



City of Pembroke Pines

**THIRD AMENDMENT TO CONTINUING PROFESSIONAL AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
MILLER LEGG & ASSOCIATES, INC.**

THIS AMENDMENT (“Third Amendment”), dated August 19, 2025, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MILLER LEGG & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13680 NW 5th Street, Suite #200, Sunrise, FL 33325** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **August 5, 2020**, the Parties entered into an Agreement (“Original Agreement”) for the provision of land surveying services, for an initial **three (3) year** period, which expired on **August 4, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **June 26, 2023**, the Parties executed the First Amendment to the Original Agreement, to increase the annual compensation from forty thousand dollars and 00/100 cents (\$40,000.00) to eighty thousand dollars and 00/100 cents (\$80,000.00), and to renew the term for an additional **one (1) year** term, which expired on **August 4, 2024**; and,

WHEREAS, on **March 18, 2024**, the Parties executed the Second Amendment to the Original Agreement, as amended, to extend the term for an additional **one (1) year** period, which expired on **August 4, 2025**; and,

WHEREAS CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the City; and,

WHEREAS the Parties desire to extend the term of their contractual relationship for **one hundred and eighty (180) calendar days** pursuant to CITY Code of Ordinances §35.29(C) and to supplement the terms contained therein as set forth in this Third Amendment.



City of Pembroke Pines

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby extended for a **one-hundred-and-eighty (180)** calendar day period, commencing on **August 5, 2025**, and naturally expiring on **February 1, 2026**.

SECTION 3. Scrutinized Companies. 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 may be amended from time to time, 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:

- 3.1 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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 3.2 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:
 - 3.2.1 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
 - 3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

- 4.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "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.

4.1.4 "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.

4.2 **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:

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

4.2.2 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

4.2.3 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.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this



Third Amendment, CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list 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. By executing this Third Amendment, CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, 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 this Third Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. 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.

SECTION 9. Compliance with Foreign Entity Laws. CONSULTANT ("Entity") hereby attests under penalty of perjury the following:

- 9.1 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);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 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);



City of Pembroke Pines

- 9.4 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);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 92.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment 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 Third Amendment.

SECTION 14. This Third Amendment 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 Third Amendment 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.

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



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

A563A1DDEFD5417...

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY:

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:

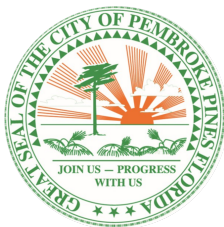
Debra E. Rogers

F8EA9A23A58B417...

DEBRA E. ROGERS, CITY CLERK

August 19, 2025

Signed by:



CONSULTANT:

MILLER LEGG & ASSOCIATES, INC.

Signed by:

Signed By:

Dylan Larson

B1715C3B45BA4BE...

Printed Name: Dylan Larson

Title: Vice President

Date: August 14, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

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

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of 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: August 14, 2025

ENTITY: MILLER LEGG & ASSOCIATES, INC.

SIGNED BY: Signed by:
Dylan Larson
B1715C3B45BA4BE... _____

NAME: Dylan Larson

TITLE: Vice President



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
01/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise FL 33325 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Pacific Insurance Company Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER D: State National Ins Company, Inc.</td> <td>12831</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Pacific Insurance Company Ltd	10046	INSURER D: State National Ins Company, Inc.	12831	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES
CERTIFICATE NUMBER: 570110437865
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		GLO429303601	11/01/2024	11/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		BAP 4293037 - 01	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION		SXS445976201	11/01/2024	11/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	WC429303501	11/01/2024	11/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Architects & Engineers Professional		83OH058521724 Prof/Poll - Claims Made SIR applies per policy terms & conditions	12/15/2024	12/15/2025	Per Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ# PSEN-19-09 Land Surveying Services. The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. The City of Pembroke Pines is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. Should any of the General Liability, Automobile Liability and Workers Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and Workers Compensation

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
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Holder Identifier :

Certificate No : 570110437865

AGENCY CUSTOMER ID: 570000083266
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Miller Legg & Associates, Inc.	
POLICY NUMBER See Certificate Number: 570110437865			
CARRIER See Certificate Number: 570110437865	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Cyber Liability			EHJADN00197005 Claims Made	01/01/2025	03/01/2026	Policy Aggregate	\$1,000,000
							Media Liability -	\$1,000,000



City of Pembroke Pines

**SECOND AMENDMENT TO CONTINUING PROFESSIONAL AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
MILLER LEGG & ASSOCIATES, INC.**

THIS AMENDMENT ("Second Amendment"), dated March 18, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MILLER LEGG & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13680 NW 5th Street, Suite #200, Sunrise, FL 33325** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **August 5, 2020**, the Parties entered into an Agreement ("Original Agreement") for the provision of land surveying services, for an initial **three (3) year** period, which expired on **August 4, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **June 26, 2023**, the Parties executed the First Amendment to the Original Agreement to increase the annual compensation from forty thousand dollars and 00/100 cents (\$40,000.00) to eighty thousand dollars and 00/100 cents (\$80,000.00), and to renew the term for an additional **one (1) year**, which expires on **August 4, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **August 5, 2024**, and naturally expire on **August 4, 2025**, as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



City of Pembroke Pines

correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **August 5, 2024**, and naturally expire on **August 4, 2025**.

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran 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:

3.1 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

3.2 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:

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

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

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

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

4.1.3 "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.

4.1.4 "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.



City of Pembroke Pines

4.2 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:

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

4.2.2 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

4.2.3 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.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.



City of Pembroke Pines

SECTION 9. This Second Amendment 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 Second Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

[Signature] *2/8/24*

Print Name: SANITA E. GORDON
OFFICE OF THE CITY ATTORNEY

BY: *[Signature]*

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham
E858EEE04EEF4F3... March 18, 2024
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:

BY: *Charles F. Dodge* March 18, 2024

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

DS



CONSULTANT:

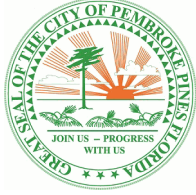
MILLER LEGG & ASSOCIATES, INC.

Signed By: *[Signature]*

Printed Name: Michael D. Kroll, RLA FASLA

Title: President

Type text here



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 24-0176

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/21/2024

Short Title: Contracts Database Report - March 6, 2024

Final Action: 03/06/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) PFM Asset Management, LLC - Investment Management - Renewal

(B) R.J. Behar & Company, Inc. - Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services - Renewal

(C) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

(D) Airgas Specialty Products, Inc. - Anhydrous Ammonia (NH3) - Renewal

(E) Ferguson Enterprises, LLC. - Neptune Commodities and System Maintenance - Renewal

(F) Airgas USA, LLC - Liquid Carbon Dioxide - Renewal

***Agenda Date:** 03/06/2024

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - March 6, 2024, 2. A. PFM Asset Management LLC - Investment Management (AB), 3. B. R.J. Behar & Company - CEI Agreement (all-backup), 4. C. Miller Legg & Associates, Inc. - Land Surveying Services (AB), 5. D. Airgas Specialty-Ammonia (NH3) (Orig-1 AB), 6. E. Ferguson Enterprises - Commodities and System Maintenance (AB), 7. Airgas USA-Liquid CO2 (AB)

Related Files:

1 City Commission 03/06/2024 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Castillo, and Commissioner Good Jr.

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) PFM Asset Management, LLC - Investment Management - Renewal
- (B) R.J. Behar & Company, Inc. - Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services - Renewal
- (C) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal
- (D) Airgas Specialty Products, Inc. - Anhydrous Ammonia (NH3) - Renewal
- (E) Ferguson Enterprises, LLC. - Neptune Commodities and System Maintenance - Renewal
- (F) Airgas USA, LLC - Liquid Carbon Dioxide - Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) PFM Asset Management, LLC - Investment Management - Renewal

1. On May 16th, 2019, the City entered into an Investment Management Agreement with PFM Asset Management LLC for an initial five (5) year period, commencing on June 1st, 2019, and expiring on May 31st, 2024.
2. PFM Asset Management LLC, provides the City with Investment Management Services.
3. On December 3rd, 2021, the Parties entered into the First Amendment to formalize the City Commission's approval of assignment of the agreement to PFM Asset Management LLC, a wholly-owned subsidiary of U.S. Bancorp Asset Management, Inc., in turn a subsidiary of U.S. Bancorp, continuing to operate as a separate entity and registered investment advisor.

Agenda Request Form Continued (24-0176)

4. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional five (5) year terms upon mutual, written consent, evidenced by a written Amendment, and the Agreement provides for a 30-day notice for the City to terminate for convenience.
5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, two (2) year renewal term commencing on June 1st, 2024, and expiring on May 31st, 2029, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Investment management fees are based on tiers based on the investment balance. The current fees are approximately \$98,600 annually. However, fees are dependent on the amount of funds under management and therefore subject to change.
- b) **Amount budgeted for this item in Account No:** Investment management fees are netted against investment income, which is budgeted in account 361300 - Net increase or decrease on investments.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** The City estimates the following fees for the term of the contract.

	CY 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures		\$32,900.00	\$100,900.00	\$103,300.00	\$105,800.00	\$108,400.00	\$74,000.00
Net Cost	\$32,900.00	\$100,900.00	\$103,300.00	\$105,800.00	\$108,400.00	\$74,000.00	

- 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.

(B) R.J. Behar & Company, Inc. - Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services - Renewal

1. On August 13th, 2020, the City entered into an Agreement with R.J. Behar & Company, Inc. for an initial three (3) year period which expired on August 12th, 2023.
2. The City contracts R.J. Behar & Company, Inc. to provide Civil Engineering, Development Review (DRC), engineering permit review and inspection related services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement,

Agenda Request Form Continued (24-0176)

in writing by the parties, for two (2) additional, one (1) year renewal terms.

4. On June 14th, 2023, the Parties entered into the First Amendment for the first, one (1) year renewal term, extending the term to August 12th, 2024.
5. The City is currently performing a large number of street resurfacing projects, anticipated to continue for the next few years, consequently requiring an increase in annual funding for this agreement from an annual amount not to exceed of \$85,000 to an annual amount not to exceed of \$170,000.
6. The Engineering Department recommends that the City Commission approve this Second Amendment to increase the compensation and to enter into the second, and final, one (1) year renewal term commencing on August 13th, 2024, and expiring on August 12th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Amendment and Renewal Cost:** \$255,000 (additional \$85,000 for current period for an amount not to exceed of \$170,000 plus \$170,000 for the renewal period).
- b) **Amount budgeted for this item in Account No:**
100-514-6002-531100-0000-000-0000 (Professional Svc - Engineering)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	Current Period (8/2023-8/2024)	Renewal Period (8/2024-8/2025)
Revenues	\$0.00	\$0.00
Expenditures	add'l \$85,000.00	\$170,000.00
Net Cost	add'l \$85,000.00	\$170,000.00

- 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

(C) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for the provision of land surveying services, for an initial three (3) year period, which expired on August 4, 2023.

Agenda Request Form Continued (24-0176)

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On June 26, 2023, the City executed the First Amendment to the Original Agreement to increase the annual compensation from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period, which expires on August 4, 2024.
4. The Engineering Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on August 5, 2024, and naturally expire on August 4, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$80,000 Per Year
- b) **Amount budgeted for this item in Account No:**
100-541-6002-531100-0000-000-0000
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year contract projection of the operational cost of the consultant services:**

	Yr. 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$13,333.33	\$66,666.66
Net Cost	\$13,333.33	\$66,666.66

- 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

(D) **Airgas Specialty Products, Inc.-Anhydrous Ammonia (NH3)-Renewal**

1. On April 28, 2023, the City entered into an Agreement with Airgas Specialty Products, Inc. for an initial one (1) year period, which will naturally expire on April 27, 2024.
2. Airgas Specialty Products, Inc. provides Anhydrous Ammonia (NH3) with bulk tank equipment and tank maintenance to the CITY's Water Treatment Plant on an as-needed basis.

3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing April 28, 2024 and expiring April 27, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$52,100.00 (30,000 estimated gallons * \$1.38 + \$75/month rental fees + \$9,800.00 for equipment removal if the contract expires or is cancelled)
- b) **Amount budgeted for this item in Account No:**
\$41,400 is available in Account no. 471-533-6031-552430-0000-000-0000- (Operating chemicals)
\$10,700 is available in Account no. 471-533-6031-544200-0000-000-0000- (Rental)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$17,625.00	\$34,475.00
Net Cost	\$17,625.00	\$34,475.00

- 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

(E) Ferguson Enterprises, LLC. - Neptune Commodities and System Maintenance - Renewal

1. On April 7, 2021, the City entered into an Agreement with Sunstate Meter and Supply, Inc. for the provision of Neptune water meters, accessories and related system software and system maintenance services for an initial three (3) year period, which expires on April 6, 2024.
2. On January 12, 2022, the City entered into an Assignment, Assumption, and Consent Agreement, in which Sunstate Meter and Supply, Inc., assigned and transferred all obligations, duties and liabilities to Ferguson Enterprises, LLC.

Agenda Request Form Continued (24-0176)

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. As part of the City's function sourcing contractor agreement, Jacobs personnel replaces at least 2,000 water meters every year.

5. Neptune ship dates range from five to ten months out from the order date. Various orders placed in the last term were not received until this term. Water meter replacement and installation throughout the City continues daily as needed. Additional water meters are needed outside of the orders already made and received this year.

6. An increase in the total compensation for Year 3 (4/7/2023-4/6/2024) is needed of \$135,191.15 due to a final order made to satisfy the need for water meter replacements and to utilize the meter rates expiring soon.

7. The contractual balance remaining is \$40,753.75. Below is a breakdown of the items needed prior to the expiration of the current term:

	Qty	Unit Price	Total
5/8 x 3/4 R900 Water Meters	582	\$ 180.00	\$ 104,760.00
6 Ft. Antenna Assembly	582	\$ 16.75	\$ 9,748.50
Neptune 360 Software Maintenance	45000	\$ 0.82	\$ 36,900.00
Belt Clip Annual Entitlement Fee	14	\$ 561.60	\$ 7,862.40
MRX Annual Entitlement Fee	7	\$ 2,382.00	\$ 16,674.00
			\$ 175,944.90
Contractual Balance Remaining			\$ 40,753.75
Additional Amount Not to Exceed			\$ 135,191.15

8. The current agreement allows for a CPI increase of up to 3%; however, the Utilities Department recommends that the City accepts the manufacturer's rate increase based on Ferguson Enterprises being the Sole Source provider of Neptune water meters and parts. In addition, it should be noted that the original price remained fixed for the initial 3 year period.

9. The Utilities Department recommends that the City Commission approve this First Amendment to increase the annual amount by \$135,191.15 for a total annual amount of \$879,651.15 for the current term which shall expire on April 6, 2024. Furthermore, the Utilities Department recommends for the City Commission to approve the renewal of the Agreement for an additional one (1) year period, which shall commence on April 7, 2024, and naturally expire on April 6, 2025, and the increase of the annual amount to \$1,314,709.40 for the aforementioned renewal period.

FINANCIAL IMPACT DETAIL:

a) Amendment and Renewal Cost: \$1,449,900.55 (Additional \$135,191.15 for the

Agenda Request Form Continued (24-0176)

current period which will expire on April 6, 2024, for an amount not to exceed \$879,651.15, plus \$1,314,709.40 for the new period which shall commence on April 7, 2024, and expiring on April 6, 2025.)

b) Amount budgeted for this item in Account No:

471-533-6032-552651-0000-000-0000- (Non-capital Meters)

c) Source of funding for difference, if not fully budgeted:

d) 2-year projection of the operational cost of the project:

	Current Year (expiring 04/06/24)	Year 2 (04/07/24-04/07/25)
Revenues	\$.00	\$.00
Expenditures	\$135,191.15	\$1,314,709.40
Net Cost	\$135,191.15	\$1,314,709.40

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.

(F) Airgas USA, LLC-Liquid Carbon Dioxide-Renewal

1. On April 4, 2023, the City Commission approved the Agreement with Airgas USA, LLC. retroactive to March 15, 2023 (effective date of the CO-OP contract) for an initial one (1) year period, which shall naturally expire on March 14, 2024.
2. Airgas USA, LLC. provides carbon dioxide on an as-needed basis utilizing the pricing established by the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) ITB# T-11-23.
3. The City of Pompano Beach, as lead agency for the Southeast Florida Governmental Purchasing Cooperative (Co-Op), issued Invitation for Bid (IFB) #T-11-23 for Carbon Dioxide and, on February 28, 2023, awarded a one (1) year contract with Airgas USA, LLC., who was the sole bidder. The contract provides for two (2) one (1) year renewal options .
4. The City of Pompano Beach and Airgas USA, LLC. renewed their agreement for an additional one (1) year period, which shall expire on February 28, 2025.
5. Utilities Department recommends City Commission to approve the rate increase from \$0.225/lb. or \$450/tn. to \$0.265/lb or \$530/tn. and the continued purchase of carbon dioxide for an additional one (1) year period, which shall naturally expire on February 28, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$387,680 (\$530 x 730 Tons)+(\$65 x 12 months)
- b) **Amount budgeted for this item in Account No:** \$65,000 in Account No. 471-533-6031-552430-0000-000-0000- (Operating Chemicals) and \$65,411.32 is encumbered on PO# 20240276
\$780 in Account No. 471-533-6031-544200-0000-000-0000- (Rental)
- c) **Source of funding for difference, if not fully budgeted:** \$78,802 is available in Account no. 471-535-6022-552430-0000-000-0000- (Operating Chemicals). A budget adjustment will be requested if the funds are needed.
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$209,993.32	\$177,686.65
Net Cost	\$209,993.32	\$177,686.65

- 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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110 INSURED Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise, FL 33325	1-314-721-5100 CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B: AMERICAN GUAR & LIAB INS</td> <td>26247</td> </tr> <tr> <td>INSURER C: TRAVELERS CAS & SURETY CO OF AMER</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMER INS CO	16535	INSURER B: AMERICAN GUAR & LIAB INS	26247	INSURER C: TRAVELERS CAS & SURETY CO OF AMER	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 69982709
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X		GL04293036	11/01/23	11/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		BAP4293037	11/01/23	11/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X		SXS4459762	11/01/23	11/01/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC4293035	11/01/23	11/01/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			107222698	02/21/23	02/21/24	Per Claim/Agg \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. The City of Pembroke Pines is included as Additional Insured as respects the General Liability, Automobile Liability and Umbrella Liability as respects to work performed by the Named Insured as required by written contract. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. A waiver of subrogation is shown in favor of the certificate holder on all policies as required by written contract. RE: RFQ# PSEN-19-09 Land Surveying Services

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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City of Pembroke Pines

**FIRST AMENDMENT TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
MILLER LEGG & ASSOCIATES, INC.**

THIS AMENDMENT ("First Amendment"), dated June 26, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MILLER LEGG & ASSOCIATES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **5747 North Andrews Way, Fort Lauderdale, FL 33309**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 5, 2020**, the Parties entered into an Agreement ("Original Agreement") for the provision of land surveying services, for an initial **three (3) year** period, which expires on **August 4, 2023**; and,

WHEREAS the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to increase the annual compensation from forty thousand dollars and 00/100 cents (\$40,000.00) to eighty thousand dollars and 00/100 cents (\$80,000.00) as the CITY expects a significant increase in projects which will require the CONSULTANT's services; and,

WHEREAS, the Parties further desire to renew the term thereof for an additional **one (1) year** period which shall commence on **August 5, 2023** and naturally expire on **August 4, 2024** as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



City of Pembroke Pines

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement is hereby renewed for an additional **one (1) year** period which shall commence on **August 5, 2023** and naturally expire on **August 4, 2024**.

SECTION 4. Section 4.1 of the Original Agreement is hereby revised and amended as set fort below:

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The total amount of compensation to be provided herein shall not exceed an annual amount of ~~FOURTY-THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00)~~ **EIGHTY THOUSAND DOLLARS AND 00/100 CENTS (\$80,000.00)**.

SECTION 5. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 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

5.2 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:

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. 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.



6.1 **Definitions for this Section.**

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

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

6.1.3 “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.

6.1.4 “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.

6.2 **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:

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

6.2.2 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

6.2.3 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.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and



City of Pembroke Pines

provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

SECTION 11. This First Amendment 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 First Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Samuel S. Gould 6/8/23

Print Name: Samuel S. Gould
OFFICE OF THE CITY ATTORNEY

BY: *Frank C. Ortis*

MAYOR FRANK C. ORTIS

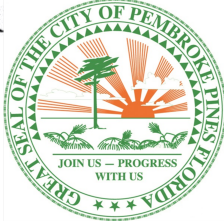
ATTEST:

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Martene D. Graham DS

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MAR



June 26, 2023

M, CITY CLERK

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BY: *Charles F. Dodge*

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June 26, 2023

CHARLES F. DODGE, CITY MANAGER

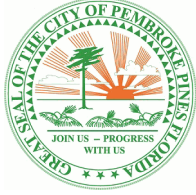
CONSULTANT:

MILLER LEGG & ASSOCIATES, INC.

Signed By: *Michael D. Kroll*

Printed Name: Michael D. Kroll, RLA FASLA

Title: President



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 21.

File ID: 23-0053

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 21, 2023

Final Action: 06/21/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for
Pines Point and Pines Place - Renewal

(B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

(C) Imagine Learning LLC - Student Online Services-Renewal

(D) Lexipol LLC-Law Enforcement Wellness App-Renewal

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department -
Renewal

(F) Choices for Life, Inc.-Commercial Lease-Renewal

(G) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services
- Renewal

(I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal

(J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid-
CO-OP Renewal

**ITEMS (K) AND (L) ARE NOT BEING RENEWED, THEREFORE, NO
COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR
NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F)
OF THE CITY'S PROCUREMENT CODE:**

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting

Agenda Request Form Continued (23-0053)**Systems - Non-Renewal**

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement -
Non-renewal

***Agenda Date:** 06/21/2023

Agenda Number: 21.

Internal Notes:

Attachments: 1. Contracts Database Report - June 21st, 2023, 2. A. Comcast Cable Pines Point 2012 (all-backup), 3. A. Comcast Cable Pines Place 2012 (all-backup), 4. B. Miller Legg & Associates - Land Surveying Services PSEN-19-09 (AB), 5. C. Imagine Learning-Online Services for Charter Schools (ABD), 6. D. Lexipol MSA (AB), 7. E. Safeguard Services Inc Agreement - Janitorial Services (PD-21-01)(all backup), 8. F. Choices for Life, Inc. - Commercial Lease Agreement (AB), 9. G. Miami Art Services LLC - Art Installation Services (AB), 10. H. Bellsouth Telecommunications LLC dba AT&T Southeast - PRI Agreement (all-backup), 11. I. Ferguson Enterprises - Utilities Fittings and Accesories (AB), 12. J. Hawkins Hydrofluosilicic CO-OP (ABD-2), 13. K. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (ABD), 14. L. Allied Universal - CO-OP Sodium Hypochlorite (AB)

1	City Commission	06/21/2023	approve	Pass
	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		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

(B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

(C) Imagine Learning LLC - Student Online Services-Renewal

(D) Lexipol LLC-Law Enforcement Wellness App-Renewal

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

(F) Choices for Life, Inc.-Commercial Lease-Renewal

(G) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal

(I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal

(J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid- CO-OP Renewal

ITEMS (K) AND (L) ARE NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of South Florida II, Inc., each for an initial five (5) year period, which expired on December 14, 2017.
2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.
3. Section 9 of each of the Original Agreements authorizes additional, automatic, two (2) year renewal terms.
4. On December 15, 2017, 2019, and 2021 the services were automatically renewed, each time for an additional two (2) year period, extending the terms of both Agreements to

Agenda Request Form Continued (23-0053)

December 14, 2023.

5. The Community Services Department recommends that the City Commission approve the automatic continuation of these services for an additional two (2) year renewal term, commencing on December 15, 2023, and expiring on December 14, 2025, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$653,821.00 (for Pines Point & Pines Place)
b) Amount budgeted for this item in Account No: Cables Fees: Pines Point Account # 001-554-8002-541225-0000-000-0000 and Pines Place Account # 001-554-8002-541225-0000-000-0000-00603
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 2-year projection of the operational cost of the project:

Pines Point:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$50,150.00	\$51,654.00	\$54,237.00
Net Cost	\$50,150.00	\$51,654.00	\$54,237.00

Pines Place:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$157,900.00	\$165,795.00	\$174,085.00
Net Cost	\$157,900.00	\$165,795.00	\$174,085.00

Total:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$208,050.00	\$217,449.00	\$228,322.00
Net Cost	\$208,050.00	\$217,449.00	\$228,322.00

- 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.

(B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

Agenda Request Form Continued (23-0053)

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for an initial three (3) year period, which expires on August 4, 2023.
2. Miller Legg & Associates, Inc. provides the City with land surveying services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The City expects a significant increase in projects which will require the Consultant's services; therefore, the City is requesting an increase in compensation from \$40,000 to \$80,000.
5. The Engineering Department recommends that the City Commission approve this First Amendment to increase the annual compensation amount from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period which shall commence on August 5, 2023, and naturally expire on August 4, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$80,000.00
- b) **Amount budgeted for this item in Account No:** 001-519-6006-531100-0000-000-0000
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$13,333.33	\$66,666.67
Net Cost	\$13,333.33	\$66,666.67

- 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

(C) Imagine Learning LLC - Student Online Services - Renewal

Agenda Request Form Continued (23-0053)

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved the renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. On June 15, 2022, the City Commission approved the renewal of the Original Agreement, as amended, for a one (1) year period which will naturally expire on July 31, 2023.
7. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this Third renewal for a one (1) year renewal term which shall commence on August 1, 2023 and naturally expire on July 31, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$62,900.00

b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2023-2024 Proposed Charter School Budget within the following budgetary accounts:

<u>West Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>
<u>Central Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00554</u>	<u>\$18,700.00</u>
<u>Central Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00554</u>	<u>\$1,166.67</u>
<u>Academic Village</u>	<u>Non-capital Software & License</u>	<u>172-569-5053-552652-5103-369-0000-</u>	<u>\$22,000.00</u>
<u>Academic Village</u>	<u>Professional & Tech Services</u>	<u>172-569-5053-531310-6400-310-0000-</u>	<u>\$1,166.66</u>
		<u>Total</u>	<u>\$62,900.00</u>

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 1 year projection of the operational cost of the project:

	FY 2023-24
Revenues	\$.00

Agenda Request Form Continued (23-0053)

Expenditures	\$62,900.00
Net Cost	\$62,900.00

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.

(D) Lexipol LLC - Law Enforcement Wellness App - Renewal

1. On June 15, 2022, the City commission approved to enter into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which shall naturally expire on July 11, 2023.

2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.

3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

4. The Police Department recommends extending the term of the Original Agreement for a one (1) year period which shall commence on July 12, 2023 and shall naturally expire on July 11, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$35,000

b) Amount budgeted for this item in Account No: Funds are available in account 122-521-3023-534995-0000-000-0000- Other Svc - IT

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1 year projection of the operational cost of the project Not Applicable

	Current FY
Revenues	\$.00
Expenditures	\$35,000.00
Net Cost	\$35,000.00

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (23-0053)

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

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

1. On June 12, 2021, the City entered into an agreement with Safeguard Services, Inc. for an initial two (2) year period, which will expire on June 1, 2023.
2. The City contracts Safeguard Services, Inc. to provide janitorial services at various buildings for the Police Department.
3. Section 5.1 of the Original Agreement authorizes changes to the scope of work of the Original Agreement, evidenced by a written amendment, and on December 29, 2021, the Parties executed the First Amendment, to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly. The changes resulted in an increase in annual compensation from \$110,000 to \$112,256.88.
4. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for an additional, two (2) year term upon mutual consent, evidenced by a written amendment.
5. On May 24, 2023, the Parties executed the Second Amendment, to extend the term for 29 days up to June 30, 2023, to allow time for the parties to agree on an applicable increase in the compensation.
6. Due to mandated increases in the Florida minimum wage and the increase in the Consumer Price Index ("CPI"), as well as additional economic pressures, the contractor is requesting a nine percent (9%) increase in compensation. The Police Department and Contractor have agreed that the City will provide the Janitorial Supplies for the renewal term. These changes will result in a reduction of the total annual compensation from \$112,256.88 to \$104,911.80.
7. The Police Department recommends that the City Commission approve this Third Amendment authorizing the 9% increased compensation rate, with the City providing the janitorial supplies, for an additional, two (2) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0053)

a) Renewal Cost: \$209,823.60 (\$26,227.95 for the remainder of the fiscal year. (7/1/2023 - 9/30/2023))

b) Amount budgeted for this item in Account No: Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3-year projection of the operational cost of the project

	Current FY	Year 2	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$26,227.95	\$104,911.80	\$78,683.85
Net Cost	\$26,227.95	\$104,911.80	\$78,683.85

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? No.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(F) Choices for Life, Inc. - Commercial Lease - Renewal

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.

5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.

6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023 and naturally expire on November 1, 2024.

Agenda Request Form Continued (23-0053)

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2 year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

- 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.

(G) Miami Art Services - Art Installation at the Frank Gallery - Renewal

- On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.
- Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
- Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
- The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two-year period

Agenda Request Form Continued (23-0053)

b) Amount budgeted for this item in Account No:

001-573-7010-534990-0000-000-0000-00350

c) Source of funding for difference, if not fully budgeted: Not Applicable**d) 2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

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**(H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal**

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and authorizes the renewal of existing circuits for successive twelve-month terms.
4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2023.
5. The Technology Services Department recommends that the City Commission approve this Renewal Agreement for an additional twelve (12) month renewal term commencing on August 1st, 2023 and expiring on July 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0053)

a) Renewal Cost: \$44,824.80**b) Amount budgeted for this item in Account No:**

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

c) Source of funding for difference, if not fully budgeted: Not Applicable**d) 2-year projection of the operational cost of the project**

This agreement is for a one-year period commencing August 1, 2023. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 1, 2023 to September 30, 2024 for City department budgets and August 1, 2023 to June 30, 2024 for Charter School's budget.

541370 (Communications):

	Current School FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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**(I) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal**

1. On December 14, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF which shall expire on July 15, 2023.

Agenda Request Form Continued (23-0053)

2. Ferguson Enterprises, LLC provides utilities fitting and accessories on an as needed basis for purchase of inventory parts for its Environmental Services Water and Wastewater Division.
3. Section 4.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on July 16, 2023 and shall naturally expire on July 15, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$350,000.00
- b) **Amount budgeted for this item in Account No:**
471-535-6021-546150-0000-000-0000- & 471-533-6032-546150-0000-000-0000-
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$87,500.00	\$262,500.00
Net Cost	\$87,500.00	\$262,500.00

- 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?**

(J) Hawkins Water Treatment Group, Inc - Purchase of Hydrofluosilicic Acid - CO - OP Renewal

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.

2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water

Agenda Request Form Continued (23-0053)

Treatment Plant and the City's Wastewater Treatment Plant.

3. The Term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.
4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2 year term which will expire on August 18, 2023.
5. The CO-OP has extended Term of their agreement with Hawkins Water Treatment Group, Inc. for an additional 2 year terms which will expire on August 18, 2025.
6. The Utilities Department recommends that the City Commission approve the continuation of purchasing of Hydrofluosilicic Acid on as needed basis for an additional two (2) year term which shall expire on August 18, 2025 utilizing the CO-OP Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$104,400.00 (12,000 gallons annual estimated usage x \$4.35/gallon)
- b) **Amount budgeted for this item in Account No:**
471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$8,700.00	\$52,200.00	\$43,500.00
Net Cost	\$8,700.00	\$52,200.00	\$43,500.00

- 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?**

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, which naturally expired on April 30, 2019.

Agenda Request Form Continued (23-0053)

2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.

3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.

4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, which naturally expired on April 30, 2020.

5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.

6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof which naturally expired on September 30, 2022.

7. On August 8, 2022, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual amount from \$41,086.36 to \$42,654.68, and to extend the term thereof for a one (1) year period which will naturally expire on September 30, 2023.

8. There are no further renewals and the Department will start a new Procurement process for the services.

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

1. On October 6, 2021, the City Commission approved the purchase of sodium hypochlorite 12.5% from Allied Universal Corp. for an initial period, which expires on August 31, 2023.

2. Allied Universal Corp. provides the City's Water Treatment Plant and the Wastewater Treatment Plant with sodium hypochlorite 12.5% on an as needed basis.

3. The Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms.

4. The Utilities Department has confirmed that the City of Fort Lauderdale, as the lead agency, has not renewed the CO-OP agreement with Allied Universal Corp, and that a new procurement process has been started to secure this service.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110 INSURED Miller Legg & Associates, Inc. 5747 N. Andrews Way Fort Lauderdale, FL 33309	1-314-721-5100 CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CONTINENTAL INS CO</td> <td>35289</td> </tr> <tr> <td>INSURER B: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER C: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER D: TRAVELERS CAS & SURETY CO OF AMER</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL INS CO	35289	INSURER B: VALLEY FORGE INS CO	20508	INSURER C: CONTINENTAL CAS CO	20443	INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 68935141
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X		7034490047	11/01/22	11/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		7034490033	11/01/22	11/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X		7034490050	11/01/22	11/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	7034490016	11/01/22	11/01/23	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			107222698	02/21/23	02/21/24	Per Claim/Agg \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. The City of Pembroke Pines is included as Additional Insured as respects the General Liability, Automobile Liability and Umbrella Liability as respects to work performed by the Named Insured as required by written contract. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. A waiver of subrogation is shown in favor of the certificate holder on all policies as required by written contract. RE: RFQ# PSEN-19-09 Land Surveying Services

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 5th day of August, 2020 by and between:

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

and

MILLER LEGG & ASSOCIATES, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5747 N. ANDREWS WAY, FORT LAUDERDALE, FL 33309** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties".

WITNESSETH:

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 **October 22, 2019**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide land surveying services as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

RFQ # PSEN-19-09

Land Surveying Services

1.2 On **November 12, 2019**, the bids were opened at the offices of the City Clerk.

1.3 On **April 15, 2020**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the



CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.

1.4 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. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit "A"**, and by reference made a part hereof.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 The CITY may request from CONSULTANT from time to time, on an as needed basis, land surveying services as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof. 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 may, in its sole discretion, issue a work order authorizing CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof.

2.2 The scope of work set forth in **Exhibit "A"**, 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 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 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.

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

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.

ARTICLE 3

TERM FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in each written request. 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 CONSULTANTS' services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be **three (3) years**. This Agreement may be renewed in writing by the Parties hereto for two (2) additional one (1) year terms.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing work orders for convenience after they have been accepted by CONSULTANT pursuant to the terms of 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.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT



4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The total amount of compensation to be provided herein shall not exceed an annual amount of **FOURTY-THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00)**.

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, 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) 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.

4.4 Payment will be made to CONSULTANT at:

Miller Legg & Associates, Inc.
5747 N. Andrews Way,
Fort Lauderdale, FL 33309

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope, as described in **Exhibit "A"**, to be provided under this Agreement, subject to the requirements set forth in Section 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, in a signed work order, or an amendment executed by the Parties hereto with the same formality and equal dignity herewith.

ARTICLE 6



INDEMNIFICATION

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

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. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 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 parties responsibility to indemnify.

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

ARTICLE 7 **INSURANCE**

7.1 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.

7.2 CONSULTANT 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 CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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) 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.

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) 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

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

- ✓ ☐ 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 along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

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 \$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

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- ✓ ☐ 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.

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.

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.



- ☐ * 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.

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.

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) 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.

7.9 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.

7.10 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, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 12

GOVERNING LAW AND VENUE

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

ARTICLE 13

SIGNATORY AUTHORITY

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

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

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

14.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty **FIVE HUNDRED DOLLARS (\$500.00)** for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.



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

14.4 **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:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 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 Public Services Director relative thereto.

14.4.3 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.

14.4.4 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.

14.4.5 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.

14.5 **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.



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

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

14.5.3 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.

14.5.4 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) 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.

ARTICLE 16

DISPUTE RESOLUTION

16.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 Operations During Dispute.

16.2.1 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.

16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further 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.

16.2.3 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 (14) calendar days of the receipt by CONSULTANT of such notice from 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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
MISCELLANEOUS**

18.1 **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.

18.2 **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.

18.3 **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.

18.4 **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.

18.5 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.

18.6 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
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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

CONSULTANT: Michael Kroll, Principal-In-Charge
Miller Legg & Associates, Inc.
5747 N. Andrews Way
Fort Lauderdale, FL 33309
(954)-436-700
MKroll@MillerLegg.com

18.7 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.



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

18.9 **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.

18.10 **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.

18.11 **Extent of Agreement.** 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.

18.12 **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.

18.13 **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.

18.14 **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.

18.15 **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.

18.16 **Compliance with Statutes.** It shall be 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.

18.17 **Scrutinized Companies.** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for,



or enter into or renew a contract with any agency or local governmental entity for goods or services if:

18.17.1 Any amount of, 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

18.17.2 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:

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

18.17.2.2 Is engaged in business operations in Syria.

18.18 **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.

18.19 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.

18.20 **Domestic Partnership.** 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 CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, 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.

18.20.1 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.

18.20.2 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.

18.20.3 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) 954-392-292 or drotstein@ppines.com. 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".

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

CITY:



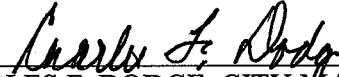
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:



MARLENE D. GRAHAM, CITY CLERK

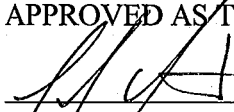
By:



CHARLES F. DODGE, CITY MANAGER

8/13/2020

APPROVED AS TO FORM:



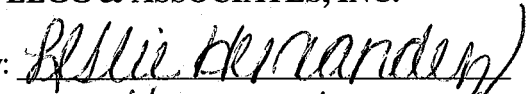
Name: Jacob H. Hertz

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

MILLER LEGG & ASSOCIATES, INC.

Signed By:



Name:

Leslie Hernandez

Title:

CFO/Treasurer





Land Surveying Services

Request for Qualifications # PSEN-19-09

General Information		
Project Cost Estimate	Time and Budget Requirements	See Section 1.5 / Tab 5
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Mandatory / Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	November 4, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on November 12, 2019	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.2 PURPOSE.....	5
1.3 SCOPE OF WORK.....	6
1.4 TERM OF CONTRACT.....	7
1.5 PROPOSAL REQUIREMENTS	7
Title Page:	7
Tab 1 – Letter of Interest:	7
Tab 2 – Standard Form 330 (Parts I and II).....	8
Tab 3 – Certified Minority Business Enterprise	8
Tab 4 - Firm’s Understanding and Approach to the Work:	8
Tab 5 - Willingness to meet time and budget requirements:	8
Tab 6 - Recent, current, and projected workloads of the firms:	9
Tab 7 – Other Completed Documents	9
Tab 8 – Professional Registration Certificates:	10
Tab 9 - Additional Information:.....	10
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS	10
1.6.1 Vendor Information Form.....	11
1.6.2 Form W-9 (Rev. October 2018).....	11
1.6.3 Sworn Statement on Public Entity Crimes Form.....	11
1.6.4 Local Vendor Preference Certification	11
1.6.5 Local Business Tax Receipts	11
1.6.6 Veteran Owned Small Business Preference Certification	11
1.6.7 Equal Benefits Certification Form	12
1.6.8 Vendor Drug-Free Workplace Certification Form	12
1.6.9 Scrutinized Company Certification.....	12
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	12
1.7.1 QUALIFYING & SELECTING FIRMS	12
1.7.2 COMPETITIVE NEGOTIATION.....	14
1.7.3 PROHIBITION AGAINST CONTINGENT FEES	15



1.8	TENTATIVE SCHEDULE OF EVENTS	15
1.9	SUBMISSION REQUIREMENTS	16
SECTION 2 - INSURANCE REQUIREMENTS		17
2.1	REQUIRED INSURANCE	18
2.2	REQUIRED ENDORSEMENTS	19
SECTION 3 - GENERAL TERMS & CONDITIONS.....		21
3.1	EXAMINATION OF CONTRACT DOCUMENTS	21
3.2	CONFLICT OF INSTRUCTIONS	21
3.3	ADDENDA or ADDENDUM	21
3.4	INTERPRETATIONS AND QUESTIONS	21
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	21
3.6	WARRANTIES FOR USAGE	22
3.7	BRAND NAMES.....	22
3.8	QUALITY.....	22
3.9	SAMPLES.....	22
3.10	DEVELOPMENT COSTS	22
3.11	PRICING.....	22
3.12	DELIVERY POINT	22
3.13	TAX EXEMPT STATUS	22
3.14	CONTRACT TIME	23
3.15	COPYRIGHT OR PATENT RIGHTS	23
3.16	PUBLIC ENTITY CRIMES	23
3.17	CONFLICT OF INTEREST	23
3.18	FACILITIES	23
3.19	ENVIRONMENTAL REGULATIONS	23
3.20	SIGNATURE REQUIRED.....	24
3.21	MANUFACTURER’S CERTIFICATION.....	24
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	24
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	24
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	25
3.25	BID PROTEST	25
3.26	INDEMNIFICATION.....	25



3.27 DEFAULT PROVISION 26

3.28 ACCEPTANCE OF MATERIAL..... 26

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT 26

3.30 SCRUTINIZED COMPANIES LIST 26

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL
 SUBMITTALS 27

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Completed Qualification Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract (**Continuing Contract - CCNA**)
- Attachment F: References Form
- Attachment G: Standard Form 330



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 # PSEN-19-09 “Land Surveying Services”

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

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office 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 “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync 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, November 12, 2019. Proposals must be submitted electronically at www.BidSync.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.

1.2 PURPOSE

The City of Pembroke Pines is seeking qualification statements from qualified firms, to serve in the capacity of Land Surveyors, 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).

The City of Pembroke Pines requires land surveys from time to time. Requests for surveys may be from multiple departments within the City.



Due to the nature of this work, consistency is desired by the City. The City intends to enter into a “continuing contract”, as defined by Florida Statute 287.055(2)(g), with one firm which can be used on an as needed basis.

No minimum amount of professional services or compensation will be assured to the firm that is awarded and the City shall preserve its option to retain other professional service firms or to perform work “in-house” for any particular project or assignment at its sole discretion.

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

1.3 SCOPE OF WORK

The City of Pembroke Pines requires land surveys from time to time and is seeking firms to provide land surveying services. Request for surveys may be from multiple departments within the City and on an as needed basis.

Work is expected to include but not be limited to the following scope:

1. As-Built Survey
2. Boundary Survey
3. Construction Layout Survey
4. Control Survey
5. Quantity Survey
6. Topographic Survey
7. Specific Purpose Survey
8. ALTA/ACSM Survey
9. Location Survey
10. Site Planning Survey
11. Hydrographic and Bathymetric Survey
12. Geodetic Survey
13. Wetlands Delineation and Location Survey



1.4 TERM OF CONTRACT

The City intends to award a continuing contract to one firm. The initial term of the agreement will be for an initial three (3) year period. The Agreement may be renewed for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFQ # PSEN-19-09 "Land Surveying Services"**

1. Date
2. Name of the Firm
3. Address of the local office
4. Telephone Number
5. Email Address

Tab 1 – Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Firms strength and stability
 - d. **Location of firm** (Firm must have a local established office location within the counties of Broward, Miami Dade or Palm Beach Counties. Work must be completed in the office Listed on their submittal.)
 - e. Summary of abilities and experience of the firms' professional personnel (More details to be provided in **Sections E – G, Standard Form 330**)



- f. Summary of past performance of the firm on similar projects (More details to be provided in **Section H, Standard Form 330**)
 - g. Availability and access to the firms' top level management personnel.
 - h. Identification of firm's, single, professionally licensed point of contact for this project.
2. This Letter of Interest must be signed by a corporate officer.

Tab 2 – Standard Form 330 (Parts I and II)

The **Standard Form 330** has been included in this RFQ as **Attachment G**. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

Tab 3 – Certified Minority Business Enterprise

1. Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.
 - a. If you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act, please provide proof.

Tab 4 - 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. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please address your familiarity and understanding of the needs of a municipality for Land Surveying Services.
3. In addition to your familiarity and understanding of the Land Surveying Services, please address your familiarity with the Land Surveying Services industry in regards to locations such as the City of Pembroke Pines.
4. Identify any issues or concerns of significance that may be appropriate.
5. 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 5 - Willingness to meet time and budget requirements:

Please advise if your firm is willing to meet the following time and budget requirements.



Project	Timeframe	Total 5 Year Compensation*	Funding Years
1. Land Surveys	September 2019 Start	\$125,000	2019-2024
2. Hydrographic and Bathymetric Survey	September 2019 Start	\$25,000	2019-2024
3. Wetlands Delineation and Location Survey	September 2019 Start	\$50,000	2019-2024

***Estimated assistance needed for 5 years.**

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 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.

Tab 6 - 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.

Tab 7 – Other Completed Documents

1. **Attachment A: Contact Information Form**
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. Please note vendors should be registered on BidSync 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.
 - c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.



- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
- 2. **Attachment B: Non-Collusive Affidavit**
- 3. **Attachment C: Proposer's Qualifications Statement**
- 4. **Attachment F: References Form**
 - a. Provide five references from projects that your firm has completed while performing similar services, within the State of Florida from the last five years.

Tab 8 – Professional Registration Certificates:

- 1. **Professional Registration Certificates:**
 - 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.
 - b. 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.
 - c. Provide copy of the Florida Dept. of Business and Professional Regulation, (DBPR), Certificate of Authorization for the firm.
 - d. Provide copies of all professional licenses, resumes and qualifications for the qualifying agent of the firm and all duly authorized representatives, (DAR). Ch. 481 for Architects, Ch. 471 for Engineers and Ch. 468 for Building Code Administrators and Inspectors.

Tab 9 - Additional Information:

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 AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require 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.

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.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires



bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync 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 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 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.



1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

- A. Staff will evaluate all responsive proposals 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 proposals as submitted. **As such, the Proposal 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 that will evaluate the proposals 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	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Capabilities	20 points
Experience (of the firm or individual)	15 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.**

- 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	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Willingness to meet time and budget requirements	15 points
Recent, current, and projected workloads of the firms	10 points
Location	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- E. In the event a score for an individual evaluator results in a tie or the overall score results in a tie, the evaluator or evaluation committee will be asked to **break the tie and rank the tied vendors 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.



- i. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to **break the tie and give preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form.**
 - ii. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to break the tie by **publicly drawing lots.**
- 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 1.6.2 below.

1.7.2 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.

1.7.3 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)	October 22, 2019
Question Due Date	November 4, 2019
Anticipated Date of Issuance for the Addenda with Questions and Answers	November 6, 2019
Proposals will be accepted until	2:00 p.m. on November 12, 2019
Proposals will be opened at	2:30 p.m. on November 12, 2019
Evaluation of Proposals by Evaluation Committee	TBD
Recommendation of Contractor to City Commission	TBD



1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on November 12, 2019.

Please note vendors should be registered on BidSync 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.

The vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 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

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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.

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.



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.

2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 **(mostly for construction or equipment sold to the CITY)**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

B. 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 his 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.



Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, with a limit of liability, no less than \$5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY



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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.



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 BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync 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 **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.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 BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division 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.

Bidder 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 bidders 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, Bidders 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 bidders expense.

3.10 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.

3.11 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.

Bidder 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 bidder.

3.12 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.

3.13 TAX EXEMPT STATUS

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



3.14 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.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder 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.

3.16 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, attached to this solicitation, 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 Bidder for any goods, services or materials furnished.

3.17 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.

3.18 FACILITIES

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

3.19 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.

3.20 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 bidder 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 bidder 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.

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 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, 601 City Center Way, Pembroke Pines, FL.

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, bidders 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.

3.24 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 bidder, 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 bidder from bid list(s).

3.25 BID PROTEST

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

3.26 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.

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.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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 Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder 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.

3.28 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 seller's expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 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 if:

(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.

3.31 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 BIDS SYNC 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.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSEN-19-09 titled “Land Surveying Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
 STREET ADDRESS:
 CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:
 SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Title Page	Yes ☐
Letter of Interest	Yes ☐
Standard Form 330 (Parts I and II)	Yes ☐
Certified Minority Business Enterprise Certification	Yes ☐ N/A ☐
Firm's Understanding and Approach to the Work	Yes ☐

Willingness to meet time and budget requirements	Yes ☐
Recent, current, and projected workloads of the firm	Yes ☐
Attachment A - Contact Information Form	Yes ☐
Attachment B - Non-Collusive Affidavit	Yes ☐
Attachment C - Proposer's Completed Qualification Statement	Yes ☐
Attachment F - References Form	Yes ☐
Professional Registration Certificates	Yes ☐

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☐
Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Vendor Preference Certification	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐

*City of Pembroke Pines***Attachment B****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



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give 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).

The foregoing 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.

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.

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).

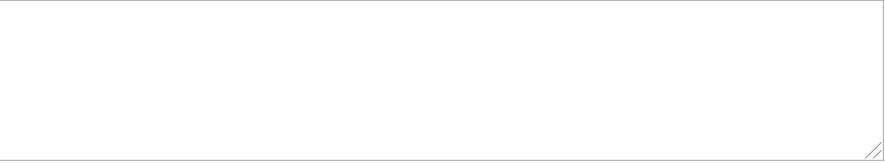
List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



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.



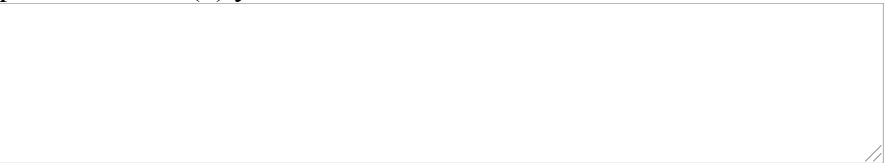
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:



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 shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				SAMPLE CERTIFICATE								
	GARAGE LIABILITY ☐ ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONTINUING CONTRACT (CCNA)

THIS IS AN AGREEMENT, dated the _____ day of _____,
«Contract_Signature_Year», 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_Name_Upper_Case», a «Vendor_Business_Type», 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."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 On _____, the CITY advertised its request for proposal (hereinafter, "RFP") which set forth the CITY'S desire to hire a CONSULTANT to provide _____ services.

1.2 On _____, the CITY received _____ proposals and on _____, CITY interviewed _____ and ranked CONSULTANT No. 1. Thereafter, on _____, the City Commission authorized the administration to negotiate an Agreement with CONSULTANT more particularly described herein below.

1.3 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, F.S. and on _____, the CITY authorized the proper CITY officials to enter into this Agreement which incorporates the results of such negotiation.



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 The City may request from the CONSULTANT from time to time, on an as needed basis, specific _____ services. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used, lump sum or time and materials. 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 work. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the original Agreement authorizing the CONSULTANT to do the work. The CONSULTANT'S fee and cost proposal shall be based upon the hourly rates set forth on Exhibit "A".

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

2.3 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.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. 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.

2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2) (g) Florida Statutes as amended from time to time.

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

2.7 CONSULTANT shall comply with the applicable provisions of the Pembroke Pines Code of Ordinances. CONSULTANT shall require that all subconsultants comply with the applicable provisions of the Pembroke Pines Code of Ordinances.

ARTICLE 3

TIME FOR PERFORMANCE

CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in each amendment. Minor adjustments to the timetable for completion approved by CITY in advance,



in writing, will not constitute non-performance by CONSULTANT per this Agreement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 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, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.2 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 Payment will be made to CONSULTANT at:

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither CONSULTANT nor its subconsultants 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 any notices as required by law. CONSULTANT further agrees that it will ensure that subconsultants, if any, will be made aware



of and will comply with this nondiscrimination clause.

ARTICLE 7

MISCELLANEOUS

7.1 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.

7.2 Term and Termination.

This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he 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.

7.3 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 projects which the CITY from time to time authorizes CONSULTANT services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall expire on _____. The Term of this Agreement may be extended upon mutual agreement of the parties for two (2) renewal periods of three (3) years each.

7.4 Public Records.

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

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

7.4.1.2 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, Fla. Stat., or as otherwise provided by law;

7.4.1.3 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 contract term and, following completion of the contract, 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

7.4.1.4 Upon completion of the contract, 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.

7.4.2 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.

7.4.3 The CONSULTANT and CITY agree to comply with all applicable laws, codes, regulations, and ordinances, including Chapter 720, Florida Statutes, and Chapter 119, Florida Statutes, as amended and applicable.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

7.5 Indemnification.

7.6 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

7.7 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or



services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

7.8 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY'S rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

7.9 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.10 Insurance.

7.11 The CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the CONSULTANT allow any Subconsultant to commence work on his sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

7.12 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

7.13 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

7.14 Insurance shall be in force until all work required to be performed under the terms of this Agreement is 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, then in that event, the CONSULTANT shall furnish, at least thirty (30) 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 this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all



required insurance remains in full force and effect.

7.15 REQUIRED INSURANCE

7.15.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

7.15.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-each employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.15.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000



2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

7.16 CONSULTANT shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.17 Any insurance required of CONSULTANT pursuant to this Agreement must also be required by any subconsultant 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 subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultant shall maintain such policies during the term of this Agreement.

7.18 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

7.19 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, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT'S Funds provided for herein. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make 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.

7.20 Assignments; Amendments.

7.21 This Agreement, or any interest 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 CITY and



its successors and assigns.

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

7.23 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 the 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, the 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.

7.24 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, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33026

Copy To: City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT: _____

7.25 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.

7.26 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.



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

7.28 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.

7.29 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.

7.30 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

7.31 Extent of Agreement. 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.

7.32 Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are notlisted on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 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 any agency or local governmental entity for goods or services if:

7.32.1 Any amount of, 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 s. 215.4725 or is engaged in a boycott of Israel; or

7.32.2 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:

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

7.32.2.2 Is engaged in business operations in Syria.

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

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **«Contract_Signature_Year»**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project:

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

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: 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. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

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

List of Experience Categories (*Profile Codes continued*)

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

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	J-V	PARTNER	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)*

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 <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
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 <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

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

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

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			
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. E-MAIL ADDRESS				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
 [Schedule](#)
 [Task](#)
 [Note](#)
[Vendor view of bid](#)[Chat](#) | [Description](#) | [Attachments](#)

Bid #PSEN-19-09 - Land Surveying Services

Time Left	closed	# of offers	9
Bid Started	Oct 22, 2019 5:52:10 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 12, 2019 2:00:00 PM EST	# of suppliers viewed	58  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 2
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status Approved

Description

Bid Number	PSEN-19-09
Title	Please upload & submit all required documents here.
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync 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. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

Bid Comments	However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.
	The City of Pembroke Pines is seeking qualification statements from qualified firms to serve in the capacity of Plan Review Engineers, 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).
Description	The City of Pembroke Pines requires land surveys from time to time. Requests for surveys may be from multiple departments within the City. See Section 1.5, Tab 5 for time and budget requirements.

Documents		Select All Select None Download Selected	
☐	1.  PSEN-19-09 Land Surveying Services.pdf [download] 	☐	2.  Attachment A - Contact Information Form.docx [download] 
☐	3.  Attachment B - Non-Collusive Affidavit [download] 	☐	4.  Attachment C - Proposers Qualifications Statement [download] 
☐	5.  Attachment D - Sample Insurance Certificate.pdf [download] 	☐	6.  Attachment E - Specimen Contract - Continuing Contract CCNA 2018-10-25.pdf [download] 
☐	7.  Attachment F - References Form [download] 	☐	8.  Attachment G - Standard Form 330.pdf [download] 
		 = Included in Bid Packet  = Excluded from Bid Packet	

Contractor Advertisements	View All Ads
There are no advertisements on this solicitation.	

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Question and Answers for Bid #PSEN-19-09 - Land Surveying Services

[Create New Question](#)

Question Deadline: Nov 4, 2019 8:30:00 PM EST

Overall Bid Questions

Question 1

Is a full SF 330 needed from the subs or just Section E and F (resumes and projects)? (Submitted: Nov 4, 2019 12:34:34 PM EST)

Answer

[edit](#) 

- Please include all subcontractors in Part 1, Section C of the SF 330 per the directions, and include all subcontractor information in Sections E, F, and G. (Answered: Nov 7, 2019 5:32:44 PM EST)

Add to Answer:

Question 2

In Tab 5, the proposer is asked to advise if we are willing to meet the time and budget requirements. The Table with the noted requirements states a project start date of September 2019. Since this date has already passed, can the City provide updated dates? (Submitted: Nov 4, 2019 12:34:40 PM EST)

Answer

[edit](#) 

- Updated projected start date is January 2020. (Answered: Nov 4, 2019 4:51:06 PM EST)

Add to Answer:

[Submit](#)**Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com**[Home](#)[Bid Search](#)[Bids](#)[Orders](#)[Tools](#)[Support](#)[Privacy](#)[Logout](#)

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Miller Legg

Bid Contact **Kathie Brennan**
kbrennan@millerlegg.com
Ph 954-628-3688

Address **FT. LAUDERDALE, FL 33309**

Qualifications **PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSEN-19-09--01-01	Please upload & submit all required documents here.	Supplier Product Code:	First Offer -	1 / contract	Y	Y
Supplier Total					\$0.00	

Miller Legg

Item: **Please upload & submit all required documents here.**

Attachments

Miller Legg Submittal PPines PSEN-19-09.pdf



PSEN-19-09

Land Surveying Services

Tuesday, November 12, 2019 @ 2:00 PM

Miller Legg Proposal 19-P0377





TITLE PAGE

Request for Qualifications (RFQ) #PSEN-19-09 Land Surveying Services

November 12, 2019

Miller Legg

5747 N. Andrews Way

Fort Lauderdale, FL 33309

(954) 436-7000

**Michael Kroll, RLA, FASLA, President &
Principal-in-Charge**

mkroll@millerlegg.com

**Land Surveying Services****Bid #PSEN-19-09****Title Page****Table of Contents**

- 1 Letter of Interest**
- 2 SF 330**
- 3 Certified Minority Business Enterprise**
- 4 Understanding and Approach to Work**
- 5 Willingness to Meet Time and Budget Requirements**
- 6 Recent, Current and Projected Workloads of the Firm**
- 7 Other Completed Documents**
 - Attachment A: Contact Information Form**
 - Attachment B: Non-Collusive Affidavit**
 - Attachment C: Proposer's Qualifications Statement**
 - Attachment F: Reference Form**
- 8 Professional Registration Certificates**
 - Resumes of Key Staff/Qualifying Agents**
- 9 Additional Information**



November 12, 2019

Via Electronic Bid on BidSync

Re: RFQ #PSEN 19-09 Land Surveying Services, Proposal # 19-P0377

Dear Selection Committee Members:

Miller Legg is very pleased to submit our qualifications for your consideration for this Professional Surveying Services Contract. This submittal details our firm's qualifications, capabilities, team members, relevant professional services experience and ultimately, your reason to select Miller Legg for this Surveying Contract.

For over 54 years we have provided surveying services spanning a broad range of projects and functions, including municipal projects. Some of our relevant **recent and previous surveying experience in Pembroke Pines** includes projects such as Josias Dog Park, NW 129th Avenue, NW 196th Avenue as well as the International Welcome Center at Pine Lakes Elementary. **Karen Lynch, PSM, our Project Manager, has successfully collaborated on projects in and for the City over the last 40 years.** Her technical and project management experience allows her to anticipate potential challenges of an assignment and understand the importance of minimizing impacts to schedule and budget for your projects.

In addition, our Surveying staff work closely with our in-house Certified Arborists and biologists for both public and private sector projects involving tree analysis, tree surveys and other arborist and environmental projects/tasks.

Miller Legg has successfully provided continuing contract services to many public and governmental entities and agencies in South Florida. We currently hold similar municipal surveying contracts with *City of Miramar, City of Oakland Park, City of Miami Beach, School Board of Broward County, Miami-Dade County, and the Seminole Tribe of Florida*. We look forward to working with Pembroke Pines as your trusted consulting advisor for the surveying and SUE services under this Contract.

Our Surveying services experience for municipal projects include:

- | | |
|--|--|
|  Sketch and legal descriptions |  Wetland Delineation and Location surveys |
|  As-built surveys |  Right-of-way surveys |
|  Control surveys |  Specific purpose surveys |
|  Topographic surveys |  Hydrographic/Bathymetric surveys |
|  Boundary surveys |  Geodetic surveys |
|  Quantity surveys |  Platting |
|  Subsurface Utility Engineering (SUE) |  Tree Surveys |
|  Construction Layout surveys |  FEMA elevation certificates |
|  ALTA/ACSM surveys | |

As you will see in our submittal, we are the most knowledgeable Team with strong backgrounds in municipal surveying and professional staff ready to provide you **the best in personalized and responsive surveying services. You have our utmost commitment to meet the needs of the City including being on time and within budget** for assignments awarded under this Land Surveying Services contract.

We appreciate the opportunity to submit our Land Surveying qualifications and we look forward to the opportunity to personally present our credentials to you.

Best Regards,

A handwritten signature in blue ink, appearing to read 'MKroll', is placed over the 'Best Regards,' text.

Michael Kroll, RLA, FASLA, Principal-in-Charge

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364
(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

BidSync

ARCHITECT – ENGINEER QUALIFICATIONS**PART I – CONTRACT SPECIFIC QUALIFICATIONS****A. CONTRACT INFORMATION**1. TITLE AND LOCATION *(City and State)*

City of Pembroke Pines Land Surveying Services

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

RFQ #PSEN-19-09

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Michael Kroll, RLA, FASLA

5. NAME OF FIRM

Miller Legg

6. TELEPHONE NUMBER

(954) 436-7000

7. FAX NUMBER

(954) 493-6539

8. E-MAIL ADDRESS

mkroll@millerlegg.com

C. PROPOSED TEAM*(Complete this section for the prime contractor and all key subcontractors.)*

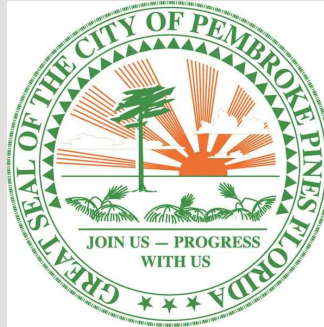
	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	☒			Miller Legg ☐ CHECK IF BRANCH OFFICE	5747 N Andrews Way Ft. Lauderdale, FL 33309-2364	Surveying
b.				CHECK IF BRANCH OFFICE		
c.				CHECK IF BRANCH OFFICE		
d.				CHECK IF BRANCH OFFICE		
e.				CHECK IF BRANCH OFFICE		
f.				CHECK IF BRANCH OFFICE		

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

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

STANDARD FORM 330 (1/2004) PAGE 1

ORGANIZATIONAL CHART



MICHAEL KROLL, RLA, FASLA
Principal-In-Charge

KAREN LYNCH, PSM
Project Manager / Senior Surveyor

SURVEYING

KAREN LYNCH, PSM
Senior Surveyor

MARTIN ROSSI, PSM
Senior Surveyor / QA/QC

LARISA POLDOSKAYA, CST I
Survey Specialist

CAD DRAFTING

MICHAEL DUNSHEE
CAD Designer

JESSICA SPICER
CAD Designer

SUE

GERALD EDELMAN
SUE Coordinator

GIS

WILLIAM MOHLER, CA, CLI
GIS Coordinator / Certified Arborist

4 SURVEY CREWS

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

12. NAME Michael Kroll, RLA, FASLA	13. ROLE IN THIS CONTRACT Principal-In-Charge	14. YEARS EXPERIENCE a. TOTAL 32 b. WITH CURRENT FIRM 30	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Landscape Architecture / Landscape Architecture Graduate Studies / Urban and Regional Planning	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL / Registered Landscape Architect TX / Registered Landscape Architect Fellow American Society of Landscape Architects		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Kroll, President of Miller Legg, has been actively involved in projects ranging from large scale habitat restoration to international urban redevelopment projects. His 30+-year career has concentrated on planning, infrastructure, open space, transportation and redevelopment, principally in South Florida. Mr. Kroll's diverse professional experience has led to projects that successfully integrate environmental, planning and landscape architectural services. Under his leadership, Miller Legg develops project solutions that respond to the natural environment, respect the social fabric and create sustainable aesthetic spaces.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
a. (1) TITLE AND LOCATION <i>(City and State)</i> City of Lauderdale Miscellaneous Professional Services Lauderhill, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Principal-In-Charge - Miller Legg is providing a variety of services under this multi-year continuing professional services contract for land development, civil site and drainage systems, as well as landscape architecture services with the City. Services include civil engineering, surveying, planning and landscape architecture.		
b. (1) TITLE AND LOCATION <i>(City and State)</i> City of West Palm Beach General Engineering Services West Palm Beach, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Principal-In-Charge - Miller Legg holds a multi-year continuing contract for general engineering consulting services with the City of West Palm Beach under which the firm is contracted to render civil, roadway, stormwater and wastewater, environmental and surveying services for City projects.		
c. (1) TITLE AND LOCATION <i>(City and State)</i> City of Cocoa Beach CRA Minutemen Causeway Cocoa Beach, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If Applicable)</i> 2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Quality Control - Miller Legg provided surveying, SUE, landscape architecture and civil engineering design for a Florida Friendly streetscape beautification and stormwater improvement plan for a portion of Minutemen Causeway located within the Community Redevelopment Area (CRA) of the City of Cocoa Beach. The project consisted of significant landscape beautification and geometric modifications to the corridor to promote a pedestrian friendly environment and to stimulate economic development. In conjunction with the redevelopment, the project proposed low impact stormwater facilities to meet the Total Maximum Daily Load reduction requirements as outlined within the Indian River Lagoon Basin Management Action Plan. These stormwater improvements included pervious paver sidewalks and parallel parking, bio-swales with native vegetation, and underground stormwater infiltration facilities with nutrient absorption materials. The survey services provided included design/topographic surveying, GPS, Digital Terrain Map (DTM) and underground utility designation services. We also provided permitting services for a Coastal Construction Control Line (CCCL). The entire project was a City pilot program for Low Impact Design (LID) and Best Management Practices (BMP) for stormwater management which realized significant funding from the State.		
d. (1) TITLE AND LOCATION <i>(City and State)</i> Miramar Continuing Engineering Services Miramar, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Principal (Landscape) - Miller Legg has held continuing engineering services contracts with the City of Miramar for almost 10 years. Over the course of these contracts, Miller Legg has been responsible for numerous miscellaneous engineering services including the preparation of a roadway master plan, plan review, surveying, traffic studies, and drainage analysis. The current contract for survey services extends to 2021.		
e. (1) TITLE AND LOCATION <i>(City and State)</i> City of Coconut Creek Landscape Architecture Continuing Services Contract, Coconut Creek, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Principal-In-Charge - Miller Legg has been successfully providing a variety of sustainable landscape architecture, hardscape, irrigation, urban design and construction observation services to the City through Continuing Services contracts since 2002. In addition, other services have included surveying and traffic engineering. Projects have included Florida Friendly landscape and median improvements, roadway beautification, intersection upgrades and miscellaneous projects.		

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

12. NAME Karen Lynch, PSM	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 36
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Associates Degree / Liberal Arts		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL / Registered Professional Surveyor & Mapper	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Ms. Lynch has extensive South Florida survey project management experience in a number of different public sector environments such as roadways and streetscapes, educational facilities, parks and recreation, and healthcare and medical office complexes. She also has wide-ranging experience in private sector surveying, including residential projects as well as commercial and industrial facilities.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	(1) School Board of Broward County (SBBC) Surveying Services Broward County, FL	2018	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager - In conjunction with the School Board of Broward County, provided surveying services on more than 50 school sites in Broward County over the past 17 years. The services for these projects have included: architectural design surveys, construction layout, including buildings, Subsurface Utility Engineering (SUE), parking and driveways, as-built surveys, boundary, horizontal and vertical control, topographic, as-built surveys, right-of-way surveys for signalization design, and preparation of legal descriptions.		
b.	(1) City of Miramar - Miramar Parkway LAP Streetscape Improvements from 62nd to 64th Avenue, Miramar, FL	2013	2014
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Surveyor - Miramar Parkway Streetscape Improvement project was a Local Agency Program (LAP)-funded revitalization project in the City of Miramar. The project entailed Miramar Parkway's eastern gateway segment from 62nd to 64th Avenue, approximately 1/2 mile in length. The project included intersection improvements, traffic signal modifications/upgrades and sidewalk and Florida Friendly landscape beautification throughout the project limits. Services provided included: surveying including topographic surveying, maintenance of traffic, underground utility designation, landscape architecture, hardscape design, drainage and stormwater permitting, design and management, lighting and electrical design, geotechnical design, traffic engineering, tree permitting and arborist services, as well as LAP coordination, permitting and submittal documentation. Miller Legg developed a master plan for this corridor, incorporating access management and shared commercial parking facilities to enhance the commercial viability of the corridor. Utilizing the master plan, extensive public outreach was conducted with the corridor stakeholder to establish consensus on the redevelopment and roadway plan.		
c.	(1) City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed, Miami Beach, FL	2018	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Quality Control - Miller Legg has held continuing service contracts for surveying services with the City of Miami Beach since 2007. A variety of services have been provided including boundary surveys, topographic surveys, as-builts, construction surveys, and mapping.		
d.	(1) Coral Springs Municipal Complex Survey Coral Springs, FL	2006	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager - Under the firm's continuing services contract with the City of Coral Springs, Miller Legg performed multiple surveying services in association with the development of the City's new municipal complex. The survey services included boundary and topographic surveys, tree inventory as well as utility locations, soils boring and exfiltration test location stake-outs. Additional survey work delivered included sketch and descriptions for existing easements and canal rights-of-ways.		
e.	(1) Memorial Hospital West Southwest Parking Garage Pembroke Pines, FL	2017	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Surveyor - Miller Legg is providing site development design, permitting and construction administration services for a six (6)-story, 1,477-space parking garage on the Memorial Hospital West campus in Pembroke Pines. Services included subsurface utility engineering (SUE), surveying, site planning, campus-wide master stormwater study/improvements design/plans, on-site paving and drainage/water and sewer. Miller Legg also provided off-site roadway turn lane modifications and temporary access driveway engineering design/plans, site lighting photometrics, landscape planting and overall campus landscape mitigation design/plans, irrigation system modification design/plans, arborist and construction administration/observation services. Permitting agencies involved were the City of Pembroke Pines, South Broward Drainage District, South Florida Water Management District, FDOT and Broward County. Prior to design work, a topographic survey and campus utility infrastructure were mapped and coordinated with the owner and architectural design team for this expansion project and the enabling master stormwater, roadway modifications and infrastructure improvements for this project at this campus along Flamingo Road in Pembroke Pines.		

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

12. NAME Martin Rossi, PSM	13. ROLE IN THIS CONTRACT Project Surveyor / QA/QC	14. YEARS EXPERIENCE	
		a. TOTAL 39	b. WITH CURRENT FIRM 33
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> n/a		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL / Registered Professional Surveyor & Mapper	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Rossi is a Senior Project Surveyor with more than three decades of surveying and subsurface utility engineering (SUE) experience. His principal areas of experience include surveys such as boundary, topographic, ALTA/ACSM land title surveys, quantity, environmental and wetland, condominium, construction layout, as-built, right-of-way, specific purpose and subdivisions and platting, as well as subsurface utility engineering (SUE). He currently manages the survey department and the survey field crews in South Florida. Mr. Rossi is also an Associate with the firm.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed, Miami Beach, FL	2018	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager - Miller Legg has held continuing service contracts for surveying services with the City of Miami Beach since 2007. A variety of services have been provided including boundary surveys, topographic surveys, as-builts, construction surveys, and mapping. ☒ Check if project performed with current firm		
b.	City of Miami Beach Flamingo & Collins Historical Surveying Miami Beach, FL	2017	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager - Miller Legg was retained by the City of Miami Beach to conduct surveys and prepare FEMA elevation certificates for the Historic Buildings classification and Lifting Feasibility Guidelines Study of 444 structures in the Flamingo Park Historical District and 86 structures in the Collins Waterfront Historical District. This work is part of a project to evaluate the City's options for these structures (including elevation, remain in place, demolish, relocate, harden) in preparation for any future sea-level rise. Miller Legg worked in tandem with our structural engineering subconsultant in its structural lifting analysis assignment for this project. ☒ Check if project performed with current firm		
c.	City of Coral Springs Environmental & Site Civil Engineering Coral Springs, FL	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Surveyor - Miller Legg has held a continuing services contract with the City of Coral Springs since 2002, with the current term due to expire in 2020. Potential work orders span all Miller Legg engineering, survey, landscape architecture, environmental and ancillary services. Contracts to date have included canal culvert crossing, turn lane, maintenance facility building, municipal complex building, fire station, agency permitting, among others. ☒ Check if project performed with current firm		
d.	City of Homestead Campbell Drive/SW 312th Street & SW 144 Avenue Crossing C-103-N Canal End Homestead, FL	2017	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Surveyor - Miller Legg provided a specific purpose topographic survey and civil engineering design services to the City for emergency repairs of a guardrail located on the east side of the north parapet of FDOT Bridge No. 874353. The bridge is located on Campbell Drive/SW 312th Street and crosses the C-103-N Canal. This project was designed through the City's Library of Consultants for Architectural and Engineering services. ☒ Check if project performed with current firm		
e.	City of Coconut Creek Boundary Legal Description Update Coconut Creek, FL	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Surveyor - Miller Legg reviewed the existing City boundary corporate legal description along with ordinance documents for 21 new parcels of land to be incorporated into the existing City limits. Miller Legg then revised the City's corporate legal description to accommodate the new parcels. ☐ Check if project performed with current firm		

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

12. NAME Larisa Podolskaya, CST I	13. ROLE IN THIS CONTRACT Survey Specialist	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science / Electrical Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL / Certified Survey Technician Level I	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Ms. Podolskaya is a Survey Technician who specializes in right-of-way surveying, boundary surveying and construction layout. She has worked on boundary, topographic, right-of-way, engineering design, construction layout, and control surveys overseeing and assisting with numerous projects for the Florida Department of Transportation, utilizing MicroStation. She also is experienced in AutoCAD working with numerous government and private sector clients including municipalities and counties, as well as for educational facilities and health care clients, and private developers.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
a.	City of Coconut Creek Boundary Legal Description Update Coconut Creek, FL	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - Miller Legg reviewed the existing City boundary corporate legal description along with ordinance documents for 21 new parcels of land to be incorporated into the existing City limits. Miller Legg then revised the City's corporate legal description to accommodate the new parcels.	☒ Check if project performed with current firm	
b.	City of Coconut Creek Copans Road Median Landscape Architecture Plans, Coconut Creek, FL	2014	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - For this median improvement project along Copans Road between Lyons Road and the Florida Turnpike Overpass, Miller Legg provided landscape, hardscape and irrigation design plans, tree inventory, surveying, permitting, pre-construction and construction observation services to the City. Tree, streets and highway permitting was coordinated with Broward County.	☒ Check if project performed with current firm	
c.	City of Homestead Campbell Drive/SW 312th Street & SW 144 Avenue Crossing C-103-N Canal End Homestead, FL	2017	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Technician - Miller Legg provided a specific purpose topographic survey and civil engineering design services to the City for emergency repairs of a guardrail located on the east side of the north parapet of FDOT Bridge No. 874353. The bridge is located on Campbell Drive/SW 312th Street and crosses the C-103-N Canal. This project was designed through the City's Library of Consultants for Architectural and Engineering services.	☒ Check if project performed with current firm	
d.	City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed, Miami Beach, FL	2018	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Technician - Miller Legg has held continuing service contracts for surveying services with the City of Miami Beach since 2007. A variety of services have been provided including boundary surveys, topographic surveys, as-builts, construction surveys, and mapping.	☒ Check if project performed with current firm	
e.	City of Miramar - Miramar Parkway LAP Streetscape Improvements from 62nd to 64th Avenue, Miramar, FL	2013	2014
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Survey Technician - Miramar Parkway Streetscape Improvement project was a Local Agency Program (LAP)-funded revitalization project in the City of Miramar. The project entailed Miramar Parkway's eastern gateway segment from 62nd to 64th Avenue, approximately 1/2 mile in length. The project included intersection improvements, traffic signal modifications/upgrades and sidewalk and Florida Friendly landscape beautification throughout the project limits. Services provided included: surveying including topographic surveying, maintenance of traffic, underground utility designation, landscape architecture, hardscape design, drainage and stormwater permitting, design and management, lighting and electrical design, geotechnical design, traffic engineering, tree permitting and arborist services, as well as LAP coordination, permitting and submittal documentation. Miller Legg developed a master plan for this corridor, incorporating access management and shared commercial parking facilities to enhance the commercial viability of the corridor. Utilizing the master plan, extensive public outreach was conducted with the corridor stakeholder to establish consensus on the redevelopment and roadway plan.	☒ Check if project performed with current firm	

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

12. NAME Michael Dunshee	13. ROLE IN THIS CONTRACT CAD Technician	14. YEARS EXPERIENCE	
		a. TOTAL 3	b. WITH CURRENT FIRM 0
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Certificate of Drafting / Architecture - McFatter Technical College, 2015		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Dunshee is a highly-trained CAD designer who works with design engineers to prepare detailed construction drawings for roadwork, land development, water, sewer, storm water and lift station design. He also prepares and organizes survey data to incorporate into detailed topographic, specific purpose and boundary surveys. He is proficient in AutoCAD, AutoCAD Civil 3D, AutoCAD Architecture, AutoCAD Revit and Solidworks software.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Royal Estates Site Development Cooper City, FL	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If Applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - Miller Legg is providing consulting services for a planned 10.76-acre residential subdivision in the City of Cooper City. Services being provided include surveying, platting support and site development engineering for design, permitting and construction of the paving, grading, drainage, potable water and sanitary sewer infrastructure improvements. In addition to the City of Cooper City, permitting will be coordinated with Central Broward Water Control District, South Florida Water Management District, Florida Department of Environmental Protection, Broward Co. Health Department and Environmental and Growth Management Department.		
☒ Check if project performed with current firm		
City of West Palm Beach Gregory Road Green Streets LID Sanitary Sewer & Stormwater West Palm Beach, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - The City of West Palm Beach requested Miller Legg to provide professional engineering, landscape architecture and surveying services for the design and bidding assistance of a stormwater management and drainage improvements project in an existing residential neighborhood. The firm is also providing sewer and stormwater design services. The project provides opportunities for various Low Impact Development (LID) best management practices to reduce stormwater runoff and nuisance flooding. For instance, LID implementation will be facilitated by the installation of bioretention in the bumpouts on Gregory Road, and nuisance flooding can be decreased through driveway modifications and speed control devices. The project is located along Gregory Road and Gregory Place between S. Olive Avenue and S. Flagler Drive. This project is being completed under the firm's multi-year General Engineering Services contract.		
☒ Check if project performed with current firm		
City of West Palm Beach 32nd/33rd St. Water Main Improvements West Palm Beach, FL	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If Applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - Miller Legg is providing surveying, underground utility locates, geotechnical engineering, civil engineering design and bidding assistance services for a +/- 2,000 LF water main replacement project on 32nd Street and 33rd Street from Floral Avenue to N. Flagler Drive and on N. Flagler Drive from 32nd Street to 35th Street in the historic Northwood Shores district. The existing water mains are transite, undersized, and have reached the end of their useful life. The Basis of Design		
☒ Check if project performed with current firm		
City of Miami Baywalk Phase 3 Miami, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If Applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - Miller Legg provided landscape architecture, civil engineering, lighting/electrical engineering, surveying and permitting services for the Miami Baywalk Phase 3 Project. Permitting for project improvements was provided through the City of Miami, Miami-Dade County and South Florida Water Management District. The project is a 1/4 mile pedestrian-oriented urban waterfront park and promenade on Biscayne Bay, located adjacent to the east coast greenway. It provides a unique open space that links the American Airlines Arena, Biscayne Boulevard, and Museum Park. The Baywalk design includes custom native stone benches, extensive paver pedestrian spaces, salt-tolerant tropical plantings, as well as themed lighting and site amenities. Due to historic maritime activities in the project area, soil conditions were addressed through the design of unique drainage facilities that minimized potential groundwater impacts. The Baywalk design solution also improved visibility and lighting in the area to discourage vagrancy issues that existed. The planting design not only enhanced aesthetics, but also buffered unsightly adjacent parking and utility areas and minimized exposed surfaces that had been subject to graffiti.		
☒ Check if project performed with current firm		
Memorial Hospital West Southwest Parking Garage Pembroke Pines, FL	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If Applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE CAD Technician - Miller Legg is providing site development design, permitting and construction administration services for a six (6)-story, 1,477-space parking garage on the Memorial Hospital West campus in Pembroke Pines. Services included subsurface utility engineering (SUE), surveying, site planning, campus-wide master stormwater study/improvements design/plans, on-site paving and drainage/water and sewer. Miller Legg also provided off-site roadway turn lane modifications and temporary access driveway engineering design/plans, site lighting photometrics, landscape planting and overall campus landscape mitigation design/plans, irrigation system modification design/plans, arborist and construction administration/observation services. Permitting agencies involved were the City of Pembroke Pines, South Broward Drainage District, South Florida Water Management District, FDOT and Broward County. Prior to design work, a topographic survey and campus utility infrastructure were mapped and coordinated with the owner and architectural design team for this expansion project and the enabling master stormwater, roadway modifications and infrastructure improvements for this project at this campus along Flamingo Road in Pembroke Pines.		
☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jessica Spicer	13. ROLE IN THIS CONTRACT CAD Technician	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Associates Degree / Advanced AutoCAD		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Ms. Spicer has more than 20 years of professional CAD design experience in both public and private projects in South Florida. She has extensive knowledge of AutoCAD, Civil 3D, Microstation and AutoTurn. Prior to joining Miller Legg, she worked for two other multi-disciplined engineering consulting firms in South Florida.			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (If Applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CAD Technician - The School Board of Broward County (SBBC) is a longtime client of Miller Legg for services rendered under continuing services contracts, having performed over 400 task orders for various school projects all over the County. The firm has served SBBC with a variety of our civil, survey, landscape architecture and environmental services over the years and is presently working under a civil engineering and environmental continuing services agreement. The current scope categories cover basic engineering consulting through engineering plan review, environmental engineering, environmental resource management, land surveying and landscape architecture.	☒ Check if project performed with current firm	
	(1) TITLE AND LOCATION (City and State) City of Lauderhill NW Quadrant Improvements Lauderhill, FL	(2) YEAR COMPLETED	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CAD Technician - Miller Legg is providing to the City of Lauderhill site civil engineering, preparation of materials, construction specifications on engineering plans, editing City front end documents and bidding assistance for the proposed construction of a drainage culvert connecting City Canals 28 and 37 crossing 50th Street, and construction of a positive drainage system trunk system on 82nd Avenue with branches on 44th Court through 47th Court discharging into City Canal 27. The firm is performing this project under our continuing services contract with the City.	☒ Check if project performed with current firm	
	(1) TITLE AND LOCATION (City and State) City of West Palm Beach Congress Avenue Water Main Relocation West Palm Beach, FL	(2) YEAR COMPLETED	
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CAD Technician - Miller Legg provided civil engineering, construction administration and surveying services for the City of West Palm Beach for the design and general contractor assistance of a water main relocation project on Congress Avenue at the City's "F" Canal. Relocation of the existing 10" water main was required to accommodate a Palm Beach County (County) Roadway Improvement project, which includes replacement of the existing Congress Avenue "F" Canal Bridge with a double 66" RCP culvert system. The existing 10" water main is attached to the underside of the existing bridge that will be demolished. In addition, Miller Legg designed a steel sleeve to navigate under the City's Canal F to allow for future maintenance requirements, pipe protection during future dredging/maintenance and ease of installation. The project is located on Congress Avenue between Okeechobee Boulevard and Ware Drive. This project was completed under the firm's multi-year General Engineering Services contract.	☒ Check if project performed with current firm	
	(1) TITLE AND LOCATION (City and State) Memorial Healthcare System (MHS) Continuing Engineering Services (2014-2017)	(2) YEAR COMPLETED	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CAD Technician - Miller Legg has been providing services to the Memorial Healthcare System (South Broward Hospital District), under continuing services and other contracts since 2001, to assist with the institution's many new and expansion construction projects. The current Master Engineer Agreement in force relies on the full spectrum of Miller Legg's engineering practice with ancillary services such as landscape architecture, traffic engineering, environmental assessments, value engineering, governmental grants, peer reviews, cost estimating, construction surveying and feasibility studies. The firm has performed work at the Miramar, Pembroke, Regional, West and Southwest campuses.	☒ Check if project performed with current firm	
	(1) TITLE AND LOCATION (City and State) Stirling and Davie Roads Property Plat Davie, FL	(2) YEAR COMPLETED	
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE CAD Technician - Miller Legg is providing planning, platting and surveying services for a +/- 5.8-acre unplatted site proposed townhome development in the Town of Davie. Planning tasks include the preparation of conceptual site and access plans, plat preparation and processing through the Town of Davie, Central Broward Water Control District, Florida Department of Transportation and Broward County, as well as plat recordation. In addition, the firm will notify, coordinate and participate in homeowner citizen participation meetings related to the site plan approval. Title review is being performed along with boundary and topographic surveys and an elevation certificate.	☒ Check if project performed with current firm	

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

12. NAME William Mohler, CA, CLI	13. ROLE IN THIS CONTRACT GIS Coordinator / Certified Arborist	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Ft. Lauderdale, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science / Ecology & Biology, Minor in Geography		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL / Certified Landscape Inspector Certified Arborist	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Mohler is experienced in Geographic Information Systems (GIS) concepts, principles and practices, regularly analyzes GIS data. His GIS experience includes: digital map creation, geodatabase creation and utilization, geoprocessing, georeferencing and editing, digitizing, remote sensing, photo interpretation ground truthing and utilizing Arc Toolbox functions. He has experience with geographic/cartographic sciences, and has significant knowledge of coordinate system, projections and georeferencing techniques. He is skilled in using various types of equipment and software including ESRI Arc GIS Trimble Arc pad, Li-Cor, TREC, SPOT, GPS, LIDAR, Dynamax TDP Sap Flow systems, Decagon ProCheck soil moisture probes, HOBO and CR1000 environmental loggers, Photovoltaic cells, and Morningstar Solar power equipment, along with all associated off-loading programs. As a Geographer, he has created thematic maps of the Everglades Water Conservation Areas, wetland and upland maps for mitigation projects, geographic distribution maps of exotic species in urban and non-urban settings, and designed subsequent additional data collection efforts based on mapped information. He has detailed data management skills and ensures the recording of clear and precise metadata.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Broward County Parks and Recreation West Lake Park II - Environmental Services, Hollywood, FL	PROFESSIONAL SERVICES 2011	CONSTRUCTION <i>(If Applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Certified Arborist - The second phase of this 1,500-acre Broward County and State-owned tidal estuarine park in Hollywood required the environmental and engineering consulting services of Miller Legg. Services provided include: design and negotiation of permit modifications, mitigation design to encourage natural/pioneer mangrove propagation, preservation of existing mangroves, permitting through Broward County Environmental Protection Department, Florida Department of Environmental Protection, and US Army Corps of Engineers, cost estimates, and contract administration and inspection services. The firm has provided both environmental and engineering services for necessary mitigation for the Port Everglades and Ft. Lauderdale-Hollywood International Airport expansion projects.		
b. (1) TITLE AND LOCATION <i>(City and State)</i> City of Miami Beach Boardwalk II Update Topographic Survey and GIS Mapping, Miami Beach, FL		
(2) YEAR COMPLETED PROFESSIONAL SERVICES 2013		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Certified Arborist - Miller Legg updated a topographic and Coastal Construction Control Line (CCCL) survey from 3rd Street to 5th Street (+/- 1100 LF) for the DEP Coastal Construction permit which was part of the design of improvements to a beach boardwalk located between Lummus Park and South Point Drive in Miami Beach. The topographic survey updated the corridor, showing changes in topographic features as well as beach elevations and transects to a determined DEP elevation. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. This data was brought into a GIS program and maps were created indicating dominant species coverage with related percentages. In addition a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps. Work was completed under the firm's Miscellaneous Surveying and Mapping Contract as a subconsultant to Coastal Systems International, Inc.		
c. (1) TITLE AND LOCATION <i>(City and State)</i> SR 817/University Drive @ Monterra Boulevard Roadway Improvements, Cooper City, FL		
(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Certified Arborist - For this major roadway improvement project in Cooper City, Miller Legg was involved in the roadway design, MOT, drainage design, street lighting, signing, pavement parking, landscape architecture, irrigation and permitting with local agencies including FDOT and Broward County, to design this major gateway entrance into Monterra.		
d. (1) TITLE AND LOCATION <i>(City and State)</i> Florida Department of Transportation (FDOT) District 4 D/W Mobility Projects in Hollywood/ Hallandale - 14th Avenue from Atlantic Shores Blvd. to Sheridan Street, Hollywood/Hallandale Beach, FL		
(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Certified Arborist - For this 3-mile segment along 14th Avenue in the Cities of Hallandale Beach and Hollywood, we are providing miscellaneous landscape architecture services for improvements along this off-system roadway. Miller Legg is a subconsultant to Propel Engineering.		
e. (1) TITLE AND LOCATION <i>(City and State)</i> Memorial Regional Hospital Design Build (D/B) Parking Garage & Public Roadway Improvements, Hollywood, FL		
(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Certified Arborist - Miller Legg provided site development design services for a new 7-story, 1,302-space parking garage located at Johnson Street and Garfield Street on the Memorial Regional Hospital campus in Hollywood. The parking garage included 570,330 SF of parking garage space, ground-floor retail, a courtyard, an auditorium, and hospital staff training room and offices. Associated off-site roadway and signal improvements were provided on Johnson Street along with roundabout modifications on Garfield Street at 35th Avenue. Specific services included: civil engineering, permitting, paving, drainage, water, sewer, traffic engineering, signalization, topographic survey, underground utility designations (SUE), landscape architecture, irrigation, and hardscape design, as well as construction observation. Miller Legg was a subconsultant to Zyscovich Architects and was on the Stiles/Thornton design/build team.		

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

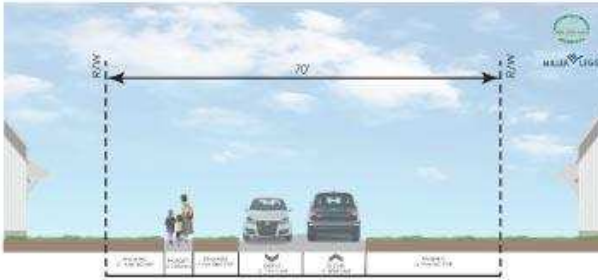
12. NAME Gerald Edelman	13. ROLE IN THIS CONTRACT SUE Coordinator	14. YEARS EXPERIENCE a. TOTAL 15 b. WITH CURRENT FIRM 12	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Miller Legg, Miami, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> FL, FDOT Intermediate Maintenance of Traffic	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Since joining Miller Legg, Mr. Edelman worked his way up from Rod Person to Party Chief. He has experience working with both surveying and subsurface utility engineering (SUE) projects for public entities throughout South Florida. Experience includes boundary, topographic, right-of-way, as-built, special purpose surveys, cross sections, drainage surveys, construction surveys, and a variety of other surveys.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Hosmer Trust Site Development Southwest Ranches, FL	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i>
[X] Check if project performed with current firm SUE Coordinator: Miller Legg provided environmental and engineering consulting services for the planning/design of two residential properties encompassing approximately 5.25 acres. The Southwest Ranches site in Broward County was dominated by wetlands. The team conducted pre-application meetings with local and state agencies, as well as providing engineering, survey and environmental tasks necessary to initiate the site development project.		
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City of Coral Springs Municipal Complex Topographical Survey Coral Springs, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If Applicable)</i>
[X] Check if project performed with current firm Survey Party Chief: In preparation for the development of the new City of Coral Springs Municipal Complex, Miller Legg was retained to prepare a topographic survey to incorporate previously surveyed portions of the property to show 50' elevations as well as storm and sanitary sewer inverts.		
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE City of Miramar Forzano Park Improvements Phase I Miramar, FL	PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(If Applicable)</i>
[X] Check if project performed with current firm SUE Coordinator: The City of Miramar improved an existing 13-acre active park to convert sport usage and improve operating conditions. The existing baseball clay infields, outfield and football field grass were removed and modified to provide additional football/soccer field space. Park amenities included volleyball courts and a community center. As a subconsultant to R.J. Behar, Miller Legg provided planning, landscape architecture, irrigation design and topographic survey.		
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Miami Beach South Beach Boardwalk Dune & Tree Survey and GIS Mapping Miami Beach, FL	PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If Applicable)</i>
[X] Check if project performed with current firm SUE Coordinator: Miller Legg updated its previous +/- 1100 LF topographic and Coastal Construction Control Line (CCCL) survey for a FDEP Coastal Construction permit. This was part of the beach boardwalk improvements design project between Lummus Park and South Point Drive in South Beach. The topography included trees and all above ground improvements. Beach transects were established to the Mean Water Line and CCCL and Erosion Control Lines were also established. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. Maps were then created in a GIS program indicating dominant species coverage with related percentages. In addition a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps.		
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE South Florida Water Management District (SFWMD) C-111 Spreader Canal Western Segment Surveying and GIS Florida City, FL	PROFESSIONAL SERVICES 2007	CONSTRUCTION <i>(If Applicable)</i>
[X] Check if project performed with current firm SUE Coordinator: This 10-mile project originally was conceived to divert water flow from several canal systems and to re-establish sheet flow in the area south of Florida City. In this regard, the firm established geodetic GPS survey control for the project, provided transects and profiles and recorded cross sections for the C-111 Canal, Ludlum Slough, and the proposed Spreader Canal. Additional tasks included topographic surveys, bridge detail surveys, utility locations and control for geotechnical borings. Extensive use of air boats and all-terrain vehicles was mandatory to successfully operate in the remote locations. Subsequently, over 900 acres were added to the project and the firm provided topographic surveys at Frog Pond and at a Pumping Station, inlet channel cross sections, and geotechnical locations as well as surveys at seven tree islands. GIS raster surfaces were created to facilitate overland sheetflow modeling along with metadata for all survey information.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) City of Oakland Park Continuing Professional Services for Misc. Projects Oakland Park, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If Applicable)	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Oakland Park	b. POINT OF CONTACT NAME Bryant Johnson	c. POINT OF CONTACT TELEPHONE NUMBER 954-630-4343

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> Miller Legg has been providing a variety of professional services to the City of Oakland Park under this multi-year Continuing Professional Services contract. Services include civil engineering, water/wastewater/stormwater, landscape architecture, surveying and environmental support. Projects have included sidewalk improvements, safe routes to schools, NW 27th Street engineering design for a road closure, and NE 12th Avenue subsurface utility engineering, just to name a few. For the City of Oakland Park NE 12th Ave SUE project, Miller Legg provided subsurface utility engineering (SUE) services in the area of NE 12th Avenue from NE 38th Street south to Oakland Park Boulevard, in order to determine whether there were any utilities under the sidewalk. This project was assigned under the firm's Continuing Services contract with the City. Also, for the Safe Routes to Schools project, Miller Legg was retained to assist the City of Oakland Park in preparing documents required for the Safe Routes to School (SRTS) grant program for the Lloyd Estates Elementary School Sidewalk Improvements project. The firm is preparing a concept plan, typical cross-section and walkability memorandum.	 
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25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
2

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of Oakland Park NE 12th Ave SUE Oakland Park, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	2018	

23. PROJECT OWNER'S INFORMATION

d. PROJECT OWNER City of Oakland Park	e. POINT OF CONTACT NAME Brynt Johnson	f. POINT OF CONTACT TELEPHONE NUMBER 954-630-4343
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Miller Legg provided subsurface utility engineering (SUE) services for the City of Oakland Park in the area of NE 12th Avenue from NE 38th Street south to Oakland Park Boulevard, in order to determine whether there were any utilities under the sidewalk. This project was assigned under the firm's Continuing Services contract with the City.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of Lauderhill Miscellaneous Professional Services Lauderhill, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

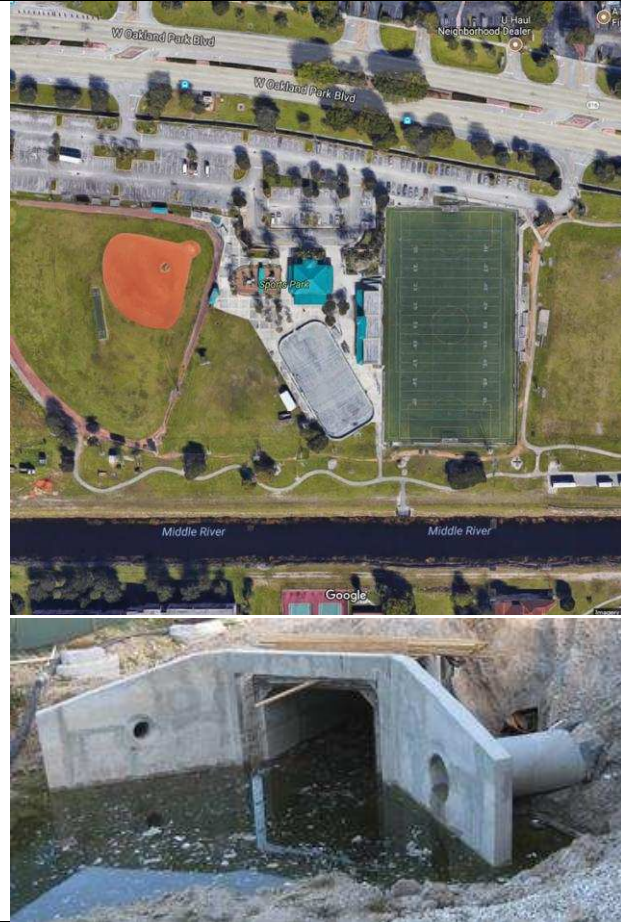
g. PROJECT OWNER City of Lauderhill	h. POINT OF CONTACT NAME Brian Picinic	i. POINT OF CONTACT TELEPHONE NUMBER (954) 572-1478
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Miller Legg is providing a variety of services under this multi-year continuing professional services contract for land development, civil site and drainage systems, as well as landscape architecture services with the City. Services include civil engineering, surveying, planning and landscape architecture.

For the City of Lauderhill NW Quadrant Improvements project, Miller Legg provided site civil engineering, preparation of materials, construction specifications on engineering plans, editing City front end documents and bidding assistance for the proposed construction of a drainage culvert connecting City Canals 28 and 37 crossing 50th Street, and construction of a positive drainage system trunk system on 82nd Avenue with branches on 44th Court through 47th Court discharging into City Canal 27. The firm performed this project under our continuing services contract with the City.

Also, the City of Lauderhill is improving the amenities at the 12-acre Lauderhill Sports Park, including the proposed replacement of natural grass with synthetic turf on the baseball field and cricket pitch, conversion of the playground area wood chip surface to synthetic turf, playground shade and football scoreboard replacement, modifications to portions of the fitness trail and the addition of new fitness trail exercise equipment. Miller Legg is providing civil engineering design, stormwater permitting, landscape architecture, irrigation design, preparation of materials and construction specifications and bidding assistance services.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Miramar Continuing Engineering & Surveying Services Miramar, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

j. PROJECT OWNER City of Miramar	k. POINT OF CONTACT NAME Bissy Vempala	l. POINT OF CONTACT TELEPHONE NUMBER (954) 602-3316
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

(Include scope, size, and cost)

Miller Legg has held continuing engineering services contracts with the City of Miramar for almost 10 years. Over the course of these contracts, Miller Legg has been responsible for numerous miscellaneous engineering and surveying services including the preparation of a roadway master plan, plan review, surveying, traffic studies, and drainage analysis. The current contract for survey services extends to 2021.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
5

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of Homestead Biscayne-Everglades Greenway Trail Homestead, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

m. PROJECT OWNER City of Homestead	n. POINT OF CONTACT NAME Pedro Reynaldos	o. POINT OF CONTACT TELEPHONE NUMBER 305-224-4842
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Among the services Miller Legg is providing for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project are landscape architectural, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services is based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT.

A topographic and tree survey along with SUE services are being delivered. The scope includes engineering design and permitting services for the shared-use trail, associated drainage and roadway pedestrian crossings. A Tree Disposition plan will be prepared. The firm is also carrying out Preliminary Natural Resource and Protected Species Investigations and will prepare documents related to the possible designation of the Project by FDOT as a Documented Categorical Exclusion.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed Miami Beach, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

p. PROJECT OWNER City of Miami Beach	q. POINT OF CONTACT NAME Brian Bellino	r. POINT OF CONTACT TELEPHONE NUMBER (305) 673-7080x6132
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
 (Include scope, size, and cost)

Miller Legg has held continuing service contracts for surveying services with the City of Miami Beach since 2007. A variety of services have been provided including boundary surveys, topographic surveys, as-builts, construction surveys, and mapping.

For the Boardwalk II Topographic Survey project, Miller Legg completed work on a topographic and Coastal Construction Control Line (CCCL) survey to help facilitate the design of improvements to a beach boardwalk located between Lummus Park and South Point Drive in Miami Beach. The survey included beach transects to the Mean Low Water Line, establishment of the Coastal Construction Control and Erosion Control Lines, and location of surface improvements throughout the project area. Work was completed directly for the City under our Miscellaneous Surveying and Mapping Contract.

Also, Miller Legg was retained by the City of Miami Beach to conduct surveys and prepare FEMA elevation certificates for the Historic Buildings classification and Lifting Feasibility Guidelines Study of 444 structures in the Flamingo Park Historical District and 86 structures in the Collins Waterfront Historical District. This work was part of a project to evaluate the City's options for these structures (including elevation, remain in place, demolish, relocate, harden) in preparation for any future sea-level rise. Miller Legg worked in tandem with our structural engineering subconsultant in its structural lifting analysis assignment for this project.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
7

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of Miami Beach Flamingo & Collins Historical Surveying Miami Beach, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

s. PROJECT OWNER City of Miami Beach	t. POINT OF CONTACT NAME Carmen Sanchez	u. POINT OF CONTACT TELEPHONE NUMBER (305) 673-7000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Miller Legg was retained by the City of Miami Beach to conduct surveys and prepare FEMA elevation certificates for the Historic Buildings classification and Lifting Feasibility Guidelines Study of 444 structures in the Flamingo Park Historical District and 86 structures in the Collins Waterfront Historical District. This work is part of a project to evaluate the City's options for these structures (including elevation, remain in place, demolish, relocate, harden) in preparation for any future sea-level rise. Miller Legg worked in tandem with our structural engineering subconsultant in its structural lifting analysis assignment for this project.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Doral Glades Park Boardwalk and Wetland Preserve Doral, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

v. PROJECT OWNER City of Doral	w. POINT OF CONTACT NAME Barbara Hernandez	x. POINT OF CONTACT TELEPHONE NUMBER (305) 593-6600
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
 (Include scope, size, and cost)

Doral Glades Park is a 25-acre recreational facility in the northeast section of the City. Both passive and active elements are featured, including playing fields, community and nature pavilions, fishing pier, walking trail and wetland boardwalk.

Miller Legg provided a boundary and topographic survey and was involved in the design and construction of the wetlands and boardwalk, using GIS and surface water management support. Construction administration services were performed for the boardwalk. This effort included coordination with the City on permit compliance, exotic species removal, native species and maintenance programs; value engineering and design for the boardwalk(s) and pier(s). Miller Legg developed a Wetland Mitigation Plan including GIS maps and habitat evaluation for placement of the boardwalks in ideal locations within the wetland. These Plans captured data from the original permits issued by environmental agencies DERM, SFWMD and USACOE.

Further, Miller Legg prepared construction drawings for the upland boardwalk, pavilion, wetland boardwalk and fishing pier. Finally, the firm was responsible for the preparation of environmental resource permit (ERP) modification applications for boardwalk and planting in wetland areas. Amenities at the park include: kayak launch, fishing pier, lake, playground, picnic areas, boardwalks, a Green Globe Certified (LEED Silver) nature center, bike lanes, basketball courts, tennis courts and multi-use fields.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER
9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
City of West Palm Beach General Engineering Services West Palm Beach, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

y. PROJECT OWNER City of West Palm Beach	z. POINT OF CONTACT NAME Edna Bonelli-Rodriguez	aa. POINT OF CONTACT TELEPHONE NUMBER (561) 494-1157
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Miller Legg holds a multi-year continuing contract for general engineering consulting services with the City of West Palm Beach under which the firm is contracted to render civil, roadway, stormwater and wastewater, environmental and surveying services for City projects.

For the Congress Avenue Water Main Relocation project completed under this General Engineering Services contract, Miller Legg provided civil engineering, construction administration and surveying services for the City of West Palm Beach for the design and general contractor assistance of a water main relocation project on Congress Avenue at the City's "F" Canal. Relocation of the existing 10" water main was required to accommodate a Palm Beach County (County) Roadway Improvement project, which includes replacement of the existing Congress Avenue "F" Canal Bridge with a double 66" RCP culvert system.

Also, for the Omar Road Improvements project, Miller Legg provided surveying and engineering services associated with analysis of the existing drainage system from Omar Road north along Parker Avenue and west to Belvedere Road and I-95. This road experiences significant flooding during short duration high intensity storm events. Along with our surveying and geotechnical team members, the firm evaluated contributing factors, provided potential mitigation solutions and an opinion of probable costs for such prospective alternatives. This project is being completed under the firm's multi-year General Engineering Services contract.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION <i>(City & State)</i> Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City & State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City & State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City & State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City & State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City & State)</i>	(3) ROLE

STANDARD FORM 330 (1/2004)

MILLER LEGG

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)	22. YEAR COMPLETED	
School Board of Broward County (SBBC) Surveying Services Broward County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

23. PROJECT OWNER'S INFORMATION

bb. PROJECT OWNER School Board of Broward County (SBBC)	cc. POINT OF CONTACT NAME Shelley Meloni	dd. POINT OF CONTACT TELEPHONE NUMBER (754) 321-1515
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

In conjunction with the School Board of Broward County, provided surveying services on more than 50 school sites in Broward County over the past 17 years. The services for these projects have included: architectural design surveys, construction layout, including buildings, Subsurface Utility Engineering (SUE), parking and driveways, as-built surveys, boundary, horizontal and vertical control, topographic, as-built surveys, right-of-way surveys for signalization design, and preparation of legal descriptions.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miller Legg	(2) FIRM LOCATION (City & State) Ft. Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City & State)	(3) ROLE

H. ADDITIONAL INFORMATION

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

Miller Legg is a statewide award-winning consulting firm that brings together the elements of engineering, planning, landscape architecture and urban design, surveying, environmental wetlands consulting, and geographic information systems services. Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include transportation, municipal and county government, healthcare, education, federal and international. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry.

The firm has completed numerous municipal, county, state and federal projects ranging from neighborhood improvement and redevelopment projects, educational facilities site planning, cemeteries, neighborhood parks and golf course designs to aviation facilities, complete streets projects, regional water and sewer utilities, streetscapes, and streets and highways.

Our approach to each project is best characterized by a "partnering relationship". We dedicate ourselves to learning the culture of our clients, and their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in planning and design.

3 – Fully-equipped Survey Vehicles
 2 – Leica Total Stations
 1 – Nikon Total Station
 1 – Sokkia Total Station
 1 – Topcon Total Station
 7 – Digital Levels
 5 – Data Collectors
 Numerous Tripods, Bipods, Fixed-Height Rods
 Numerous Tribrachs and Prism configurations
 Numerous Survey Prism Rods
 Numerous Survey Level and Invar Rods

Miscellaneous Survey Equipment:

Hammers and Sledge Hammers
 Shovels
 Post-Hole Diggers
 Machetes
 Metal Locators
 Safety Cones
 Survey Safety Signs
 Numerous Marine Radios

Off-Road / Water Transportation:

1 – 12' – Jon Boat with motor and Safety Equipment
 1 – Kayak and Safety Equipment

GPS Equipment:

3 – Trimble R6 GNSS Internal GPS Antenna / Receiver
 1 – Trimble R8 GNSS Internal GPS Antenna / Receiver
 4 – Trimble Access Controllers for GPS Units
 Numerous 2m GPS Carbon Fiber Fixed-Height Rods with Bipods

GIS Equipment:

2 – Trimble 6000 Series GeoXH Handheld Decimeter GPS Mapping Units with Radio Modem and Bluetooth / WiFi Capability
 3 – Trimble Model 2 Zephyr Antennas with 2m GPS Carbon Fiber Fixed-Height Rods and Bipods
 2 – Laser Technology TruPulse Laser Units

Subsurface Utility Engineering, (SUE):

1 – Radiodetection Electromagnetic Underground Utility Locator, (i.e. "Wand"), with 10-Watt Transmitter
 1 – Vivax Metrotech Electromagnetic Underground Utility Locator, (i.e. "Wand"), with 10-Watt Transmitter
 1 – Radiodetection RD500 Utility Locator for Plastic Pipes
 2 – MALA Easy Locator HDR, (High Dynamic Range), Ground Penetrating Radar, (GPR), Units with All-Terrain Carts

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

11/12/2019

33. NAME AND TITLE

Michael Kroll, RLA, FASLA, Principal-in-Charge

ARCHITECT – ENGINEER QUALIFICATIONS1. SOLICITATION NUMBER *(If any)*
RFQ #PSEN-19-09**PART II – GENERAL QUALIFICATIONS***(If a firm has branch offices, complete for each specific branch office seeking work.)*

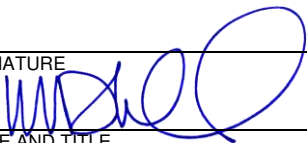
2a. FIRM (OR BRANCH OFFICE) NAME Miller Legg			3. YEAR ESTABLISHED 1965	4. DUNS NUMBER 038700035
2b. STREET 5747 N Andrews Way			5. OWNERSHIP	
2c. CITY Ft. Lauderdale			a. TYPE Corporate	
2d. STATE FL		2e. ZIP CODE 33309-2364	b. SMALL BUSINESS STATUS Yes	
6a. POINT OF CONTACT NAME AND TITLE Michael Kroll, RLA, FASLA, Principal-in-Charge			7. NAME OF FIRM <i>(If block 2a is a branch office)</i>	
6b. TELEPHONE NUMBER (954) 628-3651		6c. E-MAIL ADDRESS mkroll@millerlegg.com		
8a. FORMER FIRM NAME(S) <i>(If any)</i>			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
02	Administrative	13	12	C02	Cemeteries (Planning & Relocation)	5
07	Biologist	4	4	C06	Churches; Chapels	2
08	CADD Technician	4	4	C10	Commercial Building; (low rise); Shopping	2
12	Civil Engineers	7	4	C14	Conservation and Resource Management	4
14	Computer Programmer	1	1	E01	Ecological & Archeological Investigations	4
16	Construction Manager	0	0	E02	Educational Facilities; Classrooms	4
19	Ecologists	1	1	H07	Highways; Streets; Airfield Paving; Parking	2
21	Electrical Engineers	0	0	H09	Hospitals & Medical Facilities	3
23	Environmental Engineer	0	0	H11	Housing (Residential, Multifamily,	6
50	Environmental Risk Assessor	0	0	I06	Irrigation; Drainage	2
24	Environmental Scientist	2	2	L01	Laboratories; Medical Research Facilities	2
29	GIS Specialist	0	0	L03	Landscape Architecture	5
39b	Irrigation Designer	0	0	P04	Pipelines (Cross-country--Liquid & Gas)	2
38	Land Surveyor	2	2	P05	Planning (Community; Regional; Areawide &	3
38a	Survey Crew Members	10	5	P06	Planning (Site, Installation and Project)	3
39	Landscape Architects	4	3	R04	Recreational Facilities (Parks; Marinas; ect.)	4
39a	Landscape Designers	3	3	S04	Sewage Collection, Treatment & Disposal	5
47	Planners: Urban/Regional	1	1	S13	Stormwater Handling & Facilities	5
51	Safety/Occupational Health	0	0	S10	Surveying; Platting; Mapping; Flood Plain	2
60	Transportation Engineers	0	0	T03	Traffic & Transportation Engineering	2
	Other Employees	1	0	U02	Urban Renewals; Community Development	4
Total		53	42	W03	Water Supply; Treatment and Distribution	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	4	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	6	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 11/12/2019
c. NAME AND TITLE Michael Kroll, RLA, FASLA, Principal-in-Charge	

Use of Minority Business Firms

Although Miller Legg is not a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act, we are a Federal Small Business, as well as certified Small Business by the Florida Department of Transportation, South Florida Water Management District and Miami-Dade County.

As part of Miller Legg's Affirmative Action Plan, there is an established commitment to utilize minority and women-owned companies in the normal course of our business, which includes Small Disadvantaged Business Enterprises (SDBEs) as subconsultants, and as suppliers of goods and services. More than 57% of our own staff includes minorities and women. The company maintains an extensive list of teaming partners, including minority-owned businesses in Broward, Miami-Dade and Palm Beach Counties. We often exceed required goals and provide subconsultant diversity monitoring reports to regulatory agencies as required.

Miller Legg teams or has teamed with the following minority-owned businesses in Miami-Dade, Broward & Palm Beach Counties:

Black-owned businesses

Brown & Phillips, Inc. (Surveying) – Palm Beach
 Dickey Consulting Services, Inc. (Public/Government Relations) - Broward
 EAC Consulting, Inc. (Engineering) – Miami-Dade & Broward
 Gator Engineering, Inc. (Engineering) – Broward
 EBS Engineering (Engineering) – Miami-Dade

Hispanic-owned businesses

BCC Engineering, Inc. (Engineering) – Miami Dade
 Basulto Management Consultants (Engineering) – Broward County
 Bolton Perez & Associates (Engineering) – Miami Dade
 Borrelli & Partners (Architecture) – Miami-Dade
 Delta G Consulting Engineering, Inc. (Structural Engineering) – Broward
 Milian Swain & Associates (Engineering) – Miami-Dade
 Ocampo & Associates, Inc. (Architecture) – Broward
 R.J. Behar & Company, Inc. (Engineering) – Miami-Dade & Broward
 Tierra Florida, Inc. (Geotechnical Engineering) – Palm Beach
 CES Consultants, Inc. (Engineering) – Miami-Dade
 CH Perez & Associates (Engineering & Traffic) – Miami-Dade
 AES Engineering, Inc. (Engineering) – Miami-Dade
 A&P Consulting Transportation Engineers (Engineering) – Miami-Dade
 ATEC Transportation (Engineering) – Miami-Dade
 Pevida Highway Designers (Engineering) – Miami-Dade

Woman-owned businesses

Southern Resource Mapping (Mapping/Photogrammetry) – Miami-Dade
 Holland Engineering (Engineering) - Broward
 Garth Business Solutions (Community Outreach) - Broward
 Nova Consulting, Inc. (Engineering) – Broward
 Masuen Consulting (Irrigation) - Broward
 Ross Engineering (Engineering) – Broward
 AirQuest Environmental (Environmental) – Broward



Understanding and Approach to the Work

Miller Legg is pleased to submit our understanding and approach for this Continuing Contract to provide Land Surveying Services for the City of Pembroke Pines. Our Approach is based on more than five decades of surveying experience working in Broward County on a variety of projects, as well as numerous projects for other municipalities.

PROJECT MANAGEMENT

Our Team's **Project Manager, Karen Lynch, PSM, has more than 40 years of experience** of surveying and subsurface utility engineering experience and has been involved in numerous project assignments generated under continuing services contracts similar to that for the City of Pembroke Pines. Karen's project management and technical experience and knowledge of projects in South Florida is unmatched.

As you will see in our Organizational Chart, the Miller Legg Team includes staff with extensive municipal and public sector experience in South Florida. **Martin Rossi, PSM, will serve as Senior Surveyor/Quality Control.** Marty has more than 40 years of surveying experience, working on projects ranging from complex new construction and roadways, construction and governmental agency projects to simple utility designates and partial topographic surveys.

APPROACH

Miller Legg is contacted by the City of Pembroke Pines Project Manager or Authorized Representative and obtains information about an upcoming project. Miller Legg discusses the specifics of the project and asks any questions that immediately come to mind in an effort to prepare a specific and accurate project scope of services and a reasonable fee estimate. As the scope and fee are being prepared, Miller Legg performs research which includes, but is not limited to prior surveys or documents in the possession of Miller Legg, section corner, horizontal and vertical control, and prior survey information prepared by others – all to assist in putting together a complete scope that will meet the needs of the City of Pembroke Pines. As the scope is being prepared, Miller Legg will address any specific questions that may arise with the City due to the document research and scope preparation. Once the scope is finalized and the specific tasks to be performed are detailed, an appropriate fee is established. This fee will be a fair and equitable estimate of the time needed to complete the tasks.



Once the scope of services and fee are finalized, they are submitted to the City of Pembroke Pines for review and to answer any questions that may arise. Upon a review of these by the City, and following any negotiations that may need to occur, an Authorization to Proceed is issued allowing work to commence on the project.



Upon receipt of an Authorization to Proceed, Miller Legg will begin the project. This will begin with a Kick-Off Meeting with all of the Team members to review the finalized scope of services, project schedule and tasks to be performed / completed by each Team member.

Upon completion of the Kick-Off Meeting, office activities will begin including the preliminary investigation and gathering of documentation related to survey services to be performed. This will

Understanding and Approach to the Work

include plats, maps, section corner information, horizontal and vertical control, prior surveys / notes, etc., which will be provided to both the field personnel and the office staff assigned to this project. At this Kick-Off Meeting, project milestones are established based on the project tasks and schedule.

The field activities will be closely monitored by the designated office staff Team member to ensure tasks are completed entirely and accurately. Field notes will be kept daily and they will describe/detail the survey services completed during each field day. The field notes will be reviewed daily by Martin Rossi PSM, Senior Surveyor/Quality Control, as an additional Quality Control/Quality Assurance (QA/QC) check as to the correctness of the information being gathered daily. As field tasks are completed, office activities will begin so both field and office activities run concurrently. We have found this method allows Team members to be continually informed of daily services provided and the information obtained. It allows us to check, update, review, and revise any information gathered that either is in question or does not meet the acceptable standard of care and accuracy that Miller Legg demands. Each piece of information gathered is a piece of the project puzzle; Miller Legg will ensure that each piece is completed professionally, accurately and timely and meets the agreed upon scope of services.

SAFETY

Safety is of the utmost concern at Miller Legg, and our methods, procedures and equipment all lend themselves to a **safety-first mentality** – which includes both Miller Legg personnel and the public at large. Our automated / digital survey equipment lends itself to this capability. We have a strong commitment to safety and we structure our project scheduling with that in consideration.

DRAFT DELIVERABLE SCHEDULING AND REVIEW

The draft deliverable may range from a partial topographic survey to a complex boundary survey, but all should contain the pertinent information and data to make the deliverable complete. Miller Legg schedules necessary time to allow all stakeholders to have an opportunity to comment on the draft deliverable and internal QC/review of deliverables.



FINAL DELIVERABLE SCHEDULING AND REVIEW

In some cases, the deliverable may need to be submitted to the City of Pembroke Pines, outside agencies or other professionals as “draft” for review comments before the final deliverable is issued. After incorporating the City’s comments, the final deliverable is issued for release.

POST PROJECT DEBRIEFING / PROJECT CLOSEOUT

After submitting the final deliverable to the City of Pembroke Pines, Karen, as Project Manager, will schedule a post-project debriefing session with the project Team. The debriefing session considers all stages and all aspects of the project, such as:

- Individual and subcontractor performance
- Technical difficulties and their resolution
- Regulatory and outside interfaces
- Lessons learned
- Modifications needed
- Budgetary considerations

Understanding and Approach to the Work

- Invoicing issues
- Accounts receivable and profit/loss issues
- Scheduling issues
- Most particularly, individual and collective assessment / evaluation of the project implementation process and recommendations.

Ms. Lynch will share the City's comments with the project Team. The Project Manager seeks to get the City's final assessment in writing, as this may be useful in other projects as well as evaluating the project performance and the project Team. This session closes out the project.

COMMUNICATION & REPORTING

Communication and the ability to establish efficient coordination between the City of Pembroke Pines and the Miller Legg Team will remain key to successful execution of projects anticipated under this Land Surveying Services contract. Ms. Lynch will utilize formal submittals of documents, face-to-face, telephone and email communication as appropriate for the type of issue to be communicated during the span of a project.



FAST TRACK / EXPEDITED TASKS

Our mission is to always act with a firm commitment to fast and friendly service and to maintain our reputation for dependability and reliable results. We understand the City's need to fast track or expedite certain projects and approach each assignment with an understanding of your need to maintain timelines and accurate results. The members of our professional Team will be made available, at all times, to contribute to the required tasks and will devote the necessary time needed to complete the City of Pembroke Pines' projects on time and within budget. Our staff will work extended hours as necessary to expedite emergency work assignments and keep tasks on schedule.

WHY SELECT MILLER LEGG FOR YOUR LAND SURVEYING SERVICES

Key reasons why Miller Legg is the most effective and beneficial firm for the City of Pembroke Pines Land Surveying Services contract:

- ☞ As Miller Legg has been in business for more than 54 years, we have thousands of original surveys accessible to the City.
- ☞ We have an experienced and knowledgeable Team of project surveyors, survey specialists, CAD technicians, and survey crew members that have worked cohesively together for dozens of years.
- ☞ As shown in our qualifications, our Team has successfully collaborated with numerous municipalities throughout Broward County providing these exact types of surveys – as-builts, boundary, construction layout, control, quantity, topographic, specific purpose, ALTA/ACSM, location, site planning, hydrographic and bathymetric, geodetic, wetlands delineation and locations, as well as subsurface utility engineering (SUE).

Willingness to Meet Time & Budget Requirements

Miller Legg commits to the continuous availability of resources required to complete each task in accordance with the terms of the contract and project schedule – starting in fall 2019 and ending in 5 years. Our Miller Legg Team has the resources and experience to successfully undertake each task in a timely and cost-effective manner and achieve the expected outcome. The members of our professional Team will be made available, at all times, to contribute to the required tasks and will devote the necessary time needed to complete the project on time and within budget. Our staff will work extended hours as necessary to expedite emergency work assignments and keep tasks on schedule.



We realize that proper communication of expectations and progress throughout the life of each contract is the cornerstone to building trust. At the commencement of each task order, Miller Legg will provide the City of Pembroke Pines with contact information for key personnel, including telephone numbers, cellular phone numbers and email addresses to allow the best possible access to the team members performing the work.

Commitment/ Scheduling

As mentioned in our Approach to the Work, a kickoff meeting will be held upon notification to proceed to ensure a thorough response. At that meeting, the task work order, work scope, schedule, and budget will be discussed with the City. Miller Legg will then prepare a detailed scope and the associated staff hours needed to meet the schedule to complete the task work order. This scope of services and schedule will be provided to the City for review and approval. Upon reaching a common understanding of these key issues, Miller Legg will assemble the most appropriate team members to carry out these tasks. Upon the City's approval, Miller Legg can execute the work order electronically or come to the City's office to execute the task work order.

Budget

The survey budget is a critical element that needs to be adhered to. Through close communication with the City Project Manager and staff prior to finalization of a work order, a clear understanding of the project's budget, schedule and scope is defined by both the Miller Legg and the City Teams. By having this clear understanding and specifically defined scope of services, Miller Legg is able to develop a fee that is adequate and will not need to be modified to carry out the specific scope of work for the task work order. This clear scope of work also allows Miller Legg to provide the City of Pembroke Pines with a very specific schedule establishing deliverable milestones. Periodic project reporting is utilized in order to insure that these milestones are met and that the project is on schedule and within budget.

Current and Projected Workloads

As shown in our Organization Chart, Miller Legg has the depth of staff in our surveying and mapping Team to meet your needs of this Land Surveying Services contract. Below is our list of Recent, Current and Projected Workloads.

RECENT	Percent Complete
City of Pembroke Pines NW 196 Avenue North of Taft Street Surveys	100%
City of Pembroke Pines NW 129 Avenue Sketch & Legal Description	100%
City of Pembroke Pines Steven L. Josias Dog Park Survey & SUE	100%
City of Oakland Park Cherry Creek Surveying	100%
Fort Lauderdale CRA/City of Fort Lauderdale Las Olas Boulevard CM at Risk – Construction Surveys	100%
City of Miami West End Park Boundary, Topographic and SUE Services	100%
City of Miami Coral Way Park Expansion and Enhancements Survey Updates	100%
School Board of Broward County Miramar High School Topographic Surveys	100%
School Board of Broward County Coral Park and Riverside Elementary Schools Topographic Surveys	100%
FAU Boca Raton Campus Student Housing SUE Services	100%
FAU Jupiter Campus Student Housing Services	100%
Miami-Dade County GPR Memorial Highway	100%
Miami-Dade County Kendall Soccer Park Topographic Survey	100%
FDOT Broward Operations Center Surveying	100%
CURRENT	
City of Oakland Park Park Place Surveying	70%
City of Weston Community Center	75%
City of Homestead Biscayne Everglades Trail / C-103 Canal	75%
School Board of Broward County Northeast High School Surveys	50%
City of Miami Brickell Avenue Topographic and SUE Services	75%
Seminole Tribe – Seminole Housing Plat	20%
Miami-Dade County Alcoa Lakes Park	70%
PROJECTED	
City of Hollywood Downtown CRA Multiple Intersections	
SBBC Nova High School Overall Campus Survey	
City of Pembroke Pines Continuing Services Contract	
Titan America Tarmac Plant Surveying	
City of Miami Intersection Topographic Surveys	
Miami-Dade County WASD	
Lauderdale-by-the-Sea Right of Way Surveying	
City of Miramar Professional Services Continuing Contract	
City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed	
School Board of Broward County Surveying Services Continuing Contract	



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSEN-19-09 titled “Land Surveying Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:COMPANY: STREET ADDRESS: CITY, STATE & ZIP CODE: **PRIMARY CONTACT FOR THE PROJECT:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: **AUTHORIZED APPROVER:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Title Page	Yes ☒
Letter of Interest	Yes ☒
Standard Form 330 (Parts I and II)	Yes ☒
Certified Minority Business Enterprise Certification	Yes ☐ N/A ☒
Firm’s Understanding and Approach to the Work	Yes ☒
Willingness to meet time and budget requirements	Yes ☒
Recent, current, and projected workloads of the firm	Yes ☒
Attachment A - Contact Information Form	Yes ☒
Attachment B - Non-Collusive Affidavit	Yes ☒
Attachment C - Proposer’s Completed Qualification Statement	Yes ☒
Attachment F - References Form	Yes ☒
Professional Registration Certificates	Yes ☒

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☒
Form W-9 (Rev. October 2018)	Yes ☒
Sworn Statement on Public Entity Crimes Form	Yes ☒
Local Vendor Preference Certification	Yes ☒
Local Business Tax Receipts	Yes ☒
Veteran Owned Small Business Preference Certification	Yes ☒
Equal Benefits Certification Form	Yes ☒
Vendor Drug-Free Workplace Certification Form	Yes ☒
Scrutinized Company Certification	Yes ☒



City of Pembroke Pines

Attachment B

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



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Miller Legg & Associates, Inc.
5747 N. Andrews Way
Fort Lauderdale, FL 33309

PROPOSER'S License Number: LB 6680

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business 54

State the number of years your firm has been in business under your present business name 24

State the number of years your firm has been in business in the work specific to this solicitation:

54

Names and titles of all officers, partners or individuals doing business under trade name:

Michael Kroll, RLA, FASLA
Dylan Larson, PWS, CEP
Leslie Hernandez, CPA
Martin Rossi, PSM

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

Robert H. Miller & Associates, Inc. - Civil Engineering Services
R.P. Legg & Associates, Inc. - Surveying Services

At what address was that business located?

1800 N. Douglas Road
Pembroke Pines, FL 33024

	6
--	---

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A	5
	6

Have you ever failed to complete work awarded to you. If so, when, where and why?

No	5
	6

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

N/A

Will you subcontract any part of this WORK? If so, give 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).

No	5
	6

The foregoing 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.

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	5
	6

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	5
	6

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.

See Attached

5

6

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

5

6

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes

5

6

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

5

6

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

See Attached

5

6

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 shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Miller Legg & Associates, Inc.

(Company Name)



(Printed Name/Signature)

Michael D. Kroll, RLA, FASLA

Attachment C: Liability Claims

List all liability claims for the past 10 years.

Claimant	Project Name	Case No.	Description	Status
The Neighborhood Association, Inc. Great Bay Condominium Owners Association, Inc. vs. Miller Legg & Associates, Inc., et al.	Great Bay Condo Association	Superior Court of the Virgin Islands Division of St. Thomas and St. Croix Civil No. ST-12-CV)	July 2012 – Complaint for negligent design; breach of implied warranty of professional services; breach of implied warranty of habitability; negligent misrepresentation; and breach of non-delegable duty of care. Case settled.	Resolved
St. Lucie County vs. Miller Legg	Verada Ditch Restoration	Broward County 562013CA002546	August 2012 - Notice of Claim of Construction Design Defects served. Case settled.	Resolved
City of Lauderdale Lakes vs. Miller Legg	C-13 Canal Greenway	Broward County 13-05653	February 2013 – Complaint for alleged breach of contract, negligent design and indemnification for a pedestrian bridge, greenway and trail along a canal. Case settled.	Resolved
Healthcare District of Palm Beach County v. Miller Legg & Associates, Inc.	Lakeside Medical Facility	Palm Beach County 2013CA012963	April 2013 – Notice of Claim for design and construction defects relating to the perimeter road of the Project.	Currently in mediation
Seaside Landing, LLC v MLA, Jon Walls, Randy Cohen, Tim Ziegler & Dylan Larson	Seaside Landings Development in Flagler County	Flagler County 2017 CA 000314	May 17, 2017 –Complaint for alleged breach of contract, professional negligence and fraud.	Resolved
Monarch Lakes Property Owners Association, Inc. v. Miller Legg Associates, Inc.	Monarch Lakes	Broward County 08-008400(09)	October 2010 – Complaint of drainage system defects and deficiencies	Discovery Phase. Awaiting mediation hearing reschedule date.

Attachment C: Local Continuing Contract Experience Last 3 Years

As shown throughout our Qualifications Package, Miller Legg has extensive local project experience working with numerous agencies under Continuing Services Contracts that included Surveying and SUE services. Here is a representative sampling of projects and contracts during the last 3 years.

Continuing Contracts
City of Pembroke Pines
City of Pembroke Pines NW 196 Avenue North of Taft Street Surveys
City of Pembroke Pines NW 129 Avenue Sketch & Legal Description
City of Pembroke Pines Steven L. Josias Dog Park Survey & SUE
City of Oakland Park
City of Oakland Park Cherry Creek Surveying
City of Oakland Park NE 12 th Street SUE Services
City of Oakland Park Park Place Surveying
City of Miami
City of Miami West End Park Boundary, Topographic and SUE Services
City of Miami Coral Way Park Expansion and Enhancements Survey Updates
City of Miami Brickell Avenue Topographic and SUE Services
City of Miramar Professional Services Continuing Contract
City of Miramar Island Drive Topographic Survey
City of Miami Beach Citywide Surveying Topographical and Mapping Services As Needed
City of Miami Beach Flamingo & Collins Historical Surveying
School Board of Broward County Open End Surveying Consulting
School Board of Broward County Miramar High School Topographic Surveys
School Board of Broward County Coral Park and Riverside Elementary Schools Topographic Surveys
School Board of Broward County Northeast High School Surveys
School Board of Broward County Nova High School Boundary & Topographic Survey (campus-wide)
FAU
FAU Boca Raton Campus Student Housing SUE Services
FAU Jupiter Campus Student Housing SUE Services
Miami-Dade County Public Works Misc General Land and Engineering Surveying
Miami-Dade County GPR Memorial Highway
Miami-Dade County Kendall Soccer Park Topographic Survey
Miami-Dade County Alcoa Lakes Park
Miami-Dade County Equitable Distribution Program (EDP)
MD Sabal Chase Park
MD South Dade Park
Devon Aire Park Playground Surveying

Attachment C: Local Continuing Contract Experience Last 3 Years

Seminole Tribe of Florida (Professional Engineering Services for Misc Projects)
Seminole Tribe Seminole Housing Plat
Seminole Tribe Big Cypress Reservation Rodeo Stormwater & Forestry
Seminole Tribe Brighton Reservation Fiber Optic SUE Services
City of West Palm Beach
City of West Palm Beach 32nd/33rd St. Water Main Improvements
City of West Palm Beach WPB Omar Road Improvements
City of West Palm Beach Congress Avenue Water Main Relocation

Attachment D: Insurance Certificates

ACORD™

Client#: 64012

MILLEGG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident & Indemnity Company	
		INSURER B: Sentinel Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

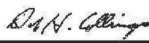
COVERAGES **CERTIFICATE NUMBER: 19-20** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			20SBUBU0728	11/01/2019	11/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGNM2047	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000			20SBUBU0728	11/01/2019	11/01/2020	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Proposal Purposes

CERTIFICATE HOLDER Miller, Legg & Associates, Inc. 5747 N. Andrews Way Ft. Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S1846789/M1778301

KTRU1

Attachment D: Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	CONTACT NAME: Brian R Hadar	
	PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899
	E-MAIL ADDRESS: certificate@mclaughlinbrunson.com	
INSURED Miller, Legg & Associates, Inc. 5747 N. Andrews Way Fort Lauderdale FL 33309	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Insurance Company	NAIC # 32603
	INSURER B: Phoenix Insurance Company	25623
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 48480037

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB6N223779	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		AEC-9030102-00	2/21/2019	2/21/2020	Per Claim/ Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

Master Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian Hadar

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ACORD 25 (2016/03)

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48480037 | 19/20 WC/PL | Joy Carlson | 5/2/2019 11:56:18 AM (EDT) | Page 1 of 1

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible:
Contract Type: The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project:

5

6

Nature of the firm's responsibility on the project:

5

6

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible:

5

6

Contract Type: The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project:

Olsen Middle School 330 SE 11th Terrace Dania Beach, FL 33004	5 6
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Nature of the firm's responsibility on the project:

Boundary, Topographic and Subsurface Utility Engineering (SUE) Surveys	5 6
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Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible:

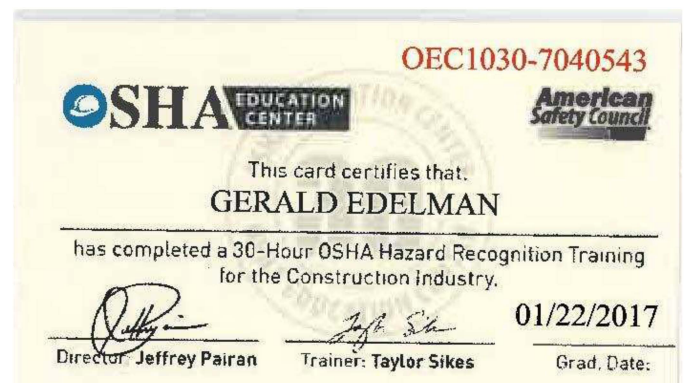
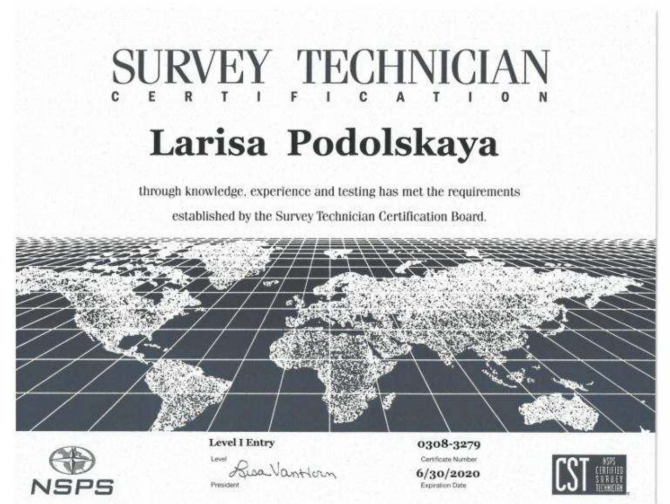
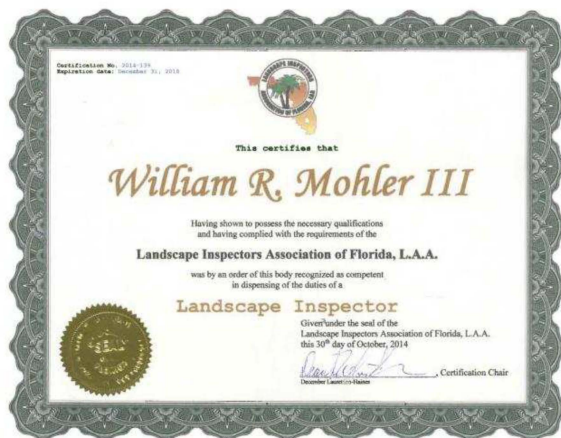
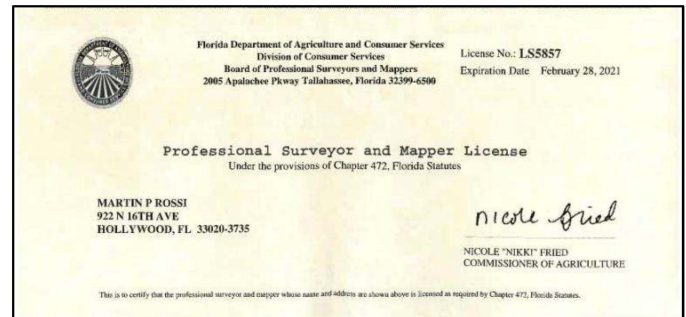
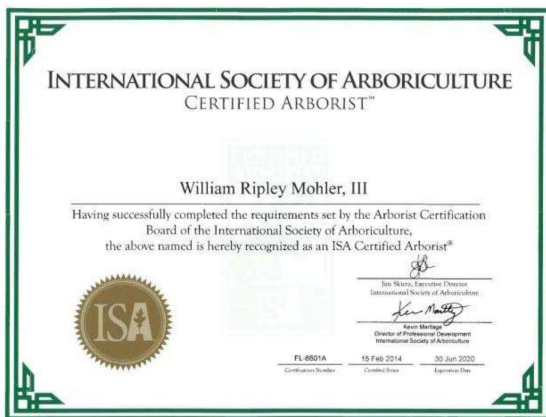
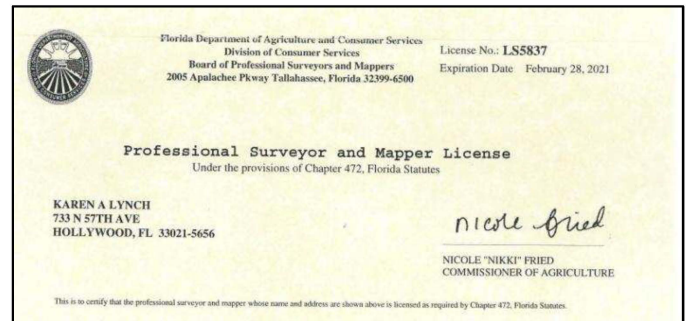
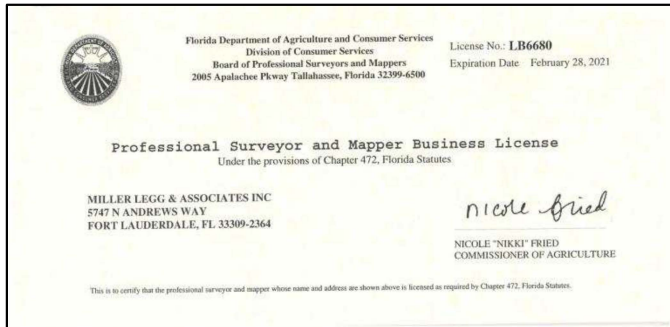
Martin Rossi, PSM Boundary, Topographic and SUE Surveys	5 6
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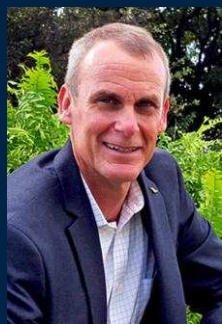
Contract Type:

The results/deliverables of the project:

6

Miller Legg Professional Registration Certificates





Michael Kroll, RLA, FASLA

Principal-in-Charge

Years of Experience: 32

Registrations & Certifications:

Registered Landscape Architect, FL, 1989

Registered Landscape Architect, TX, 2009

Fellow American Society of Landscape Architects, 2014

Education:

*Bachelor of Landscape Architecture, Landscape Architecture
University of Florida, 1986*

*Graduate Studies, Urban and Regional Planning
Florida State University, 1989*

Publications & Presentations:

*American Society of Landscape Architects, Broward Section,
Habitat Restoration, October 1995*

*Builders Association of South Florida, Environmental Issues &
Development, 1999, Lecturer*

*Florida Educational Facilities Planners' Association, Inc.,
Making Connections: Benefits of On-Campus Mass Transit
Elements, July 2014, Presenter/Speaker*

*Florida Engineering Society, Environmental Design & Habitat
Restoration, April 1995, Lecturer*

*Florida Planning and Zoning Association, Public Private
Partnerships, June 2007, Presenter/Speaker*

*University of Florida School of Architecture, Where the
Water Meets the Land, September 1996, Guest Lecturer*

Professional & Civic Activities:

Fellow, American Society of Landscape Architects

*Past Member, American Society of Landscape Architects,
Florida Executive Committee*

*Vice Chair, Broward County Bicycle & Pedestrian Advisory
Committee*

Member, Broward Section, American Planning Association

*Past Chair, Broward Section, American Society of Landscape
Architects*

Member, Florida Board of Landscape Architecture, 2013-2016

*Member, Florida Earth Foundation, Engineering Advisory
Committee, 2004-present*

Member, Florida Recreation and Park Association

Member, Florida Redevelopment Association

*Recipient, UF Distinguished Landscape Architect Alumnus
Award, 2013*

Member, Urban Land Institute

Professional Experience:

Mr. Kroll, President of Miller Legg, has been actively involved in projects ranging from large scale habitat restoration to international urban redevelopment projects. His 30+-year career has concentrated on planning, infrastructure, open space, transportation and redevelopment, principally in South Florida. Mr. Kroll's diverse professional experience has led to projects that successfully integrate environmental, planning and landscape architectural services. Under his leadership, Miller Legg develops project solutions that respond to the natural environment, respect the social fabric and create sustainable aesthetic spaces.

Relevant Project Experience:

City of Oakland Park NE 12th

Avenue SUE - Miller Legg provided subsurface utility engineering (SUE) services for the City of Oakland Park in the area of NE 12th Avenue from NE 38th Street south to Oakland Park Boulevard, in order to determine whether there were any utilities under the sidewalk. This project was assigned under the firm's Continuing Services contract with the City.

Miramar Continuing Engineering

Services - Miller Legg has held continuing engineering services contracts with the City of Miramar for almost 10 years. Over the course of these contracts, Miller Legg has been responsible for numerous miscellaneous engineering services including the preparation of a roadway master plan, plan review, surveying, traffic studies, and drainage analysis. The current contract for survey services extends to 2021.

City of Weston C-II Canal Trail -

This 1.5 mile project consisted of a pedestrian trail and an equestrian trail that run within the South Florida Water Management District's (SFWMD) right-of-way for the C-II Canal. The trail

system links the City of Weston to the existing extensive trail system within the adjacent Town of Davie. Extensive negotiations and coordination between the City and SFWMD were required to facilitate the design and use of this public green space. This linear park serves as a transition between Weston's residential communities and the Griffin Road corridor. Key design elements of this trails project included the development of overstory canopy, right-of-way drainage, and segregated use areas for pedestrian and equestrian users. Services provided included landscape architecture, planning, engineering, and permit coordination.

City of Lauderhill Miscellaneous

Professional Services - Miller Legg is providing a variety of services under this multi-year continuing professional services contract for land development, civil site and drainage systems, as well as landscape architecture services with the City. Services include civil engineering, planning and landscape architecture.

City of Coconut Creek Copans Road from Hammock Blvd. to

Florida's Turnpike - Miller Legg was a prime consultant for design development of the medians within this 1.6-mile roadway corridor in conjunction with a City beautification enhancement project and provided sustainable landscape architecture, hardscape, irrigation, traffic control and surveying services.

City of Coral Springs Fire Station

80 Survey - A topographical survey was required in association with a Fire Station 80 restoration project in Coral Springs in order to replace a concrete accessway into the building. Miller Legg was retained by the City to perform this service.

City of Coral Springs Municipal

Complex Survey - Under the firm's continuing services contract with the City of Coral Springs, Miller Legg performed multiple surveying services in

association with the development of the City's new municipal complex. The survey services included boundary and topographic surveys, tree inventory as well as utility locations, soils boring and exfiltration test location stake-outs. Additional survey work delivered included sketch and descriptions for existing easements and canal rights-of-ways.

Coral Springs Municipal Complex Survey Revisions

- Miller Legg was heavily involved throughout the design and construction of the Coral Springs Municipal Complex. The firm completed various survey assignments in the process, and finally performed as-builts, stakeouts and other survey work associated with the flat work on the site, such as pavers, sidewalks, paving and benches.

City of Pembroke Pines D/B Taft Street Improvements

- Miller Legg was on the RJ Behar team for this Taft Street Design Build project for the City of Pembroke Pines. The firm's scope of services was landscape architectural design and post design services and included the development of design and contract documents including plans and specifications. Support during the construction phase with Requests for Information and contractor submittals was also provided.

City of Pembroke Pines Streetscape Design Guidelines

- Miller Legg worked on the City of Pembroke Pines City Wide Streetscape Master Plan which included the creation of context sensitive design guidelines for the roadway corridors throughout the City including accommodations for mobility. This Master Plan looked at both the corridor segment and intersection component. Corridor segment components included: median plantings, 'Side of Road' (along the right-of-way or street edge) plantings, street trees and specialty plantings. Intersection segment components included: Median nose treatments, crosswalks, expanded pedestrian plazas at the corners, specialty items and icons. Components also included some specialty 'Threshold' Plantings, if there was adequate space.

Residential streets included 'Family Ways'. These streets are intra-neighborhood linkages with improvements designed to enhance alternative modes of transportation – such as walking and biking. The Family Ways more effectively links residential communities with schools and parks and with commercial nodes, too, for shopping and to promote commerce at a local level.

City of Homestead Biscayne-Everglades Greenway Trail

- Among the services Miller Legg is providing for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project are landscape architectural, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services is based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT. A topographic and tree survey along with SUE services are being delivered. The scope includes engineering design and permitting services for the shared-use trail, associated drainage and roadway pedestrian crossings. A Tree Disposition plan will be prepared. The firm is also carrying out Preliminary Natural Resource and Protected Species Investigations and will prepare documents related to the possible designation of the Project by FDOT as a Documented Categorical Exclusion.

City of Homestead Campbell Drive/SW 312th Street & SW 144 Avenue Crossing C-103-N Canal End

- Miller Legg provided a specific purpose topographic survey and civil engineering design services to the City for emergency repairs of a guardrail located on the east side of the north parapet of FDOT Bridge No. 874353. The bridge is located on Campbell Drive/SW 312th Street and crosses the C-103-N Canal. This project was designed through the City's Library of

Consultants for Architectural and Engineering services.

Cinemark Davie Theater (prior Muvico) Drainage Certification

- Miller Legg provided South Broward Drainage District (SBDD) Drainage License Re-Certification for the existing subsurface water management system at the Cinemark Paradise 24 Movie Theatre (formerly Muvico) in the Town of Davie. After initial site inspections, Miller Legg specified notations which were not in compliance with the current permit. This was followed by a drainage inspection and as-built research and review to determine whether an as-built update was required. Services included drainage inspection and site-inspections, and permitting. The firm has provided engineering, survey, and hardscape services for this property at various times over the past 20 years.

City of Miami Beach Flamingo & Collins Historical Surveying

- Miller Legg was retained by the City of Miami Beach to conduct surveys and prepare FEMA elevation certificates for the Historic Buildings classification and Lifting Feasibility Guidelines Study of 444 structures in the Flamingo Park Historical District and 86 structures in the Collins Waterfront Historical District. This work is part of a project to evaluate the City's options for these structures (including elevation, remain in place, demolish, relocate, harden) in preparation for any future sea-level rise. Miller Legg worked in tandem with our structural engineering subconsultant in its structural lifting analysis assignment for this project.

City of West Palm Beach General Engineering Services

- Miller Legg holds a multi-year continuing contract for general engineering consulting services with the City of West Palm Beach under which the firm is contracted to render civil, roadway, stormwater and wastewater, environmental and surveying services for City projects.





Years of Experience: 41

Registrations & Certifications:

Registered Professional Surveyor & Mapper, FL, 1998

Education:

*Associates Degree, Liberal Arts
University of Florida, 1977*

Professional & Civic Activities:

*President, Florida Surveying & Mapping Society, Broward
County Chapter
Graduate, Leadership Program, Miramar/Pembroke Pines
Chamber of Commerce
Member, Miramar/Pembroke Pines Chamber of Commerce*

Karen Lynch, PSM

Project Manager / Senior Surveyor

Professional Experience:

During the past 20 years, Ms. Lynch has worked successfully with the City of Pembroke Pines while at Lynch Surveying and Mapping as well as at Miller Legg. In addition, she has South Florida survey project management experience in a number of different public sector environments such as municipal improvements, roadways and streetscapes, educational facilities, parks and recreation, and healthcare and medical office complexes. She also has wide-ranging experience in private sector surveying, including residential projects as well as commercial and industrial facilities.

Relevant Project Experience:

City of Pembroke Pines Josias Dog Park - Miller Legg prepared a topographic survey of Josias Dog Park located at Stirling Road and SW 193rd Way in Pembroke Pines. The approximately 3-acre site is experiencing drainage issues and the City required a very detailed topographic survey to be performed to enable re-design.

City of Pembroke Pines NW 129th Avenue - Miller Legg prepared a sketch and legal description of a portion of the School Board owned property for Flanagan High School. Broward Schools is granting an easement to the City of Pembroke Pines for the installation of a guardrail between a curved portion of NW 129 Avenue and the Flanagan sports fields.

City of Pembroke Pines NW 196 Avenue - Miller Legg prepared a topographic survey of a portion of the swale area at the west side of NW 196 Avenue near the northwest corner of Chapel Hill Elementary School. The purpose of the survey was to enable re-design of the swale/structure due to drainage issues.

City of Oakland Park NE 12th

Avenue SUE - Miller Legg provided subsurface utility engineering (SUE) services for the City of Oakland Park in the area of NE 12th Avenue from NE 38th Street south to Oakland Park Boulevard, in order to determine whether there were any utilities under the sidewalk. This project was assigned under the firm's Continuing Services contract with the City.

City of Coral Springs Municipal Complex Survey

Under the firm's continuing services contract with the City of Coral Springs, Miller Legg performed multiple surveying services in association with the development of the City's new municipal complex. The survey services included boundary and topographic surveys, tree inventory as well as utility locations, soils boring and exfiltration test location stake-outs. Additional survey work delivered included sketch and descriptions for existing easements and canal rights-of-ways.

Town of Davie Math Iglar Park

The project entailed development of a conceptual park master plan for the two-acre site for the Town of Davie. The park would serve as a passive park for the surrounding neighborhood. The Miller Legg team created a design that paid homage to the heritage of the site as an old citrus processing/packaging site. The design of the tot lots followed the theme of 'orange processing' from picking oranges in a grove setting to processing them. Included in the park program was a connection to the area horse trails, a large picnic gazebo with open play areas associated with it, two tot lots, a small parking lot and a butterfly garden and retention area that is enhanced as a cypress dome. Surveying services included topographic and as-built surveys.

Monterra Miscellaneous Surveying Services - A 500-acre mixed use community, consisting of single and

multi-family residential and commercial property located in Cooper City. Miller Legg has performed multiple surveying services for this project including **original** boundary and topographic surveying of the property, platting, survey construction staking throughout the project, and preparation of **1,000+** sketch and legal descriptions. Miller Legg continues to perform surveying services on an as-needed basis at this property.

City of Miramar - Miramar Parkway LAP Streetscape Improvements from 62nd to 64th Avenue - City of Miramar's Improvement project was a Local Agency Program (LAP)-funded revitalization project from Miramar Parkway's eastern gateway segment from 62nd to 64th Avenue, approximately 1/2 mile in length and included intersection improvements, traffic signal modifications/upgrades and sidewalk and Florida Friendly landscape beautification throughout the project limits. Services provided included: surveying including topographic surveying, maintenance of traffic, underground utility designation, landscape architecture, hardscape design, drainage and stormwater permitting, design and management, lighting and electrical design, geotechnical design, traffic engineering, tree permitting and arborist services, as well as LAP coordination, permitting and submittal documentation.

School Board of Broward County (SBBC) Surveying Services - In conjunction with the School Board of Broward County, provided surveying services on more than 50 school sites in Broward County over the past 17 years. The services for these projects have included: architectural design surveys, construction layout, including buildings, Subsurface Utility Engineering (SUE), parking and driveways, as-built surveys, boundary, horizontal and vertical control, topographic, as-built surveys, right-of-way surveys for signalization design, and preparation of legal descriptions.

SR 882/Forest Hill Boulevard Improvements LAP Project - Forest Hill is a 3-mile phased urban arterial roadway which required milling and resurfacing, expanded shoulders, new

bike lanes, sidewalks, pedestrian access improvements and drainage improvements, for which Miller Legg provided services with two 1-mile segments. Miller Legg assisted the Village of Wellington in securing Federal Stimulus Funds through the Local Agency Program (LAP) by expediting the design and meeting aggressive permitting deadlines imposed by FDOT. Miller Legg was able to survey, design and permit the project in less than 90 days. Services provided by Miller Legg included topographic surveys, as-built surveys, utility coordination, SUE, roadway and drainage design, permitting, pedestrian signal design, environmental remediation and permitting of contaminated sites, and preparation of environmental categorical exclusion.

Seminole Tribe of Florida (STOF) Hollywood Hard Rock Hotel and Casino Expansion - Miller Legg is a member of the Suffolk/Yates JV Team to provide surveying and subsurface utility engineering (SUE) services for major demolition, renovations and expansion to the Hard Rock Hotel and Casino on the Seminole Tribe's Hollywood Reservation. The feature elements include a new iconic 800-room Guitar Hotel and Villas. Improvements will be made at 12 distinct areas. Services include boundary surveys, control surveys, verification of benchmarks, layout and monitoring of columns and grid lines, as-builts, final surveys and SUE. The project is expected to be completed by the summer of 2019 at a cost of \$1.8 billion.

Monterra Greenway and Bike Path - Designed the greenway/park with a one-mile bike trail within the 27 acres of the FPL easement that bisects the Monterra property as part of the Broward County Greenway System. Routed the recreational trail/bike trail, lay-out of fitness stations, tot-lots, shade structures and multi-use courts, parking and access to the trail, security fencing and access gates and landscaping. Planting and irrigation plans, along with miscellaneous hardscape design, were provided. The greenway and bike path connected to each of the residential and commercial phases of the Monterra development.

City of Miami Baywalk Phase 3 - Miller Legg provided landscape architecture, civil engineering, lighting/electrical engineering, surveying and permitting services for the Miami Baywalk Phase 3 Project. Permitting for project improvements was provided through the City of Miami, Miami-Dade County and South Florida Water Management District. The project is a 1/4 mile pedestrian-oriented urban waterfront park and promenade on Biscayne Bay, located adjacent to the east coast greenway. It provides a unique open space that links the American Airlines Arena, Biscayne Boulevard, and Museum Park. The Baywalk design includes custom native stone benches, extensive paver pedestrian spaces, salt-tolerant tropical plantings, as well as themed lighting and site amenities. Due to historic maritime activities in the project area, soil conditions were addressed through the design of unique drainage facilities that minimized potential groundwater impacts. The Baywalk design solution also improved visibility and lighting in the area to discourage vagrancy issues that existed. The planting design not only enhanced aesthetics, but also buffered unsightly adjacent parking and utility areas and minimized exposed surfaces that had been subject to graffiti.

Town of Davie Math Iglar Park - The two-acre project entailed development of a conceptual park master plan for a passive park. The design paid homage to the heritage of the site as an old citrus processing/packaging site. Also, included was a connection to the area horse trails, a large picnic gazebo with open play areas, two tot lots, a small parking lot, a butterfly garden and retention area that is enhanced as a cypress dome. Surveying services included topographic and as-built surveys.

Broward County Central County Surveys - Miller Legg provided 50 housing lot surveys as part of Broward County's affordable housing program. The lots were located between Broward Boulevard and Oakland Park Boulevard from south to north, and SR 441 to I-95, from west to east.





Years of Experience: 39

Registrations & Certifications:

Registered Professional Surveyor & Mapper, FL, 1998

Professional & Civic Activities:

*Past Vice President, Florida Surveying & Mapping Society,
Broward Chapter*

Martin Rossi, PSM

Senior Surveyor/ QA/QC

Professional Experience:

Mr. Rossi is a Senior Project Surveyor with more than three decades of surveying and subsurface utility engineering (SUE) experience. His principal areas of experience include surveys such as boundary, topographic, ALTA/ACSM land title surveys, quantity, environmental and wetland, condominium, construction layout, as-built, right-of-way, specific purpose and subdivisions and platting, as well as subsurface utility engineering (SUE). He currently manages the survey department and the survey field crews in South Florida. Mr. Rossi is also an Associate with the firm.

Relevant Project Experience:

City of Pembroke Pines 196th Avenue Park (fka SW Pines Nature and Recreation Park) – A 56-acre active and passive municipal park located at 196th Avenue and Pines Boulevard in the City of Pembroke Pines. This unique park's features included four soccer fields and one football facility as well as providing other active park elements with passive park facilities such as a boardwalk and 21 acres of wetlands mitigation area. Services provided by Miller Legg included civil engineering, surveying, wetlands mitigation planning, assistance with grant writing, and mitigation construction observation. Permitting was coordinated with US Army Corps of Engineers, Broward County and South Florida Water Management District. Miller Legg worked in concert with several other consultants to deliver this project.

City of Miramar Forzano Park Improvements Phase I - The City of Miramar improved an existing 13-acre active park to convert sport usage and improve operating conditions. The existing baseball clay infields, outfield and football field grass were removed and modified to provide additional football/ soccer field space. Park amenities

included volleyball courts and a community center. As a subconsultant to R.J. Behar, Miller Legg provided planning, landscape architecture, irrigation design and topographic survey.

City of Miramar River Run Park Improvements - The City of Miramar improved this 8-acre neighborhood park, which included additional parking, trail and pavilion improvements and other miscellaneous amenities. Partial funding for the trail improvements included grant funding obtained in part from a Florida Department of Environmental Protection, Recreational Trails Program Grant. As a subconsultant to R.J. Behar & Associates, Miller Legg provided a fast-track schedule survey for the grant submittal. In addition, additional survey services, planning, and landscape architecture were provided for the improvement to River Run Park.

City of Weston Community Center - Miller Legg is providing survey, SUE, civil engineering and landscape architecture design services for the new City of Weston Community Center at Weston Regional Park as part of the Cartaya Architects team. The parcel is being redeveloped from land currently used for sports activities and passive green space. It will comprise an indoor facility of approx. 25,000 SF to accommodate office space and multi-purpose rooms. The planned outdoor facilities will total 6,400 SF, while site work beyond the building will include lawn seating, a 7,500 SF playground, parking and landscaping.

City of Oakland Park NE 12th Avenue SUE - Miller Legg provided subsurface utility engineering (SUE) services for the City of Oakland Park in the area of NE 12th Avenue from NE 38th Street south to Oakland Park Boulevard, in order to determine whether there were any utilities under the sidewalk. This project was assigned under the firm's Continuing Services contract.

City of Coconut Creek Boundary Legal Description Update - Miller Legg reviewed the existing City boundary corporate legal description along with ordinance documents for 21 new parcels of land to be incorporated into the existing City limits. Miller Legg then revised the City's corporate legal description to accommodate the new parcels.

City of Coral Springs Fire Station 80 Survey - A topographical survey was required in association with a Fire Station 80 restoration project in Coral Springs in order to replace a concrete accessway into the building. Miller Legg was retained by the City to perform this service.

City of Coral Springs Municipal Complex Survey - Under the firm's continuing services contract with the City of Coral Springs, Miller Legg performed multiple surveying services in association with the development of the City's new municipal complex. The survey services included boundary and topographic surveys, tree inventory as well as utility locations, soils boring and exfiltration test location stake-outs. Additional survey work delivered included sketch and descriptions for existing easements and canal rights-of-ways.

City of Coral Springs Municipal Complex Topographical Survey - In preparation for the development of the new City of Coral Springs Municipal Complex, Miller Legg was retained to prepare a topographic survey to incorporate previously surveyed portions of the property to show 50' elevations as well as storm and sanitary sewer inverts.

Town of Davie Shenandoah HOA Tree Survey - Miller Legg performed various tree and palm inventories (approximately 2,500 total) located throughout the Shenandoah neighborhood in the Town of Davie. For each of the 27 locations identified within the neighborhood, a tree inventory and evaluation was conducted to reflect data such as species, diameter at breast height, overall height, canopy spread and general health and condition as evaluated

by the firm's Certified Arborists. In addition, each area was mapped utilizing aerial imagery.

Haulover Beach Park Surveying - Miller Legg provided subsurface utility engineering (SUE) services at Haulover Beach Park located in Miami, in connection with the Miami-Dade County Parks & Recreation tunnel construction to meet Americans with Disabilities (ADA) requirements. The site was evaluated for available surface evidence of underground utility installations, and researched for available as-built information. The survey crew established horizontal and vertical control networks, and surveyed the approximate utility locations as marked on the ground by the SUE remote sensing process. Miller Legg was subconsultant to VEE Architecture Corporation.

City of Sunny Isles Beach Gwen Margolis Park and Pelican Community Park Artificial Turf - The project consisted of the reconstruction of existing natural turf fields at Pelican Community Park and Senator Gwen Margolis Park in the City of Sunny Isles Beach with artificial turf. Miller Legg provided the preparation and permitting of drainage plans to collect under the new drain systems installed as part of the project, as well as surveying services. In addition, construction observation was provided to verify compliance with the plans and for the certification of the project through regulatory agencies.

City of Miami Beach 19th St. Stormwater Pump Station - Construction of this pump station is part of the overall plan for the City-wide stormwater improvement system to reduce flooding for residents of the Washington Avenue and Convention Center Drive neighborhood. Miller Legg is providing topographic surveying services, a survey of utility designation markings, and an as-built survey of constructed improvements on the 19th Street pump station, the associated parking area and the re-capping areas of the seawall.

City of Homestead Biscayne-Everglades Greenway Trail - Among the services Miller Legg is providing for this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project are landscape architectural, surveying and environmental services including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs, pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal right-of-way from East Mowry Drive to SW 137th Avenue in Homestead. The scope of services is based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT. A topographic and tree survey along with SUE services are being delivered. The scope includes engineering design and permitting services for the shared-use trail, associated drainage and roadway pedestrian crossings. A Tree Disposition plan will be prepared. The firm is also carrying out Preliminary Natural Resource and Protected Species Investigations and will prepare documents related to the possible designation of the Project by FDOT as a Documented Categorical Exclusion.

City of Homestead Campbell Drive/SW 312th Street & SW 144 Avenue Crossing C-103-N Canal End - Miller Legg provided a specific purpose topographic survey and civil engineering design services to the City for emergency repairs of a guardrail located on the east side of the north parapet of FDOT Bridge No. 874353. The bridge is located on Campbell Drive/SW 312th Street and crosses the C-103-N Canal. This project was designed through the City's Library of Consultants for Architectural and Engineering services.



Community Betterment and Involvement

During our firm's 54 years in business in South Florida, Miller Legg has been a continual supporter and leader of the community through social responsibility, charitable and benevolent programs. We formally encourage participation and leadership in both community and civic organizations by making it part of the company's mission of 'improving communities'.

The founding fathers of Miller Legg, Bob Miller and Bob Legg, set the precedent of making civic and community involvement part of their everyday life and encouraging management as well as all levels of staff to 'give back' to the communities in which we work and live. This legacy continues today amongst employees across all our offices.

Some of the charities that we have supported in South Florida include: Project Stable, Habitat for Humanity, Rebuilding Together Broward, EASE Foundation, Sheridan House Family Ministries, Seafarer's House, American Heart Association, American Cancer Society, and the Leukemia and Lymphoma Society.

Miller Legg has been a Partner in Education with local elementary, middle and high schools, as well as given staff opportunities to lead a Career Day program, or be volunteer readers at a local elementary school. Miller Legg is currently a "Partner in Education" with McFatter Technical College. One of our staff members currently co-chairs the McFatter School Advisory Council.

Recent Employee Activities in Broward County:

- Broward County affiliate of Rebuilding Together (Board of Directors) – largest national all-volunteer organization whose mission is to bring volunteers and communities together to improve the homes and lives of homeowners in need.
- Project Stable (Board of Directors – this is an equestrian and farm program in Sunshine Ranches which works with special-needs children and provides agricultural education to the general public
- McFatter High School Advisory Council
- Hollywood Beach Dune Revegetation Project
- Florida Engineering Society MathCounts Project
- Broward League of Cities – Associate Member
- Davie/Cooper City Chamber of Commerce
- Miramar-Pembroke Pines Chamber of Commerce
- Children's Aid Club
- American Cancer Society-Relay for Life
- Seafarer's House – Annual Shoebox Christmas Drive
- Children's Harbor, Pembroke Pines

Supplier: **Miller Legg**



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # **PSEN-19-09** titled “**Land Surveying Services**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Miller Legg & Associates, Inc.**
STREET ADDRESS: **5747 N. Andrews Way**
CITY, STATE & ZIP CODE: **Fort Lauderdale, FL 33309**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Michael Kroll** TITLE: **President**
E-MAIL: **mkroll@millerlegg.com**
TELEPHONE: **(954) 436-7000** FAX: **(954) 493-6539**

AUTHORIZED APPROVER:

NAME: **Karen Lynch, PSM** TITLE: **Project Manager**
E-MAIL: **klynch@millerlegg.com**
TELEPHONE: **(954) 436-7000** FAX: **(954) 593-6539**
SIGNATURE: **Karen Lynch**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Title Page	Yes ☒
Letter of Interest	Yes ☒
Standard Form 330 (Parts I and II)	Yes ☒
Certified Minority Business Enterprise Certification	Yes ☐ N/A ☒
Firm’s Understanding and Approach to the Work	Yes ☒
Willingness to meet time and budget requirements	Yes ☒
Recent, current, and projected workloads of the firm	Yes ☒
Attachment A - Contact Information Form	Yes ☒
Attachment B - Non-Collusive Affidavit	Yes ☒
Attachment C - Proposer’s Completed Qualification Statement	Yes ☒
Attachment F - References Form	Yes ☒
Professional Registration Certificates	Yes ☒

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☒
Form W-9 (Rev. October 2018)	Yes ☒
Sworn Statement on Public Entity Crimes Form	Yes ☒
Local Vendor Preference Certification	Yes ☒
Local Business Tax Receipts	Yes ☒
Veteran Owned Small Business Preference Certification	Yes ☒
Equal Benefits Certification Form	Yes ☒
Vendor Drug-Free Workplace Certification Form	Yes ☒
Scrutinized Company Certification	Yes ☒



Supplier: **Miller Legg**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Representative**,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature **Michael Kroll**

Title **President**

Name of Company **Miller Legg & Associates, Inc.**

Supplier: **Miller Legg**



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Miller Legg & Associates, Inc.
5747 N. Andrews Way
Fort Lauderdale, FL 33309

PROPOSER'S License Number: **LB6680 - See Attached**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **54**

State the number of years your firm has been in business under your present business name **24**

State the number of years your firm has been in business in the work specific to this solicitation: **54**

Names and titles of all officers, partners or individuals doing business under trade name:

Michael Kroll, President
Dylan Larson, COO
Leslie Hernandez, CFO

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

R.P.Legg & Associates, Inc. - Land Surveyors
Robert H. Miller & Associates, Inc. - Civil Engineers

At what address was that business located?

1800 N. Douglas Road
Pembroke Pines, FL 33024

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

NA

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

NA

Will you subcontract any part of this WORK? If so, give 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).

No

The foregoing 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.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

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).

NA

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.

See Attached

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.

NA

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

NA

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Miller Legg has been working in Broward County for more than 54 years providing continuing contract surveying to municipalities including the City of Pembroke Pines, during the past 3 years.

Other municipalities we've worked with include the Cities of Fort Lauderdale, Miramar, Miami, Miami Beach as well as agencies such as the School Board of Broward County, Seminole Tribe of Florida and Miami-Dade County. This information is provided in more detail in our qualifications package.

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 shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Miller Legg & Associates, Inc.
(Company Name)

Michael Kroll
(Printed Name/Signature)

Supplier: Miller Legg

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **601 City Center Way, 3rd FL**

City/State/Zip: **Pembroke Pines, FL 33025**

Contact Name: **Christina Sorensen** Title: **Director of Recreational & Cultural Arts**

E-Mail Address: **csorensen@ppines.com**

Telephone: **954-392-2130 X52134** Fax: **954-517-8411**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Steven Josias Dog Park**

5836 SW 193rd Way

Pembroke Pines

Nature of the firm's responsibility on the project: **Surveying and SUE services including topographic and tree surveys**

Project duration: **9/2019** Completion (Anticipated) Date: **10/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - Surveying and SUE**

Contract Type: **Continuing Services**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Oakland Park**

Address: **5399 N. Dixie Hwy, Suite 3**

City/State/Zip: **Oakland Park, FL 33334**

Contact Name: **Brynt Johnson** Title: **Senior Project Manager**

E-Mail Address: **brynt.johnson@oaklandparkfl.gov**

Telephone: **954-630-4343** Fax: **954-229-0422**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **NE 12th Avenue from NE 38th Street south to Oakland Park Blvd.**

Nature of the firm's responsibility on the project: **SUE services for utilities under sidewalks**

Project duration: **8/2018** Completion (Anticipated) Date: **11/2018**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Martin Rossi, PSM - SUE services**

Contract Type: **Continuing Professional Services**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Fort Lauderdale**

Address: **6000 NW 21st Avenue**

City/State/Zip: **Fort Lauderdale, FL 33309**

Contact Name: **Rufus James** Title: **Executive Airport Manager**

E-Mail Address: **rjames@fortlauderdale.gov**

Telephone: **954-828-4968** Fax: **954-828-5074**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **FXE Parcels B, C & D**
(Fort Lauderdale Executive Airport owned property)

Nature of the firm's responsibility on the project: **Sketch and legal descriptions for Parcels B, C & D**

Project duration: **9/2019** Completion (Anticipated) Date: **10/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - sketch and legals**

Contract Type: **Contining Prof. Svcs.**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Song & Associates, Inc.**

Address: **1545 Centrepark Drive North**

City/State/Zip: **West Palm Beach, FL 33401**

Contact Name: **A. Mia Lonergan** Title: **Sr. Construction Administrator**

E-Mail Address: **alonergan@songandassociates.com**

Telephone: **561-655-2423x124** Fax: **561-655-1482**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Olsen Middle School**

330 SE 11th Terrace

Dania Beach, FL 33004

Nature of the firm's responsibility on the project: **Boundary, topographic and subsurface utility engineering (SUE) surveys**

Project duration: **6/2019** Completion (Anticipated) Date: **9/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Martin Rossi, PSM - boundary, topo and SUE svcs**

Contract Type: **Professional Svcs**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **School Board of Broward County**

Address: **2301 NW 26th Street, Bldg 6**

City/State/Zip: **Fort Lauderdale, FL 33311**

Contact Name: **Shanika Hunter** Title: **Real Property Analyst**

E-Mail Address: **shanika.hunter@browardschools.com**

Telephone: **754-321-1500** Fax: **754-321-1501**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Henry D. Perry Education Center**
3400 Wildcat Way
Miramar, FL 33023

Nature of the firm's responsibility on the project: **Boundary and topographic surveys and Title Report**

Project duration: **7/2019** Completion (Anticipated) Date: **9/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - boundary, topo and title report**

Contract Type: **Open End Surveying Consulting**

The results/deliverables of the project: **Completed**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: MILLER LEGG & ASSOCIATES INC

Receipt #: 319-1169
Business Type: ALL OTHERS (LAND SURVEYORS)

Owner Name: MILLER LEGG & ASSOCIATES INC
Business Location: 5747 N ANDREWS WAY
FT LAUDERDALE

Business Opened: 08/19/1996
State/County/Cert/Reg: LB 0006680
Exemption Code:

Business Phone:

Rooms **Seats** **Employees** **Machines** **Professionals**
6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MILLER LEGG & ASSOCIATES INC
5747 N ANDREWS WAY
FORT LAUDERDALE, FL 33309

Receipt # WWW-18-00189773
Paid 09/12/2019 37.50

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: MILLER LEGG & ASSOCIATES INC

Receipt #: 319-1169
Business Type: ALL OTHERS (LAND SURVEYORS)

Owner Name: MILLER LEGG & ASSOCIATES INC
Business Location: 5747 N ANDREWS WAY
FT LAUDERDALE

Business Opened: 08/19/1996
State/County/Cert/Reg: LB 0006680
Exemption Code:

Business Phone:

Rooms **Seats** **Employees** **Machines** **Professionals**
6

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

Receipt # WWW-18-00189773
Paid 09/12/2019 37.50



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.

Miller Legg & Associates, Inc.

Company Name

Michael Kroll, RLA, FASLA

Authorized Signer Name

Authorized Signature



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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



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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

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

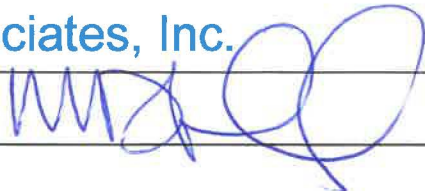


☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

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

COMPANY NAME: Miller Legg & Associates, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: 



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: Miller Legg & Associates, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Supplier: **Miller Legg**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **601 City Center Way, 3rd FL**

City/State/Zip: **Pembroke Pines, FL 33025**

Contact Name: **Christina Sorensen** Title: **Director of Recreational & Cultural Arts**

E-Mail Address: **csorensen@ppines.com**

Telephone: **954-392-2130 X52134** Fax: **954-517-8411**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Steven Josias Dog Park**

5836 SW 193rd Way

Pembroke Pines

Nature of the firm's responsibility on the project: **Surveying and SUE services including topographic and tree surveys**

Project duration: **9/2019** Completion (Anticipated) Date: **10/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - Surveying and SUE**

Contract Type: **Continuing Services**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Oakland Park**

Address: **5399 N. Dixie Hwy, Suite 3**

City/State/Zip: **Oakland Park, FL 33334**

Contact Name: **Brynt Johnson** Title: **Senior Project Manager**

E-Mail Address: **brynt.johnson@oaklandparkfl.gov**

Telephone: **954-630-4343** Fax: **954-229-0422**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **NE 12th Avenue from NE 38th Street south to Oakland Park Blvd.**

Nature of the firm's responsibility on the project: **SUE services for utilities under sidewalks**

Project duration: **8/2018** Completion (Anticipated) Date: **11/2018**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Martin Rossi, PSM - SUE services**

Contract Type: **Continuing Professional Services**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Fort Lauderdale**

Address: **6000 NW 21st Avenue**

City/State/Zip: **Fort Lauderdale, FL 33309**

Contact Name: **Rufus James** Title: **Executive Airport Manager**

E-Mail Address: **rjames@fortlauderdale.gov**

Telephone: **954-828-4968** Fax: **954-828-5074**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **FXE Parcels B, C & D**
(Fort Lauderdale Executive Airport owned property)

Nature of the firm's responsibility on the project: **Sketch and legal descriptions for Parcels B, C & D**

Project duration: **9/2019** Completion (Anticipated) Date: **10/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - sketch and legals**

Contract Type: **Contining Prof. Svcs.**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Song & Associates, Inc.**

Address: **1545 Centrepark Drive North**

City/State/Zip: **West Palm Beach, FL 33401**

Contact Name: **A. Mia Lonergan** Title: **Sr. Construction Administrator**

E-Mail Address: **alonergan@songandassociates.com**

Telephone: **561-655-2423x124** Fax: **561-655-1482**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Olsen Middle School**

330 SE 11th Terrace

Dania Beach, FL 33004

Nature of the firm's responsibility on the project: **Boundary, topographic and subsurface utility engineering (SUE) surveys**

Project duration: **6/2019** Completion (Anticipated) Date: **9/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Martin Rossi, PSM - boundary, topo and SUE svcs**

Contract Type: **Professional Svcs**

The results/deliverables of the project: **Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **School Board of Broward County**

Address: **2301 NW 26th Street, Bldg 6**

City/State/Zip: **Fort Lauderdale, FL 33311**

Contact Name: **Shanika Hunter** Title: **Real Property Analyst**

E-Mail Address: **shanika.hunter@browardschools.com**

Telephone: **754-321-1500** Fax: **754-321-1501**

Project Information:

Name of Contractor Performing the work: **Miller Legg & Associates, Inc.**

Name and location of the project: **Henry D. Perry Education Center**
3400 Wildcat Way
Miramar, FL 33023

Nature of the firm's responsibility on the project: **Boundary and topographic surveys and Title Report**

Project duration: **7/2019** Completion (Anticipated) Date: **9/2019**

Size of project: **NA** Cost of project: **NA**

Work for which staff was responsible: **Karen Lynch, PSM - boundary, topo and title report**

Contract Type: **Open End Surveying Consulting**

The results/deliverables of the project: **Completed**



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

I, Michael Kroll, RLA, FAS, on behalf of Miller Legg & Associate,
Print Name and Title Company Name
certify that Miller Legg & Associates, Inc. :
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Michael Kroll, RLA, FASLA

Print Name / Title

Miller Legg & Associates, Inc.

Company Name



Signature



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

1. This sworn statement is submitted Miller Legg & Associates, Inc.
(name of entity submitting sworn statement)
whose business address is 5747 N. Andrews Way, Fort Lauderdale
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0563467. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: NA.)
2. My name is Michael Kroll, RLA, FASLA and my
(Please print name of individual signing)
relationship to the entity named above is President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



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

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

Michael Kroll, RLA, FASLA

Bidder's Name

Signature

Miller Legg & Associates, Inc.

11/11/2019

Company Name

Date



(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)	Miller Legg		
Legal Name (as filed with IRS)	Miller Legg & Associates, Inc.		
Remit-to Address (For Payments)	5747 N. Andrews Way		
	Fort Lauderdale, FL 33309		
Remit-to Contact Name:	Michael Kroll, RLA	Title:	President
Email Address:	mkroll@millerlegg.com		
Phone #:	(954) 436-7000	Fax #	(954) 493-6539
Order-from Address (For purchase orders)	5747 N. Andrews Way		
	Fort Lauderdale, FL 33309		
Order-from Contact Name:	Karen Lynch, PSM	Title:	Project Manager
Email Address:	klynch@millerlegg.com		
Phone #:	(954) 436-7000	Fax #	(954) 493-6539
Return-to Address (For product returns)	5747 N. Andrews Way		
	Fort Lauderdale, FL 33309		
Return-to Contact Name	Karen Lynch, PSM	Title:	Project Manager
Email Address:	klynch@millerlegg.com		
Phone #:	(954) 436-7000	Fax #	(954) 493-6539
Payment Terms:	Due Upon Receipt		

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number:

65-0563467

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC - C (C corporation) - S (S corporation) - P (partnership)

☐ Other (Specify):

Name & Title of Applicant Michael Kroll, RLA, FASLA

Signature of Applicant

Date

11.11.2019



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: Miller Legg & Associates, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: MICHAEL FROU

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Miller, Legg & Associates, Inc.

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

Miller Legg

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

5747 N Andrews Way

6 City, state, and ZIP code

Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

6 5 - 0 5 6 3 4 6 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Blue Byrander

Date ►

12-1-2018

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



2020 RATE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>
<u>Project Administrator/Technician</u>	\$75
<u>Survey CAD Specialist</u>	\$95
<u>Senior Survey CAD Specialist</u>	\$115
<u>Specialist II</u>	\$135
<u>Specialist III</u>	\$155
<u>Designer I</u>	\$90
<u>Designer II</u>	\$100
<u>Senior Designer</u>	\$120
<u>Engineer I</u>	\$115
<u>Engineer II</u>	\$140
<u>Engineer III</u>	\$170
<u>Senior Engineer</u>	\$195
<u>Biologist/Scientist I</u>	\$80
<u>Biologist/Scientist II</u>	\$110
<u>Senior Biologist/Scientist I</u>	\$145
<u>Senior Biologist/Scientist II</u>	\$165
<u>Landscape Architect I / Planner I</u>	\$105
<u>Landscape Architect II / Planner II</u>	\$125
<u>Senior Landscape Architect/Senior Planner I</u>	\$140
<u>Senior Landscape Architect/Senior Planner II</u>	\$175
<u>Surveyor</u>	\$105
<u>Senior Surveyor</u>	\$150
<u>2-Person Survey Crew</u>	\$140
<u>3-Person Survey Crew</u>	\$170
<u>4-Person Survey Crew</u>	\$195
<u>Senior 2-Person Survey Crew</u>	\$155
<u>Senior 3-Person Survey Crew</u>	\$200
<u>Senior 4-Person Survey Crew</u>	\$220
<u>Principal</u>	\$245
<u>Senior Principal</u>	\$325
<u>Expert Witness</u>	\$325
<u>Sub Surface Utility Engineering</u>	<u>Rate</u>
<u>Designation (Utility Location)</u>	\$1,500/Day
<u>Test Holes (Minimum of 6)</u>	
<u>Soft Surface (A)</u>	\$350/ea.
<u>Hard Surface (A)</u>	\$500/ea.
<u>In-house Reimbursable Expenses</u>	<u>Rate</u>
<u>Mileage (per mile)</u>	\$0.75
<u>Color Copies (<8 1/2" X 11") (per copy)</u>	\$1.00
<u>Color Copies (<11" X 17") (per copy)</u>	\$2.00
<u>Blackline Prints (<24" X 36") (per sheet)</u>	\$2.20
<u>Mylars (<24" X 36") (per sheet)</u>	\$28.00
<u>Vellums (<24" X 36") (per sheet)</u>	\$5.50
<u>Official Record Docs (per page)</u>	\$1.00
<u>Copies, postage, fax transmissions</u>	(B)
<u>Out-of-Pocket Expenses</u>	Cost + 15%
(A) If less than 6 test holes, a \$500 mobilization fee will apply.	
(B) Charges for monthly copies, fax transmissions, postage, and long distance will be the greater of 0.5% of invoice amount or \$25.00.	

NOTE: These rates are subject to change after January 1, 2021.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 20-0543

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/07/2020

Short Title: Approve Negotiated Agreement for PSEN-19-09 "Land
Surveying Services"

Final Action: 08/05/2020

Title: MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT
WITH MILLER LEGG & ASSOCIATES, INC., PURSUANT TO THE AWARD
OF PSEN-19-09 "LAND SURVEYING SERVICES", IN ACCORDANCE
WITH FLORIDA STATUTE 287.055, CONSULTANT'S COMPETITIVE
NEGOTIATION ACT (CCNA), FOR AN INITIAL THREE (3) YEAR PERIOD
FOR AN ANNUAL AMOUNT NOT TO EXCEED \$40,000.

Internal Notes:

Attachments: 1. Miller Legg & Associates, Inc. - Land Surveying Services Agreement (VENDOR EXECUTED),
2. Commission Approval - To Negotiate, 3. Commission Approval - To Advertise

1 City Commission 08/05/2020 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner
Schwartz, and Commissioner Chanzas
Nay: - 0

MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT WITH MILLER LEGG & ASSOCIATES, INC., PURSUANT TO THE AWARD OF PSEN-19-09 "LAND SURVEYING SERVICES", IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA), FOR AN INITIAL THREE (3) YEAR PERIOD FOR AN ANNUAL AMOUNT NOT TO EXCEED \$40,000.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances 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."

- 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(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).

- 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."

- On June 29, 2020, Governor Ron DeSantis signed House Bill 441 "Public Procurement of Services", which increases the maximum cost thresholds for individual projects governed by a "continuing contract" pursuant to CCNA. The bill increases the maximum cost threshold for individual contract projects from \$2 million to \$4 million. In addition, the bill also increases the maximum cost threshold for an individual study from \$200,000 per study to \$500,000. The new bill is effective as of July 1, 2020. The newly enacted cost thresholds will apply to CCNA continuing contracts entered into after July 1, 2020 and will not apply retrospectively to continuing contracts entered into prior to July 1, 2020.

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or 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 October 16, 2019, the City Commission authorized the advertisement of RFQ # PSEN-19-09 "Land Surveying Services", which was advertised on October 22, 2019.

2. The purpose of this solicitation was to establish a "continuing contract," as defined by Florida Statute 287.055(2)(g), with the most highly qualified firm to serve in the capacity as Land Surveying Surveyors and provide Land Surveying Services on an as needed basis.
3. On April 15, 2020 the City Commission approved the findings and recommendation of the evaluation committee and awarded PSEN-19-09 "Land Surveying Services", to Miller Legg & Associates, Inc., and directed the City Manager to negotiate a contract for services.
4. City Staff was able to negotiate a contract with rates, which staff determines are fair, competitive and reasonable. The agreement is for a three (3) year period, which may be renewed in writing by the parties for two (2) additional one (1) year terms.
5. Pursuant to Section 2.1 of the Agreement, the City may request from Miller Legg & Associates, Inc. from time to time, on an as needed basis, Land Surveying 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, Miller Legg & Associates, Inc. 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 Miller Legg & Associates, Inc. regarding the scope, schedule and fee, the City may, in its sole discretion, issue a work order authorizing Miller Legg & Associates, Inc. to perform the services.
6. Request City Commission to approve the negotiated continuing contract with Miller Legg & Associates, Inc., pursuant to the award of PSEN-19-09 "Land Surveying Services", in accordance with Florida Statute 287.055, Consultant's Competitive Negotiation Act (CCNA), for an initial three (3) year period for an annual amount not to exceed \$40,000.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$ 40,000.00 Annually (Pro-Rate amount of \$7,000 for remaining FY2019-20)
- b) **Amount budgeted for this item in Account No:** Funds are available in account # 1-519-6006-31100 (Professional Services-Engineering)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement is for a three (3) year period, which may be renewed in writing by the parties for two (2) additional one (1) year terms.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	N/A	N/A
Expenditures	\$40,000	\$40,000	\$40,000	N/A	N/A
Net Cost	\$40,000	\$40,000	\$40,000	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com														
INSURED Miller Legg and Associates, Inc. 5747 N. Andrews Way Fort Lauderdale, FL 33309	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Accident & Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident & Indemnity Company	22357	INSURER B : Sentinel Insurance Company	11000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			20SBUBU0728	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGNM2047	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000			20SBUBU0728	11/01/2019	11/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH- IER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ# PSEN-19-09 Land Surveying Services

City of Pembroke Pines is named as an Additional Insured with respects to General, Automobile & Umbrella Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Separation of Insureds applies to the General Liability Policy. The above referenced General & Automobile Liability policies are primary & non-contributory where required by written (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Brian R Hadar	
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899	
INSURED Miller, Legg & Associates, Inc. 5747 N. Andrews Way Fort Lauderdale FL 33309	E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty and Surety Co America	NAIC # 31194
	INSURER B: Charter Oak Fire Insurance Company	25615
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 56438108**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6N223779	5/1/2020	5/1/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			107222698	2/21/2020	2/21/2021	Per Claim/ Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. A waiver of subrogation is shown in favor of the certificate holder on all policies as required by written contract.

RE: RFQ# PSEN-19-09 Land Surveying Services

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Hadar

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