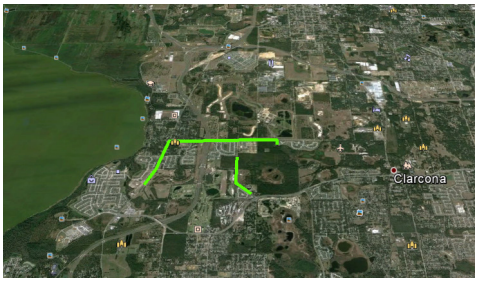
North Side Area Reclaimed Water Main Extensions - Ocoee, FL - Phase I of the project consisted of the installation of 8,100-ft of 16-inch PVC reclaimed water main by open cut and 888 LF of 18-inch HDPE reclaimed water main by directional drill; 555 LF of 8-inch PVC; and 68 LF of 6-inch HDPE reclaimed water main; connection to an existing 16-inch reclaimed water main; valves; fittings; pressure testing; and restoration. Phase II of the project consisted of the installation of approximately 1,730 LF of 16-inch; 3,676 LF of 12-inch; 8 LF of 8-inch; and 71 LF of 6-inch PVC reclaimed water main by open cut; connections to existing reclaimed water mains; valves; fittings; pressure testing; and restoration.

S.R. 50 Station 737+37.82 to Station 903+50 Utilities Relocation Project (FDOT JPA) - Ocoee, FL - JPA project for the City of Ocoee that included the design for the installation or relocation of 7,500 LF of water and sewer force mains ranging in size from 4 inches to 12 inches. Included coordination with the FDOT for hanging utilities on a proposed bridge.

South Bluford Avenue Streetscape - Ocoee, FL - Improvements along the corridor include the following elements: 10-12–wide multi-use path, improved pedestrian crossings, roundabouts at the S. Bluford Ave. and Geneva St. and the S. Bluford Ave. and Maine St. intersections, landscape/hardscape improvements, street- and pedestrian-level lighting, and undergrounding overhead utilities. Utility improvements include upgrades to an existing lift station, as well as the replacement of an existing 12" water main along Bluford Ave. The project is continuous; however, there are various funding sources, including general City funds, Fifty West Community Redevelopment Area (CRA) funds, and utility funds.







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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: **09**

21. TITLE AND LOCATION *(City and State)*
Miccosukee Tribe Continuing Services
Miccosukee, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2019	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Miccosukee Tribe	Kevin Donaldson	305-223-8380 ext 2246

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

CPH has been providing services to the Miccosukee Tribe since 2019. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the Tribe include:

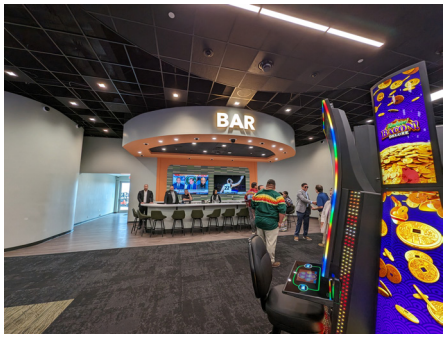
Miccosukee Casino - Miccosukee, FL - An 8,500 SF casino at the Miccosukee Tribe service plaza in the Everglades, located off of exit 49, the only rest stop on I-75's Alligator Alley. The non-smoking casino will offer visitors to the new entertainment space 150 slot machines and a refreshment bar serving beer and wine. For the development of this project, the Tribe has partnered with CPH and Florida-based construction company 2 Brothers Contracting LLC.

Miccosukee Casino and Resort Parking Lot - Expansion of the existing parking field of the Casino and Resort which included survey, bulk grading and fill calculations for a 22 acre parking field expansion. The project required de-mucking, swale retention, and 200,000 cubic yards of fill to bring the parking lot up to grade.

EPA Reporting and Grant Assistance - CPH assisted the Tribe in reviewing existing conditions of water and wastewater treatment at the Miccosukee Service Plaza, and determining cause of non-compliance with EPA regulations. CPH prepared reports and documentation to give recommendations on improvements for bringing the services into compliance. CPH further assisted the Tribe in generating grant documents for Federal Funding for several projects at the Tribe's Water Treatment plant to secure funding to improve resiliency at the plant.

Miccosukee Commercial Zone - CPH is the engineer of record for developing a 6 acre property adjacent to the Tribe's Village that will serve as a main attracting for people visiting Shark Valley. The project consists of survey, site planning, drainage improvements, a package wastewater treatment plant, kayak launch, and 15,000 SF building for commercial/retail use.







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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

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

20. EXAMPLE PROJECT KEY NUMBER: **10**

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

City of Everglades Continuing Services
Everglades, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	*CONSTRUCTION (If applicable)*
Ongoing since 2020	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Everglades	Howie Grimm	239.695.3781

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

CPH has been providing services to the City of Everglades since 2020. The team has provided services that include engineering, landscape architecture, architecture, planning, surveying, environmental science, and construction administration. Some of the most recent projects for the City include:

City of Everglades WWTF - Everglades, FL - The City of Everglades City currently owns and operates a 0.16 MGD wastewater treatment facility (WWTF). The WWTF is out of compliance with FDEP, and a Consent of Final Judgement was issued to the City to completely replace the WWTF. The City has contracted with CPH to complete the design, permit, and certify construction of the new WWTF. The project includes full plant replacement, including primary, secondary, and tertiary treatment. The WWTF will meet advanced wastewater treatment standards and be designed to be resilient for future environmental concerns. Design includes sea level rise analysis and alternative methods of effluent disposal, as well as how to best accommodate wet weather flows from king tides and heavy rainfall.

Concentrate Forcemain - The City's Water Treatment Plant currently utilizes an old corroded pipe for discharge of concentrate from the Water Treatment Plant to the Wastewater Treatment Plant. CPH has completed design and permitting for hydraulic improvements and replacement of 1 mile of 4" forcemain.

WWTP Effluent Discharge - CPH is currently working on finalizing the Preliminary Design Report for improving the resiliency of the newly designed WWTP by implementing deep well injection and dewatering systems. CPH is working with the City to manage a $3 Million grant to use for construction once CPH completes the design and permitting. Schedule for Design completion in 2024, Construction in 2025.

City Liftstation Rehabilitation - CPH is working with the City to manage $4.5 Million in grant funding to design, permit, and construct improvements at all 16 of the City's lift stations. CPH has completed hydraulic modeling of the City's sewer system to assist in the design. CPH is currently 60% complete with design, with the plan of having construction documents completed by June 2024, and start construction by the end of 2024.

City Gravity Sewer Rehabilitation - CPH is working with the City to manage and implement a $2 Million grant for improving the City's gravity sewer system. The City experiences extremely high inflow and infiltration at the wastewater treatment plant. CPH has worked with the City to complete smoke testing throughout the City. CPH is preparing reports and construction documents for the next phase of improvements to include CCTV and slip lining existing clay gravity mains to help reduce inflow and infiltration.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	CPH Consulting, LLC	Miami, FL	Prime

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
Kyle M. Bechtelheimer, P.E.	Client Services Manager			X	X	X				X	X
Ismail Ilker Uzun, AIA, LEED AP BD+C	Architect			X	X	X				X	X
Brandan DeCaro, R.A.	Architect			X	X	X				X	X
Jose M. Ortiz, MCE, P.E.	Structural Engineer	X	X	X	X	X	X	X	X	X	X
Eduardo Aviles, P.E.	Structural Engineer	X	X	X	X	X	X	X	X	X	X
Jason L. James, P.E.	Civil Engineer			X	X	X				X	X
Alanah L. Kovacs, E.I.	Civil Engineer			X	X	X				X	X
Galen Pugh, RLA, AICP	Landscape Architect	X	X	X	X	X	X	X	X	X	X
Danita Bryant, PLA	Landscape Architect	X	X	X	X	X	X	X	X	X	X
Christopher DeWaal, P.E.	M/E/P Process Engineer	X	X	X	X	X	X	X	X	X	X
Thomas J. Galloway, PSM	Surveyor	X	X	X	X	X	X	X	X	X	X
Paul J. Katrek, PSM	Surveyor	X	X	X	X	X	X	X	X	X	X
Kurt R. Luman, Jr., P.E.	Roadway Engineer	X		X			X	X	X		
Joseph M. LoFaso, Jr., P.E.	Roadway Engineer	X		X			X	X	X		
Sandra L. Gorman, P.E.	Traffic Engineer	X	X	X		X	X	X	X		
Amy E. Daly, LEED AP	Environmental Scientist	X	X	X	X	X	X	X	X	X	X
Benjamin M. Fries	Process Designer	X						X			X
Roberto "Robbie" Gonzalez, P.E.	Process Engineer	X						X			X
Mason Gardberg, P.E.	Utilities Engineer	X	X		X	X	X	X	X	X	X
Amanda Martin, E.I.	Utilities Engineer			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 Sanford Continuing Services	6	City of DeLand Continuing Services
2	City of Miramar Continuing Services	7	City of Palm Coast Continuing Services
3	Monroe County Continuing Services	8	City of Ocoee Continuing Services
4	Village of Islamorada Continuing Services	9	Miccosukee Tribe Continuing Services
5	Miami Dade County Continuing Services	10	City of Everglades Continuing Services

H. ADDITIONAL INFORMATION

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 20, 2023

Peter-John Sutch, President/CEO
CPH CONSULTING, LLC cross reference CPH, LLC
500 West Fulton Street
Sanford, Florida 32771

Dear Mr. Sutch:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design
3.2 - Major Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

Group 8 - Survey and Mapping

8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Insp

Group 13 - Planning

13.6 - Land Planning/Engineering

1

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
154.85%	0.528%	Reimbursed	No	5.30%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 31, 2023

Godwin Nnadi, Principal Engineer
NADIC ENGINEERING SERVICES, INCORPORATED
601 North Hart Boulevard
Orlando, Florida 32818

Dear Mr. Nnadi:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Published Fee Schedule
238.51%	0.430%	Excluded	No	6.62%	Yes

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

H. ADDITIONAL INFORMATION

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 8, 2023

Lisa Greene, Vice President
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.3 - Photogrammetric Mapping
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until March 31, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
187.02%^	137.15%	0.424%^	Reimbursed	No	5.17%^	19.02%*	Yes

^Interim Rates
*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

LiDar Fee Schedule Rate

LIDAR Mobile Equipment	$4191 per day

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

H. ADDITIONAL INFORMATION - CONTINUED

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	2/18/2024

33. NAME AND TITLE

Nikhel Jindal, GCC, ASSOC. DBIA, ENV SP | Chief Strategy & Success Officer

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Exhibit "B"

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: *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: CPH Consulting, LLC	3. YEAR ESTABLISHED: 1981
	4. DUNS NUMBER: 058232349
2b. STREET: 1992 SW 1st Street	5. OWNERSHIP
2c. CITY: Miami; 2d. STATE: FL; 2e. ZIP CODE: 33135	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS: No
6a. POINT OF CONTACT NAME AND TITLE: Nikhel Jindal, GCC, ASSOC. DBIA, ENV SP | Chief Strategy & Success Officer	7. NAME OF FIRM *(If block 2a is a branch office)*: CPH Consulting, LLC
6b. TELEPHONE NUMBER: 305.274.4805; 6c. E-MAIL ADDRESS: info@cphcorp.com	
8a. FORMER FIRM NAME(S) *(If any)*: Conklin, Porter & Holmes (1981 - 1998); CPH Engineers, Inc. (1998-2013); CPH, Inc. (2013-2022); CPH Consulting, LLC (2022 - Current)	8b. YR. ESTABLISHED: 1981; 8c. DUNS NUMBER: 058232349

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	73	1
12	Civil Engineer	65	5
15	Construction Inspection	65	2
08	Draftsmen	5	
18	Estimators	4	
39	Landscape Architects	3	
42	Mechanical Engineer	7	
47	Planner	8	
52	Sanitary Engineer	4	1
57	Structural Engineer	3	1
38	Surveyor	9	
60	Transportation Engineer	10	
23	Environmental Engineer	3	
08	Engineering/CADD Techs	45	4
12	Engineering Interns	25	2
02	Network Admin	18	
08	Technical Assistants	22	
24	Environmental Scientists	6	
06	Architects	9	1
	Other Employees	24	
	Total	408	17

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C10	Commercial Building; (low rise); Shopping	6
C15	Construction Management	4
C18	Cost Estimating; Cost Engineering and	3
E09	Environmental Impact Studies, Assessments	5
H07	Highways; Streets; Airfield Paving; Parking	7
L03	Landscape Architecture	4
O01	Office Building; Industrial Parks	4
P06	Planning (Site, Installation and Project)	7
R04	Recreational Facilities (Parks; Marinas; etc.)	3
R06	Rehabilitation (Buildings;Structures;	4
S04	Sewage Collection, Treatment & Disposal	8
W02	Water Resources; Hydrology; Ground Water	6
W03	Water Supply; Treatment and Distribution	6
L02	Land Surveying	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	10
c. Total Work	10

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE: 	32. DATE: 2/18/2024
33. NAME AND TITLE: Nikhel Jindal, GCC, ASSOC. DBIA, ENV SP | Chief Strategy & Success Officer	

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

Monroe County Engineering
1100 Simonton Street, 2-216
Key West, FL 33040
Project Management

March 05, 2019

RE: CPH, Inc. Reference

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. The staff is innovative, professional, reliable, resourceful, and responsive.

CPH provided pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 square foot Monroe County Fire Station on Cudjoe Key. This project included architecture services, site plan review, civil engineering, landscape architecture, FDOT Review and Florida Green Build criteria. The building was designed to meet or exceed Florida Green Building Coalition (FGBC) standards and is currently under construction. The project included providing 3-Dimensional models/animations of the proposed improvements for use during the design and public involvement process.

County officials and staff members have been pleased with the cost, quality, timeliness and responsiveness from the principals and staff members of CPH. Monroe County has a strong commitment to CPH and will continue to rely on the firm as the County continues to grow. We highly recommend CPH for any services you might require.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Mr. Cary Knight,
Director of Project Management
Monroe County, Florida

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

CITY OF SANFORD
PUBLIC WORKS & UTILITIES DEPARTMENT

February 19, 2021

City of Sanford/City Hall
300 North Park Avenue
Sanford, FL 32771-1244

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation for the services they provided in relation to the expansion and upgrade at the City's North Wastewater Treatment Plant. CPH has worked with the City of Sanford since 1958 and has retained the distinction of being the City's consulting utility engineer. The Sanford North WRF generates a high-quality reclaimed water and utilizes a seasonal discharge to Lake Monroe/St. Johns River during periods of wet weather. However, to meet the State of Florida TMDL's for the Sanford segment of the St. Johns River, EPA's Numeric Nutrient Limits and the Wekiva Rule, a "new" Biological Nutrient Removal (BNR) system was required at the Sanford North WRF. The City selected CPH to evaluate the nutrient removal technologies available to meet the low TN (< 3 mg/L) and TP (< 0.6 mg/L) concentrations and recommend a cost-effective, energy-efficient and reliable BNR treatment system to meet these mandated effluent requirements.

The staff provided many innovative solutions to the challenges we faced with the constrained site conditions, and maintenance of plant operations. As a result, CPH's team was able to provide a final design that maximized the use of our existing infrastructure and was constructed to retrofit the existing treatment basins while maintaining plant operations. The overall improvements as a part of this project included: Grit Removal System Modifications, New RAS/WAS Pumping Systems, Conversion of four (4) Treatment Trains to four (4) IFAS BNR Treatment Systems (4-Stage), Secondary Clarifier Modifications, Addition of a new Turbo Blower System (4 units), Fine Bubble Aeration Systems, Medium Bubble Mixing Systems, Internal Mixed Liquor Recycle (IMLR) Pumping, Reaeration Systems, Chemical & Supplemental Carbon Storage, Handling and Feed Facilities, Metering Systems, and Electrical, Controls, Instrumentation & SCADA System Improvements. The facility was designed to meet Advanced Wastewater Treatment (AWT) standards, and is surpassing the City's expectations in nutrient removal.

In addition, CPH recently completed the design and permitting of an innovative Class "A" Biosolids Management System at the facility. The project included a new biosolids solar drying system (greenhouse, biosolids turning device, control system, etc.), a new biosolids dewatering system building, screw press dewatering system and associated equipment, an automated biosolids feed system (screw presses to solar dryer) and associated equipment, a new Class "A" dried biosolids building, an automated dried biosolids discharge system including recessed, and an inclined and horizontal screw conveyor systems (solar dryer to dried biosolids building).

Art Woodruff, Mayor | Sheena Britton, District 1 | Kerry S. Wiggins, Sr., District 2 | Patrick Austin, District 3 | Patty Mahany, District 4 | Norton N. Bonaparte, Jr., City Manager

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The CPH team worked in a highly collaborative environment with the City staff that included administration and plant operations staff. They held multiple workshops through preliminary and final design, working with City staff to value engineer the project and provide highly unique design solutions that helped us meet our goals including providing funding assistance through the Florida Department of Environmental Protection's (FDEP) State Revolving Funds (SRF) program in the amount of $13 Million. We highly recommend CPH for any engineering services you might require.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Bilal Iftikhar, P.E
Public Works Director

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

City of DeLand

"The Athens of Florida"
www.deland.org

1102 South Garfield Avenue
DeLand, FL 32724
Telephone: (386) 626-7196
Fax: (386) 736-5366

February 08, 2017

Re: CPH, Inc. Reference DeLand Park- Parks-Trail

To Whom It May Concern:

The City of DeLand has had the pleasure of working with CPH since 1997. We have relied on their assistance for projects and issues specifically involving FDOT since they have a good working relationship with FDOT staff and excellent knowledge of the rules and requirements of that organization. CPH has provided the City with site/civil engineering, transportation engineering, landscape architecture, utility design, structural/mechanical/electrical/plumbing design, architecture, survey, and construction administration. They have played a key role in the planning, design and construction of our greenway/trail system that meanders throughout the City.

CPH provided complete design and post design services for the Alabama Avenue Greenway Phase I and II. CPH was well qualified to design the trail and was highly responsive whenever the City needed their assistance. The project consisted of a Local Agency Program (LAP) project between the Florida Department of Transportation and the City of DeLand. Phase I included a 1.20 miles, 10' - 12' wide asphalt and concrete trail, from the City's Earl Brown Park to the City's Painters Pond. The design phase required reviewing the trail study prepared for FDOT by another engineering company, and modifying the alignment and trail width to fit within the City's existing rights-of-way. Phase 2 consisted of a 0.70 mile extension of the original 1.20 mile trail, extending through Stetson University. Coordination with the Stetson was handled by CPH to ensure the design met the requirements and needs of the University since it conincided with campus sidewalk network.

We also selected CPH to design the DeLand Greenway, North Extension Part A project. This FDOT LAP project will extend the Alabama Ave Greenway Multi-Use Trail approximately 1.30 miles. CPH was responsible for survey, ROW analysis, design, permitting, and obtaining approval of proposed bid documents from FDOT and Volusia County.

Another important project for the City that CPH recently completed was our Earl Brown Park Improvements. This project included site and stormwater design for the Wayne Sanborn Activity Center replacement project (and related parking), parking lot serving Spec Martin Stadium, parallel parking and traffic calming along Alabama Ave., an amphitheater, basketball courts, restroom/concession building, playground area, and a hardscaped entryway feature.

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The CPH team has provided very professional service and has the overhead to meet budgets and schedules for our projects. They have been dedicated to the City of DeLand and provide very responsive and quality services. We look forward to working with CPH on ongoing projects and other projects in the future.

Should you have any questions, please feel free to contact me.

Sincerely,

Keith D. Riger, PE
Public Services Director

KDR/pm

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

CITY OF ORLANDO

June 3, 2021

City of Orlando
Wastewater Division
5100 L.B. Mcleod Road
Orlando, Fl 32811

To Whom It May Concern:

CPH has worked with the City of Orlando, Water Reclamation Division (WRD), on multiple projects and is currently retained as one of the City's continuing consulting utility engineers. CPH has prepared design plans for main relocations, lift station upgrades, chlorine scale replacement at Conserv II, and other utility related projects. CPH has also worked alongside the City on the challenging I-4 Ultimate project conducting plan and specifications reviews and full-time inspection services. The WRD has found the CPH staff to be innovative, professional, reliable, and responsive and provide a quality service.

I believe that CPH provides excellent engineering services and the WRD has no reservations about having CPH continue to provide engineering services.

Should you have any specific questions about the information above please do not hesitate to contact me.

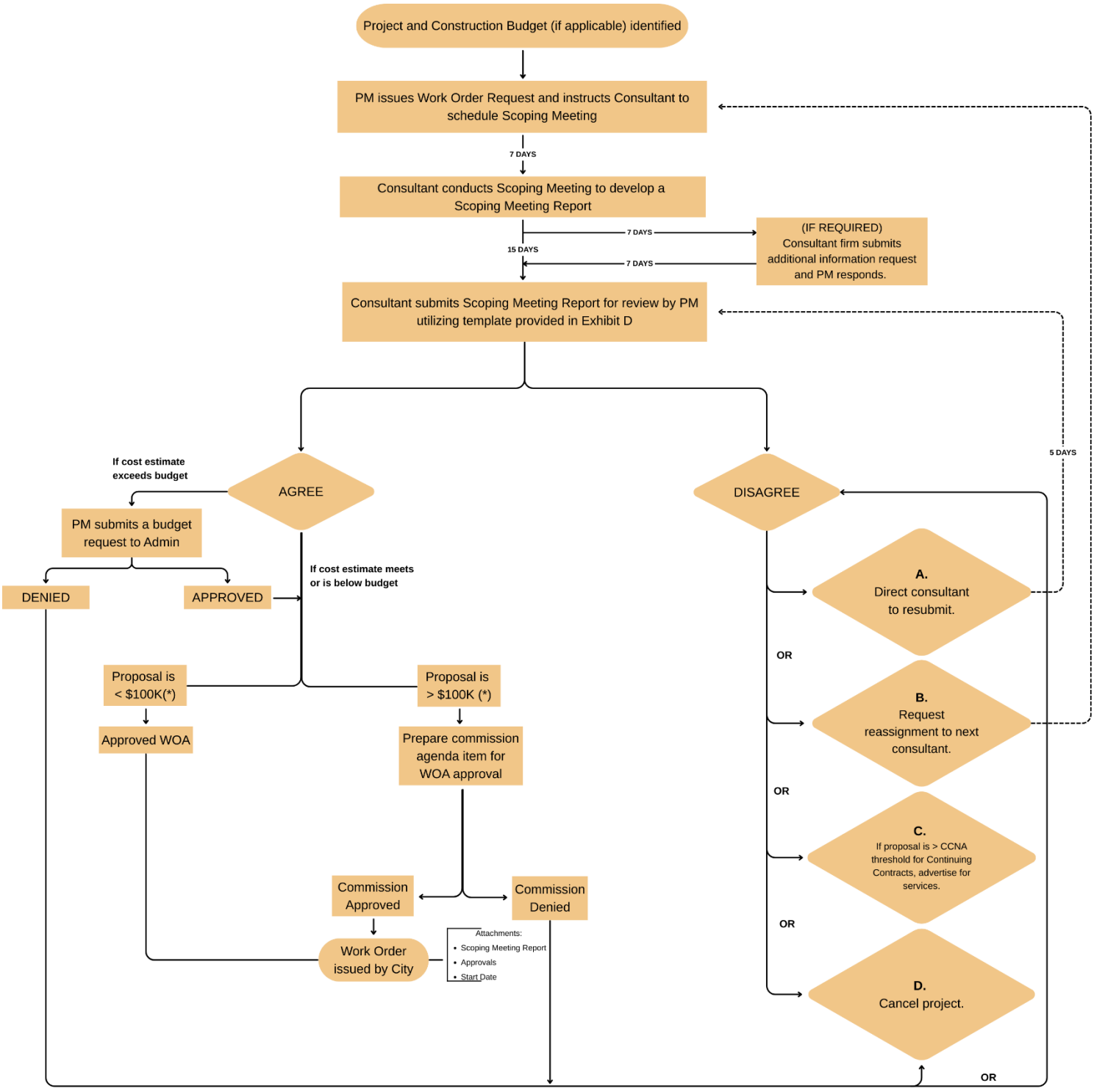
Sincerely,

Chuck Shultz, P.E.
Assistant Division Manager, City of Orlando Water Reclamation Division
407-246-2658
Charles.Shultz@cityoforlando.net

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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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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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EXHIBIT D

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)	
A - General Civil & Env. Eng.	D - Structural Eng.
B - MEP Eng.	H - Hydro-Geological

City of Pembroke Pines Standard Rates
Effective January 1, 2026

Labor Category	Description	UOM	Rates
Principal for Discipline(s) A, D & I: *A - General Civil and Environmental Engineering Services* *D - Structural Engineering Services* *I - FDOT Roadway Engineering Services*	Corporate Officer, Department Head or Practice Manager with PE License	Hour	$ 295.00
Principal for Discipline(s) B: *B - MEP Engineering Services*	Corporate Officer, Department Head or Practice Manager with PE License	Hour	$ 265.00
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
Engineer IV	20+ years experience as a Licensed PE	Hour	$ 250.00
Engineer III	15-20 years experience as a Licensed PE	Hour	$ 225.00
Engineer II	8-14 years experience as a Licensed PE	Hour	$ 200.00
Engineer I	4-8 years experience as a Licensed PE	Hour	$ 175.00
Engineer Intern	Graduate with BS Degree in Engineering with Engineering Intern (EI) Certificate	Hour	$ 145.00
Engineer Assistant	Graduate with BS Degree in Engineering without Engineering Intern (EI) Certificate	Hour	$ 125.00
Engineering CADD III	Engineering CADD Technician with 10+ Years Experience	Hour	$ 130.00
Engineering CADD II	Engineering CADD Technician with 5-9 Years Experience	Hour	$ 120.00
Engineering CADD I	Engineering CADD Technician with 0-4 Years Experience	Hour	$ 110.00
Administrative	Clerical Assistance	Hour	$ 75.00
Environmental/Scientist III	15-20 years experience with a Bachelor's degree in Environmental Science or a related field	Hour	$ 220.00
Environmental/Scientist II	8-14 years experience with a Bachelor's degree in Environmental Science or a related field	Hour	$ 170.00
Environmental/Scientist I	4-8 years experience with a Bachelor's degree in Environmental Science or a related field	Hour	$ 140.00
Professional Geologist III	15-20 years experience as a Licensed Pgeologis (PG)	Hour	$ 180.00
Professional Geologist II	10-15 years experience as a Licensed Geologist (PG)	Hour	$ 160.00
Professional Geologist I	5-10 years experience as a Licensed Geologist (PG)	Hour	$ 140.00
Geologist-in-Training	Graduate with a BS is Geology with Geologist-In-Taining Certificate	Hour	$ 125.00

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
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33025
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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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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 #

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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).

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

- 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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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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City of Pembroke Pines, FL

601 City Center Way
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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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.”

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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.

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

City of Pembroke Pines, FL

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Pembroke Pines, FL
33025
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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: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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

Docusign Envelope ID: 5B656C3C-6439-40D5-A758-C35D33078B22

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-