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CCNA CONTINUING PROFESSIONAL SERVICES AGREEMENT CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING BETWEEN THE CITY OF PEMBROKE PINES AND SALTZ MICHELSON ARCHITECTS, INC.

THIS AGREEMENT ("Agreement"), dated January 29, 2026, is entered into by and between:

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

and

SALTZ MICHELSON ARCHITECTS, INC., a **For Profit Corporation**, as listed with the Florida Division of Corporations, with a business address of **3501 Griffin Road, Fort Lauderdale, FL 33312** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On January 23, 2024, the CITY issued a **Request for Qualifications ("RFQ")**, **PSPW-23-20**, for **Continuing Services for Citywide Professional Architectural, Engineering, Surveying, and Mapping** disciplines. The CITY sought to establish continuing contracts with qualified professional firms to provide services on an as-needed basis, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

Exhibit C – Work Order Assignment Flowchart

Exhibit D – Scoping Meeting Report Template

Exhibit E – CONSULTANT's Labor Rates

ARTICLE 2
DEFINITIONS

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

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

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under this Agreement.

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

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

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

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

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

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

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

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

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

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

2.11 DAY means a calendar day, unless noted otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3
SERVICES AND RESPONSIBILITIES

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

3.2 The CITY may request from the CONSULTANT from time to time, on an as needed basis, specific **General Architectural Services**. Upon receipt of these requests, the CONSULTANT shall follow the process outlined in Article 4 and the flowchart provided in **Exhibit "C"** for Work Order approval. Approved Work Orders will be issued by the CITY authorizing the CONSULTANT to perform the services. Compensation for such services shall be established in each Work Order and may be Hourly Not-to-Exceed, Lump Sum, or Milestone-Based, as determined by the CITY. All compensation shall be in accordance with the rates and terms set forth in **Exhibit "E,"** unless otherwise approved in writing by the CITY. CONSULTANT must furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

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

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

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

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

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

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

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

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

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

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

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

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

3.15 <u>Construction Administration Assistance</u>

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

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

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

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

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

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

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

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

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

3.16.3 Document Reproduction Expenses:

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

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

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

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

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

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

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

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

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

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

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ARTICLE 4
WORK ORDER ASSIGNMENT PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7.2 Provide CONSULTANT with written intent to terminate discussions; or

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

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

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

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

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

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

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

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review periods at its own risk

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5
CITY'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 6
PERFORMANCE BY CONSULTANT AND SUCCESSOR CONSULTANT

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

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

6.3 SUCCESSOR ARCHITECT AND/OR ENGINEER

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

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

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

6.3.1.3 A combination of 6.4.1.1. and 6.4.1.2 above.

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

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

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

6.7 Successor Professionals**.** For any other professional services authorized under this Agreement, including but not limited to surveying, mapping, or other consulting disciplines governed by Chapter 287.055, Florida Statutes, any subsequent professional assuming responsibility for work initiated by another shall comply with all applicable Florida laws and administrative rules governing their profession. The successor professional shall independently

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

ARTICLE 7
TERM FOR PERFORMANCE AND TERMINATION

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

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

7.3 **Extension of Term**. Notwithstanding anything to the contrary in this Agreement, the Term of this Agreement shall automatically be extended, as necessary, to remain in effect for the full duration of any Work Order issued pursuant to the Agreement that is in effect as of the expiration of the then-current term and has not been suspended pursuant to Section 7.6 herein below. Such extension shall apply solely with respect to the performance of the applicable Work Order(s) and all rights and obligations related thereto, unless otherwise expressly agreed in writing by the Parties.

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

7.5 **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement or any Work Order shall be subject to cancellation by CITY for cause should the CONSULTANT or any of its sub-consultants fail or refuse to properly or timely perform any of its obligations under this Agreement or any Work Order. The CITY shall notify the CONSULTANT of the failure(s) in writing, which shall include electronic messaging, and the CONSULTANT shall have seven (7) Days to cure the failure(s). Should the CONSULTANT fail to cure the failure(s) within that time, the CITY may send a second written notice terminating the Work Order or this entire Agreement for Cause, identifying the continuing failure(s). Upon receipt of that second notice, the CONSULTANT shall cease all further work on the Project(s) and

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immediately turn over to the CITY all documents regarding the Project(s) including, without limitation, all work performed by the CONSULTANT, whether complete or incomplete, approved, rejected or pending with the CITY. Nothing contained herein shall affect the CONSULTANT's professional responsibility regarding the Project(s). If the CITY terminates the Work Order and/or this Agreement for cause, the CITY shall determine and pay any amounts owed to the CONSULTANT for services rendered prior to the date of termination of this Agreement or Work Order, less the amount of any claim(s) the CITY may have against the CONSULTANT. Furthermore, notices to cure issued by the CITY will be taken into consideration by the CITY in the issuance of additional Work Orders and/or future contracts with the CITY.

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

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

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

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

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

ARTICLE 10
INDEMNIFICATION

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

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

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

ARTICLE 11
INSURANCE

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

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

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

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

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

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11.6 REQUIRED INSURANCE

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

Yes No

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

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

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

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

Yes No

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

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

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

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Yes No

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

Yes No

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

11.7 REQUIRED ENDORSEMENTS

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

11.7.2 Waiver of all Rights of Subrogation against the CITY.

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

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

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

11.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all as their interest may appear.

11.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

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

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ARTICLE 12
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 13
INDEPENDENT CONTRACTOR

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

ARTICLE 14
AGREEMENT SUBJECT TO FUNDING

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

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ARTICLE 15
UNCONTROLLABLE FORCES

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

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

ARTICLE 16
GOVERNING LAW AND VENUE

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

ARTICLE 17
SIGNATORY AUTHORITY

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

ARTICLE 18
DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19
BANKRUPTCY

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

ARTICLE 20
DISPUTE RESOLUTION

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

ARTICLE 21
PUBLIC RECORDS

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

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

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

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

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records in its possession to the CITY; and

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

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

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

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

ARTICLE 22
SCRUTINIZED COMPANIES

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

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

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

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

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22.1.2.2 Is engaged in business operations in Syria.

ARTICLE 23
EMPLOYMENT ELIGIBILITY

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

23.1.1 **Definitions for this Section**.

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

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

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

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

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

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

23.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

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

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

ARTICLE 24
FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

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

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

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

24.6.2 21.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

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

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

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

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

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

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24.16.1**Prohibitions**.

24.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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

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

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

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

24.16.2**Exceptions**.

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

24.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications

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equipment or services.

24.16.3 **Reporting Requirement**.

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

24.16.3.2 The CONSULTANT shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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

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

ARTICLE 25
MISCELLANEOUS

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

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

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

25.4 **Assignments; Amendments**. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of

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

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

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

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

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

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

CONSULTANT:
Charles A. Michelson, AIA & President
Saltz Michelson Architects, Inc.
3501 Griffin Road
Fort Lauderdale, FL 33312
E-mail: Project@SaltzMichelson.com
Telephone No: (954) 266-2700

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

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

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

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

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

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

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

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

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

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

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

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

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

25.20 **Public Entity Crimes**. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

25.21 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM

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NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

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

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

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

25.24.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

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

25.24.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

25.24.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

25.24.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

25.24.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by:
E2D2D4AA8795454...

MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:
Gabriel Fernandez
C73394489E8E401...

GABRIEL FERNANDEZ, CITY CLERK

January 29, 2026

BY: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

Signed by:

CONSULTANT:

SALTZ MICHELSON ARCHITECTS, INC.

Signed By: DocuSigned by:
Charles A. Michelson
E4DA0FF1F0704AD...

Printed Name: Charles A. Michelson

Title: President

Date: January 14, 2026

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AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 14, 2026

ENTITY: Saltz Michelson Architects, Inc.

SIGNED BY: DocuSigned by: Charles A. Michelson E4DA0FF1F0704AD...

NAME: Charles A. Michelson

TITLE: President

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

Request for Qualifications # PSPW-23-20

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

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

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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

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

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

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

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

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

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

1.1.1 VIRTUAL BID OPENING

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

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

Virtual Meeting Details:

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

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

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

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

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

1.2 PURPOSE

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

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

Professional Service disciplines include:

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

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

The City intends to enter into a Professional Services Continuing Contract, as defined by Florida Statute 287.055(2)(g), for **each** Professional Services discipline outlined above, that can be used on an as-needed basis. The continuing contract shall be used for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed $4 million, or for study activities in which the fee for professional services for each individual study under the contract does not exceed $500,000, or for work of a specified nature as outlined in the contract, or as further allowed, or amended from time to time, in Florida Statute 287.055.

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

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

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

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

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

1.3 SCOPE OF WORK

1.3.1 GENERAL

Applies to all disciplines:

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

1.3.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

Includes but not limited to:

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

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

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

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

Includes but not limited to:

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

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

1.3.4 GEOTECHNICAL SERVICES

Includes but not limited to:

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

1.3.5 STRUCTURAL ENGINEERING SERVICES

Includes but not limited to:

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

1.3.6 LAND SURVEYING SERVICES

Includes but not limited to:

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

1.3.7 GENERAL ARCHITECTURAL SERVICES

Includes but not limited to:

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

8. Certification of proposed requests for payments.

1.3.8 LANDSCAPE ARCHITECTURE SERVICES

Includes but not limited to:

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

1.3.9 HYDRO-GEOLOGICAL SERVICES

Includes but not limited to:

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

1.3.10 FDOT ROADWAY ENGINEERING SERVICES

Includes but not limited to:

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

1.4 CONTRACT TIMELINE

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

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

1.4.1 Post Award Process

1.4.1.1 Specimen Contract

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

1.4.1.2 Awarded Consultant for Each Professional Service Discipline

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

1.4.2 Contract Performance

1.4.2.1 Work Authorizations

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

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

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

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

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

1.4.2.2 Manner of Performance

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

1.4.2.3 Poor Performance

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

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

1.5 PROPOSAL SUBMISSION

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

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

1.5.1 Questionnaires

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

Tab 1 - Experience and Capabilities:

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

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength, and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of five (5) years of experience with projects in the HVHZ of South Florida per the Florida Building Code?
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. List any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members, which are not already listed on Standard Form 330.
10. Identify which of the nine Professional Service Discipline(s) you are applying for:
    a. General Civil and Environmental Engineering Services,
    b. MEP Engineering Services,
    c. Geotechnical Services,
    d. Structural Engineering Services,
    e. Land Surveying Services,
    f. General Architectural Services,

g. Landscape Architecture Services,
h. Hydro-Geological Services,
i. FDOT Roadway Engineering Services

11. Provide evidence of knowledge and experience with Broward County and industry standards, specifications, design procedures and plans production pertaining to the following Professional Service Discipline(s) you are applying for.

12. Reputation:

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

Tab 2 - References Form:

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

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

Details should include the following:

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

a. References Contact Information

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

b. Project Information

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

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

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

1. General:

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

2. Quality:

a. How do you ensure the quality of your services?
    i. What criteria do you use to measure your quality?
b. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
c. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control contract documentation, including record keeping.

Tab 4 - Willingness to meet time and budget requirements:

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

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

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

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

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

unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

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

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

f. Tell me about a time when the project timeline was delayed.
    i. How did you handle the situation?
g. Describe the firm's design and construction management methods and techniques. Include details on firm's ability to make decisions and facilitate resolution of disputes.
h. Describe the firm's knowledge and experience with scheduling.

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

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

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

1.5.2 Other Completed Questionnaires

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

2. Proposer's Background Information

3. Vendor Registration Checklist

1.5.3 Other Completed Documents:

1. Attachment A: Non-Collusive Affidavit

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

1.5.4 Optional Documentation

1. Trade Secrets:

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

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

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

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

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

2. Financial Statements:

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

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

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

3. Additional Information:

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

1.6 VENDOR REGISTRATION DOCUMENTS

The **https://ppines.bonfirehub.com/** website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

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

b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.9 Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

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

a. Lobbying:

i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying.**

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard**

Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters,** he or she shall **provide an explanation.**

1.6.11 Minority-Owned Business Enterprise

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

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

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

1.6.12 Woman-Owned Business Enterprise

1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.6.14 Professional Licenses, as applicable.

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

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.7.2 SCORING FOR LOCATION CRITERIA

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

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

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

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

Maximum Points Available for the "Location" criteria: 5

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

1.7.3 COMPETITIVE NEGOTIATION

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

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

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

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

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

1.7.4 PROHIBITION AGAINST CONTINGENT FEES

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

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

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

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

1.8 TENTATIVE SCHEDULE OF EVENTS

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

1.8.1 NON-MANDATORY PRE-BID MEETING

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

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

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

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

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

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

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

1.9 SUBMISSION REQUIREMENTS

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

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

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

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

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

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

SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

☐ ✖ 2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

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

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

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company

shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

Yes No

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

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

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

Yes No

☐ × 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

☐ × 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated.

Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

✓ ☐ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ✗ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

Yes No

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

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

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

Yes No

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

Yes No

☐ ☒ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

☐ ☒ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

☐ ☒ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

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

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

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

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

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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

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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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

unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES

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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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

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

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

3.28 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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

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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

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

2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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

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

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

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

3.34 CONE OF SILENCE

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

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

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

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

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

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

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

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

(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

a) “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

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

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

2) Registration Requirement; Termination:

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

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

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

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

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

3.36 JESSICA LUNSFORD ACT

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

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

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL

INTERESTS IN GOVERNMENT CONTRACTING

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

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

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

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

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

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

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

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

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

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

B+ to A+

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

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

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

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

4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

D. DAVIS-BACON & RELATED ACTS

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

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

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

E. COPELAND ANTI-KICKBACK ACT

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

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

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

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

G. FEDERAL CLEAN AIR AND WATER ACTS

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

H. SUSPENSION AND DEBARMENT

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

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

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure

Form to Report Lobbying," in accordance with its instructions.

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

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

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

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

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

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

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

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

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

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

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

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

M. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those

set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

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

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. DHS SEAL, LOGO, AND FLAGS

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

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

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

R. FRAUDULENT STATEMENTS

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

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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

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

system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) **Exceptions**. This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) **Reporting requirement**. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

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

V. PERSONALLY IDENTIFIBALE INFORMATION

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

W. RIGHTS IN DATA

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

X. INSPECTION AND ACCEPTANCE

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

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

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

Y. DOCUMENTATION OF COSTS

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

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

Z. DRUG FREE WORKPLACE

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

AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES

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

BB. PROHIBITIONS OF GRATUITIES

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

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

Exhibit "A"

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

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

Companies providing coverage

COVERAGES

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

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

Must Include General Liability

SAMPLE CERTIFICATE

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

AIL 30 DAYS WRITTEN

LEFT.

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

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

(DACORD CORPORATION 1988

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

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

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

PURPOSE

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

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

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

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

INDIVIDUAL AGENCY INSTRUCTIONS

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

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

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

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

Firm: Defined in FAR 36.102.

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

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

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

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

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

Section B. Architect-Engineer Point of Contact.

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

Section C. Proposed Team.

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Key Personnel Participation in Example Projects.

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

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

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

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G *(MATRIX)*

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

29. EXAMPLE PROJECTS KEY

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

Part II - General Qualifications

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

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

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

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

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

5. Ownership.

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

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

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

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

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

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

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

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

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

List of Disciplines *(Function Codes)*

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

List of Experience Categories *(Profile Codes)*

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

List of Experience Categories *(Profile Codes continued)*

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

List of Experience Categories *(Profile Codes continued)*

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

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Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

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

C. PROPOSED TEAM

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

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

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

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

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

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

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

19. RELEVANT PROJECTS

a.

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

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

☐ Check if project performed with current firm

b.

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

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

☐ Check if project performed with current firm

c.

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

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

☐ Check if project performed with current firm

d.

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

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

☐ Check if project performed with current firm

e.

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

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

☐ Check if project performed with current firm

Exhibit "A"

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

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

23. PROJECT OWNER'S INFORMATION

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

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

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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

29. EXAMPLE PROJECTS KEY

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

Exhibit "A"

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

Exhibit "A"

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

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

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	Other Employees					
	Total					

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

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

CONTINUING PROFESSIONAL SERVICES AGREEMENT

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

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

and

«Vendor» a **«Vendor_Business_Type»** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **«Solicitation_Advertisement_Date»**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **«Service_Description»** services, as more particularly described in **Exhibit "«Exhibit Letter/Number»"** attached hereto and by this reference made a part hereof, for the said bid entitled:

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

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

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

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

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

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

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

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

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

this Agreement shall be performed in a professional manner.

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

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

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

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

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

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

ARTICLE 3
TERM FOR PERFORMANCE AND TERMINATION

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

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

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

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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

ARTICLE 6
INDEMNIFICATION

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

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

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

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

ARTICLE 7
INSURANCE

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

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

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

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

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and

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

7.6 REQUIRED INSURANCE

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

Yes No

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

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

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

Yes No

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

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

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

Yes No

☐ ☐ 7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

Yes No

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

Yes No

☐ ☐ 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ☐ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be

no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

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

Yes No

☐ ☐ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

Yes No

☐ ☐ 7.6.13 Other Insurance

_____

_____

_____

7.7 REQUIRED ENDORSEMENTS

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

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

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

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

ARTICLE 8
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9
INDEPENDENT CONTRACTOR

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

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

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

Upon CITY's request, CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the __ Director or individual relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement

under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLES 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th
FLOOR PEMBROKE PINES, FL
33025
(954) 450-1050
mgraham@ppines.com

ARTICLE 18
SCRUTINIZED COMPANIES

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19
EQUAL BENEFITS FOR EMPLOYEES

19.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the

CITY's Code of Ordinances; or

☐ CONSULTANT does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

- ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
- ☐ CONSULTANT provides an employee the cash equivalent of benefits because the CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the CONSULTANT shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ CONSULTANT is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- ☐ CONSULTANT is a governmental agency.

19.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

19.3 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT's records pertaining to its benefits policies and its employment policies and practices.

19.4 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with**

Domestic Partners and all Married Couples".

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com. By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 20
EMPLOYMENT ELIGIBILITY

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section**.

20.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

20.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the

contract with the City of Pembroke Pines; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

21.1 **Equal Employment Opportunity**. During the performance of this contract, CONSULTANT agrees as follows:

21.1.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.1.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, sex, sexual orientation, gender identity, or national origin.

21.1.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

21.1.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2 **Davis-Bacon Act**. CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

21.3 **Copeland "Anti-Kickback" Act**. CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

21.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

21.4.1 **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2 **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (21.4.1) of this section, in the sum of
$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (21.4.1) of this section.

21.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (21.4.2) of this section.

21.4.4 **Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (21.4.1) through (21.4.4) of this section.

21.5 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21.5.1 **Clean Air Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

21.5.2 **Federal Water Pollution Control Act**. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

21.6 **Suspension and Debarment.** This Agreement is a covered transaction for

purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.6.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21.8 **Compliance with State Energy Policy and Conservation Act.** CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.9 **Procurement of Recovered Materials.** The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

21.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

21.11 **Rights to Inventions**. CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

21.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

21.13 **DHS Seal, Logo, and Flags**. CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

21.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.15 **Fraudulent Statements**. CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

21.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

21.16.1 **Prohibitions**.

21.16.1.1 Section 889(b) of the John S. McCain National Defense

Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

21.16.1.2.1 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

21.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

21.16.2 **Exceptions**.

21.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

21.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of

any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

21.16.3 **Reporting Requirement**.

21.16.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 21.16.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

21.16.3.2 The CONSULTANT shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph

21.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

21.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete;

glass, including optical fiber; and lumber.

21.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 22
MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

22.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONSULTANT	**«Vendor_Contact_Title»** **«Vendor_Name»** **«Vendor_Address_Line_1»** **«Vendor_Address_Line_2»** **E-mail: «Vendor_Email»** **Telephone No: «Vendor_Phone_Number»**

Cell phone No: **«Vendor_Cell_Number»**
Facsimile No: **«Vendor_Fax_Number»**

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Extent of Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern and prevail, followed by **Exhibit "A"**, and **Exhibit "B"**.

22.12 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.13 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

20.14 **No Third Party Beneficiaries**. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

20.15 A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCURING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO §558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

_____ BY: _____

Print Name: _____ MAYOR FRANK C. ORTIS
OFFICE OF THE CITY ATTORNEY

ATTEST: BY: _____

_____ CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONSULTANT:

{---**Company Name**---}

Signed By: _____

Printed Name: _____

Title: _____

Exhibit "A"

The City Of PEMBROKE PINES

Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	**132**	**10.61%**	

The City Of PEMBROKE PINES

Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment	
Equal Benefits Certification Form				
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor Drug-Free Workplace Certification Form				
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify System Certification Statement				
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Business Tax Receipts				
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutinized Company Certification				
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
11 Questions			**81.82% Complete**	

The City Of PEMBROKE PINES

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Required	
Standard Form 330	File Type: PDF (.pdf)	Multiple	Required	
Proposal Submission (Q-69AK)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	54133	Engineering Services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://ppines.bonfirehub.com/opportunities/119520.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

https://ppines.bonfirehub.com/opportunities/119520

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 20, 2024 2:00 PM EST.**

The Vendor Discussion period for this opportunity starts Jan 23, 2024 8:00 PM EST. The Vendor Discussion period for this opportunity ends Feb 05, 2024 11:30 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 20, 2024 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at**

least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://vendorsupport.gobonfire.com/hc/en-us

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

Exhibit "A"

PSPW-23-20 - CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

City of Pembroke Pines Back to list

Project Details

Project: CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

Ref. #: PSPW-23-20

Type: RFSQ

Status: CLOSED

Open Date: Jan 23rd 2024, 7:30 PM EST

Intent to Bid Due Date: Feb 27th 2024, 2:00 PM EST

Questions Due Date: Feb 20th 2024, 11:30 PM EST

Contact Information: Procurement Department, 954-518-9020

Close Date: Feb 27th 2024, 2:00 PM EST

Days Left: Submissions are now closed

February 2024 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28 OPEN	29	30	31 10...	1	2	3
4 OPEN	5	6	7	8	9	10
11 OPEN	12	13	14	15	16	17
18 OPEN	19	20	21	22	23	24
25 OPEN	26	27	28	29	1	2

Project Description:

The City of Pembroke Pines is seeking qualification statements from qualified firms, hereinafter referred to as Consultant(s), in order to enter into Continuing Contract(s) for various Professional Service disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

1 Navigation nclude, however are not limited to, specifications, designs/plans, design criteria packages, etc. ervice disciplines include: • General Civil and Environmental Engineering Services, • MEP

Engineering Services

Portal

Important Events:

Search

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jan 23rd 2024, 7:30 PM EST	N/A
PASSED	Pre Bid Meeting	Public Services Building, located at 8300 S Palm Drive, Pembroke Pines 33025.	There will be a non-mandatory pre-bid meeting scheduled on January 31, 2024 at 10:00 a.m. Meeting location will be at the Public Services Building Large Conference Room, located at 8300 S Palm Drive, Pembroke Pines 33025.The pre-bid meeting for this project will also be live-streamed from the Public Services Building Large Conference Room on January 31, 2024 at 10:00 a.m. Please see Section 1.8.1 of the bid package for more details.	Jan 31st 2024, 10:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Feb 20th 2024, 11:30 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Feb 27th 2024, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Feb 27th 2024, 2:00 PM EST	Yes

Commodity Codes:

US_NAICS_2022 5413 **Architectural, Engineering, and Related Services**
US_NAICS_2022 54131 **Architectural Services**
US_NAICS_2022 541310 **Architectural Services**
US_NAICS_2022 54132 **Landscape Architectural Services**
US_NAICS_2022 541320 **Landscape Architectural Services**
US_NAICS_2022 54133 **Engineering Services**
US_NAICS_2022 54136 **Geophysical Surveying and Mapping Services**
US_NAICS_2022 541360 **Geophysical Surveying and Mapping Services**
US_NAICS_2022 54137 **Surveying and Mapping (except Geophysical) Services**
US_NAICS_2022 541370 **Surveying and Mapping (except Geophysical) Services**

Supporting Documentation:

Download All Files Search

		Second Q&A	EST	Download

Portal

FAQs regarding the Bonfire Proposal Submission Form Questionnaire.pdf	Other	General Bonfire FAQs on Questionnaires	Mar 14th 2022, 7:00 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	Download
Questions and Answers (2).pdf	Other	Document - Addendum # 1 and Second Q&A	Feb 13th 2024, 12:35 PM EST	Download
Questions and Answers (3).pdf	Other	Document - Questions & Answers	Feb 22nd 2024, 6:21 PM EST	Download
Questions and Answers (4).pdf	Other	Document - Questions & Answers	Feb 26th 2024, 6:16 PM EST	Download
Questions and Answers.pdf	Other	Document - Questions & Answers	Feb 1st 2024, 6:33 PM EST	Download
RFQ # PSPW-23-20 Citywide Professional Service Providers.pdf	Documentation	1) RFQ	Jan 23rd 2024, 7:35 PM EST	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Nov 23rd 2021, 10:17 AM EST	Download
Specimen Contract – Professional Continuing Contract – CCNA - Federal.pdf	Documentation	Attachment D	Jan 22nd 2024, 4:58 PM EST	Download
Standard Form 330.pdf	Documentation	Attachment C	Nov 18th 2021, 4:48 PM EST	Download
Submission Instructions - PSPW-23-20.pdf	Other	General Bonfire Submission Instructions	Jan 23rd 2024, 10:51 AM EST	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Additional Information	File Type: PDF (.pdf)	Multiple	REQUIRED		
Standard Form 330	File Type: PDF (.pdf)	Multiple	REQUIRED		
1)osal Submission (Q-69AK)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response	Download

Skip Top Navigation

Questionnaire.

Document Takers

Search

Vendors	# Files	Actions
A.D.A. Engineering, Inc.	7	View
ACAI Associates, Inc.	15	View
AREHNA Engineering	13	View
Avirom & Associates, Inc.	10	View
Ballersidol	1	View
Baxter & Woodman, Inc.	7	View
BCC Engineering, LLC	1	View
BEA Architects	24	View
BenG	11	View
Bermello Ajamil & Partners, Inc.	9	View
BidNet	9	View
Bonfire Support (GP)	5	View
BOWMAN Consulting Group, LTD	8	View
Boynton Beach Business Consultants	7	View
CALTRAN ENGINEERING GROUP, INC	24	View
Cambridge LTD	130	View
Carnahan, Proctor and Cross	16	View
Caulfield & Wheeler, Inc.	8	View
CES Consultants, Inc.	8	View
Consulting, Inc.	2	View

Chen Moore and Associates	7	View
Choice Engineering Consultants	8	View
City of Sunny Isles Beach - Purchasing	3	View
Colliers Engineering & Design, Inc.	8	View
Control Point Associates	21	View
CPH	2	View
CPH Consulting, LLC	9	View
CPH, LLC	20	View
CPZ Architects, Inc.	22	View
Craig A. Smith and Associates, LLC	25	View
Craven, Thompson & Associates, Inc.	21	View
CTS Engineering, Inc.	13	View
Dodge Data & Analytics	14	View
Dodge Data and Analytics	1	View
DRMP, Inc.	14	View
EAC Consulting Inc	1	View
Engenuity Group, Inc.	12	View
Envirobidnet.com	8	View
Environmental Science Associates, Inc.	1	View
Florida International Consulting Engineers Design d/b/a FICE Design	7	View
Florida Technical Consultants	2	View
Florida Transportation Engineering, Inc	1	View
syntec Consultants dba Applied Technology and	1	View

GPI Geospatial	8	View
Gtech	7	View
Hammond & Associates	3	View
Harvard Jolly | PBK Architecture	1	View
Hazen and Sawyer	12	View
HSQ Group, LLC	16	View
Ingemel SA LLC	11	View
Intertek-PSI	1	View
Johnson, Mirmiran & Thompson, Inc.	8	View
JSA Group Inc.	31	View
KCI Technologies, Inc.	1	View
Kimley-Horn and Associates, Inc.	17	View
Langan	3	View
LIVS Associates, LLC	21	View
LSN Partners	1	View
M.C. Harry & Associates Inc.	4	View
Marketing Manager	36	View
Marlin Engineering, Inc.	14	View
Master Consulting Engineers, Inc.	5	View
McFarland-Johnson	3	View
McKim & Creed	8	View
McKim & Creed, Inc.	15	View
Miller Legg	16	View
Inc.	1	View

Onvia, Inc	8	View
Peacock Architect	24	View
Premiere Design Solutions Inc	7	View
Professional Service Industries, Inc.	1	View
R.E. Chisholm Architects, Inc.	19	View
R.J. Behar & Company, Inc.	18	View
Rodriguez Architects, Inc.	12	View
Rummel, Klepper & Kahl, LLP	2	View
Saltz Michelson Architects	14	View
SGM Engineering, Inc.	5	View
SGM-Engineering-Inc	10	View
Shay Enterprise	11	View
SRS Engineering, Inc	13	View
Stantec Consulting Services Inc.	1	View
Synalovski Romanik Saye, LLC.	20	View
Taylor Engineering	1	View
Terracon Consultants, Inc.	7	View
Tetra Tech	9	View
The Corradino Group, Inc.	13	View
The Valerin Group, Inc.	1	View
Tierra South Florida, Inc.	28	View
Universal Engineering Sciences, Inc.	16	View
VISUAL	1	View
1		
Skip Top Navigation ›s Management Associates, Inc.	2	View

Interested Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
ACAI Associates, Inc.	Melvern Atencio	matencio@aecmworld.com	19544844000	Architecture
Control Point Associates	Zoila Quishpe	zquishpe@cpasurvey.com	9082027986	Professional Land Surveying, Traditional Surveying, Construction Stakeout, 3D Laser scanning, mobile lidar, Subsurface Utility Engineering (SUE), Aerial Photogrammetry UAV, GIS and Hydrographic Services
Craig A. Smith and Associates, LLC	Andrea Cole	acole@craigasmith.Com	15613144445	Surveying and Mapping and Utility Locating
CTS Engineering, Inc.	Stephanie Morell	smorell@ctseinc.com		General Civil Engineering, Land Surveying, and FDOT Roadway Engineering
Ingemel SA LLC	PEDRO ARIAS	pedroa@ingemel.com	9543182264	MEP Engineering
Master Consulting Engineers, Inc.	Toni Farber	toni@mcengineers.com	19546141857	Structural Engineering

Messages

Public Notices (6*) Vendor Discussions (19*)

Search

Search...

Irene Munarriz
Questions & Answers
Please find attached the fourth (and final) Q&A document.
6:16 PM

Irene Munarriz
Questions & Answers
Please find attached the third Q&A document.
6:21 PM

Please find attached Addendum # 1 and the second Q&A document.

Portal

12:35 PM

Irene Munarriz
Question Due Date Changes
The question due date has been changed from February 12, 2024 to February 14, 2024.

4:15 PM

Irene Munarriz
Questions & Answers
Please see the attached Q&A document for some questions we have received so far. Please note that …

Click New Public Notice or click a conversation on the left to see message here.

Submissions and Subcontracting

This project is not open for proposal submissions at this time.

The City Of PEMBROKE PINES

Public Notices

Question Due Date Changes

Feb 01, 2024 12:45 PM EST
The question due date has been changed from February 5, 2024 to February 12, 2024.

Questions & Answers

Feb 01, 2024 6:33 PM EST
Please see the attached Q&A document for some questions we have received so far. Please note that additional Q&A documents will be released as the City continues to receive questions. If a firm has already submitted a question and it is not addressed in this document, the City is already working on providing a response.

Question Due Date Changes

Feb 12, 2024 4:15 PM EST
The question due date has been changed from February 12, 2024 to February 14, 2024.

Addendum # 1 and Second Q&A

Feb 13, 2024 12:35 PM EST
Please find attached Addendum # 1 and the second Q&A document.

The City Of PEMBROKE PINES

Questions & Answers

Feb 22, 2024 6:21 PM EST
Please find attached the third Q&A document.

Questions & Answers

Feb 26, 2024 6:16 PM EST
Please find attached the fourth (and final) Q&A document.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

Exhibit "A"

February 13, 2024 IFB # PSPW-23-20

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Iris A. Siple
VICE MAYOR
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
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jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
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tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
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acastillo@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

Addendum # 1
City of Pembroke Pines
IFB # PSPW-23-20
CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

The purpose of Addendum # 1 is to amend language in **Section 1.3.10 FDOT Roadway Engineering Services.** This Addendum will also address changes made to the bid schedule.

1. **Section 1.3.10 FDOT Roadway Engineering Services** states**:**

   Firms submitting must have the following FDOT Certifications:

   a. 2.0 PD&E Studies
   b. 3.1 Minor Highway Design
   c. 3.2 Major Highway Design
   d. 6.1 Traffic Engineering Studies
   e. 6.2 Traffic Signal Timing
   f. 7.1 Signal, Pavement Marking and Channelization
   g. 7.2 Lighting
   h. 7.3 Signalization
   i. 8.1 Control Surveying
   j. 8.2 Design, Right of Way and Construction Survey
   k. 8.4 Right of Way Mapping
   l. 10.1 Roadway Construction Engineering Inspection
   m. 10.3 Construction Materials Inspection
   n. 15.0 Landscape Architect

   The City is amending the statement: “Firms submitting **must** have the following FDOT Certifications.”

   The City is **no longer** requiring the vendors to submit *all* of the listed FDOT certifications; rather the City is allowing vendors to submit the certifications that they possess.

   Please note that vendors shall submit FDOT Certifications for in-house personnel, however, they may also submit FDOT Certifications from subsconsultants in their proposed team as part of their proposal for review by the Evaluation Committee to determine the most overall qualified firm.

2. Regarding Section 1.3.10 FDOT Roadway Engineering Services, the City is adding the **14.0 Architect** FDOT Certificate as a desired certification.

3. **Bid Schedule Changes:**

   The Question Due Date will be extended to: **Tuesday, February 20, 2024.**

   The Deadline for Submissions will be extended to: **Tuesday, February 27, 2024.**

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

The City Of PEMBROKE PINES

Questions & Answers

1) In regards to the Professional Service disciplines listed on page 8, do firms need to satisfy each discipline listed or can firms submit their proposal for one (1) of the disciplines listed (i.e. General Architectural Services)?
Answer: Per Section 1.2 of the bid package, Consultants may submit responses to qualify for one, multiple, or all of the professional services. Firms do not need to bid on each discipline. The city shall select one consultant for **each** discipline; however, one consultant can be selected for various disciplines. Please refer to Section 1.5.1 Questionnaires. Tab 1 – Experience and Capabilities, Question # 10 asks the firm to identify which of the nine Professional Service Discipline(s) they are applying for.

2) Does the City anticipate awarding a pool, or more than one vendor per discipline?
Answer: Per Section 1.2 of the bid package, The City intends to enter into a Professional Services Continuing Contract with **one** vendor for **each** Professional Services discipline outlined below: General Civil and Environmental Engineering Services MEP Engineering Services Geotechnical Services Structural Engineering Services Land Surveying Services General Architectural Services Landscape Architecture Services Hydro-Geological Services FDOT Roadway Engineering Services

3) Can firms include subcontractors in their proposal? Can firms submit subcontractor's certificates to satisfy bid requirements?
Answer: Per Section 1.2 of the bid package, consultants may submit responses which include subconsultants in their proposed team. Consultants will be able to submit responses as a prime consultant and may also be listed as a subconsultant on another firm's proposal. Prime consultants shall submit qualifications/certifications for in-house personnel, as well as the qualifications/certifications for subconsultants in their proposed team.

The City Of PEMBROKE PINES

4) What City location will be utilized when calculating the Location criteria score?
Answer: Per Section 1.7.2 of the bid package, the Location submitted by each proposer will be entered into Google Maps and the shortest distance, in miles (not minutes), shown on Google Maps from the proposer's location to the **City's address of City Hall, 601 City Center Way, Pembroke Pines, FL 33025 will be used to determine the Shortest Distance from of the proposer's location**.

5) How many contracts per discipline does the City plan to award?
Answer: See question # 2.

6) For the Architectural services could you kindly clarify if the city requires the inclusion of consultants (such as civil, structural, MEP, etc.) as part of our team's proposal? Are you seeking comprehensive information from the architectural firm alone, or should our proposal encompass a collaborative team?
Answer: See question # 3.

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Questions & Answers

Questions 1 – 6 answered in first “Questions and Answers” document from 2/1/2024.

7) Do all certifications (a. through n.) need to be provided if submitting for 1.3.10 FDOT Roadway Engineering Services?
Answer: Please see Addendum # 1 revising Section 1.3.10 FDOT Roadway Engineering Services. The City is amending the language in this section to state that firms are not required to submit *all* certifications, however, they should submit the ones that they possess.

8) As architects for FDOT, we've noted that some roadway projects require architectural services. However, we observed that the FDOT Roadway Engineering Services currently do not encompass Section 14.0 Architecture. Could you kindly confirm if the city has plans to include Section 14.0 Architecture?
Answer: The City will agree to add FDOT Work Group 14.0 Architect to the list of desired FDOT Certifications listed in Section 1.3.10. This will be addressed in Addendum # 1.

9) What is the actual deadline for questions? The schedule on page 29 lists it as February 5th but on this portal, it lists February 12th.
Answer: Please see the Public Notice “Question Due Date Changes” released on 2/1/2024. In addition, Addendum # 1 addresses further schedule changes.

10) Are proposers required to source an FDOT roadway engineer and an engineer who offers hydro-geological services, or are these not mandatory to our proposed team?
Answer: Vendors are required to identify which of the nine Professional Service Discipline(s) they are applying for, in Tab 1 of the Proposal Submission Questionnaire. Please note that the Hydro-Geological Services and the FDOT Roadway Engineering Services are two different disciplines. Proposers can submit a bid for both the Hydro-Geological Services and the FDOT Roadway Engineering Services, or just one of the disciplines.

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If a vendor is submitting a bid for the FDOT Roadway Engineering Services discipline, they shall submit the certifications that they possess for in-house personnel and may also submit qualifications/certifications for subconsultants in their proposed team.

11) Do we need to answer each question in the References Form directly or can it be answered by providing the reference form? Do sub consultants have to answer references forms?
Answer: Vendors shall download the “Proposal Submission” Excel from the Requested Information section on Bonfire, fill out the questionnaires in their entirety, and upload the completed Excel document back up to Bonfire as part of the submittal. The questions found in Tab 2: References Form of the “Proposal Submission” shall be addressed in the Excel document questionnaire. Sub consultants do not have to provide references forms.

12) On page 17 of 59, in Tab 2, the RFQ states, “References should be from the last five years.” Does this mean the references can only be completed, or can the references be ongoing as well?
Answer: If the contract/project is still ongoing, but originated within the last 5 years, it is an acceptable reference.

13) Are we allowed to have a cover/ transmittal letter?
Answer: Firms are allowed to submit cover/transmittal letters in their proposal. Any additional proposal information that would like to be included as part of the submittal, may be uploaded onto the “Additional Information” section on Bonfire.

14) Who will be managing the contract, what is their title, and what department do they work in?
Answer: Depending on the discipline, the project manager may vary. Various City departments may use the contract on an as-needed basis.

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15) Does a consultant have to provide all the services listed under a discipline in order to bid on such discipline? If not, what is the minimum percentage of services?
Answer: Proposers shall 1) identify which discipline they are applying for in Tab 1 of the Proposal Submission, and 2) elaborate on the services that they provide under a discipline for review by the Evaluation Committee. Proposers shall include applicable in-house personnel qualifications/certifications that they possess for a discipline, as well as subconsultants qualifications/certifications.

16) Does a Certified Minority Business Enterprise (CMBE) sub-consultant qualify the prime consultant proposal for the CMBE 2.5 points?
Answer: No. The primary firm must be the CMBE in order to qualify for the 2.5 points.

17) In the "Bonfire" portal under registration, what is "Organization Registration Documents, as applicable"?
Answer: A submittal for the “Organization Registration Documents, as applicable” field is optional, however, it may be used to upload additional registration documents, such as Articles of Incorporation.

18) For the Proposal Submission (Q-69AK), do we need to submit our response directly in the Excel Template provided or can we prepare our own document with tabs to answer all of these questions?
Answer: Vendors shall download the “Proposal Submission” Excel from the Requested Information section on Bonfire, fill out the questionnaires in their entirety, and upload the completed Excel document back up to Bonfire as part of the submittal.

19) What does it mean that Bonfire system utilizes “Questionnaires” to request the following information from prospective proposers? What does it refer to with "Questionnaires"?
Answer: The “Questionnaires” that are being referred to are the tabs found in the required “Proposal Submission” Excel document. See questions # 11 and # 18.

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20) On the Questionnaire Summary Page it says that there are (15) questions for Tab 4. However on Tab 4 in the Questionnaire there is only instructions and no place to respond to questions. The RFQ package states questions 1. Budget a-f and 2. Timeline a-h. How can we submit our responses to these questions?
Answer: Tab 4 of the Proposal Submission Questionnaire should have the questions in the excel sheet available for vendors to answer. If you are experiencing an issue with the downloaded Questionnaire, please contact Support@GoBonfire.com.

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Questions & Answers

Questions 7 – 19 answered in second “Questions and Answers” document from 2/13/2024.

20) Question Regarding Section 2 – Insurance Requirements: 2.1 Indemnification 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided. - The Indemnity provision in Section 2.1.2 is not complaint with §725.08 Fla. Stat. Would the City replace section 2.1.2 with the following statutorily complaint provision: The CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the contract.
Answer: At the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08. In addition, at the time of award, the City will extend to the Contractor a preliminary draft of the agreement to allow the Contractor for an opportunity to assess the terms therein. During this review, the Contractor is encouraged to express approval or point out any modifications they deem necessary. This collaborative process aims to ensure transparency and alignment between both parties before finalizing the contractual agreement.

21) Question Regarding Section 3 – General Terms & Conditions: 3.27 INDEMNIFICATION The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. CITY reserves the right to select its own legal counsel to conduct any defense in any such

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proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

- Strike "and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement," as it is not compliant with §725.08 Fla. Stat.

Answer: The City Attorney's Office has made the following recommendation:

Drafting the Hold Harmless and Indemnification section of the future contract to mirror Sec. 725.08, Fla. Stat., as follows:

"CONTRACTOR agrees to indemnify and hold CITY, its officers, and employees harmless from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract"

22) Question Regarding Section 3 – General Terms & Conditions:

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

- Strike this provision as it is not appropriate for a professional design services contract with a public agency.

Answer: Florida law limits the extent of indemnification and Hold Harmless provisions in design professional contracts. Sec. 725.08(2), Fla. Stat. provides "Except as specifically provided in Subsection (1), a professional services contract entered into with a public agency may not require that the design professional defend, indemnify, or hold harmless the agency, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void against the public policy of this state."

The language proffered in the response to Question 21 is derived from Subsection (1), referenced above.

The City Of PEMBROKE PINES

23) Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement - Would the City replace this section with the following statutorily complaint provision: The Successful Proposer shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.
Answer: Please refer to Question # 20 - at the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08.

24) Question Regarding Section 4 – Special Terms & Conditions: W. RIGHTS IN DATA Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required. - Change this provision to read: Except if otherwise agreed to in writing, upon payment to CONTRACTOR pursuant to the payment terms in this agreement, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.
Answer: Every document and communication produced to the City is subject to Florida's public records laws and must be produced upon request unless the document or communication falls within a statutory exemption. If the Administration chooses to incorporate Contractor's proffered language, we advise that the future agreement between the City and the Contractor incorporate document retention provisions for the Contractor providing that Contractor agrees to hold all public records within its possession and control that have not yet become the exclusive property of the City and produce the documents upon notification from the City's custodian of records that a request for said records has been made pursuant to Florida Law.

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25) Question Regarding the Continuing Professional Services Agreement: ARTICLE 6 INDEMNIFICATION 6.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. - Would the City replace this section with the following statutorily complaint provision: The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.
Answer: Please refer to Question # 20 - at the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08.

26) Question Regarding the Continuing Professional Services Agreement: ARTICLE 22 MISCELLANEOUS 22.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes. - Change this provision to read: Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, upon payment to CONSULTANT pursuant to the payment terms in this agreement, whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.
Answer: In the absence of a statutory exemption, all documents, reports, surveys, plans, studies, and other data provided by Contractor to City are subject to Florida's public records law and must be produced pursuant to a public records request made pursuant to Sec. 119, Fla. Stat.

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27) Can the City please provide information for when the new Bid Opening date and time will be?
Answer: Please see Addendum # 1.

28) We understand that we are not able to modify the spreadsheet, limiting our available space to respond. Is it permitted to have additional pages to provide further explanations? Are we limited to the space within the comment box?
Answer: The Excel sheet cell can expand to provide lengthier explanations. Any additional proposal information that would like to be included as part of the submittal, may be uploaded onto the “Additional Information” section on Bonfire.

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The City Of PEMBROKE PINES

Questions & Answers

Questions 20 – 28 answered in third “Questions and Answers” document from 2/22/2024.

29) Can the City please make the indemnification language found in Article 6 Indemnification of the Specimen Contract (pages 5-6) the same as the indemnification language found in Section 2.1.2. of the RFQ (pages 32-33)? The language in the Specimen Contract is broad form, but the indemnification language in the RFQ follows the Florida Statute 725.08.
Answer: The Specimen Contract is a sample contract. At the time of award, the City will ensure that indemnification terms in the agreement are in compliance with Statute 725.08. In addition, at the time of award, the City will extend to the Contractor a preliminary draft of the agreement to allow the Contractor for an opportunity to assess the terms therein. During this review, the Contractor is encouraged to express approval or point out any modifications they deem necessary.

30) Question Regarding Section 4 – Special Terms & Conditions: U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. - Add the following text to this provision: In the event any of CONTRACTOR’s data is subsequently used, reused, or modified in any respect without CONTRACTOR’s involvement and oversight, the CITY hereby agrees to release, indemnify, and hold CONTRACTOR harmless against any claim or damages arising from the reuse or modification of said data.
Answer: The Public Services Department has decided not to incorporate or modify the requested language at this time.

Exhibit "B"

Question Set 1: Tab 1 - Experience and Capabilities

Question Set 1 Instructions

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	Established in 1976, SMA is an award-winning architectural firm specializing in architectural design, site analysis, master planning, space planning, bidding, and construction phase services throughout Florida. Our interest in this contract is driven by several factors - our close geographic proximity, our deep personal investment in the community's advancement, and our steadfast dedication to delivering top-notch services to enhance both your projects and the broader community. Currently, we are engaged with the City on the revitalization of your Polk Building. Conveniently located five miles from the City of Pembroke Pines, our firm's	
1.0.2	Describe the size of your firm.	With offices in Fort Lauderdale, Doral, and Stuart, we are a team of thirty-three professionals including ten Registered Architects and five LEED Accredited Professionals.	
1.0.3	Describe your firm's financial history, strength and stability.	SMA's financial condition is strong and can be verified with Dun & Bradstreet: D&B DUNS NUMBER: 94-585 -1731. If requested, SMA can provide our most recent Financial Statements.	
1.0.4	Describe your firm's range of activities.	To provide clients with a comprehensive array of services for the development of public facilities, SMA offers the following that are available through its in-house staff and consultants: •Analysis of projected building and land space requirements, including examination and inventories of existing building usability, if required •Site selection and development including alternative site determination and evaluation •Analysis of the impact of development on the surrounding community in terms of traffic generation, community services, and local ecology •Land use, concurrency, platting and zoning analysis •Financial feasibility studies including budget	

		rm contracts are our area of expertise. We are large enough and have diverse experience to respond to any type of project under a term contract. Our extensive list of open-ended contracts includes Broward County (30 years), Broward College (27 years), Memorial Healthcare System (29 consecutive years), and numerous other government and other public agencies; as such, we understand the unique needs of these types of projects. Our firm's technical expertise brings added value to our clients by utilizing Building Information Modeling (BIM) technology, which establishes a collaborative platform for the entire project team to communicate via Revit. With this tool, we can create a single, easily shared 3D model	
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects		
1.0.6	Do you have a minimum of five (5) years of experience with projects in the HVHZ of South Florida per the Florida Building Code?	Yes	SMA has served as the architect of record for numerous essential facilities over the last 40 years, including Broward County's Addiction Treatment Center (BARC) in 2018 and the EOC Building for the City of Weston in 2016. Our expertise in projects requiring extreme wind risk assessment and analysis encompasses not only structural considerations to enhance building strength and flood elevations for added height but also includes detailing windows, doors, roofs, and flashings to ensure the building envelope remains secure from the elements. Our hardening experience incorporates innovative solutions that enable facilities to remain operational throughout construction. Throughout the $28M Memorial Regional Hospital hardening project, a high-security facility, operations continued seamlessly across its 19 construction phases while the entire hospital underwent encapsulation with a new exterior. Additionally, we served as the architects in 2015 for the $10M wind mitigation and renovation of Broward County's eight-story main library and covered pedestrian bridge, both of which remained operational throughout the duration of the project.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	SMA's main office is just five miles away from Pembroke Pines. We've been involved in several projects in the area, including designing, obtaining permits, and overseeing construction for a 1,700 square foot meeting room/restroom building and two new illuminated soccer fields at West Pines Soccer Park and Nature Preserve. Additionally, we served as the architect for the Pembroke Shores YMCA addition & renovation project. For the past 29 years, we've been the designated architect for the South Broward Hospital District. During this time, we've worked on various projects for Memorial Hospital Pembroke, including an IT/Data Center serving the entire District. We've also acted as the owner's representative for	
1.0.8	Explain the availability and access to the firm's top level management personnel.	SMA's leadership will take a hands-on approach by actively participating in and overseeing projects for the City of Pembroke Pines. This direct involvement will ensure that the expertise and insights of the firm's principals are directly applied to a project's execution, leading to more informed decision-making, better problem-solving, and higher-quality outcomes. Additionally, having principals actively engaged in the project fosters a sense of accountability and commitment, as they are personally invested in its success.	

1.0.9	List any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members, which are not already listed on Standard Form 330.	•2023: SMA received AIA Fort Lauderdale's "Firm of the Year" award. •2023: SMA's Lauderhill Transit Center project, Broward County's very first Net Positive structure, received "LEED v4 BD+C Transit Station" Certification and received the USGBC "Exceptional Sustainable Technology" Award. •2020: SMA's Broward County Addiction Treatment Center (BARC) was awarded the 2020 "Innovative Project of the Year: New Construction – Public Safety" Award by USGBC South Florida. •2019: SMA received the AIA Florida/Caribbean "Firm of the Year" award. •2019: SMA received the AIA Fort Lauderdale Chapter of the American Institute of Architects "Gold Member Service" Award	
1.0.10	Identify which of the nine Professional Service Discipline(s) you are applying for: a. General Civil and Environmental Engineering Services, b. MEP Engineering Services, c. Geotechnical Services, d. Structural Engineering Services, e. Land Surveying Services, f. General Architectural Services, g. Landscape Architecture Services, h. Hydro-Geological Services, i. FDOT Roadway Engineering Services	f. General Architectural Services	
1.0.11	Provide evidence of knowledge and experience with Broward County and industry standards, specifications, design procedures and plans production pertaining to the following Professional Service Discipline(s) you are applying for.	SMA, a Broward County firm with over 48 years practicing architecture throughout the county, knows industry standards, specifications, design procedures, and plans production pertaining to Architecture. We have a continuing contract with Broward County Construction Management Division (CMD) for almost 30 years. We also have an ongoing contracts with the County's Aviation (BCAD) and Transit Departments.	
1.0.12	What is your reputation compared to your peers in the market?	Located in the heart of our community, SMA is a legacy Broward County firm known for our innovation and reliability. With a forward-thinking approach, we incorporate cutting-edge technologies and sustainable practices to create spaces that inspire and uplift. Our commitment to responsible architecture goes beyond aesthetics, as we prioritize environmentally friendly materials and energy-efficient designs. SMA actively engages with local stakeholders, listening to community needs and collaborating closely with clients to ensure that each project reflects the values and aspirations of the people it serves. Our dedication to innovation and responsibility not only shapes the physical landscape of our city but also	

1.0.13	What is your reputation like among customers and how have you developed it?	Our clients consistently praise our architectural services for exceptional quality, attention to detail, and innovative design solutions. They appreciate our ability to transform their visions into tangible realities that not only meet but exceed their expectations. Our collaborative approach, where we actively listen to their needs and incorporate their feedback throughout the process, ensures that every project reflects their unique vision and objectives. Clients value our reliability, professionalism, and dedication to delivering projects on time and within budget. They often commend our team for their creativity, expertise, and passion for architecture, which shines through in every aspect of our work. Overall, clients view us	
1.0.14	How does your service differ from similar competitors'? How do you win and retain business?	As architects, we secure repeat business through our unwavering dedication to client satisfaction and the quality of our work. By consistently delivering exceptional designs that exceed expectations, we foster long-term relationships built on trust and reliability. Our collaborative approach ensures that we deeply understand our clients' needs and preferences, allowing us to tailor our solutions to their specific requirements. Additionally, our commitment to innovation and staying abreast of industry trends enables us to offer fresh perspectives and cutting-edge designs that resonate with our clients. Through clear communication, transparent processes, and a focus on delivering value, we cultivate lasting partnerships that lead	
1.0.15	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	With a history spanning 48 years, SMA has amassed a comprehensive portfolio of open-ended contracts with various government and other public agencies. This extensive experience equips us with a profound understanding of the distinctive requirements associated with such diverse projects, enabling us to deliver tailored solutions effectively. Whether it's planned capital improvements, modernization initiatives, design criteria development, or addressing issues such as reroofs, ADA upgrades, leak troubleshooting, storm remediation, and repairs, SMA is equipped to provide prompt and efficient responses. With a team of ten registered architects locally available, we possess the necessary staffing and over 200 years of	
15 Questions			**100.00% Complete**

Exhibit "B"

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. The projects listed in this section shall be the firm's best examples of previous projects that are similar in size and scope. These projects and additional projects may also be listed on Standard Form 330.

In addition, do not provide references for City of Pembroke Pines projects.

Details should include the following:

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided Services for?	Having been in business 48 years, SMA has provided services for several hundreds of clients.	
2.1.2	What similar or related projects have you worked on within the past three years?	For more than 45 years, SMA has worked on many projects under open-ended agreements. This includes Broward County (29 years), Memorial Healthcare System (29 consecutive years), and Broward College (27 years) in addition to continuing contracts with other municipalities and other public clients. Projects for Broward County over the past three years under this type of agreement include new electric bus charging infrastructure; main library exterior refurbishment; main jail judge's bench; convention center design criteria; main library plaza restoration; first floor renovation at Government Center East; EOC computer room relocation; Judicial complex; and Government	
2.1.3	What challenges did you face and how did you overcome them?	Navigating projects under open-ended agreements can be challenging due to changes of scope, timeline, or budget. One significant challenge is managing scope creep, where project requirements expand beyond initial expectations. To overcome this, SMA uses management techniques such as regular client communication, comprehensive project documentation, and proactive change control processes. By effectively communicating any deviations from the agreed-upon scope, our team can mitigate the risk of scope creep and ensure the project focus remains on time and within budget. Another challenge is balancing project priorities and resource allocation. With multiple projects potentially	
2.1.4	How many of your clients are repeat clients?	70%	
2.1.5	How much of your revenue is derived from managing projects similar to ours?	50%	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	Broward County	
2.2.2	Address	115 S. Andrews Avenue, Room A550 Fort Lauderdale, FL 33301	
2.2.3	Contact Name	Jeff Thompson, AIA	
2.2.4	Contact Title	Assistant Director	
2.2.5	Contact E-mail Address	jthompson@broward.org	

2.2.6	Contact Telephone #	(954) 357-8460	
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	Emerald Construction Corp.	
2.3.2	Name and location of the project	Broward County Lauderhill Transit Center, Lauderhill	
2.3.3	Nature of the firm's responsibility on the project	Seated on a 1.5-acre parcel of land, this new transit center is comprised of three buildings - Broward County Transit services, a security office, and a public restroom building - and is the County's first net positive structure. The complex serves over 8,000 transit passengers daily and provides ten (10) bus bays to accommodate 40-foot and 42-foot fixed buses and 60-foot articulated buses.	
2.3.4	Project duration	41 Months	
2.3.5	Completion (Anticipated) Date	06/2021	
2.3.6	Size of project	68,000 SF Parcel/3 Buildings	
2.3.7	Cost of project	$11,595,607	
2.3.8	Work for which staff was responsible	Full A/E design services & construction administration.	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	Broward County	
2.4.2	Address	115 South Andrews Avenue, Room 501 Fort Lauderdale, FL 33301	
2.4.3	Contact Name	Stephen Greco	
2.4.4	Contact Title	Expansion Project Administrator	
2.4.5	Contact E-mail Address	sgreco@broward.org	
2.4.6	Contact Telephone #	(954) 357-8533	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	Pirtle	
2.5.2	Name and location of the project	Nancy J. Cotterman Center (NJCC), Oakland Park	
2.5.3	Nature of the firm's responsibility on the project	Full A/E design services & construction administration. The Nancy J. Cotterman Center (NJCC) is a two-story office building of approximately 28,000 square feet providing counseling services for Broward County residents. The site is ± 2.1 acres and includes parking on the east, north and west sides of the building.	
2.5.4	Project duration	82 Months	
2.5.5	Completion (Anticipated) Date	10/2023	
2.5.6	Size of project	28,000 Square Feet	
2.5.7	Cost of project	$14,380,104	
2.5.8	Work for which staff was responsible	Full A/E design services and construction administration.	
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	City of Sunrise	

2.6.2	Address	777 Sawgrass Corporate Parkway, Sunrise, FL 33325	
2.6.3	Contact Name	Chris Ulrich	
2.6.4	Contact Title	Project Manager	
2.6.5	Contact E-mail Address	culrich@sunrisefl.gov	
2.6.6	Contact Telephone #	(954) 888-6060	
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	MBR Construction	
2.7.2	Name and location of the project	Sunrise Athletic Center and Park, Sunrise	
2.7.3	Nature of the firm's responsibility on the project	Full A/E design services & construction administration for the addition to and renovation of a 1,156,848 SF park, adding a new 15,000 SF athletic building, playground, food/market plaza, multi-sport fields, concession stand, and five new covered outdoor basketball fields.	
2.7.4	Project duration	66 Months	
2.7.5	Completion (Anticipated) Date	07/2022	
2.7.6	Size of project	Park: 1,156,848 SF Athletic Center: 15,000 SF	
2.7.7	Cost of project	$14,800,000	
2.7.8	Work for which staff was responsible	Full A/E design services and construction administration.	
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	City of Pompano Beach	
2.8.2	Address	100 West Atlantic Blvd., Pompano Beach, FL 33060	
2.8.3	Contact Name	Horacio Danovich	
2.8.4	Contact Title	Project Manager	
2.8.5	Contact E-mail Address	Horacio.Danovich@copbfl.com	
2.8.6	Contact Telephone #	(954) 786-7834	
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	DiPompeo Construction Corporation	
2.9.2	Name and location of the project	City of Pompano Beach Fire Station No. 114, Pompano Beach	
2.9.3	Nature of the firm's responsibility on the project	Full A/E services for a new two story, 13,990 square fire station with three bays to accommodate 11 Firefighters, 1 city outreach staff member, and building support functions. This facility will be designed and constructed to meet Category V storms and be designated as "essential facilities".	
2.9.4	Project duration	42 Months	
2.9.5	Completion (Anticipated) Date	10/2022	
2.9.6	Size of project	13,990 Square Feet	
2.9.7	Cost of project	$6,100,000	

2.9.8	Work for which staff was responsible	Full A/E design services and construction administration.	
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	City of Weston	
2.10.2	Address	17200 Royal Palm Boulevard, Weston, FL 33326	
2.10.3	Contact Name	Bernarde Eugene	
2.10.4	Contact Title	Capital Project Construction Manager	
2.10.5	Contact E-mail Address	beugene@westonfl.org	
2.10.6	Contact Telephone #	(954) 385-2600	
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	Link Construction Group	
2.11.2	Name and location of the project	Weston Fire Station No. 21, Weston	
2.11.3	Nature of the firm's responsibility on the project	Full A/E services for a new 12,578 square foot, state-of-the-art fire station capable of withstanding a Category 5 hurricane. The facility includes a watch room, three apparatus bays, nine bunk rooms, offices, an exercise room, kitchen and dining area, bunker gear, day room, and support spaces as well as site development, on grade parking, concrete drive aprons, and site lighting.	
2.11.4	Project duration	41 Months	
2.11.5	Completion (Anticipated) Date	06/2021	
2.11.6	Size of project	12,578 Square Feet	
2.11.7	Cost of project	$5,739,893	
2.11.8	Work for which staff was responsible	Full A/E design services and construction administration.	
75 Questions			**100.00% Complete**

Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work

Question Set 3 Instructions

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	The overall intent of an A/E professional services continuing contract is to establish a mutually beneficial partnership between an architectural firm and a client, fostering a long-term relationship built on trust, collaboration, and shared goals. This type of contract enables the client to engage the architectural firm on an ongoing basis for a variety of architectural services, ranging from feasibility studies and programming to design development, construction documentation, and post-occupancy evaluations. By entering into an open-ended contract, the City will benefit from our team's expertise, creativity, and familiarity with your unique needs, streamlining project delivery and ensuring	
3.0.2	Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.	Having prior experience working directly for the city, along with hundreds of prior and current projects within the City of Pembroke Pines that include healthcare (Memorial Healthcare System), retail, mixed-use, and education, SMA is intimately familiar with and understand the intricate requirements outlined by the City's Standards, Codes, and Engineering Standards. These regulatory frameworks encompass a diverse range of considerations, including building safety, accessibility, environmental sustainability, and urban planning guidelines. SMA stays abreast of these standards through continuous professional development, ongoing education, and active engagement with regulatory bodies and industry associations.	
3.0.3	Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.	Familiarity with engineering permitting and preparing studies, as well as miscellaneous designs, under a continuing service agreement, is essential for ensuring efficient project delivery and regulatory compliance across multiple projects. Under a continuing service agreement, our team will leverage its expertise and experience from similar projects to streamline processes, optimize outcomes, and alleviate potential risks. The SMA team will build upon previous experiences and lessons learned from similar projects. Drawing upon this familiarity, SMA is adept at navigating the intricate nuances of engineering permitting processes, understanding the specific	

3.0.4	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	Our Team's collective approach is rooted heavily in collaboration and interaction. We recognize the necessity of bringing technical and financial points of view into the planning and design process. Our goal is to save costs, provide value, and maintain levels of service and institutional integrity by optimizing relationships and resources. Our time-tested approach adds value through: Objectivity – a system of asking the right questions, listening, and documenting your answers Collaboration – building consensus through the involvement of key stakeholders Analysis – a macro-level process that breaks the	
3.0.5	Identify any issues or concerns of significance that may be appropriate.	While an open-ended agreement offers flexibility and adaptability, there are several potential issues that may arise during a project. These may include scope creep; budgetary uncertainty; resource allocation, communication and managing expectations; regulatory compliance and permitting challenges; or project oversight and accountability. To mitigate these issues and concerns, it is essential to establish clear communication channels, define project objectives and parameters, and establish mechanisms for scope management, budget control, and resource allocation. Regular project reviews, milestone evaluations, and client feedback sessions will help identify emerging issues early	
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	SMA prioritizes the assurance of quality throughout every stage of the design and construction process, employing a comprehensive approach to ensure that our services meet the highest standards. Several key strategies are employed to safeguard quality and uphold professional integrity. SMA adheres to established industry standards, codes, and regulations governing architectural practice. This includes compliance with building codes, zoning ordinances, environmental regulations, and other legal requirements relevant to the project's jurisdiction. By ensuring regulatory compliance, architects mitigate the risk of errors, omissions, or legal liabilities that could compromise project	

3.0.7	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	In our 48 years of experience, we have at times encountered mistakes or errors, as the design and construction process involves complex interactions among various stakeholders and numerous details. These mistakes can range from minor discrepancies in drawings or omissions. However, we have implemented robust quality control measures to identify and rectify errors promptly, minimizing their impact on project timelines and budgets. Our quality control process includes thorough reviews and checks at multiple stages of the design and documentation process and includes internal peer reviews, interdisciplinary coordination meetings, and regular client consultations to ensure alignment with project requirements and industry
3.0.8	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.	SMA's effective control of design and contract documentation, along with our meticulous record-keeping, will ensure the project's success. We employ a comprehensive approach to managing design and contract documentation, integrating industry best practices and innovative tools to streamline processes and enhance efficiency. We have established protocols and workflows to govern the creation, revision, and approval of design and contract documentation. This involves assigning clear responsibilities and accountabilities to team members, establishing standardized templates and formats, and implementing rigorous quality control measures to uphold
8 Questions		**100.00% Complete**

Exhibit "B"

Question Set 4: Tab 4 - Willingness to Meet Time and Budget Requirements

Question Set 4 Instructions

This solicitation is for the award of a continuing contract. The specific projects requiring professional services under the agreement have not yet been identified. However, in general, please explain your firm's approach in meeting "project specific" time and budget requirements and indicate whether CONSULTANT is committed to meet these requirements when identified in this agreement.

The continuing contract shall be used for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed $4 million, or for study activities in which the fee for professional services for each individual study under the contract does not exceed $500,000, or as further allowed, or amended from time to time, in Florida Statute 287.055.

Individual projects may be identified in the future, including potential projects resulting from a future Master Plans that the City is in the process of developing. The following list includes some possible project(s) that the City may utilize the continuing contract for. The estimated timelines and cost estimates for the professional services listed below are rough ball-park figures, however the Public Services Department will work with the awarded Consultant to better define the scope, design, timeline and cost estimates after the award of the contract(s).

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services and work authorizations at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

#	Question	Response	Comment
Budget			
4.1.1	In general, please explain your firm's approach in meeting "project specific" budget requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.	Our firm approach to meeting project-specific budget requirements recognizes the critical importance of financial discipline in delivering successful outcomes for our clients. At the onset of each project, we will conduct thorough discussions with the City of Pembroke Pines to gain a comprehensive understanding of your budgetary constraints, financial goals, and expectations. Leveraging this insight, we will develop tailored project budgets that align with your financial parameters while ensuring that project objectives and quality standards are upheld. Throughout the project lifecycle, our team will monitor budgetary performance by tracking expenses and identifying potential cost-	
4.1.2	Please advise if your firm is willing to meet the stated budget requirements.	Yes	SMA is committed to meeting the budget requirements of all projects under this open-ended agreement.
4.1.3	What percentage of your completed projects have had cost overruns?	2%	
4.1.4	Tell me about a time when you went over budget. How did you handle the situation?	SMA was commissioned to design and oversee the construction of a new community center for a rapidly growing suburban neighborhood. The project had ambitious goals to provide recreational facilities, multipurpose spaces, and meeting rooms to serve the diverse needs of the community. The initial budget was established based on a detailed cost estimate, taking into account the size of the facility, construction materials, labor costs, and anticipated contingencies. However, as the project progressed, several unforeseen challenges arose, leading to cost overruns. During site excavation, unexpected soil contamination was discovered, requiring extensive remediation efforts	

4.1.5	What cost-saving measures do you implement at your firm?	SMA implements various cost-saving measures throughout the design and construction process to optimize project budgets while ensuring quality and functionality. These include value engineering; efficient space planning; sustainable design practices; standardization and modular design; life-cycle cost analysis; negotiating with suppliers and contractors; optimizing structural systems; and streamlined documentation and permitting processes. By implementing these cost-saving measures, SMA will deliver high-quality projects that meet your projects' needs, budget constraints, and sustainability goals effectively. Each project presents unique challenges	
4.1.6	Who will be in charge of maintaining the budget on projects?	Each Project Manager will oversee budget maintenance, effectively communicating pertinent information to our project specialists.	
4.1.7	How many accounts is this person assigned to at a given time?	Project Managers are typically assigned between 8 & 15 accounts, depending on the projects' sizes and complexities.	
Timeline			
4.2.1	In general, please explain your firm's approach in meeting "project specific" time requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.	Our firm is deeply committed to meeting the project-specific time requirements as outlined by the City of Pembroke Pines. We understand that adhering to project schedules is critical to the success of any project, ensuring timely delivery, cost-effectiveness, and client satisfaction. Our approach is rooted in a combination of meticulous planning, proactive communication, and resource optimization. At the outset of each project, we will conduct a thorough assessment of your time constraints, milestones, and delivery expectations. Based on the project's unique parameters, we will develop a customized project schedule that aligns with your time requirements. This schedule is comprehensive, outlining key	
4.2.2	Please advise if your firm is willing to meet the stated time requirements.	Yes	
4.2.3	What is the average turnaround time for a project that is similar to mine?	Between 6 months and 22 months.	
4.2.4	What is your average on-time completion rate?	94%	
4.2.5	How many projects do your teams typically take on at a given time?	50	

4.2.6	Tell me about a time when the project timeline was delayed. How did you handle the situation?	Several years ago, we encountered delays in the construction phase due to unforeseen site conditions. Despite meticulous planning and scheduling, the discovery of underground utilities in unexpected locations significantly delayed progress. Upon identifying the issue, our team promptly convened with the client, contractors, and relevant stakeholders to assess the situation comprehensively. We initiated a thorough analysis of the impact on the project timeline, considering factors such as revised construction sequencing, additional permits, and resource allocation requirements. To address the delay effectively, we implemented several strategies. We	
4.2.7	Describe the firm's design and construction management methods and techniques. Include details on firm's ability to make decisions and facilitate resolution of disputes.	SMA's design and construction management methods prioritize effective project planning, risk management, quality assurance, communication, technology integration, sustainability practices, data-driven decision making, client collaboration, and dispute resolution facilitation. We employ comprehensive project planning techniques to outline project scopes, timelines, resource allocation, and budgetary considerations. Risk assessment and mitigation strategies are implemented to identify potential challenges and develop proactive solutions. QA/QC protocols ensure that design and construction activities adhere to industry standards and client requirements.	
4.2.8	Describe the firm's knowledge and experience with scheduling.	SMA possesses extensive experience in developing detailed project schedules that encompass all phases of design, procurement, and construction. This involves identifying key milestones, dependencies, and critical path activities to ensure efficient project progression. We also consider resource allocation, budgetary constraints, and client timelines. SMA leverages advanced scheduling tools and techniques to create dynamic and adaptable project schedules. This may include software such as Primavera P6, Microsoft Project, or other industry-standard scheduling platforms. Techniques like Critical Path Method (CPM) analysis are also employed to identify the sequence of	

15 Questions **100.00% Complete**

Exhibit "B"

Question Set 5: Tab 5 - Recent, Current, and Projected Workloads of the Firms

Question Set 5 Instructions

Please provide any information regarding your firm's recent, current, and projected workloads for the Evaluation Committee to review.

#	Question	Response	Comment
5.0.1	Recent Workload: Describe your recent workload.	•Urgent Care at Sheridan Village, Pembroke Pines •Sheridan Village Self Storage, Pembroke Pines •Memorial Hospital Pembroke, Miscellaneous Interior Renovations •Memorial Hospital West, Miscellaneous Interior Renovations •BSO Training Center, Fort Lauderdale •Pompano Beach Fire Station No. 114, Pompano Beach •Memorial Regional Hospital South Wind Retrofit, Hollywood •City of Weston EOC, Weston •City of Weston Fire Station No. 21, Weston •City of Sunrise Athletic Center and Park, Sunrise •City of Sunrise City Park Renovations, Sunrise •Broward County Nancy J. Cotterman Center (NJCC), Oakland Park	
5.0.2	Current Workload: Describe your current workload.	•City of Pembroke Pines Polk Building Renovation, Pembroke Pines •Memorial Manor Skilled Nursing Exterior Hardening, Pembroke Pines •Broward College Building 20 Security Operations Center, Davie •Broward College IPS Driving Range, Davie •FAU Bldg 55 Life Sciences Reroof, Boca Raton •FAU Chemical Storage Room 194, Boca Raton •FIU PC Building Wind Retrofit, Miami •Seminoles Lakeland Community Building, Lakeland •Seminoles Immokalee Medical & Public Safety Complex •Seminoles Betty Mae Jumper Medical Center Annex, Hollywood •Palm Beach County West County Administration	
5.0.3	Projected Workload: Describe your projected workload.	Besides our current workload noted above, future projects include: •Palm Beach County West Admin Building Renovation, Belle Glade •Lee County Medical Examiner's Office, Fort Myers •City of Miami Beach, Misc. Projects under a Continuing Contract •BSO, Misc. Projects under a Continuing Contract •City of Lauderhill, Miscellaneous Projects under a Continuing Contract •Memorial Healthcare System, Continuing Contract Projects	
3 Questions			100.00% Complete

Exhibit "B"

Question Set 6: Contact Information Form

#	Question	Response	Comment
Company Information			
6.1.1	Company Name	Saltz Michelson Architects, Inc.	
6.1.2	Company Address	3501 Griffin Road Fort Lauderdale, FL 33312	
6.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary Contact for the Project			
6.2.1	Contact Name	Charles A. Michelson, AIA	
6.2.2	Contact Ttile	President	
6.2.3	Contact E-mail Address	Project@SaltzMichelson.com	
6.2.4	Contact Telephone Number	(954) 266-2700	
Authorized Approver			
6.3.1	Contact Name	Natalia Castro	
6.3.2	Contact Title	COO	
6.3.3	Contact E-mail Address	Project@SaltzMichelson.com	
6.3.4	Contact Telephone Number	(954) 266-2700	
Professionally Licensed Engineer for the Project / Single Point of Contact			
6.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	Charles A. Michelson, AIA	
6.4.2	Contact Title	President	
6.4.3	Contact E-mail Address	Project@SaltzMichelson.com	
6.4.4	Contact Telephone Number	(954) 266-2700	
15 Questions			**100.00% Complete**

Exhibit "B"

Question Set 7: Proposer's Background Information

Question Set 7 Instructions

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

#	Question	Response	Comment
Former Business			
7.1.1	Under what former name has your business operated? Include a description of the business.	Mark L. Saltz Architects, Inc. Mark L. Saltz, AIA, Architect	
7.1.2	At what address was that business located?	2699 Stirling Road, Suite C-301, Fort Lauderdale, FL 33312	
Past Failure			
7.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
7.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
7.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	Yes	Keith & Associates, Civil, Survey, Landscape Architecture Bildworx Design, MEP Engineering, IT/Data Johnson Structural Group, Structural Engineering Federal Engineering & Testing, Geotechnical Engineering CTS Engineering, Civil, Survey, Traffic Engineering
Bankruptcy Petitions			
7.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	N/A	
Bond Claims			
7.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	N/A	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
7.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	SMA has had one claim filed against the firm within the past 10 years: Santa Monica Fertility Center LLC vs. Lombardi Development LLC, Southeast Florida Mechanical, Inc., Saltz Michelson Architects, Inc., Louis Aguirre & Associates, P.A. Date complaint filed: 01/22/24 Current Status: Active Case # 2024-000842-CA-01 Description: The owner of Santa Monica Fertility Center submitted a Civil lawsuit against the contractor Lombardi Development, LLC and the MEP engineer Louis J. Aguirre & Associates, P.A. as well as to the architect Saltz Michelson Architects. They alleged HVAC deficiencies in HVAC system as related to design and installation. Saltz Michelson	
Criminal Proceedings or Hearings			
7.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	N/A	
Company Classification			
7.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			

7.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
7.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	For more than 45 years, SMA has worked on many projects under open-ended agreements. This includes Broward County (29 years), Memorial Healthcare System (29 consecutive years), and Broward College (27 years) in addition to continuing contracts with other municipalities and other public clients. Projects for Broward County over the past three years under this type of agreement include new electric bus charging infrastructure; main library exterior refurbishment; main jail judge's bench; convention center design criteria; main library plaza restoration; first floor renovation at Government Center East; EOC computer room relocation; Judicial complex; Government Center	
12 Questions			**100.00% Complete**

Exhibit "B"

Question Set 8: Vendor Registration Checklist

Question Set 8 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
8.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
8.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
8.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
8.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
8.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
8.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a “Determination Letter” from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
8.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
8.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
8.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
8.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal Projects			
8.11.1	Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal? Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over $100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying. Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.	Completed Lobbying & Debarment Certifications	
8.11.2	Did you submit a completed "Standard Form - LLL, “Disclosure Form to Report Lobbying" in the Vendor Registration Portal? Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.	No	

8.11.3	Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?	No	

13 Questions **100.00% Complete**

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner,
(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 Charles A. Michelson, AIA, ACHA, LEED AP Digitally signed by Charles A. Michelson, AIA, ACHA, LEED AP DN: C=US, E=cmichelson@saltzmichelson.com, O=Saltz Michelson Architects, OU=AA-0002897, CN="Charles A. Michelson, AIA, ACHA, LEED AP" Date: 2024.02.16 11:32:11-05'00'

Title President

Name of Company Saltz Michelson Architects, Inc.

City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION				
Company Name (Legal Name as filed with IRS)	Saltz Michelson Architects, Inc.			
Doing Business As (DBA)	Saltz Michelson Architects			
Primary Business Address	3501 Griffin Road			
	City:	Fort Lauderdale		
	State:	FL	Zip:	33312
	Country:	USA		
Remit To Address	3501 Griffin Road			
	City:	Fort Lauderdale		
	State:	FL	Zip:	33312
	Country:	USA		
Order From Address	3501 Griffin Road			
	City:	Fort Lauderdale		
	State:	FL	Zip:	33312
	Country:	USA		
Foreign Entity (Yes/No)	No			
Telephone Number	(954) 266-2700			
Primary Company E-mail	Marketing@SaltzMichelson.com			
Fax	(954) 26602701			
Website	www.saltzmichelson.com			
DUNS	94-585-1731			
Independent Contractor (Yes/No)	No			
Identification Number	SSN:		FID:	59-2012166

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	**Days to Discount** Number of days which payment must be received to claim the discount percent.	**Days to Net** Number of days that the vendor allows before requiring net payment.

CONTACT INFORMATION			
Contact Name (First & Last Name)	Sandra MacDonald		
Description/Title/Position	Marketing		
Phone (Voice)	(954) 266-2700		
Phone (Text)	(954) 266-2712	Opt In (Y/N):	Y
Fax	(954) 266-2701		
E-mail	marketing@saltzmichelson.com		

Exhibit "B"

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SALTZ MICHELSON ARCHITECTS, INC.

2 Business name/disregarded entity name, if different from above

SALTZ MICHELSON ARCHITECTS

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.

3501 GRIFFIN ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

FORT LAUDERDALE, FL 33312

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	0	1	2	1	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] | **Date ▶** February 27, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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Exhibit "B"

City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION				
Company Name (Legal Name as filed with IRS)	**Saltz Michelson Architects, Inc.**			
Doing Business As (DBA)	**Saltz Michelson Architects**			
Primary Business Address	**3501 Griffin Road**			
	City:	**Fort Lauderdale**		
	State:	**FL**	**Zip:**	**33312**
	Country:	**USA**		

Organization Background	
Please state the year that you company started its business	**1976**
Please state the year that your company started providing service under your current business name	**01/01/1996**
What State is your Company Registered In?	**Florida**

Professional License Information

License Type	License Number	Expiration
Architect	**AR0009976**	**02/28/2025**

Please list any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide

Founded in 1976, SALTZ MICHELSON ARCHITECTS, INC. is an architectural firm providing a full range of architectural and planning services. Our commitment to quality design, professionalism, and strong project management allows us to play a key role in the development of public and private projects throughout Florida. A prominent local firm with large firm capabilities. For large, small and projects in-between, our proven best practices and proactive interaction with all involved parties delivers results that impress on every level.

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City of Pembroke Pines

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted Saltz Michelson Architects, Inc.
(name of entity submitting sworn statement) whose business address is
3501 Griffin Road, Fort Lauderdale, Florida 33312
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-2012166. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Charles A. Michelson, AIA and my
(Please print name of individual signing)
relationship to the entity named above is President.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature	Company	Date
	Saltz Michelson Architects, Inc.	01/24/2024

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City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 “City Contractors providing Equal Benefits for Domestic Partners and all Married Couples” of the City’s Code of Ordinances, and certifies the following (**Check only one box below)**:

☑ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Saltz Michelson Architects, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Charles A. Michelson, AIA, ACHA, LEED AP

Digitally signed by Charles A. Michelson, AIA, ACHA, LEED AP
DN: C=US, E=cmichelson@saltzmichelson.com, O=Saltz Michelson Architects, OU=AA-0002897, CN="Charles A. Michelson, AIA, ACHA, LEED AP"
Date: 2024.01.24 09:18:39-05'00'

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City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

☑ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature	Authorized Signer Name	Company Name
Charles A. Michelson, AIA, ACHA, LEED AP Digitally signed by Charles A. Michelson, AIA, ACHA, LEED AP DN: C=US, E=cmichelson@saltzmichelson.com, O=Saltz Michelson Architects, OU=AA-0002897, CN="Charles A. Michelson, AIA, ACHA, LEED AP" Date: 2024.01.24 09:21:42-05'00'	Charles A. Michelson, AIA	Saltz Michelson Architects, Inc.

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City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Charles A. Michelson, AIA, President (Print Name and Title), on behalf of Saltz Michelson Architects, Inc. (Company Name),

certify that Saltz Michelson Architects, 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.

Saltz Michelson Architects, Inc.	Charles A. Michelson, AIA	President
Company Name	Print Name / Signature	Title

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
   a. **"Contractor"** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
   b. **"Subcontractor"** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
   c. **"E-Verify system"** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
   c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
   a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
   d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
   e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY NAME: Saltz Michelson Architects, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Charles A. Michelson, AIA

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Saltz Michelson Architects, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Charles A. Michelson, AIA, ACHA, LEED AP

Digitally signed by Charles A. Michelson, AIA, ACHA, LEED AP
DN: C=US, E=cmichelson@saltzmichelson.com, O=Saltz Michelson Architects, OU=AA-0002897, CN="Charles A. Michelson, AIA, ACHA, LEED AP"
Date: 2024.01.24 09:32:42-05'00'

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____	Charles A. Michelson, AIA, President
Signature of Contractor's Authorized Official	Printed Name and Title of Contractor's Authorized Official
Saltz Michelson Architects, Inc.	February 27, 2024
Contrator / Name of Company	Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____	Charles A. Michelson, AIA, President
Signature of Contractor's Authorized Official	Printed Name and Title of Contractor's Authorized Official
Saltz Michelson Architects, Inc.	February 27, 2024
Contrator / Name of Company	Date

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

State of Florida
Department of State

I certify from the records of this office that SALTZ MICHELSON ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on November 7, 1996.

The document number of this corporation is P96000091528.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2024

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0725610245CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CITY OF
PEMBROKE
PINES

STANDARD FORM 330
(GENERAL ARCHITECTURAL SERVICES)

CCNA CONTINUING SERVICES FOR
CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING

February 27, 2024

SALTZ MICHELSON ARCHITECTS

Charles A. Michelson, AIA, ACHA, LEED AP, President
Saltz Michelson Architects, Inc.
3501 Griffin Road, Fort Lauderdale, FL 33312
T: (954) 266-2700
E: sma@saltzmichelson.com
AR0009976

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*	CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping, Pembroke Pines, Florida
2. PUBLIC NOTICE DATE: January 23, 2024	3. SOLICITATION OR PROJECT NUMBER: RFQ #PSPW-23-20

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE: Charles A. Michelson, AIA, ACHA, LEED AP, President		
5. NAME OF FIRM: Saltz Michelson Architects, Inc.		
6. TELEPHONE NUMBER: (954) 266-2700	7. FAX NUMBER: (954) 266-2701	8. E-MAIL ADDRESS: Project@SaltzMichelson.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	☒	☐	☐	Saltz Michelson Architects, Inc. ☐ CHECK IF BRANCH OFFICE	3501 Griffin Road Fort Lauderdale, FL 33312	Architectural Planning & Design
b.	☐	☐	☒	Keith & Associates, Iinc. ☐ CHECK IF BRANCH OFFICE	301 E. Atlantic Boulevard Pompano Beach, FL 33060	Civil Engineering, Survey, Landscape Architecture
c.	☐	☐	☒	CTS Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	3230 West Commercial Boulevard Suite 220 Fort Lauerdale, FL 33309	Civil Engineering, Survey, Traffic Engineering
d.	☐	☐	☒	Bildworx Design, LLC ☐ CHECK IF BRANCH OFFICE	5835 Waterford District Drive Suite 400 Miami, FL 33126	MEP Engineering, IT/Data
e.	☐	☐	☒	Johnson Structural Group, Inc. ☐ CHECK IF BRANCH OFFICE	160 W. Camino Real Suite 1000 Boca Raton, FL 33432	Structural Engineering
f.	☐	☐	☒	Federal Engineering & Testing, Inc. ☐ CHECK IF BRANCH OFFICE	3370 NE 5th Avenue, Oakland Park, FL 33334	Geotechnical Engineering

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☑ *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION **STANDARD FORM 330 (REV. 8/2016)**

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CONSULTANT TEAM ORGANIZATIONAL CHART

ARCHITECTURE PLANNING & DESIGN

Charles A. Michelson, AIA, ACHA, LEED AP, Principal-In-Charge

Robert J. Halula, AIA, LEED AP
Principal/Project Manager

Sheff L. Devier, AIA
Senior Project Manager
QA/QC

Mary Farlander, RA
Senior Project Manager

Maday Gutierrez, RA
Project Manager

Frida Dunayer
Interiors/Project Manager

Juan Pablo Garcia
BIM Manager

CONSULTANTS

CIVIL, SURVEY, LANDSCAPE

KEITH & ASSOCIATES

Michael Cartossa, PE
Civil Engineer

Donald Spicer, PSM
Surveyor

Chris Phillips, PLA, ASLA
Landscape Architect

Jonathan Weymouth, PE
Construction Project Manager

CIVIL, SURVEY, TRAFFIC

CTS ENGINEERING

Michael Melendez, PE
Senior Civil Engineer I

Phani Allu, PE, PTOE, RSP2I, Senior Engineer I

MarQuellus Bennett, PE
Engineer II, Drainage

Lis R. Tolstoy, PSM
SUR Senior Surveyor I

MEP, IT/DATA

BILDWORX DESIGN

Raji Sayegh
Principal, Electrical Engineer

Sima Azar
Project Manager

Michael Bassford
Mechanical Engineer
(Michael Bassford Engineering-consultant to Bildworx)

SBE/M/WBE

STRUCTURAL

JOHNSON STRUCTURAL GROUP

Mark Johnson, PE
Principal/Structural Engineer

GEOTECH

FEDERAL ENGINEERING & TESTING

Keith LeBlanc, PE
Qualifying Engineer

Sven Jetzkewitz
Vice President, Operations

Scott Dyson
Geologist/GIT

SBE/M/WBE

ATTACHMENT D: STANDARD FORM 330

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
Charles A. Michelson, AIA, ACHA, LEED AP	Principal-In-Charge	44	44

15. FIRM NAME AND LOCATION *(City and State)*
Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Bachelor of Architecture, 1979, University of Miami
Master of Urban and Regional Planning, 1981, University of Miami

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect Florida, #9976
Registered Architect Georgia, #00874

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Professional Accreditation: Leadership in Energy and Environmental Design (LEED AP); American College of Healthcare Architects (ACHA). Professional Affiliations: American Institute of Architects (AIA), U.S. Green Building Council (USGBC), South Florida Hospital & Healthcare Association (SFHHA); Certificate of Completion: ASHE Healthcare Construction Certificate, 2004; Public Service: Facilities Task Force for the Broward County School Board, 1992-1999, Chairman 1994 -1995, 1998, Smart Schools Task Force, Department of Management Services 1999-present, Construction & Design Subcommittee of the Broward Educational Planning Initiative, 1996.

10. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: Memorial Healthcare System IT/Data Center, Pembroke Pines, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2009 — CONSTRUCTION *(If applicable)*: 2009
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm
A 17,400 SF, one-story, initial first phase, of the planned 52,800 SF, five-story main hub for the South Broward Hospital District's IT computer network. This facility serves five hospitals, District offices, and remote facilities. Due to the critical nature of the data stored here, the building has emergency generators to provide 100% capacity back-up in case of power failure and is structure is designed to withstand a 200 MPH. Cost: $12,000,000. Role: Principal-In-Charge.

b.
(1) TITLE AND LOCATION *(City and State)*: Polk Building Renovations, Pembroke Pines, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm
Renovation of an existing one-story, 26,000 SF building including interior completion of the entire building with offices, a public space for paying bills, and a satellite EOC facility as a backup to the existing EOC center located at City Hall. The building was built in 1957 and originally was a residential building on the South Florida Mental Hospital campus. Cost: $5,300,000 (Estimated). Role: Project Manager.

c.
(1) TITLE AND LOCATION *(City and State)*: Memorial Manor Nursing Home Hurricane Hardening Pembroke Pines, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm
A FEMA granted project to harden the Memorial Manor building against Cat 5 winds by reinforcing the exterior building envelope. This work would be performed by installing an "EFIS" impact rated system to the exterior walls; replace all previous windows and doors to meet today's impact rated codes (level E missile impact glazing); to enhance the roof by reinforcing the trusses, enhance new exterior sheeting/roofing, and structural straps for the trusses using today's impact rated codes; work would also include all vents, louvers, and exterior door frames. Cost: $5,900,000. Role: Principal-In-Charge.

d.
(1) TITLE AND LOCATION *(City and State)*: Sheridan Village Mixed-Use Building, Pembroke Pines, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(If applicable)*: 2018
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm
Full A/E design services and construction administration for a 49,745 square foot three-story retail, restaurant, medical, and self-storage building for the South Broward Hospital District. Cost: $2,000,000. Role: Principal-In-Charge.

e.
(1) TITLE AND LOCATION *(City and State)*: Broward County Continuing Contract, Broward County, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing — CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm
Under the firm's continuing contract with the County (29 years), SMA has been involved with multiple projects with varying scopes, sizes and costs. Projects within the past five years include design criteria for the convention center, fourth floor renovation at Government Center West, first floor renovation at Government Center East, bus charging infrastructure, Judicial complex, and Judges bench. Cost: Various. Role: Principal-in-Charge.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

✦ Open-ended contract

1.5.3 OTHER COMPLETED DOCUMENTS

ATTACHMENT D: STANDARD FORM 330

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
Robert J. Halula, AIA, LEED AP	Principal, Oversight/Quality Control	40	1

15. FIRM NAME AND LOCATION *(City and State)*

Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Florida Atlantic University
Bachelor of Science, Architecture
University of Florida
Bachelor of Design, Architecture

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect Florida, #AR98667

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Institute of Architects (AIA)

10. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Hallandale Beach EV Bus Charging Stations
Hallandale Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

A new 12,500 SF EV Transit Operation Level II Facility for /AEV transit fleet parking, EV battery charging, EV fleet maintenance, and operation of the community shuttle program. This facility will consist of 12 bus bays, electric battery charging, fleet dispatching, fleet operational control, and fleet maintenance. Cost: $5,000,000. Role: Project Manager.

b. ✦

(1) TITLE AND LOCATION *(City and State)*: FLL BDA System Analysis & Recommendation, Fort Lauderdale, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Needs Assessment of a BDA System for the Fort Lauderdale/Hollywood International Airport terminal buildings, parking garages, and Broward County Aviation Department (BCAD) security and maintenance buildings. The scope of services includes site investigation and photo documentation of existing conditions at all four (4) terminal buildings, parking garages, and security and maintenance buildings. Cost: $1,200,000. Role: Project Manager.

c.

(1) TITLE AND LOCATION *(City and State)*: Broward County Highway & Bridge Administration Building
Pompano Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Renovation of an existing one-story administration building, currently occupied by the Broward County Public Works Department, Highway & Bridge Maintenance Division, and 6,335 SF addition to accommodate approximately 58 employees. Renovations to the existing building includes a tie-in to the existing fire sprinkler system, structural and all other necessary work to make the building code compliant. This project is seeking a minimum of LEED Silver certification. Cost: $300,000. Role: Project Manager.

d.

(1) TITLE AND LOCATION *(City and State)*: Seminole Tribe Public Safety & Medical Complex, Immokalee, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

A new 21,504 SF, one-story public safety facility that includes three apparatus bays, a sallyport, day room, kitchen, offices, firearm room, evidence room, meeting rooms, offices, restrooms, bunk rooms, and building support services. The one-story,16,348 SF medical building, attached to a 3,057 SF behavioral health building, includes general medical, dentistry, physical therapy, and meeting space. Cost: $33,800,000. Role: Principal/Quality Control.

e.

(1) TITLE AND LOCATION *(City and State)*: Cecil VQQ FBO Interior Renovation, Jacksonville, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Renovation of approximately 6,600 SF of an existing building at the VQQ Airport. The project includes field verification of existing conditions, schematic design coordination, design development coordination, assistance with municipalities and VQQ Airport, construction drawings required for building permit, and construction phase services. Cost: $1,500,000. Role: Project Manager.

STANDARD FORM 330 (REV. 8/2016) **PAGE 2**

✦ Open-ended contract

1.5.3 OTHER COMPLETED DOCUMENTS

ATTACHMENT D: STANDARD FORM 330

SALTZ MICHELSON ARCHITECTS

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
Sheff L. Devier, AIA	Senior Project Manager, QA/QC	49	23

15. FIRM NAME AND LOCATION *(City and State)*

Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Virginia Polytechnic Institute & State University, Bachelor of Architecture, 1975

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect Florida, #007699

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional Affiliations: American Institute of Architects (AIA)

10. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Polk Building Renovations, Pembroke Pines, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Renovation of an existing one-story, 26,000 SF building including interior completion of the entire building with offices, a public space for paying bills, and a satellite EOC facility as a backup to the existing EOC center located at City Hall. The building was built in 1957 and originally was a residential building on the South Florida Mental Hospital campus. Cost: $5,300,000 (Estimated). Role: Project Manager.

b.

(1) TITLE AND LOCATION *(City and State)*: West Pines Soccer Park & Community Building, Pembroke Pines, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 | CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Design, permitting and construction of a freestanding 1,700 square foot meeting room/restroom building and two additional lighted practice soccer fields at the existing West Pines Soccer Park and Nature Preserve. The project includes Bermuda sod and 80/20 soil mix, lighting, electrical, drainage, de-muck & fill, laser grading, irrigation retrofit, bleachers, benches, shade structures, and sidewalks. Cost: $6,900,000. Role: Project Manager.

c. ✦

(1) TITLE AND LOCATION *(City and State)*: Memorial Healthcare System IT/Data Center, Pembroke Pines, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2009 | CONSTRUCTION *(If applicable)*: 2009

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A 17,400 SF, one-story, initial first phase, of the planned 52,800 SF, five-story main hub for the South Broward Hospital District's IT computer network. This facility serves five hospitals, District offices, and remote facilities. Due to the critical nature of the data stored here, the building has emergency generators to provide 100% capacity back-up in case of power failure and is structure is designed to withstand a 200 MPH. Cost: $12,000,000. Role: Project Manager.

d.

(1) TITLE AND LOCATION *(City and State)*: Broward County Nancy J. Cotterman Center (NJCC), Oakland Park, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Planning, design, site development, and construction administration for a new 28,000 SF sexual assault treatment center providing assistance to victims of sexual assault crimes. This project is currently pursuing LEED Gold Certification. Cost: $14,735,000. Role: Project Manager.

e.

(1) TITLE AND LOCATION *(City and State)*: Broward County Lauderhill Transit Center (LEED Gold/Transit), Lauderhill, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Seated on a 1.5 acre parcel, a new transit center comprised of three buildings - Transit services, a security office, and a public restroom building. The complex will serve over 8,000 transit passengers daily, and provides ten bus bays to accommodate 40-foot and 42-foot fixed buses and 60-foot articulated buses. This bus transit hub is the first net positive structure in the County. Cost: $11,595,607. Role: Project Manager.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

✦ Open-ended contract

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
Mary Farlander, RA	Project Manager	29	9

15. FIRM NAME AND LOCATION *(City and State)*

Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

University of Illinois
B. Science Architectural Studies 1993

University of Illinois
Master of Architecture 1995

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect Florida, #97280
Registered Architect Hawaii #17878
Registered Architect North Carolina #11503

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

10. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Memorial Manor Nursing Home Hurricane Hardening
Pembroke Pines, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

A FEMA granted project to harden the Memorial Manor building against Cat 5 winds by reinforcing the exterior building envelope. This work would be performed by installing an "EFIS" impact rated system to the exterior walls; replace all previous windows and doors to meet today's impact rated codes (level E missile impact glazing); to enhance the roof by reinforcing the trusses, enhance new exterior sheeting/roofing, and structural straps for the trusses using today's impact rated codes; work would also include all vents, louvers, and exterior door frames.. Cost: $5,900,000. Role: Project Manager.

b.

(1) TITLE AND LOCATION *(City and State)*
BSO Training Center, Fort Lauderdale, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2024	2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Design and construction of a 105,000 SF, four-story training center and adjacent seven-story parking garage. This state-of-the art training facility will provide classrooms, training labs, 3 indoor gun ranges utilizing the latest range technology, a simulated-ammo tactical shoot house with catwalk above for trainer observation, an exterior rappel tower, a 150-seat flex room, administrative offices, and a memorial lobby to honor the victims of the Marjory Stoneman Douglas High School shooting. The facility includes 11 and 15-lane, 50-yard tactical ranges with Total Containment Trap and 15-lane, 25-yard tactical range with Total Containment Trap. Cost: $53,700,000. Role: Project Manager.

c.

(1) TITLE AND LOCATION *(City and State)*
Broward County, Main Jail Glazing Remediation, Dania Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Remediation of all existing exterior glazing systems and incidental restorations of the eight-story main jail in downtown Fort Lauderdale. Work includes restoration of all window components, including but not limited to insulation, fire-safing, isolation membranes, interior finishes, exterior insulation finishing system (EIFS), existing structural and building systems. The work is compliant with current Florida Building Code (FBC), including High Velocity Hurricane Zone (HVHZ) wind loads, detention/correctional facilities requirements, BSO security requirements and protocols, Fort Lauderdale Planning and Zoning, and all other applicable codes/standards. Cost: $15,500,000. Role: Project Manager.

d. ✦

(1) TITLE AND LOCATION *(City and State)*
Memorial Regional Hospital South, Main Tower Hurricane Hardening
Hollywood, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Under the firm's 28 year open-ended contract with the South Broward Hospital District, this project includes providing NOA Envelope system around the Main tower including louvers, EIFS/Stucco System, Windows, Roof, etc. as well as some interior renovations. Cost: $13,600,000. Role: Project Manager.

e. ✦

(1) TITLE AND LOCATION *(City and State)*
Broward College, Building 47 Renovations, Coconut Creek, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Under the firm's open-ended contract with the College, work consisted of approximately 25,000 SF of enclosed space on three stories and included demolition of existing interiors, construction of new offices and classrooms, renovated restrooms, new impact exterior windows and doors, new HVAC system, new electrical distribution and a new fire sprinkler system. Construction of the project was fast-tracked (three months) to accommodate for the Fall's incoming students. Cost: $3,525,000. Role: Project Manager.

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✦ Open-ended contract

ATTACHMENT D: STANDARD FORM 330

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
Maday Gutierrez, RA	Project Manager	25	10

15. FIRM NAME AND LOCATION *(City and State)*
Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Bachelor of Architecture, 1999
University of Miami

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect Florida, #AR95167

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

10. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
City of Sunrise City Park
Sunrise, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Renovation of an approximately 50,000 SF of City Park's playing fields, walking paths, restrooms, playground equipment, renovate and expand the existing parking area. Addition of two new basketball courts and new covered theatrical stage shelter. Cost: $6,500,000. Role: Project Manager.

b.

(1) TITLE AND LOCATION *(City and State)*
City of Sunrise Athletic Complex
Sunrise, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Addition and renovation of a 1,156,848 square foot park. The complex will have a new athletic building, new playground, and new plaza for food vendors or food markets. In addition, three new multi-sport fields will be added along with a concession stand and sports commentator tower. Cost: $11,750,000. Role: Project Architect.

c.

(1) TITLE AND LOCATION *(City and State)*
Broward County Transit Electric Bus Charging Infrastructure
Dania Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Under the firm's continuing contract with Broward County (29 years), a new electric bus charging infrastructure within the existing Transit Ravenswood Road and Copans Road Maintenance Facilities. The infrastructure will include, new parking spaces to accommodate 40' and 45' electric buses, a new canopy system and the charging and associated electrical equipment. Cost: $2,751,153. Role: Project Manager.

d.

(1) TITLE AND LOCATION *(City and State)*
North & Central Homeless Assistance Centers Wind Retrofit
& Improvements, Fort Lauderdale/Pompano Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2023	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Scope of work under the FEMA Hazard Mitigation Grant Program (HMGP) includes wind mitigation and generator improvements to both Homeless Assistance Centers. The Broward County Capital funded scope includes improvements to the main entrance, enclosure of the existing breezeway canopy as well as interior renovations. Cost: $6,900,000. Role: Project Manager.

e.

(1) TITLE AND LOCATION *(City and State)*
Broward County Addiction Recovery Center (BARC)
Fort Lauderdale, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Site Entitlements, program verifications, full architectural design, CA, warranty and LEED AP (Gold Certified) services for a new 51,419 SF, two-story recovery center with 50-bed detoxification unit, outpatient counseling services, medical exam spaces, and other spaces for related functions. BARC is publicly managed essential services facility operating 24 hours a day, 7 days a week. This project received the USGBC GalaVerde Award. Cost: $18,900,000. Role: Interiors Project Architect.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

✦ Open-ended contract

ATTACHMENT D: STANDARD FORM 330

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
Frida Dunayer	Interiors/Project Manager	41	24

15. FIRM NAME AND LOCATION *(City and State)*
Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Ricardo Palma University, Lima, Peru
M. Arch and Urbanism, 1983

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect
Lima, Peru C.A.P. #2273

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

10. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: Seminole Tribe of Florida Community Building, Lakeland, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A new 35,351 SF community building tol accommodate Tribal gatherings, cultural, educational, and recreational activities, indoor sporting events, and administrative staff, for the Lakeland tribe. It also includes, administration offices, conference room, culture room, teaching kitchen, gymnasium, an outdoor pool, service rooms, landscape design, and on-site parking Cost: $49,000,000. Role: Project Manager.

b.
(1) TITLE AND LOCATION *(City and State)*: Seminole Tribe Public Safety & Medical Complex, Immokalee, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A new 21,504 SF, one-story public safety facility that includes three apparatus bays, a sallyport, day room, kitchen, offices, firearm room, evidence room, meeting rooms, offices, restrooms, bunk rooms, and building support services. The one-story,16,348 SF medical building, attached to a 3,057 SF behavioral health building, includes general medical, dentistry, physical therapy, and meeting space. Cost: $33,800,000. Role: Project Manager.

c.
(1) TITLE AND LOCATION *(City and State)*: Broward County Nancy J. Cotterman Center (NJCC) Oakland Park, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 | CONSTRUCTION *(If applicable)*: 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Full A/E design services & construction administration for a two-story office building of approximately 28,000 square feet providing counseling services for Broward County residents. The site is ± 2.1 acres and includes parking on the east, north and west sides of the building. The project also includes an air conditioning chiller enclosure and a standby generator on the west side and solar collectors on the first floor roof. Cost: $14,380,000. Role: Interiors Project Manager.

d.
(1) TITLE AND LOCATION *(City and State)*: City of Weston Emergency Operations Center, Weston, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 | CONSTRUCTION *(If applicable)*: 2016
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A 25,000 SF, three-story EOC/Office Building. The offices for Building Code, Zoning Code, Fire Code, Code Enforcement and Records Storage are on the first floor. Located on the second floor are the City's Emergency Operations Center, kitchen facilities, IT Offices, and multi-purpose space. The third floor is for the Emergency Operations staff sleeping quarters and support spaces. Cost: $7,400,000. Role: Interiors.

e.
(1) TITLE AND LOCATION *(City and State)*: Palm Beach Sheriff's Office Training Facility, West Palm Beach, Florida
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 | CONSTRUCTION *(If applicable)*: 2010
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

This existing 32,600 SF, one-story structure built as a gymnatorium was renovated to fulfill a training program to include defensive tactics, simunitions, sworn trainer and general classroom space. Administrative offices were also provided. The building systems were upgraded or replaced to meet program requirements including necessary security measures. Limited site work was accomplished to provide appropriate parking and a training field. Cost: $3,750,000. Role: Interiors.

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✦ Open-ended contract

1.5.3 OTHER COMPLETED DOCUMENTS

ATTACHMENT D: STANDARD FORM 330

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
Juan Pablo Garcia	BIM Manager	25	9

15. FIRM NAME AND LOCATION *(City and State)*

Saltz Michelson Architects, Inc. Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

Universidad Central de Venezuela
B.S. Architecture, 1999

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect in Venezuela

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

10. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: BSO Training Center, Fort Lauderdale, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Design and construction of a 105,000 SF, four-story training center and adjacent seven-story parking garage. This state-of-the art training facility will provide classrooms, training labs, 3 indoor gun ranges utilizing the latest range technology, a simulated-ammo tactical shoot house with catwalk above for trainer observation, an exterior rappel tower, a 150-seat flex room, administrative offices, and a memorial lobby to honor the victims of the Marjory Stoneman Douglas High School shooting. The facility includes 11 and 15-lane, 50-yard tactical ranges with Total Containment Trap and 15-lane, 25-yard tactical range with Total Containment Trap. Cost: $53,700,000. Role: BIM Manager.

b.

(1) TITLE AND LOCATION *(City and State)*: Weston EOC, Weston, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 | CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A 25,000 SF, three-story Emergency Operations / Code Services / Information Technologies Services Building with offices for Building Code, Zoning Code, Fire Code, Code Enforcement and Records Storage are on the first floor. Located on the second floor are the City's EOC, kitchen, IT Offices, and multi-purpose space. The third floor is for the EOC staff sleeping quarters and support spaces. Cost: $7,400,000. Role: BIM Manager.

c.

(1) TITLE AND LOCATION *(City and State)*: Weston Fire Station No. 21, Weston, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A new, ± 11,000 SF fire station built on a 97,000 SF vacant parcel. The facility can withstand a Category 5 hurricane and includes three apparatus bays, sleeping rooms, kitchen, fitness space, bathrooms, offices, storage, decontamination room, standby power, among other spaces and items. Cost: $5,800,000. Role: BIM Manager.

d.

(1) TITLE AND LOCATION *(City and State)*: Broward County Lauderhill Transit Center, Lauderhill, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A new 3,000 SF transit center within the Lauderhill Mall to serve over 8,000 daily passengers. The new building includes 10+ bus bays, drivers' lounge, breakroom with dedicated restrooms and locker areas, customer service area, separate public restrooms, security booth, and related mechanical and electrical equipment. Cost: $11,600,000. Role: BIM Manager.

e.

(1) TITLE AND LOCATION *(City and State)*: Seminole Tribe Public Safety & Medical Complex, Immokalee, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

A new 21,504 SF, one-story public safety facility that includes three apparatus bays, a sallyport, day room, kitchen, offices, firearm room, evidence room, meeting rooms, offices, restrooms, bunk rooms, and building support services. The one-story,16,348 SF medical building, attached to a 3,057 SF behavioral health building, includes general medical, dentistry, physical therapy, and meeting space. Cost: $33,800,000. Role: BIM Manager.

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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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Cartossa, PE	Civil Engineer	12 years	8 years

15. FIRM NAME AND LOCATION *(City and State)*
KEITH, Pompano Beach, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. Civil Engineering, Florida Atlantic University, 2012	1100016973, Engineering Intern, Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **City of Plantation Annex Building Addition** *(Plantation, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. KEITH, under its continuing services agreement with the City, is assisting the Client in developing a KEITH Campus project including a new stand-alone one-story annex building consisting of approximately 4,200-GSF. KEITH is providing services to the Client including owner's representation, survey/SUE, planning, civil and traffic engineering, and construction management.

b.

(1) TITLE AND LOCATION *(City and State)*: **Southgate Blvd Median Improvements** *(Margate, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Civil Engineer. As part of the Margate Community Redevelopment Agency's continuing services contract with KEITH, the team has been tasked to provide survey, subsurface utility engineering, landscape architecture, and construction program management for the medians and adjacent right of way along a portion of Southgate Boulevard at SR-441. KEITH will provide landscape improvements by revising the plant species, providing palms appropriate to support holiday tree lighting, and adjusting existing irrigation systems as needed. KEITH will improve the hardscape with the addition of a monument sign, pavers at pedestrian cut-through areas, lighting at monument signs, palm tree lighting, and convenient receptacles for holiday tree lighting.

c.

(1) TITLE AND LOCATION *(City and State)*: **Hillsboro Pines Water Main Extension** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. Under our continuing services contract for the City of Coconut Creek, KEITH was retained to provide professional engineering service to the City for the design, permitting, construction management services and coordination for three areas in the Hillsboro Pines Community, located along NW 74th Place in Unincorporated Broward County. Areas 1, 2 and 3 entailed of the design of approximately 1,600-LF of 8-inch water distribution main and associated fire hydrants, water services and other water related distribution systems within the Bill Black's Plat subdivision. KEITH served as the prime consultant managing a multi-disciplinary team. In-house services included landscape architecture, civil engineering, surveying, and SUE services.

d.

(1) TITLE AND LOCATION *(City and State)*: **Government Center Breezeway** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Civil Engineer. KEITH assisted the Client, under its continuing services contract with the City, in developing a KEITH Campus/KEITH Facility project that included conceptual master planning for the Government Center breezeway, courtyard, and parking area, as well as schematic level designs for the breezeway. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, and environmental public art and design. In coordination with the architect, KEITH provided two conceptual master plans involving hard and softscape design, cost estimates, and a phasing plan for this venue as it takes center stage in the heart of the community.

e.

(1) TITLE AND LOCATION *(City and State)*: **Broward County Water Wastewater Services (BCWWS) KA17-11 District 3A STEP Area 3A-N** *(Hollywood, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. As a part of KEITH's continuing services contract with BCWWS, KEITH provided professional services for this KEITH Water project relating to the potential elimination of 36 existing septic tanks within a residential neighborhood in BCWWS District 3A Area 3A-N as part of the Septic Tank Elimination Program. KEITH provided the Client survey/SUE, landscape architecture, and civil engineering services. The project consisted of the construction of approximately 3,300-LF of gravity sewer, 1,400-LF of sanitary sewer force main, relocation of 50-LF of water main, and a lift station. A Lift Station Calculations Report was prepared for the design of the sanitary sewer force main and lift station. Some improvements to the existing landscaping were provided. KEITH was also responsible for the construction phase services for this project. This includes the review of shop drawings, as-builts, testing, and daily site inspections in accordance with the applicable permit conditions required to complete the utilities certification process and close-out.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chris Phillips, PLA, ASLA	Landscape Architect	13 years	4 years

15. FIRM NAME AND LOCATION *(City and State)*
KEITH, Pompano Beach, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. Landscape Architecture, University of Arkansas, 2011	LA6667361, Professional Landscape Architect (PLA), Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Society of Landscape Architects (ASLA) Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Pine Trails Park Playground and Field Improvements** *(Parkland, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Play project that included the revitalization of Pine Trails Park Playground and Field. KEITH provided full services to the Client including geospatial and civil engineering, landscape architecture, and construction management. The KEITH Team assisted the Client in revitalizing this highly-popular park for the City of Parkland residents and visitors.

b.

(1) TITLE AND LOCATION *(City and State)*: **Coconut Creek Government Center Breezeway** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. KEITH assisted the Client, under its continuing services contract with the City, in developing a KEITH Campus/KEITH Facility project that included conceptual master planning for the breezeway, courtyard, and parking area, as well as schematic level designs. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, and environmental public art and design for this venue as it takes center stage in the heart of the community.

c.

(1) TITLE AND LOCATION *(City and State)*: **SR A1A Streetscape Improvements** *(Pompano Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Landscape Architect. Under our continuing services contract for GO Bond Improvements, KEITH assisted the Client in the development of a KEITH Access project including streetscape improvements such as landscaped medians, widened sidewalks, where Right-of-Way is available, and street lighting along SR A1A. KEITH provided full services to the Client including survey/SUE, civil and transportation engineering, landscape architecture, and construction program management. During project coordination it was determined that FDOT had a resurfacing project overlapping the City's planned project. KEITH coordinated with FDOT to have the funds transferred to the City increasing the construction budget for this priority improvement project for the community.

d.

(1) TITLE AND LOCATION *(City and State)*: **Town Center Park Upgrades** *(Sunny Isles Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Landscape Architect. KEITH assisted the Client, under its continuing services agreement with the City, in developing a KEITH Play project including the western portion including a Meditation Garden, of the 3.5-acre space. KEITH provided services to the Client including civil engineering, landscape architecture, and construction program management. The completed space provides a safe, upgraded outdoor space for learning, reflection, and play for the community and guests.

e.

(1) TITLE AND LOCATION *(City and State)*: **Covered Bridge Passive Park** *(Parkland, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Landscape Architect. KEITH assisted the Client, under its continuing services contract, in developing a KEITH Play project that includes meandering trails connecting to the iconic Covered Bridge, flexible open space, nature playground, meditation garden, and yoga lawn on a 3-acre site. KEITH provided full services to the Client including survey/SUE, civil engineering, landscape architecture, planning, traffic engineering, and construction observation and management. The KEITH Team assisted the Client, as prime consultant.

f.

(1) TITLE AND LOCATION *(City and State)*: **Annie Adderly Gillis Park** *(Pompano Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Landscape Architect. KEITH, under its continuing services contract with the City, assisted the client in developing a KEITH play project that included the development of a park serving the local community integrating historically important elements and providing flexibility to create larger gathering spaces for events ensuring that, when not being used for events, the day-to-day visitor feels comfortable. KEITH provided full services to the Client including civil engineering, survey, planning, and landscape architecture. The KEITH team assisted the Client with creation of a functioning park with plaza, playground, fitness areas, signage, and special events lawn. The project has become a focal point of the neighborhood welcoming visitors and hosting events throughout the year.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Donald Spicer, PSM	Surveyor	48 years	4 years

15. FIRM NAME AND LOCATION *(City and State)*

KEITH, Pompano Beach, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Survey-related courses, Palm Beach Junior College, 1988	LS4677, Professional Surveyors and Mapper, Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Douglas Gardens IV and Douglas Gardens VI** *(Pembroke Pines, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Surveyor. KEITH, as subconsultant, is assisting the Client in developing a KEITH Life project including more than 410 units, 130 of which are affordable senior units, and 15,000-SF of senior services facilities available to the public, in two 6-story buildings. KEITH provides services to the Client including planning, landscape architecture, civil engineering, survey/SUE, traffic engineering, and construction observation and certification. The project will create a beautiful, inspiring, affordable, safe environment for senior residents and visitors.

b.

(1) TITLE AND LOCATION *(City and State)*: **Holland Park** *(Hollywood, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. Under the City of Hollywood's continuing services contract, KEITH, as subconsultant, assisted the Client with this KEITH Play project providing boundary and topographic surveying, subsurface utility engineering, landscape architectural design, and permitting for the Holland Park project. Holland Park is a delightful park along the Intracoastal with boat ramps, two pavilions, bicycle path, nature trails, restrooms, and a waterfront observation tower.

c.

(1) TITLE AND LOCATION *(City and State)*: **Government Center Breezeway** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Surveyor. KEITH assisted the Client, under its continuing services contract with the City, in developing a KEITH Campus/KEITH Facility project that included conceptual master planning for the Government Center breezeway, courtyard, and parking area, as well as schematic level designs for the breezeway. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, and environmental public art and design. In coordination with Michael Singer Studio, upon completion, this venue will take center stage in the heart of the community.

d.

(1) TITLE AND LOCATION *(City and State)*: **Fire Station No. 52 Design/Build** *(Pompano Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Surveyor. KEITH, under our continuing services agreement with the City for GO Bond Improvement Projects, is assisting the Client, as subconsultant, in developing a KEITH Facility project including the design/build of Fire Station 52, a two-story multi-bay facility. KEITH provides full services to the Client including civil engineering, planning, survey/SUE, landscape architecture, and construction program management. The project brings to the community a much-needed resource for safety and emergency management.

e.

(1) TITLE AND LOCATION *(City and State)*: **Main Beach Parking Lot Concrete Seating** *(Deerfield Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Surveyor. As a task work order under KEITH's long-term continuing services contract with the City, KEITH provided civil engineering, specific purpose survey, construction observation, and construction inspection related to the modification of an existing retaining wall along the east side of the main beach parking lot, constructing a 3-seat high concrete seating step area in the .25-acre space. The area's intended for viewing the beach and ocean and seating during events at the adjacent stage. The project also included minor modifications to the existing curb to facilitate stage delivery inclusive of anti-sleeping and anti-skateboarding design.

f.

(1) TITLE AND LOCATION *(City and State)*: **36-Acre Park-Platting** *(Parkland, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Surveyor. KEITH, under its continuing services agreement with the City, is assisting the Client in producing a plat for Beasley Park, approximately 35.4 acres. KEITH provides services to the Client including survey and planning. The KEITH Team is assisting the Client in boundary survey, plat application, post-plat recordation, and plat processing. The completed project will help build the foundation for future improvements to this community park.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jonathan Weymouth, PE	Construction Project Manager	34 years	13 years

15. FIRM NAME AND LOCATION *(City and State)*

KEITH, Pompano Beach, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. Architectural Engineering, University of Miami, 1990	52802, Professional Engineer, Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Hallandale Beach Boulevard (SR 858) Water Main Improvements** *(Hallandale Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. As a part of KEITH's continuing professional engineering services agreement with the City, we were retained to provide engineering services associated with the replacement and upsizing of an existing 12" and 16" ductile iron water main with a new 16" water main along Hallandale Beach Boulevard, extending approximately 3,500-LF. All existing domestic water services will be replaced up to the existing meters or within five feet of the back of the sidewalk, fire services will be replaced up to existing DDCVs or within five feet of the back of the sidewalk, and all fire hydrants will be replaced, and if necessary, adding additional fire hydrants to provide the required minimum spacing. KEITH's services include surveying/SUE, civil engineering, permitting, and construction observation.

b.

(1) TITLE AND LOCATION *(City and State)*: **Pompano Beach Fire Station No. 52 Design/Build** *(Pompano Beach, Florida)*

(1) TITLE AND LOCATION *(City and State)* — Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. KEITH, under our continuing services agreement with the City for GO Bond Improvement Projects, is assisting the Client as subconsultant in developing a KEITH Facility project that includes the design/build of a two-story multi-bay fire safety facility. KEITH provides full services to the Client including civil engineering, planning, survey/SUE, landscape architecture, and construction program management. The project brings to the community a much-needed resource for safety and emergency management.

c.

(1) TITLE AND LOCATION *(City and State)*: **City of Plantation Annex Building Addition** *(Plantation, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. KEITH, under its continuing services agreement with the City, is assisting the Client in developing a KEITH Campus project including a new stand-alone one-story annex building consisting of approximately 4,200-GSF. KEITH is providing services to the Client including owner's representation, survey/SUE, planning, civil and traffic engineering, and construction management.

d.

(1) TITLE AND LOCATION *(City and State)*: **SR A1A Streetscape Improvements, Pompano Beach** *(Pompano Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. Under our continuing services contract for GO Bond Improvements, KEITH assisted the Client in the development of a KEITH Access project including streetscape improvements such as landscaped medians, widened sidewalks where Right-of-Way is available, and street lighting along SR A1A. KEITH provided full services to the Client including survey/SUE, civil and transportation engineering, landscape architecture, and construction program management. During project coordination it was determined that FDOT had a resurfacing project overlapping the City's planned project. KEITH coordinated with FDOT to have the funds transferred to the City increasing the construction budget for this priority improvement project for the community.

e.

(1) TITLE AND LOCATION *(City and State)*: **Coconut Creek Hillsboro Pines Water Main Extension** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. Under our continuing services contract for the City, KEITH was retained to provide professional engineering services for the design, permitting, construction management, and coordination for three areas in the Hillsboro Pines Community in unincorporated Broward County. Areas 1, 2 and 3 entailed the design of approximately 1,600-LF of 8" water distribution main and associated fire hydrants, water services, and other water related distribution systems. KEITH served as the prime consultant managing a multi-disciplinary team. In-house services included landscape architecture, civil engineering, surveying, and SUE services.

f.

(1) TITLE AND LOCATION *(City and State)*: **CEI Services for SR 7 Median Enhancement** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Administrator. Under our continuing services contract for the City and under an FDOT LAP grant, the KEITH Team was retained to provide construction engineering inspection (CEI) service for a median restoration project approximately one mile in length. The project involved adding irrigation to water new trees, shrubs, and sod, as well as the addition of pavers in some areas. The construction contract duration was scheduled for six months. KEITH is a prequalified CEI provider to FDOT.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jonathan Weymouth, PE	Construction Project Manager	34 years	13 years

15. FIRM NAME AND LOCATION *(City and State)*

KEITH, Pompano Beach, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
B.S. Architectural Engineering, University of Miami, 1990	52802, Professional Engineer, Florida

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Hallandale Beach Boulevard (SR 858) Water Main Improvements** *(Hallandale Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. As a part of KEITH's continuing professional engineering services agreement with the City, we were retained to provide engineering services associated with the replacement and upsizing of an existing 12" and 16" ductile iron water main with a new 16" water main along Hallandale Beach Boulevard, extending approximately 3,500-LF. All existing domestic water services will be replaced up to the existing meters or within five feet of the back of the sidewalk, fire services will be replaced up to existing DDCVs or within five feet of the back of the sidewalk, and all fire hydrants will be replaced, and if necessary, adding additional fire hydrants to provide the required minimum spacing. KEITH's services include surveying/SUE, civil engineering, permitting, and construction observation.

b.

(1) TITLE AND LOCATION *(City and State)*: **Pompano Beach Fire Station No. 52 Design/Build** *(Pompano Beach, Florida)*

(1) TITLE AND LOCATION *(City and State)* — Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. KEITH, under our continuing services agreement with the City for GO Bond Improvement Projects, is assisting the Client as subconsultant in developing a KEITH Facility project that includes the design/build of a two-story multi-bay fire safety facility. KEITH provides full services to the Client including civil engineering, planning, survey/SUE, landscape architecture, and construction program management. The project brings to the community a much-needed resource for safety and emergency management.

c.

(1) TITLE AND LOCATION *(City and State)*: **City of Plantation Annex Building Addition** *(Plantation, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. KEITH, under its continuing services agreement with the City, is assisting the Client in developing a KEITH Campus project including a new stand-alone one-story annex building consisting of approximately 4,200-GSF. KEITH is providing services to the Client including owner's representation, survey/SUE, planning, civil and traffic engineering, and construction management.

d.

(1) TITLE AND LOCATION *(City and State)*: **SR A1A Streetscape Improvements, Pompano Beach** *(Pompano Beach, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. Under our continuing services contract for GO Bond Improvements, KEITH assisted the Client in the development of a KEITH Access project including streetscape improvements such as landscaped medians, widened sidewalks where Right-of-Way is available, and street lighting along SR A1A. KEITH provided full services to the Client including survey/SUE, civil and transportation engineering, landscape architecture, and construction program management. During project coordination it was determined that FDOT had a resurfacing project overlapping the City's planned project. KEITH coordinated with FDOT to have the funds transferred to the City increasing the construction budget for this priority improvement project for the community.

e.

(1) TITLE AND LOCATION *(City and State)*: **Coconut Creek Hillsboro Pines Water Main Extension** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Construction Project Manager. Under our continuing services contract for the City, KEITH was retained to provide professional engineering services for the design, permitting, construction management, and coordination for three areas in the Hillsboro Pines Community in unincorporated Broward County. Areas 1, 2 and 3 entailed the design of approximately 1,600-LF of 8" water distribution main and associated fire hydrants, water services, and other water related distribution systems. KEITH served as the prime consultant managing a multi-disciplinary team. In-house services included landscape architecture, civil engineering, surveying, and SUE services.

f.

(1) TITLE AND LOCATION *(City and State)*: **CEI Services for SR 7 Median Enhancement** *(Coconut Creek, Florida)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Administrator. Under our continuing services contract for the City and under an FDOT LAP grant, the KEITH Team was retained to provide construction engineering inspection (CEI) service for a median restoration project approximately one mile in length. The project involved adding irrigation to water new trees, shrubs, and sod, as well as the addition of pavers in some areas. The construction contract duration was scheduled for six months. KEITH is a prequalified CEI provider to FDOT.

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
Sima Azar	Project Manager	20	5

15. FIRM NAME AND LOCATION *(City and State)*

Bildworx Design, LLC dba Bildworx Design (Weston, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Science - Electrical Engineering Bachelor of Science - Electrical Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

N/A

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs Water Treatment Plant Utility Bldg #1 Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Project Manager
Renovations to expand the existing office space into the adjacent storage space, including HVAC design, power distribution, and lighting design.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs Water Treatment Plant Utility Bldg #3 Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Project Manager
Renovations included providing plumbing engineering design for new emergency shower station.

c.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs City Hall Building Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Project Manager
Renovations to the lobby of the City Hall building included enclosing certain lobby areas with ballistic glass walls, and included power distribution, lighting design, and technology design.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Boca Raton Water Utilities Plant Bldg 27 (Boca Raton, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Project Manager
Complete interior renovations of Building 27 within the City of Boca Raton Water Utilities Plant included HVAC, plumbing, power, lighting, technology systems, and fire alarm system design.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Sunrise Sawgrass Wastewater Treatment Plant Renovations (Sunrise, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Project Manager

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
Raji Sayegh	Principal, Electrical Engineer	20	5

15. FIRM NAME AND LOCATION *(City and State)*

Bildworx Design, LLC dba Bildworx Design (Fort Lauderdale, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science - Electrical Engineering	FL - Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Lighting Certified (LC); Registered Communications Distribution Designer (RCDD); Data Center Design Consultant (DCDC); LEED Accredited Professional (LEED AP)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs Water Treatment Plant Utility Bldg #1 Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Principal, Electrical Engineer
Renovations to expand the existing office space into the adjacent storage space, including HVAC design, power distribution, and lighting design.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs City Hall Building Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Principal, Electrical Engineer
Renovations to the lobby of the City Hall building included enclosing certain lobby areas with ballistic glass walls, and included power distribution, lighting design, and technology design.

c.

(1) TITLE AND LOCATION *(City and State)*: Broward Sheriff's Office Public Safety Building, 5th Floor Renovations

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Principal, Electrical Engineer
Renovations to the Sheriff's Suite, including media room, consisted of providing power distribution, lighting and datadesign required for new systems workstations and furniture.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Boca Raton Water Utilities Plant Bldg 27 (Boca Raton, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Principal, Electrical Engineer
Complete interior renovations of Building 27 within the City of Boca Raton Water Utilities Plant included HVAC, plumbing, power, lighting, technology systems, and fire alarm system design.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Sunrise Sawgrass Wastewater Treatment Plant Renovations (Sunrise, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Principal, Electrical Engineer

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Bassford	Mechanical Engineer	28	

15. FIRM NAME AND LOCATION *(City and State)*

Michael Bassford Engineering LLC (Winter Park, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Engineering - Mechanical Engineering Bachelor of Science - Aerospace Engineering	FL - Professional Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

N/A

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: City of Coral Springs Water Treatment Plant Utility Bldg #1 Renovations (Coral Springs, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Mechanical Engineer
Conceptual design of all new HVAC systems, including a centralized chilled water system, for the 30,000 sq. ft. Country Club, which has been experiencing temperature and humidity control issues.

b.

(1) TITLE AND LOCATION *(City and State)*: City of Sunrise Sawgrass Wastewater Treatment Plant Renovations (Sunrise, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Mechanical Engineer

c.

(1) TITLE AND LOCATION *(City and State)*: City of Margate CRA New Sports Park Construction (Margate, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Mechanical Engineer
Design of new covered sports field, including lighting, electrical distribution, and ventilation. Design of new adjacent building with ADA-compliant restrooms, and air-conditioned concession building.

d.

(1) TITLE AND LOCATION *(City and State)*: City of Boca Raton Water Utilities Plant Bldg 27 (Boca Raton, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Mechanical Engineer
Complete interior renovations of Building 27 within the City of Boca Raton Water Utilities Plant included HVAC, plumbing, power, lighting, technology systems, and fire alarm system design.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Sunrise Civic Center (Sunrise, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Role: Mechanical Engineer
Two-phased approach first consisted of extensive HVAC system evaluation in West Wing of the City of Sunrise CivicCenter, an 80,000 sq. ft. facility experiencing temperature and humidity issues. Second phase included a complete redesign of HVAC systems, BMS controls, as well as a redesign of Fire Alarm systems for both East and West Buildings.

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E. Resumes of Key Personnel Proposed for this Contract
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. Total	b. With Current Firm
Michael Melendez, P.E.	Senior Engineer I	25	1

15. FIRM NAME AND LOCATION (City and State)

CTS Engineering, Inc. – Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
B. Sc. in Civil Engineering University of Florida, 1996	Florida P.E. # 58698, 2002

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Maintenance of Traffic (Advanced); Stormwater, Erosion, and Sedimentation Control Inspector.
Certified Public Manager (Level 1 thru 4)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)
Interim Bicycle, Pedestrian, and Complete Streets Coordinator and In-house Support FDOT District 4, Office of Modal Development

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2022-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

Responsible for Context Classification determinations, complete streets advocacy, master planning, advisory committees, design reviews, project management, Target Zero initiatives, walking/safety audits, and Vulnerable Road User analysis.

b.

(1) TITLE AND LOCATION (City and State)
Broadview Park Drainage Infrastructure Improvement Study and Master Plan

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2023-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

The scope of work included survey, geotechnical testing, project management, stakeholder coordination, drainage analysis, cost estimating, public outreach, grant support, and technical reporting. Geotechnical data was used to develop a drainage model of the existing conditions. The project deliverables include survey data, geotechnical report, recommended alternatives, cost estimates, drainage models (existing and proposed conditions), interim/final drainage report, and public comments.

b.

(1) TITLE AND LOCATION (City and State)
Modal Support Contract, FDOT District 4

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2022-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

In-House Consultant. Responsible to support the Office of Modal Development with various roles such as Interim Bicycle, Pedestrian and Complete Streets Coordinator as well as serving as primary point of contact for County's Intermodal Center project.

c.

(1) TITLE AND LOCATION (City and State)
SR A1A Resurfacing, Restoration, and Rehabilitation, FDOT District 4

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2013-2014	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Project Manager and EOR. The project included the RRR of SR A1A from Oakland Park Boulevard to Palm Avenue. The project proposed lane repurposing to accommodate buffered bike lanes, while also ensuring the existing bus stops were preserved and improved. Included production of roadway, signing, and pavement marking plans. Other responsibilities included, but were not limited to team management, client coordination, public involvement, and utility coordination.

d.

(1) TITLE AND LOCATION (City and State)
Architecture & Engineering (A/E) Services
Broward County Transportation Department, Broward County

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2012-2014	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Civil Engineering Lead and EOR. Responsible for working closely with the team architect to provide civil engineering services for the installation or replacement of bus shelters throughout Broward County. This involved civil engineering related tasks over multiple work orders, including but not limited to existing site assessments, project scoping, utility coordination, ADA compliance, custom shelter site integration, civil plans production, local agency permitting, bidding, construction support.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

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
Phani Allu, P.E., PTOE, RSP2I	Senior Engineer I	22	10

15. FIRM NAME AND LOCATION (City and State)
CTS Engineering, Inc. – Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
M.S. in Civil Engineering, University of Connecticut, 2001 B. Tech, Civil Engineering, Indian Institute of Technology, 1999	Florida P.E. # 68069, 2008 PTOE RSP2I

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State): **Districtwide Traffic Operations Safety Reviews and Studies, FDOT District 4**

(2) YEAR COMPLETED — Professional Services: 2015-Present; Construction (If Applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if performed with current firm.

Project Manager and Lead Traffic Engineer responsible for traffic operational/safety studies and safety reviews that include crash analyses, intersection/corridor operational analyses, and field reviews to identify site-specific issues related to high crash study locations. Developed reports with recommendations to reduce the crash potential at the study locations. Some examples of completed assignments include safety study/lighting analysis for SR 25/US 27, I-95 in Palm Beach, Hallandale Beach Blvd, Forest Hill Blvd; 3R safety reviews for I-95, Broward Blvd, Sample Rd, and SR 5; safety studies on Sunrise Blvd, Griffin Rd, and Powerline Rd, pedestrian mid-block evaluation and safety assessment on Indiantown Road; road safety audit for Merrill Barber Bridge; pedestrian studies along Pembroke Rd, Oakland Park Blvd, and Lake Worth Rd.

b.

(1) TITLE AND LOCATION (City and State): **Pedestrian/Bicycle Safety Studies, FDOT District 4.**

(2) YEAR COMPLETED — Professional Services: 2013-2014; Construction (If Applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if performed with current firm.

Lead Traffic Engineer responsible for field reviews, and development of pedestrian and bicycle related recommendations for several roadway segments, intersections, and greenway crossings. Recommendations from the study included bike lanes, additional lighting, upgrading existing pedestrian features, and minor signing/pavement marking improvements. The studies also identified technology-oriented improvements such as blank-out signs (to alert turning motorists) and audio/visual feedback pushbuttons.

c.

(1) TITLE AND LOCATION (City and State): **Districtwide Traffic Operations Access Management, FDOT District 4.**

(2) YEAR COMPLETED — Professional Services: 2005-2013; Construction (If Applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if performed with current firm.

Project Engineer for this work-order based contract. Responsible for numerous data collection, field reviews, operational analysis, development of access management plans, and development of final reports. Corridor settings ranged from built-up urban to rural areas, with study lengths ranging from one to five miles. Study steps included field reviews, traffic data collection, operational analysis, crash analysis, and presentations to the District Access Management Review Committee.

d.

(1) TITLE AND LOCATION (City and State): **Districtwide Traffic Operations Safety Studies, FDOT District 6**

(2) YEAR COMPLETED — Professional Services: 2017-2022; Construction (If Applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if performed with current firm.

Project Manager and Lead Traffic Engineer responsible for traffic operational/safety studies and safety reviews that included crash analyses, intersection/corridor operational analyses, and field reviews to identify site-specific issues related to high crash study locations. Developed reports with recommendations to reduce the crash potential at the study locations. Studies included Key West Crosswalks Evaluation, Alton Rd between NW 44 St and NW 47 St; ped studies on SR 9 and SR 944; CO identified ped priority corridor studies along NW 27 Ave and NW 103 St.

e.

(1) TITLE AND LOCATION (City and State): **Districtwide Signal Retiming, FDOT District 6**

(2) YEAR COMPLETED — Professional Services: 2018-2019; Construction (If Applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if performed with current firm.

Project Manager for performing signal retiming on several corridors ranging from 0.5 miles to 8 miles involving 60 traffic signals in Miami-Dade County. The tasks involved evaluating existing signal timing and proposing signal timing adjustments aimed at improving travel times and reducing delays. The corridors included SR 934 from NE 7th Ave to Abbott Ave, SR 922 from Broadview Blvd to Collins Ave, SR 925 from NW 8th St to NW 1st St, SR 112 from Alton Rd to Collins Ave, and SR 25 from SR 997 to SR 932.

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
MarQuellus Bennett, P.E.	Engineer II - Drainage	13	7

15. FIRM NAME AND LOCATION (City and State)

CTS Engineering, Inc. – Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BSCE, MBA	Florida P.E. # 77954, 2014

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Maintenance of Traffic (Advanced); Stormwater, Erosion, and Sedimentation Control Inspector.
Certified Public Manager (Level 1 thru 4)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)

SR-817 (University Drive) RRR & Sidewalk Widening Project (FPID 443597-2), FDOT District 4.

(2) YEAR COMPLETED	
Professional Services	Construction (If Applicable)
2022-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

This project included the redesign of drainage swales, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Utilized 3D Modeling software to develop and analyze the terrain model of the proposed RRR design and sidewalk widening. In addition, analyzed and designed modifications to drainage system, developed drainage maps, drainage report, storm sewer system models, and completed environmental permitting with CBWCD.

b.

(1) TITLE AND LOCATION (City and State)

Broadview Park Drainage Infrastructure Improvement Study and Master Plan

(2) YEAR COMPLETED	
Professional Services	Construction (If Applicable)
2023-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

The scope of work included survey, geotechnical testing, project management, stakeholder coordination, drainage analysis, cost estimating, public outreach, grant support, and technical reporting. Geotechnical data was used to develop a drainage model of the existing conditions. The project deliverables include survey data, geotechnical report, recommended alternatives, cost estimates, drainage models (existing and proposed conditions), interim/final drainage report, and public comments.

c.

(1) TITLE AND LOCATION (City and State)

SR-729 (State Market Road) RRR & Shoulder Widening Project (FPID 446105-1), FDOT District 4.

(2) YEAR COMPLETED	
Professional Services	Construction (If Applicable)
2021-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

Lead Design Engineer and Drainage Engineer of Record. Project involved milling and resurfacing and shoulder widening along SR-729 in Palm Beach County. This project also included the design of drainage ditches, hydrologic analysis, and Environmental Permitting. Utilized 3D Modeling software to analyze and develop a model of the proposed RRR design and shoulder widening. In addition, analyzed and designed modifications to drainage system, developed drainage maps, drainage report, storm sewer system models, and permitted with EBWCD.

d.

(1) TITLE AND LOCATION (City and State)

SR-5 (US-1) RRR & Sidewalks Project (FPID 446107-1), FDOT District 4.

(2) YEAR COMPLETED	
Professional Services	Construction (If Applicable)
2020-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

Drainage Engineer of Record. Project involved milling and resurfacing and the addition of missing sidewalk gaps along SR-5 in Indian River County. This project included the redesign of drainage swales, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Utilized 3D Modeling software to analyze and design modifications to drainage system, developed drainage maps, drainage structure sheets, drainage report, storm sewer system models, and coordinated environmental permitting with SJWMD.

e.

(1) TITLE AND LOCATION (City and State)

SR-25 (US-27) Shoulder Widening and Auxiliary Lane (FPID 439939-1[Lead FM]), FDOT District 4.

(2) YEAR COMPLETED	
Professional Services	Construction (If Applicable)
2018-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if performed with current firm.

Drainage Engineer of Record. Project involved the addition of inside/outside shoulder, the addition/extension of auxiliary lanes and the redesign 30 median drainage ditches for 13 miles south of the Broward/Palm Beach County Line in Broward County, FL. This project included the design of drainage median ditches, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Served as the Drainage Engineer of Record. Analyzed and designed drainage system, drainage maps, drainage structure sheets, drainage report, storm sewer system model, water quality calculations, and environmental permitting with SFWMD.

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
Lis R. Tolstoy, PSM	SUR Senior Surveyor I	27	2

15. FIRM NAME AND LOCATION (City and State)

CTS Engineering, Inc. – Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Land Surveying Engineering UDELAR University, Uruguay	Professional Surveyor & Mapper, Florida PSM #6759, 2009

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)

Continuing Services for Surveying, Mapping and SUE, FDOT District 4.

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2018-2021	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Project Manager. The services provided included LIDAR, field surveys, historical baseline and existing right-of-way determination, GPS Surveys, topographic surveys and DTM, general land and aerial photography survey support, monumentation surveys, bathymetric surveys, utility designation and excavation including GIS files, tree surveys, maintenance of traffic, right-of-way control survey maps, right-of-way maps, maintenance maps, right-of-way monumentation maps, boundary surveys, quality assurance reviews, title search plotting maps, sketches, parcel staking, and legal descriptions.

b.

(1) TITLE AND LOCATION (City and State)

DW Construction Engineering Inspection Consultant Surveys, FDOT District 6.

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2017-Present	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Senior Project Surveyor. The purpose of this multi-task CEI contract was to provide services to verify both existing pre-construction and post-construction conditions, to ensure design criteria was met by the contractors. As a Prime consultant, F.R. Aleman provided survey and mapping support to the District. This task work order contract involved field surveys for construction projects, including re-establishment of survey baselines, control points, benchmarks, drainage surveys and bridge data, original and final cross-sections, and mast arm bearings, among other scopes.

c.

(1) TITLE AND LOCATION (City and State)

Mobility Improvements at Dykes Road; 196th Avenue & NW 10th Street, FDOT District 4.

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2019-2021	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Senior Surveyor. The project consisted of 6 miles of milling, resurfacing, and restriping two existing 12-feet lanes and 4-feet paved shoulder to provide two 11-feet lanes and a 4-feet bike lane (with 2-feet buffer) in both directions along an off-system road. The project also consisted of providing appropriate signing according to MUTCD. Services provided were Horizontal & Vertical control, XYZ for 140 aerial targets, 3D Topographic and DTM along obscure areas, cross sections check, collect drainage structures, RW and Baseline analysis, 45 VVHs including the verified utility table.

d.

(1) TITLE AND LOCATION (City and State)

Design Services for SR 15 from S of Morgan Road to S of Shirley Drive Project, FDOT District 4.

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2017-2018	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Right-of-Way Specialist/ Survey Leader. Ms. Tolstoy served as the Right-of-Way Specialist and Survey Leader for this complete design survey that combined ground survey with aerial photography. Survey included recovering the historical baseline and determining the right-of-way lines along the entire corridor. 35 Vacuum Excavation Test Holes (VVHs) were performed to confirm the Horizontal and Vertical Locations of underground utilities in conflict with proposed improvements in Pahokee, Palm Beach County

d.

(1) TITLE AND LOCATION (City and State)

Broward Mobility Project, Miramar/Hollywood, FDOT District 4.

(2) YEAR COMPLETED

Professional Services	Construction (If Applicable)
2017-2018	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if performed with current firm.

Right-of-Way Specialist and Survey Leader. Ms. Tolstoy served as the Right-of-Way Specialist and Survey Leader for this 6-mile design project providing ground survey support, including obtaining right-of-way lines for two corridors. The scope included establishing horizontal and vertical control, re-establishing the historical baseline of survey, preparing PNC sheets, providing ground survey for the topographic/DTM survey, and providing underground utility survey.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
BSO Training Center & Parking Garage Fort Lauderdale, Florida	2024	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Broward Sheriff's Office (BSO)	Andrew Baker, Dir. Planning, Development & Facilities	(954) 831-8226 / andrew_baker@sheriff.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

To be completed 06/2024

SIZE: 105,000 SF

COST: $53,700,000

SCOPE: Full A/E Services

RELEVANCY	
✓	BSO facility
✓	Secure entry/access
✓	Training rooms
✓	Classrooms
✓	Tactical ranges
✓	Auditorium

Design and construction of a 105,000 square foot, four-story training center and adjacent seven-story parking garage. This state-of-the art training facility will provide classrooms, training labs, 3 indoor gun ranges utilizing the latest range technology, a simulated-ammo tactical shoot house with catwalk above for trainer observation, an exterior rappel tower, a 150-seat flex room, administrative offices, and a memorial lobby to honor the victims of the Marjory Stoneman Douglas High School shooting. The facility includes 11 and 15-lane, 50-yard tactical ranges with Total Containment Trap and 15-lane, 25-yard tactical range with Total Containment Trap.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
c.			
d.			
e.			
f.			

ATTACHMENT D: STANDARD FORM 330

SALTZ MICHELSON ARCHITECTS

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
West Pines Soccer Park & Community Building Pembroke Pines, Florida	2013	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pembroke Pines	Paul Edelstein, Director	(954) 437-1111 / pedelstein@ppines.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

SIZE: 1,700 SF	
CONSTRUCTION COST: $1,500,000	
SCOPE: Full A/E Services	
FEATURES	
✓	City of Pembroke Pines
✓	Meeting/restroom building
✓	Soccer fields with bleachers
✓	Site work

Design, permitting and construction of a freestanding 1,700 square foot meeting room/restroom building and two additional lighted practice soccer fields at the existing West Pines Soccer Park and Nature Preserve.

The project includes Bermuda sod and 80/20 soil mix, lighting, electrical, drainage, de-muck & fill, laser grading, irrigation retrofit, bleachers, benches, shade structures, and sidewalks.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	3

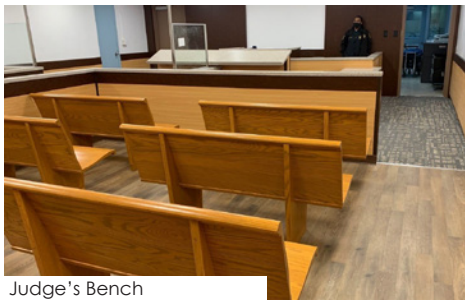
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Broward County, Continuing Services Contract Broward County, Florida	1993-1997/ 2001-2004/ 2006-2009/ 2011-2016/ 2016-Present	1993-1997/ 2001-2004/ 2006-2009/ 2011-2016/ 2016-Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Broward County	Jeff Thompson, AIA, Assistant Director	(954) 357-8460 / jthompson@broward.org

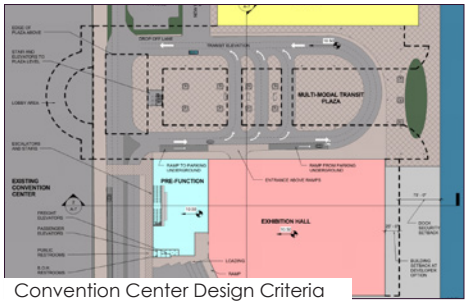
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Electric Bus Infrastructure



Judge's Bench

Government Center West



Convention Center Design Criteria

SIZE: Various Sizes	
CONSTRUCTION COST: ≤ $4,000,000	
SCOPE: Full A/E Services	
FEATURES	
✓	Broward County agency
✓	Pembroke Pines projects
✓	Continuing services (29 Years)
✓	Main jail judge's bench
✓	Correctional facility assessments
✓	EOC computer room relocation
✓	Bus charging infrastructure
✓	Fleet EV charging stations
✓	Main library plaza restoration

Under the firm's open-ended contract with Broward County, SMA has been involved with multiple projects with varying scopes, sizes and costs. Projects include Electric Bus Charging Infrastructure; Main Library Exterior Refurbishment; Main Jail Judge's Bench; Convention Center Design Criteria; Main Library Plaza Restoration; First Floor Renovation at Government Center East; EOC Computer Room Relocation; Judicial Complex; Government Center East Garage Repairs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Bildworx Design	Fort Lauderdale, Florida	MEP Engineering, IT/Data
c.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
d.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
e.			
f.			

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
BCAD FLL and HWO Airports, Continuing Services Fort Lauderdale / Pembroke Pines, Florida	2023	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Broward County Aviation Department	Fernando Blanco, Construction PM	(954) 359-6260

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Technology	Band	Measurement Type	Channel/Frequency	Network
P25	Broward 700	P25 DL Decode	CH1- 774.906250 MHz CH2- 774.631250 MHz CH3- 774.381250 MHz CH4- 774.731250 MHz	N/A

FLL BDA System Analysis & Recommendation

Plot: Greatest RSSI (dBm)

Skyclub Expansion Structural Assessment

SIZE, COST, SCOPE: Various

FEATURES	
✓	Continuing services
✓	BDA system assessment
✓	Terminal connector
✓	Employee screening
✓	T3 air handlers
✓	FLL T1 chiller assessment
✓	Skyclub expansion assessment

Professional A/E services to perform pre-design, design services, and CA for new building construction and modifications, alterations and improvements to existing buildings, structures, offices and accessory buildings that are landside and airside at the Fort Lauderdale-Hollywood International and North Perry Airports.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
c.			
d.			
e.			
f.			

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Memorial Healthcare System, Continuing Contract Broward County, Florida	1995 - Present	1995 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Memorial Healthcare System	Mark Greenspan, Director of Construction/Design	(954) 265-8674 / mgreenspan@mhs.net

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Under our open-ended contract (twenty-nine consecutive years) with the South Broward District/Memorial Healthcare System, we have been the architects for numerous AHCA approved projects within its six hospitals and other medical facilities.

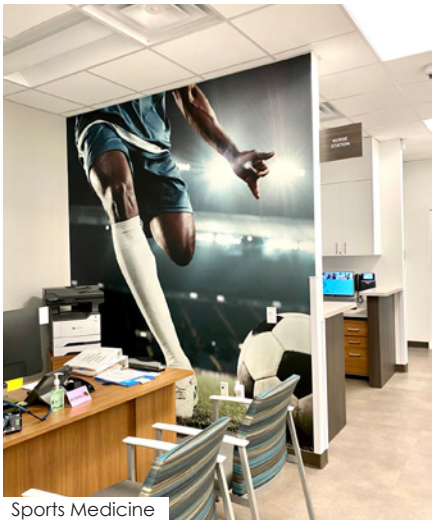
Projects include cancer centers, aministrative offies, data centers, urgent care centers, women's centers, rehabilitation facilities, parking garages, medical office buildings, surgery centers, facade renovations, a data center and many other large and small projects.

SIZE: Various
CONSTRUCTION COST: $50K - $65M
SCOPE: Full A/E Services, LEED AP

FEATURES	
✓	Pembroke Pines
✓	Continuing contract (29 years)
✓	Renovations/new construction
✓	Fully operational

Memorial Pembroke Cafeteria

IT/Data Center, Pembroke Pines


Sports Medicine

Memorial Pembroke Interventional Radiology

Memorial Regional Hospital Hardening

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Bildworx Design	Fort Lauderdale, Florida	MEP Engineering, IT/Data
c.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
d.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
e.			
f.			

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Broward College, Continuing Services Contract Broward County, Florida	1995 – 2010 / 2012 - Present	1995 – 2010 / 2012 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Broward College	Ana Ovalles, Associate VP, Facilities	(954) 201-6512 / aovalles@broward.edu

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Student Services Center (2022)

SIZE: Various
COST: Various
SCOPE: Full A/E Services

FEATURES	
✓	Higher Education
✓	Renovations
✓	Labs/Classrooms
✓	Administrative Offices
✓	New Construction
✓	Green Globes

Successful completion of multiple college remodeling projects under the firm's continuing contract (26 years) with Broward College on all four campuses. Projects include North Campus Building 47 renovations, facade renovations, the Will & Jo Holcombe Institute for Higher Learning, a Dental Lab, a Nursing Lab and Clinical Practice, Student Affairs Center, Student Services; Maroone Automotive Training Facility; Aviation Building 99; Tarmac Design for 727; ADA Restrooms, and accounting office renovations.

Building 47 Renovations (2016)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
c.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
d.			
e.			
f.			

ATTACHMENT D: STANDARD FORM 330

SALTZ MICHELSON ARCHITECTS

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Sunrise, Athletic Complex & Park Sunrise, Florida	2022	2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Sunrise	Chris Ulrich, Project Manager	(954) 888-6060 / culrich@sunrisefl.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

COST: $15,808,754

SCOPE: Full A/E Services

FEATURES	
✓	Municipal Project
✓	Continuing contract
✓	Athletic building
✓	Sports park
✓	Concession building

Full A/E design services & construction administration for the addition to and renovation of a 1,156,848 SF park, adding a new 15,000 SF athletic building, playground, food/market plaza, multi-sport fields, concession stand, and five new covered outdoor basketball fields.

Park: 1,156,848 SF
Athletic Building: 15,000 SF

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Pompano Beach Fire Station 114 Pompano Beach, Florida	2022	2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pembroke Pines	Horacio Danovich Project Manager	(954) 786-7834 / Horacio.Danovich@copbfl.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

SIZE: 13,990 Square Feet

COST: $6,100,000

SCOPE: Full A/E Services

FEATURES	
✓	Government facility
✓	Space programming
✓	Administrative offices
✓	3 Bays
✓	IT/Data
✓	Category V
✓	Green Globes certified

A new two-story, 13,990 SF fire station with three bays to accommodate 11 Firefighters, 1 city outreach staff member, and building support functions. This facility will be designed and constructed to meet Category V storms and be designated as "essential facilities". As required by the City, the station was signed to achieve a minimum level of a City approved Sustainable green Development system.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Keith & Associates	Pompano Beach, Florida	Civil Engineering & Landscape Architecture
c.	Johnson Structural Group	Boca Raton, Florida	Structural Engineering
d.			
e.			
f.			

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Hallandale EV Transit Operation Level II Facility Hallandale Beach, Florida	2024	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Hallandale Beach	Jeff Towne, Assistant Director Public Works	(954) 457-3042 / Jtowne@hallandalebeachfl.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Site and building planning, design, and construction support services for a new complete EV Transit Operation Level II Facility for EV transit fleet parking, EV battery charging, EV fleet maintenance and operation of the community shuttle program. The Facility will consist of 12 bus bays, electric battery charging, fleet dispatching, fleet operational control, and fleet maintenance. The Facility will include the battery charging infrastructure, a solar energy (Solar Roof) system, backup generator, and the energy storage/support facilities.

SIZE: 300,000 SF

COST: $8,200,000

SCOPE: Full A/E Services

FEATURES	
✓	Municipal project
✓	EV fleet maintenance
✓	Bus Bays
✓	Solar energy
✓	Backup generator

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.	Bildworx Design	Fort Lauderdale, Florida	MEP Engineering, IT/Data
c.	Federal Engineering & Testing	Oakland Park, Florida	Geotechnical Engineering
d.			
e.			
f.			

ATTACHMENT D: STANDARD FORM 330

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	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Broward County, Nancy J. Cotterman Center (NJCC) Oakland Park, Florida	2023	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Broward County	Stephen Greco, Expansion Project Administrator	(954) 357-8533 / sgreco@broward.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The NJCC exists to service victims of sexual assault crimes including helping them with the trauma of their experience and investigation. It is a twenty-four hours a day/seven days a week victim assistance center.

The facility provides a welcoming, inviting, calming and safe environment to consider the needs of the clients within Social Service facilities. As such, our design solutions support improved care and enhanced staff safety and well-being. Once completed, the project will pursue LEED Gold certification for new construction.

SIZE: 28,000 Square Feet	
COST: $14,350,000	
SCOPE: Full A/E Services	
FEATURES	
✓	Government facility
✓	Social services shelter
✓	Secure Entry/Access

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Saltz Michelson Architects	Fort Lauderdale, Florida	Architectural Planning & Design
b.			
c.			
d.			
e.			
f.			

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G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Charles Michelson, AIA	Architect/Principal-In-Charge	X	X	X	X	X	X	X	X	X	X
Robert Halula	Architect/QA/QC			X	X	X	X			X	
Sheff Devier, AIA	Architect/QA/QC		X	X	X	X	X		X		X
Mary Farlander, RA	Architect/Project Manager	X		X		X	X			X	
Maday Gutierrez, RA	Architect/Project Manager			X	X	X	X	X			
Frida Dunayer	Project Manager/Interiors			X		X	X				X
Juan Pablo Garcia	BIM Manager	X		X	X	X	X	X	X		X
Michael Cartossa, PE	Civil Engineer								X		
Chris Phillips, PLA	Landscape Architect								X		
Jonathan Weymouth, PE	Construction PM								X		
Sima Azar	Project Manager			X		X				X	
Raji Sayegh, PE	Electrical Engineer			X		X				X	
Michael Bassford, PE	Mechanical Engineer			X		X				X	
Mark Johnson, PE	Structural Engineer		X	X		X	X	X	X		
Keith LeBlanc, PE	Geotechnical Engineer	X		X	X	X	X			X	
Sven Jetzkewitz	Operations/Geotech	X		X	X	X	X			X	
Scott Dyson	Geologist/GIT	X		X	X	X	X			X	
Michael Melendez, PE	Traffic Engineer										
MarQuellus Bennett, PE	Engineer, Drainage										
Lis Tolstoy, PSM	Senior Surveyor										

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	BSO Training Center & Parking Garage	6	Broward College, Continuing Services Contract
2	West Pines Soccer Park & Community Building	7	City of Sunrise, SAC Athletic Center & Park
3	Broward County, Continuing Contract	8	City of Pompano Beach, Fire Station No. 114
4	Broward County Aviation, Continuing Contract	9	City of Hallandale Beach, EV Transit Operation Facility
5	Memorial Healthcare System, Continuing Contract	10	Broward County, Nancy J. Cotterman Center (NJCC)

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H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	02/27/2024

33. NAME AND TITLE

Charles A. Michelson, AIA, ACHA, LEED AP, President

STANDARD FORM 330 (REV. 7/2021) **PAGE 5**

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ #PSPW-23-20

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Saltz Michelson Architects, Inc.	3. YEAR ESTABLISHED: 1996
	4. UNIQUE ENTITY IDENTIFIER: 94-585-1731
2b. STREET: 3501 Griffin Road	5. OWNERSHIP
	a. TYPE: Corporation
2c. CITY: Fort Lauderdale; 2d. STATE: FL; 2e. ZIP CODE: 33312	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Charles A. Michelson, AIA, ACHA, LEED AP, President	7. NAME OF FIRM *(If Block 2a is a Branch Office)*:
6b. TELEPHONE NUMBER: 954.266.2700	6c. EMAIL ADDRESS: Project@SaltzMichelson.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Mark L. Saltz Architects, Inc.	1980	94-585-1731
Mark L. Saltz, AIA, Architect	1976	94-585-1731

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	5	2
06	Architect	10	
08	CADD Technician	9	
48	Project Manager (non architect)	5	
37	Interior Design	1	
	Other Employees	3	
	Total	33	2

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C10	Commercial Bldg, Shopping Centers	5
C11	Community Facilities	6
C13	Computer Facilities	3
D04	Design-Build	7
E02	Educational Facilities	8
F02	Field Houses, Gyms, Stadiums	2
G01	Garages, Parking Decks	5
H09	Hospital/Medical Facilities	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7

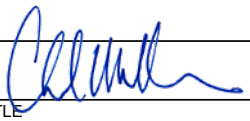
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



b. DATE: 02/27/2024

c. NAME AND TITLE: Charles A. Michelson, AIA, ACHA, LEED AP, President

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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: PSPW-23-20

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Keith and Associates, Inc., dba KEITH	3. YEAR ESTABLISHED: 1998 / 4. UNIQUE ENTITY IDENTIFIER: VBLCPKTQD5J6
2b. STREET: 301 East Atlantic Boulevard	5. OWNERSHIP
2c. CITY: Pompano Beach / 2d. STATE: FL / 2e. ZIP CODE: 33060	a. TYPE: Corporation
6a. POINT OF CONTACT NAME AND TITLE: Alex Lazowick, PE, PMP, ENV SP	b. SMALL BUSINESS STATUS: N/A
6b. TELEPHONE NUMBER: 954-788-3400 / 6c. E-MAIL ADDRESS: marketing@KEITHteam.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: N/A

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A		

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	27	18
12	Civil Engineering, PE	20	11
60	Transportation Engineering, PE	6	1
15	Construction Inspector	4	3
16	Construction Manager	13	13
29	GIS Specialist	1	1
38	Land Surveyor, PSM	8	6
39	Landscape Architect, RLA	8	7
47	Planner: Urban/Regional	9	1
48	Project Manager	4	1
53	Scheduler	1	1
	Landscape Designer	8	0
	Project Engineer	27	9
	Project Surveyor	7	5
	Survey Field Crew	26	21
	Subsurface Utility Engineer	3	3
	Subsurface Utility Field Crew	11	11
	Utility Coordinator	6	5
	VDC/BIM/CIM	3	1
	Other Employees		
	Total	192	118

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A06	Airports; Terminals and Hangars	7
B02	Bridges	3
C07	Coastal Engineering	3
C10	Commercial Building	7
C11	Community Facilities	6
C15	Construction Management	7
C16	Construction Surveying	4
E02	Educational Facilities	4
F02	Field Houses; Gyms; Stadiums	4
G04	GIS Services; Development; Analys	2
H07	Highways, Street, Airfield Paving	5
H09	Hospitals & Medical Facilities	3
I06	Irrigation; Drainage	6
L03	Landscape Architecture	6
P05	Planning (Community, Regional...)	5
R03	Railroad; Rapid Transit	3
R04	Recreation Facilities	6
S10	Surveying; Platting; Mapping; Flood	6
S13	Storm Water Handling & Facilities	6
T04	Topographic Surveying & Mapping	6
W03	Water Supply; Treatment & Distrib.	5
Z01	Zoning; Land Use Studies	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Alex Lazowick

b. DATE: 02/21/2024

c. NAME AND TITLE: Alex Lazowick, PE, PMP, ENV SP - President

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ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER: PSPW-23-20

PART II – GENERAL QUALIFICATIONS

2a. FIRM (or Branch Office) NAME **CTS ENGINEERING, INC.**		3. YEAR ESTABLISHED 2009	4. UNIQUE ENTITY IDENTIFIER
2b. STREET 3230 West Commercial Blvd, Suite 220			5. OWNERSHIP
2c. CITY Fort Lauderdale	2d. STATE FL	2e. ZIP CODE 33309	a. TYPE Corporation
6a. POINT OF CONTACT NAME AND TITLE Sheng Yang, P.E., PTOE - President			b. SMALL BUSINESS STATUS Active
6b. TELEPHONE NUMBER 954-637-1608	6c. EMAIL ADDRESS syang@ctseinc.com		7. NAME OF FIRM (If Block 2a is a Branch Office) CTS Engineering, Inc.
8a. FORMER FIRM NAME(S) (If any) N/A	8b. YEAR ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No of Employees (1) Firm	c. No of Employees (2) Branch
02	Administrative	5	4
12	Civil Engineer	21	13
29	Geographic Information System Specialist	1	1
38	Land Surveyor	2	1
47	Planner: Urban/Regional	3	3
58	Technician/Analyst	22	7
60	Transportation Engineer	3	3
	Other Employees	29	21
	Total	86	53

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number
C16	Construction Surveying	1
C18	Cost Estimating; Cost Eng. And Analysis	1
G04	Geographic Information System Specialist	22
G05	Geospatial Data Conversion	1
L02	Land Surveying	2
L06	Lighting (Exteriors)	2
P05	Planning (Community, Regional. Areawide & State)	4
R03	Railroad; Rapid Transit	4
R10	Risk Analysis	1
S10	Surveying; Platting; Mapping	3
S13	Stormwater Handling & Facilities	1
T03	Traffic & Transportation Engineering	4
T04	Topographic Surveying & Mapping	1
V01	Value Analysis; Life Cycle Costing	1
Z01	Zoning; Land Use Studies	1

11. Annual Average Professional Services Revenues of Firm for Last 3 Years

a. Federal Work	
b. Non-Federal Work	8
c. Total Work	8

Professional Services Revenue Index Number

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. Authorized Representative

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	2/20/2024

c. NAME AND TITLE

Sheng Yang, P.E., PTOE - President

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Exhibit "B"

ATTACHMENT D: STANDARD FORM 330

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER: PSPW-23-20

PART II – GENERAL QUALIFICATIONS

2a. FIRM (or Branch Office) NAME **CTS ENGINEERING, INC.**		3. YEAR ESTABLISHED 2009	4. UNIQUE ENTITY IDENTIFIER
2b. STREET 8095 NW 12th Street, Suite 315		5. OWNERSHIP	
2c. CITY Doral	2d. STATE FL	2e. ZIP CODE 33126	a. TYPE Corporation
6a. POINT OF CONTACT NAME AND TITLE Sheng Yang, P.E., PTOE - President		b. SMALL BUSINESS STATUS Active	
6b. TELEPHONE NUMBER 305-890-7198	6c. EMAIL ADDRESS syang@ctseinc.com	7. NAME OF FIRM (If Block 2a is a Branch Office) CTS Engineering, Inc.	
8a. FORMER FIRM NAME(S) (If any) N/A	8b. YEAR ESTABLISHED N/A	8c. UNIQUE ENTITY IDENTIFIER N/A	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No of Employees (1) Firm	c. No of Employees (2) Branch
02	Administrative	5	1
12	Civil Engineer	21	5
29	Geographic Information System Specialist	1	
38	Land Surveyor	2	1
47	Planner: Urban/Regional	3	
58	Technician/Analyst	22	13
60	Transportation Engineer	3	
	Other Employees	29	4
	Total	86	24

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number
C16	Construction Surveying	1
C18	Cost Estimating; Cost Eng. And Analysis	1
G04	Geographic Information System Specialist	22
G05	Geospatial Data Conversion	1
L02	Land Surveying	2
L06	Lighting (Exteriors)	2
P05	Planning (Community, Regional. Areawide & State)	4
R03	Railroad; Rapid Transit	4
R10	Risk Analysis	1
S10	Surveying; Platting; Mapping	3
S13	Stormwater Handling & Facilities	1
T03	Traffic & Transportation Engineering	4
T04	Topographic Surveying & Mapping	1
V01	Value Analysis; Life Cycle Costing	1
Z01	Zoning; Land Use Studies	1

11. Annual Average Professional Services Revenues of Firm for Last 3 Years

a. Federal Work	
b. Non-Federal Work	8
c. Total Work	8

Professional Services Revenue Index Number

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. Authorized Representative

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	2/20/2024

c. NAME AND TITLE: Sheng Yang, P.E., PTOE - President

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: RFQ # PSPW-23-20

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Bildworx Design, LLC dba Bildworx Design	3. YEAR ESTABLISHED: 2016 / 4. UNIQUE ENTITY IDENTIFIER: DUNS 116720599
2b. STREET: 300 SE 2nd Street, Suite 600	5. OWNERSHIP
2c. CITY: Fort Lauderdale / 2d. STATE: FL / 2e. ZIP CODE: 33301	a. TYPE: LLC S-Corp
6a. POINT OF CONTACT NAME AND TITLE: Sima Azar, President	b. SMALL BUSINESS STATUS: Yes (NAICS Code 541330)
6b. TELEPHONE NUMBER: (954) 933-8246 / 6c. EMAIL ADDRESS: sima@bildworx.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: N/A

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Bildworx Design, PLLC	2016	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
21	Electrical Engineer	1	
48	Project Manager	1	
	Other Employees	1	
	Total	3	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A11	Auditoriums & Theaters	1
C11	Community Facilities	2
E02	Educational Facilities; Classrooms	1
E03	Electrical Studies and Design	2
E05	Elevators; Escalators; People-Mov	1
F03	Fire Protection	1
G02	Gas Systems (Propane; Natural, Et	1
H04	Heating; Ventilating; Air Conditioni	2
H11	Housing (Residential, Multi-Family;	1
L04	Libraries; Museums; Galleries	1
L05	Lighting (Interior; Display; Theater,	1
L06	Lighting (Exteriors; Streets; Memori	1
O01	Office Buildings; Industrial Parks	2
P07	Plumbing & Piping Design	2
R06	Rehabilitation (Buildings; Structure	1
T01	Telephone Systems (Rural; Mobile;	1
T02	Testing & Inspection Services	1
V01	Value Analysis; Life-Cycle Costing	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	3
c. Total Work	3

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 2/19/2024

c. NAME AND TITLE: Sima Azar, President

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Exhibit "B"

ATTACHMENT D: STANDARD FORM 330

SALTZ MICHELSON ARCHITECTS

ARCHITECT–ENGINEER QUALIFICATIONS	1. SOLICITATION NUMBER: LOI NO: 20-B-135

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. DUNS NUMBER
Johnson Structural Group, Inc.			1998	
2B. STREET: 160 W. Camino Real; Suite 1000			5. OWNERSHIP	
2C. CITY: Boca Raton	2D. STATE: FL	2E. ZIP CODE: 33432	A. TYPE: Corporation	
6A. POINT OF CONTACT NAME AND TITLE: Mark Johnson, PE - President			B. SMALL BUSINESS STATUS: SBE	
6B. TELEPHONE NUMBER: 561.982.8999 x 11	6C. E-MAIL ADDRESS: mark@johnsonstructural.com		7. NAME OF FIRM (If block 2a is a branch office)	
8A. FORMER FIRM NAME(S) (If any)			8B. YR. ESTABLISHED	8C. DUNS NUMBER
n/a			n/a	n/a

9. EMPLOYEES BY DISCIPLINE

A. FUNCTION CODE	B. DISCIPLINE	C. NO. OF EMPLOYEES (1) FIRM	C. NO. OF EMPLOYEES (2) BRANCH
57	Structural Engineer	4	
08	CAD Technician	1	
02	Administrative	1	
	Total	6	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

A. PROFILE CODE	B. EXPERIENCE	C. REVENUE INDEX NUMBER (see below)
S09	Design of Commercial Structures	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	0
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000.
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

A. SIGNATURE: *Mark Johnson, PE*

B. DATE: 2/19/2024

C. NAME AND TI TLE: Mark Johnson, PE - President

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ATTACHMENT D: STANDARD FORM 330

SALTZ MICHELSON ARCHITECTS

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 **Federal Engineering & Testing, Inc.**			3. YEAR ESTABLISHED **1989**	4. DUNS NUMBER **017401132**
2b. STREET **3370 NE 5th Avenue**			5. OWNERSHIP	
2c. CITY **Oakland Park**	2d. STATE **FL**	2e. ZIP CODE **33334**	a. TYPE **Corporation**	
6a. POINT OF CONTACT NAME AND TITLE **Sven Jetzkewitz**			b. SMALL BUSINESS STATUS **CBE**	
6b. TELEPHONE NUMBER **(954) 784-2941**	6c. E-MAIL ADDRESS **Sven@fed-eng.com**		7. NAME OF FIRM *(If block 2a is a branch office)*	
8a. FORMER FIRM NAME(S) *(If any)*			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
02	Administrative	6			Codes; Standards, Ordinances	
10	Chemical Engineers				Construction Management	
12	Civil Engineers				Cost Estimating	
15	Construction Inspector	3			Educational Facilities	
21	Electrical Engineers				Environmental Impact Studies, Assessments or Statements	1
39	Landscape Architects				Highways; Streets; Airfield Paving; Parking Lots	2
47	Planners: Urban/Regional				Hospital & Medical Facilities	1
52	Sanitary Engineers				Irrigation; Drainage	
	Permitting Specialists				Landscape Architecture	
38	Surveyors				Office Building; Industrial Parks	2
60	Transportation Engineers				Planning (Community, Regional Areawide & State)	
08	Computer CADD Technicians				Planning (Site, Installation, and Project)	
38	Field Surveyors	4			Sewage Collection, Treatment and Disposal	2
29	GIS/Data Technology Specialists				Surveying: Platting; Mapping; Flood Plain Studies	
	Code Enforcement Specialist				Storm Water Handling & Facilities	2
24	Environmental Specialists	2			Traffic & Transportation Engineering	3
24	Environmental Field Crew				Urban Renewals; Community Development	1
39	Landscape Designers / Inspectors				Water Supply; Treatment and Distribution	
07	Biologist(s) / Indoor Air Quality				Zoning; Land Use Studies	
	Other Employees	7				
Total		22				

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MANDATORY USE DATE OF FORM 6/2004

STANDARD FORM 330 (1/2004)

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11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*	
a. Federal Work	3
b. Non-Federal Work	5
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	2/22/24
c. NAME AND TITLE Jodie weber CEO	

AUTHORIZED FOR LOCAL REPRODUCTION
MANDATORY USE DATE OF FORM 6/2004

STANDARD FORM 330 (1/2004)

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GLOBAL THINKING, LOCALLY MINDED.

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Exhibit "B"

CITY OF
PEMBROKE
PINES

ADDITIONAL INFORMATION
(GENERAL ARCHITECTURAL SERVICES)

CCNA CONTINUING SERVICES FOR
CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING

February 27, 2024

SALTZ MICHELSON ARCHITECTS

Charles A. Michelson, AIA, ACHA, LEED AP, President
Saltz Michelson Architects, Inc.
3501 Griffin Road, Fort Lauderdale, FL 33312
T: (954) 266-2700
E: sma@saltzmichelson.com
AR0009976

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SALTZ MICHELSON ARCHITECTS

February 27, 2024

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

RE: CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING, RFQ #PSPW-23-20

Dear Danny and Members of the Selection Committee:

On behalf of our firm, **Saltz Michelson Architects (SMA)**, we are pleased to submit our qualifications for your continuing services contract. Leveraging our current and prior collaboration with the City of Pembroke Pines, alongside our extensive tenure of over forty years operating within the municipality, we understand your unique requirements. With local insights, strong partnerships, and the expertise to meet the demands of any project, we are well-equipped to meet the City's needs.

Local presence and community focus. SMA is a mid-size firm with large firm capabilities and celebrates 48 years of architectural practice in Broward County. We have local knowledge, strong relationships, and the ability and capacity to respond to the needs of this contract.

Term contracts — our area of expertise. We are large enough and have diverse experience to respond to any type of project under a term contract. Our extensive list of open-ended contracts include Broward County (30 years), Broward College (27 years), Memorial Healthcare System (29 consecutive years), and numerous other government and other public agencies. Whether it's planned capital improvements, modernization initiatives, design criteria development, or addressing issues such as reroofs, ADA upgrades, leak troubleshooting, storm remediation, and repairs, SMA is equipped to provide prompt and efficient responses. With a team of ten registered architects locally available, we possess the necessary staffing and over 200 years of combined architectural expertise, ensuring the success of your projects.

A South Florida firm with specific, relevant experience, and reliability, **SMA is the "right size" firm to provide you with prompt service and principal involvement.** Our extensive team of experts stands ready to support the City of Pembroke Pines with seasoned, proven professionals, ensuring the successful completion of your projects. We respectfully offer our qualifications and look forward to the opportunity of personally presenting our team's credentials to you. Thank you for your consideration.

Very truly yours,
Saltz Michelson Architects, Inc.

Charles A. Michelson, AIA, ACHA, LEED AP
President

FT LAUDERDALE
3501 Griffin Rd
Fort Lauderdale, FL 33312
954.266.2700

MIAMI
8400 NW 36th St, Suite 450
Doral, FL 33166
305.764.3138

sma@saltzmichelson.com
saltzmichelson.com
AR0009976

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A. FIRM OVERVIEW

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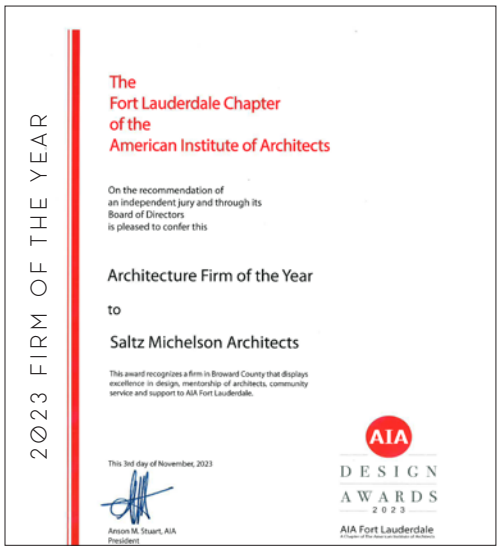
OUR FIRM

Founded in 1976, SALTZ MICHELSON ARCHITECTS, INC. is an architectural firm providing a full range of architectural and planning services. Our commitment to quality design, professionalism, and strong project management allow us to play a key role in the development of public and private projects throughout Florida. A prominent local firm with large firm capabilities. For large, small and projects in-between, our proven best practices and proactive interaction with all involved parties delivers results that impress on every level.



LOCATIONS

CORPORATE
(Office to Service this Contract)
3501 Griffin Road
Fort Lauderdale, FL 33312
T: (954) 266-2700

BRANCH
8400 NW 36th Street, #450
Doral, FL 33166
T: (305) 764-3138

PRIMARY CONTACT

Charles A. Michelson, AIA, ACHA, LEED AP, President
Saltz Michelson Architects, Inc.
3501 Griffin Road, Fort Lauderdale, FL 33312
T: (954) 266-2700 | F: (954) 266-2701
E: Project@SaltzMichelson.com

HISTORY

04/08/1976	The firm was established as Mark L. Saltz, AIA, Architect, a proprietorship in Hollywood.
07/17/1980	The firm was incorporated in the State of Florida as Mark L. Saltz Architects, Inc.
01/01/1990	Charles A. Michelson became a principal in the firm.
01/01/1996	The firm was renamed Saltz Michelson Architects, Inc. dba Saltz Michelson Architects.
2001	James M. Hartley Architects, a 45 year old firm, merged with Saltz Michelson Architects.
2011	Saltz Michelson Architects opens Miami office location.
2017	Charles Michelson becomes President of Saltz Michelson Architects.

OWNERSHIP

Charles A. Michelson, AIA, LEED AP, President
Mark L. Saltz, AIA, LEED AP, Chairman
Natalia Castro, Secretary
Moe Azar, Senior Project Manager | Shareholder
Mary Farlander, Senior Project Manager | Shareholder
Sheff Devier, Senior Project Manager | Shareholder

Mark Saltz
AIA, LEED AP

Charles Michelson
AIA, ACHA, LEED AP

SALTZ MICHELSON ARCHITECTS

FIRM ORGANIZATION

KEY PERSONNEL TO BE INVOLVED

All key personnel to be involved work from our corporate office at 3501 Griffin Road, Fort lauderdale, FL 33312. However, all SMA staff is available to service the City of Pembroke Pines.

Charles A. Michelson
AIA, ACHA, LEED AP
President

Natalia Castro
COO

MARKETING

Shawna Simcic
Business Development Manager

Sandra MacDonald
Marketing Manager

ACCOUNTING

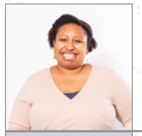
Martin Diaz
Controller

Amauris Cabrera
Project Accountant

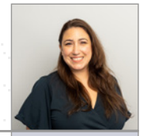
Patricia Berezdivin
Accounting Assistant

OPERATIONS

Natalia Castro
COO



Jessica Weatherspoon
Executive Assistant

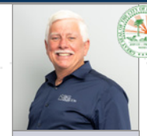


Silvana Varela
Executive Assistant

Rossana Varela
Administrative Assistant

ARCHITECTURAL STAFF

Moe Azar
Principal



Robert J. Halula
AIA, LEED AP
Principal

Charles A. Michelson
AIA, ACHA, LEED AP
Principal

Sheff L. Devier, AIA
Quality Control Manager, Senior Project Manager

Scott B. Willis
RA, LEED AP
Quality Control

Elias Ramos
Project Manager

Ian Neuberger
Senior Project Manager

Frida Dunayer
Project Manager

Maday Gutierrez, RA
Project Manager

Mary Farlander, RA
Senior Project Manager

Zack Hamid
Project Manager

Monica Capelluto
AIA, LEED AP
Senior Project Manager

Yi-Wei Chiou, RA
Assistant Project Manager

Geraldine Medina
Assistant Project Manager

Elvez Jervez
Assistant Project Manager

Alejandro Calzadilla
Project Specialist

Moises Homs
Project Specialist

Juan Pablo Garcia
BIM Manager / Project Specialist

Lindsley Etienne
Project Specialist

Stacy Fortin
Project Specialist

Erin Quigley
Project Specialist

Barun Gul
Project Specialist

Guillermo Saez
Project Specialist

Jennyfer Hernandez
Project Specialist

DISCIPLINES

Registered Architects (5 LEED)	10
Other Project Manager	1
Interior Designer	1
Assistant Project Managers	2
BIM Manager	1
CADD/Project Specialists	10
Contract Manager	1
Other Professionals	7
Total Employees	33

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B. LICENSES & CERTIFICATIONS

OCCUPATIONAL LICENSES

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: SALTZ MARK L

Receipt #: 316-251
Business Type: ARCHITECT (ARCHITECT CORP)

Owner Name: SALTZ MICHELSON ARCHITECTS INC
Business Location: 3501 GRIFFIN RD
FT LAUDERDALE
Business Phone: 954-989-3186

Business Opened: 09/23/1980
State/County/Cert/Reg: AAC0006840
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 30.00
Packing/Processing/Canning Employees 0.00

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:
SALTZ MICHELSON ARCHITECTS INC
3501 GRIFFIN RD
FORT LAUDERDALE, FL 33312

Receipt #52A-22-00002850
Paid 07/28/2023 30.00

2023 - 2024

CITY OF DANIA BEACH
Business Tax Receipt

VALID THROUGH **9/30/2024**

SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN RD
FORT LAUDERDALE, FL 33312

Business Name: SALTZ MICHELSON ARCHITECTS
Location Address: 3501 GRIFFIN RD
Number/Class: 858 / Professional

Issue Date: 08/22/2023
Expiration Date: 9/30/2024

Charge Detail:

Quantity	Charge Description	Amount Paid
1	Architects	$236.25
320	Fire Prevention Annual Fee	$320.00
1	Waste Registration Fee	$15.00
	Total:	**$0.00**

Comments:
Restrictions:

SUBJECT AND ISSUED ACCORDING TO BUSINESS TAX RECEIPT ORDINANCE CHAPTER 15.

This Business Tax Receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This Business Tax Receipt does not endorse, approve, or disapprove the holder's skill or competence or of the holder's compliance or non-compliance with other laws, regulations or standards.

MUST BE POSTED CONSPICUOUSLY AT BUSINESS LOCATION

"Broward's First City"
100 West Dania Beach Boulevard * Dania Beach, Florida 33004 * Phone: 954-924-6800 ext. 3672

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

FLORIDA CORPORATE CHARTER

State of Florida
Department of State

I certify from the records of this office that SALTZ MICHELSON ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on November 7, 1996.

The document number of this corporation is P96000091528.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2024

Secretary of State

Tracking Number: 0725610245CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PROOF OF INSURANCE

Client#: 1048451 SALTZMIC1

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 06/14/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : National Union Fire Ins Co of Pitts, PA	19445
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : National Casualty Company	11991
INSURER E :	
INSURER F :	

INSURED
Saltz Michelson Architects, Inc.
3501 Griffin Road
Fort Lauderdale, FL 33312

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY	X	X	6601D208313	05/08/2023	05/08/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	6601D208313	05/08/2023	05/08/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	EBU031374612	05/08/2023	05/08/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	UB0K953533	04/01/2023	04/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			JEO0001977	06/14/2023	06/14/2024	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER
For Proposal Purposes

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 #S40385131/M40385126

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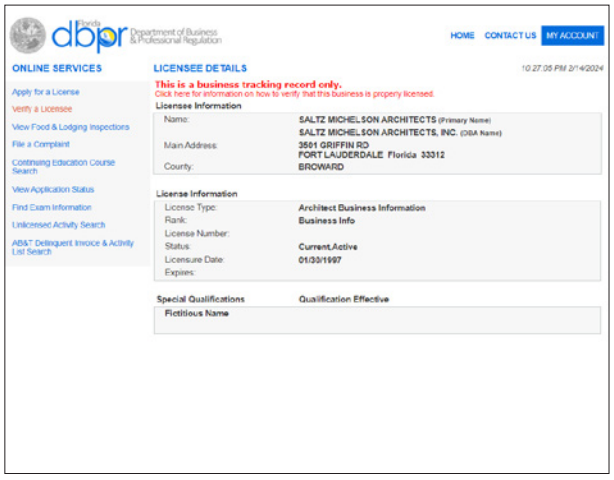
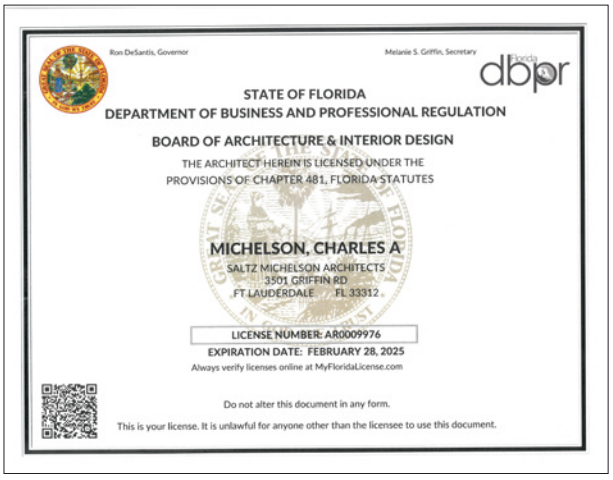
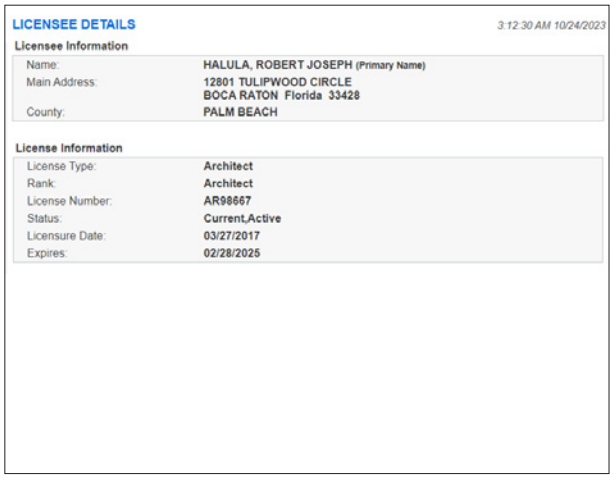
MRLEW

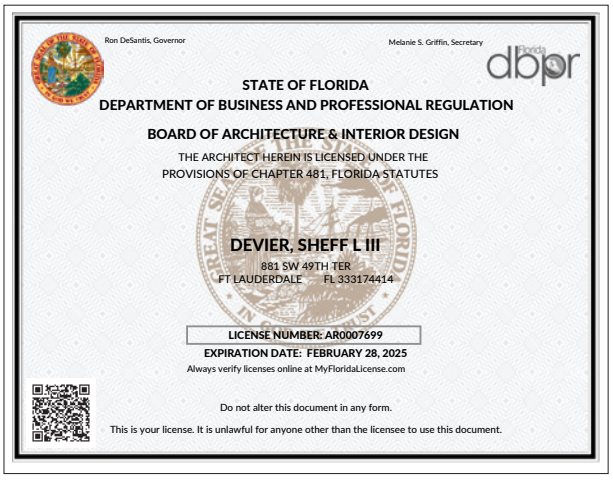
PROFESSIONAL LICENSES

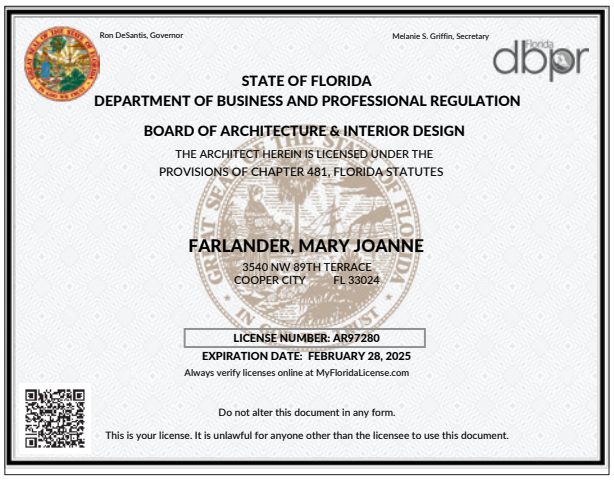
SALTZ MICHELSON ARCHITECTS

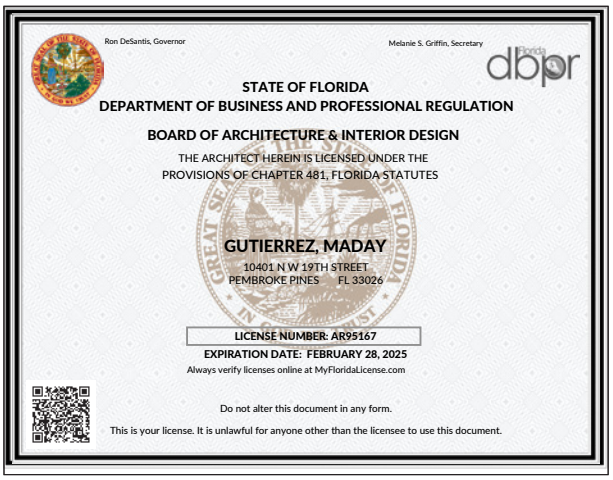






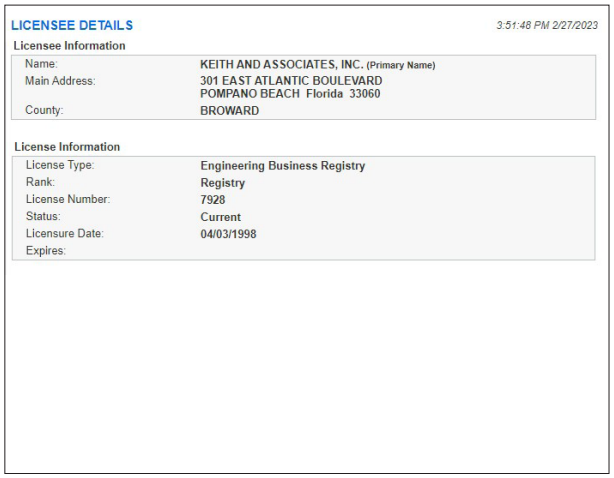






PROFESSIONAL LICENSES

KEITH & ASSOCIATES



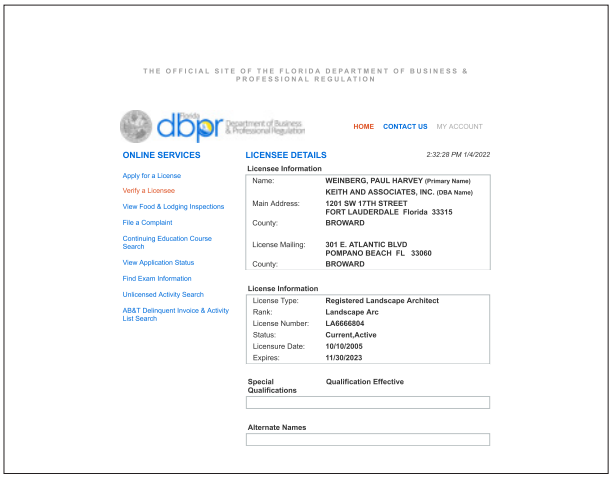
LICENSEE DETAILS 3:51:48 PM 2/27/2023

Licensee Information

Name:	KEITH AND ASSOCIATES, INC. (Primary Name)
Main Address:	301 EAST ATLANTIC BOULEVARD POMPANO BEACH Florida 33060
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	7928
Status:	Current
Licensure Date:	04/03/1998
Expires:	



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LICENSEE DETAILS 2:32:28 PM 1/4/2022

Licensee Information

Name:	WEINBERG, PAUL HARVEY (Primary Name) KEITH AND ASSOCIATES, INC. (DBA Name)
Main Address:	1201 SW 17TH STREET FORT LAUDERDALE Florida 33315
County:	BROWARD
License Mailing:	301 E. ATLANTIC BLVD POMPANO BEACH FL 33060
County:	BROWARD

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA6666804
Status:	Current,Active
Licensure Date:	10/10/2005
Expires:	11/30/2023

Special Qualifications: Qualification Effective

Alternate Names

KEITH AND ASSOCIATES INC
301 EAST ATLANTIC BLVD, POMPANO BEACH, FL 33060-6643
Phone 954-788-3400

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor Business	LB6660	03/27/98	02/28/25	Active
Surveyor of Record	LS4105	06/28/84	02/28/23	Active

SAMUEL THOMAS HALL
34802 VALLEY HILL LN, EUSTIS, FL 32736-5206

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6644	02/15/08	02/28/25	Active

ASI AMERICAN STORMWATER INSTITUTE, LLC

THIS CERTIFIES THAT

Jonathan Weymouth

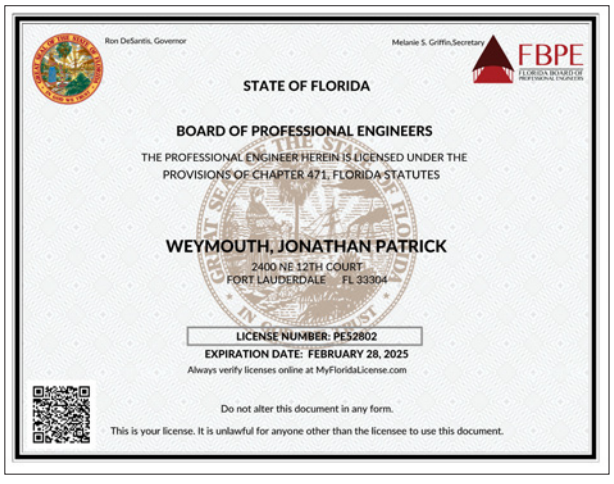
HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS AND IS HEREBY RECOGNIZED AS A:

QUALIFIED FLORIDA CONSTRUCTION STORMWATER INSPECTOR

The person identified above has been awarded 1.5 CEUs

J. Fred Heitman, Lead Instructor

Wed 21st Oct 2020



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Melanie S. Griffin, Secretary
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STATE OF FLORIDA

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THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WEYMOUTH, JONATHAN PATRICK
2400 NE 12TH COURT
FORT LAUDERDALE FL 33304

LICENSE NUMBER: PE52802
EXPIRATION DATE: FEBRUARY 28, 2025
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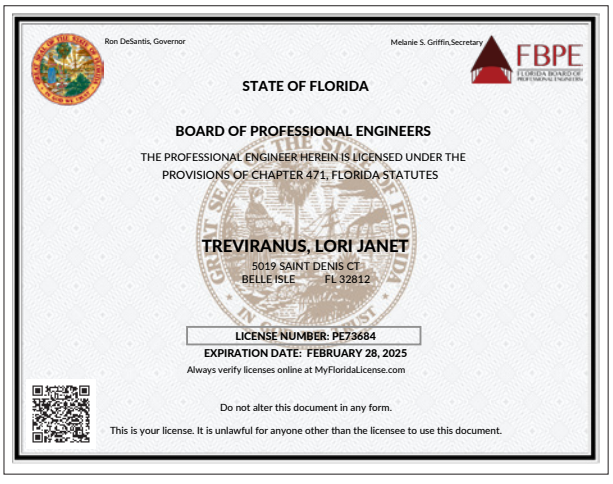

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TREVIRANUS, LORI JANET
5019 SAINT DENIS CT
BELLE ISLE FL 32812

LICENSE NUMBER: PE73684
EXPIRATION DATE: FEBRUARY 28, 2025
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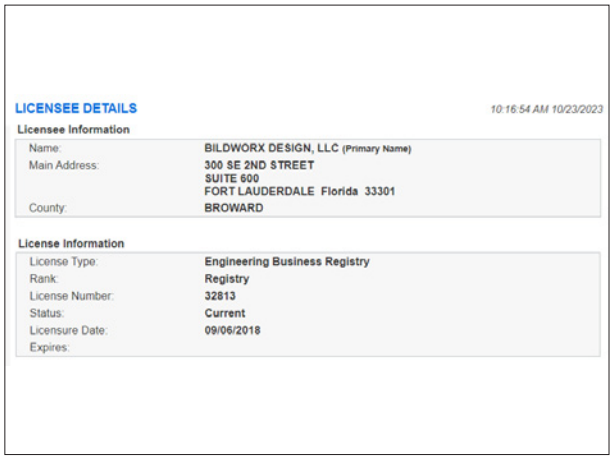
PROFESSIONAL LICENSES

BILDWORX DESIGN



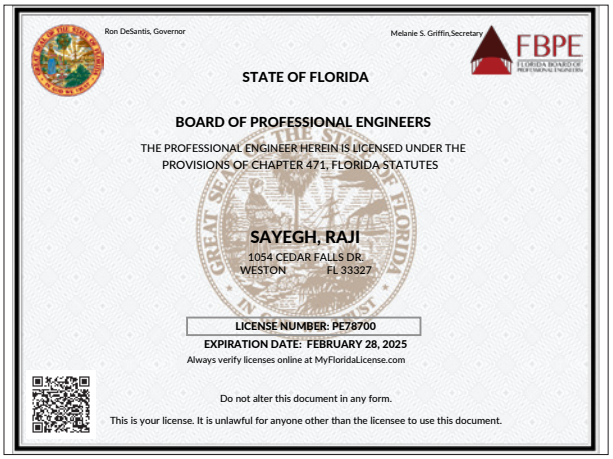
LICENSEE DETAILS 10:16:54 AM 10/23/2023

Licensee Information

Name:	BILDWORX DESIGN, LLC (Primary Name)
Main Address:	300 SE 2ND STREET SUITE 600 FORT LAUDERDALE Florida 33301
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	32813
Status:	Current
Licensure Date:	09/06/2018
Expires:	



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SAYEGH, RAJI
1054 CEDAR FALLS DR.
WESTON FL 33327

LICENSE NUMBER: PE78700
EXPIRATION DATE: FEBRUARY 28, 2025
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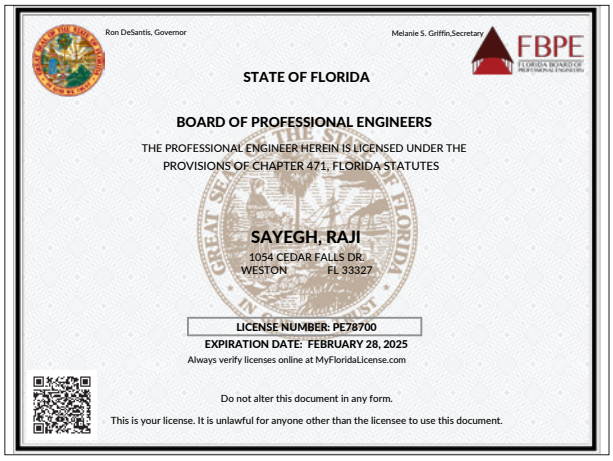

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SAYEGH, RAJI
1054 CEDAR FALLS DR.
WESTON FL 33327

LICENSE NUMBER: PE78700
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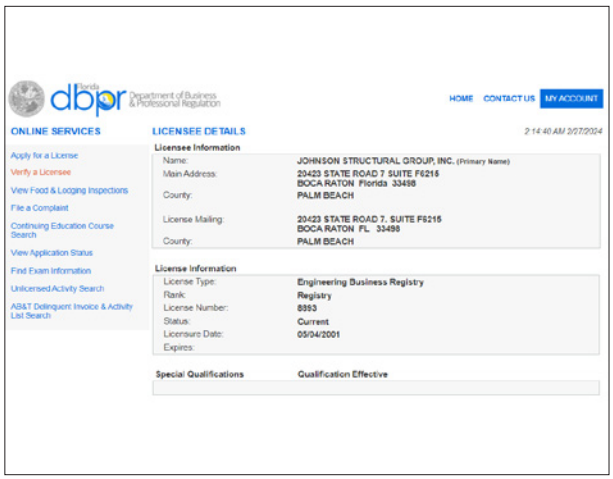
JOHNSON STRUCTURAL GROUP



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LICENSEE DETAILS 2:14:40 AM 2/7/2024

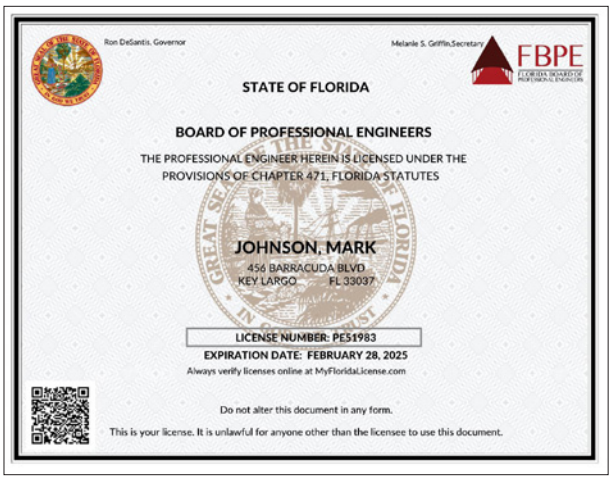
Licensee Information

Name:	JOHNSON STRUCTURAL GROUP, INC. (Primary Name)
Main Address:	20423 STATE ROAD 7 SUITE F6216 BOCA RATON Florida 33498
County:	PALM BEACH
License Mailing:	20423 STATE ROAD 7, SUITE F6216 BOCA RATON FL 33498
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8893
Status:	Current
Licensure Date:	05/04/2001
Expires:	

Special Qualifications Qualification Effective



Ron DeSantis, Governor
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JOHNSON, MARK
456 BARRACUDA BLVD
KEY LARGO FL 33037

LICENSE NUMBER: PE51983
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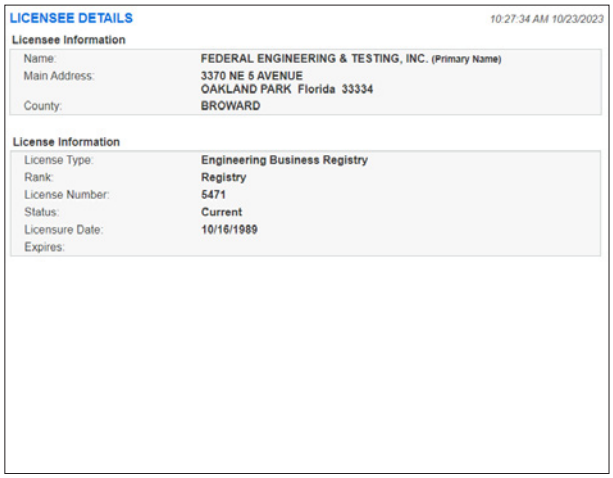
PROFESSIONAL LICENSES

FEDERAL ENGINEERING & TESTING



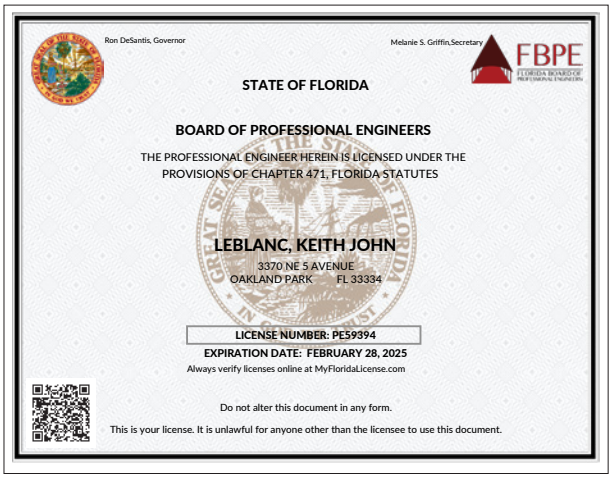
LICENSEE DETAILS — 10:27:34 AM 10/23/2023

Licensee Information

Name:	FEDERAL ENGINEERING & TESTING, INC. (Primary Name)
Main Address:	3370 NE 5 AVENUE OAKLAND PARK Florida 33334
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5471
Status:	Current
Licensure Date:	10/16/1989
Expires:	



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STATE OF FLORIDA

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LEBLANC, KEITH JOHN
3370 NE 5 AVENUE
OAKLAND PARK FL 33334

LICENSE NUMBER: PE59394
EXPIRATION DATE: FEBRUARY 28, 2025
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CTS ENGINEERING

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LICENSEE DETAILS — 11:42:56 AM 7/26/2023

Licensee Information

Name:	CTS ENGINEERING, INC. (Primary Name)
Main Address:	3230 W COMMERCIAL BLVD SUITE 220 FORT LAUDERDALE Florida 33309
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	28935
Status:	Current
Licensure Date:	12/28/2009
Expires:	

Special Qualifications	Qualification Effective

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

C. ADDITIONAL EXPERIENCE

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

SAMPLING OF OUR EXPERIENCE

Weston Emergency Operations Center

Boulevard Heights Community Center

Ravenswood Bus Charging Infrastructure

Sunrise Athletic Center

Sunrise City Park

Weston Fire Station 21

EOCs

- Weston EOC
- Palm Beach County Four Points Building & EOC Support Facility/West Palm Beach
- Public Works Building Electrical Engineering/Coconut Creek
- EOC Computer Room Relocation at Broward County EOC
- Broward County Emergency Management Building/Plantation

TRANSIT CENTERS

- Hallandale Beach EV Bus Charging Facility
- Broward County Copans Transit Electric Bus Charging Infrastructure/Pompano Beach
- Broward County Fleet EV Charging Stations/Fort Lauderdale & Plantation
- Broward County Transit Center/Lauderhill
- Broward County Transit Support Center/ Pompano Beach
- Broward County North Mass Transit Bus Lift/Pompano Beach
- Downtown Bus Terminal Lighting Condition/Fort Lauderdale
- Ravenswood Transit Facility Enhancement & Retrofit/Dania Beach

FIRE STATIONS

- Hollywood Fire Station 45
- Weston Fire Station 21
- Margate Fire Station 58
- Fort Lauderdale Temp. Fire Station 13
- Tamarac Fire Station 36
- Pompano Beach Fire Station 114
- Tamarac Fire Stations 48 & 71 Renovations

LAW ENFORCEMENT

- BSO Training Facility
- City of Lauderhill Police Firing Range
- PBSO Training Facility Renovations/West Palm Beach
- City of Pembroke Park Police Dept.

PARKS

- Tradewinds Park North, Coconut Creek
- City Park/Sunrise
- Hollywood West Sports Park
- Montella Park/Hollywood
- Westgate Neighborhood Park Design Criteria/Lauderdale Lakes
- Northgate Park Design Criteria/ Lauderdale Lakes
- West Ken Lark Park Criteria/Lauderhill
- Wolk Park Design Criteria/Lauderhill
- Cypress Hammock Park/Coral Springs
- West Pembroke Pines Soccer Park

COMMUNITY CENTERS

- Lakeland Community Center
- IT Parker Community Center/Dania Beach
- Lakeshore Community Center/Belle Glade
- Sunrise Athletic Complex
- Boulevard Heights Community Center/ Hollywood
- Miramar Youth Enrichment Center
- City of Key West Community Services & Utilities Facility
- YMCA Pembroke Shores Addition & Renovation/Pembroke Pines
- Village of Wellington Aquatic Center
- YMCA Hollywood Renovations
- YMCA Hollywood Aquatic Center
- Dave Pine Island Aquatic Center
- West Pines Soccer Park Community Building/Pembroke Pines
- Hollywood Police Athletic League
- Lauderdale Lakes Community Center at Vincent Torres Memorial Park

SOCIAL SERVICES

- Broward Addiction Recovery Center (BARC)/Fort Lauderdale
- Nancy J. Cotterman Treatment Center/ Oakland Park
- Miami-Dade County Empowerment Center/Miami

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SUSTAINABLE PROJECT EXPERIENCE

Joe DiMaggio Children's Hospital LEED AP, Hollywood (LEED Gold)

City of Hollywood, Fire Station No. 45 (LEED Gold)

Quantum Marine Headquarters, Hollywood (LEED Certified)

Broward Addiction Recovery Center, Fort Lauderdale (LEED Gold)

Energy conservation and sustainability are critical elements of the designs we produce. We provide design solutions that improve the comfort and health of occupants within the built environment, while sustaining and enhancing our natural one. SMA has applied these sustainable design standards to our projects for many years. We are a member of USGBC, and **five of us are LEED accredited professionals.**

At the early stages of every project, our design team meets to develop a list of energy conservation measures for evaluation, whereas each measure is then entered into a building energy model. Life-cycle cost or simple energy payback calculations are then prepared as required by the Owner to make an informed decision on each measure, whether or not to include it in the project. Throughout the design process, changes to the building envelope and floor plans are continually updated in the model, which allows us to check impact on energy consumption and life-cycle cost to the project's various energy measures. Our sustainable design has proven to significantly reduce our clients' operating and maintenance costs, freeing up considerable resources to help fund the critical activities for which these facilities were created.

In 2008, **Charles Michelson was invited to participate in the Memorial Healthcare System Go Green Initiative**, where they identified and transitioned into more environmentally responsible practices.

LEED CERTIFIED PROJECTS

- Joe DiMaggio Children's Hospital, Hollywood **(Gold)**
- Broward County Transit Center, Lauderhill **(Gold Transit)**
- Hollywood Fire Station 45 **(Gold)**
- Broward Addiction Recovery Center, Ftl **(Gold)**
- Quantum Marine Headquarters, Hollywood **(Certified)**
- Citibank London Square, Kendall **(LEED-CI)**
- Citibank Brickell Avenue, Miami **(LEED-CI)**
- Sports Authority, Hollywood **(LEED-CI)**

GREEN GLOBES CERTIFICATION

- Pompano Beach Fire Station No. 114
- Broward College Building 47 Renovations

CURRENT PURSUITS

- Miami-Dade County Empowerment Center, Miami **(Anticipated Silver)**
- Nancy J. Cotterman Center (NJCC), Oakland Park **(Anticipated Gold)**
- BSO Training Center & Garage, Ftl **(Anticipated Silver)**

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LAUDERHILL TRANSIT CENTER

LAUDERHILL, FLORIDA

Seated on a 1.5 acre parcel, this new transit center is comprised of three buildings - Broward County Transit services, a security office, and a public restroom building - and is the County's first net positive structure. The complex serves over 8,000 transit passengers daily and provides ten (10) bus bays to accommodate 40-foot and 42-foot fixed buses and 60-foot articulated buses.

To enhance the experience of entering the property, the implementation of the Art in Public Places program provides interesting sculptures along the street frontage.

CLIENT

Broward County
115 S. Andrews Avenue, Room A550
Fort Lauderdale, FL 33301
Jeff Thompson, Assistant Director
T: (954) 357-8460
E: jthompson@broward.org

SCOPE

Full A/E Services, LEED AP

COST

$11,600,000

COMPLETED

06/2021

FEATURES

- Broward County facility
- Transit center
- Net positive (1st in Broward)
- LEED v4 BD+C Transit
- Photovoltaic design
- 10+ bus bays
- Drivers' lounge
- Breakroom
- Employee restrooms/locker areas
- Public Restrooms

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BSO TRAINING CENTER & PARKING GARAGE

FORT LAUDERDALE, FLORIDA

Design and construction of an 88,000 SF, seven-story training center and five-story parking garage. The training center has training rooms, classrooms, gun ranges, a 250-seat auditorium, fitness center, administrative offices. In addition, the facility houses a memorial for the 2018 victims of the Marjory Stoneman Douglas High School attack. The facilities also have labs and classrooms for Broward Sheriff Fire Rescue, complete with a repel tower, and is open to all other law enforcement agencies throughout Broward County.

CLIENT

Broward Sheriff's Office (BSO)
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
Andrew Baker, Director Planning, Development and Facilities
T: (954) 831-8226
E: andrew_baker@sheriff.org

SIZE

Training Center: 88,000 SF
Parking Garage: 5 Stories

COST

$53,700,000

CONTRACT TERM

10/2021 - 11/2023

FEATURES

- BSO facility
- HVHZ requirements
- Secure entry/access
- New construction
- Fitness center
- Classrooms
- Administrative offices
- Auditorium
- Multipurpose Rooms
- Support Spaces
- Green Design Elements
- 5-story parking garage

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

Main Library Exterior Refurbishment

Government Center West

Main Library Learning Lab

Electric Bus Charging Infrastructure

BROWARD COUNTY CONTINUING CONTRACT

BROWARD COUNTY, FLORIDA

Under the firm's continuing contract with Broward County for over 30 years, SMA has been involved with multiple projects with varying scopes, sizes and costs. Some of these projects included the Office Renovations, Main Library Learning Lab, North Board of Health Parking Lot expansion, a Transit Support Building, offices for the IT Department, and various Reports and Studies, among many others. Projects within the past five years include:

- Broward County Fleet EV Charging Stations
- Fourth Floor Renovation at Government Center West
- Bus Charging Infrastructure
- Judges Bench
- First Floor Renovation at Government Center East
- Judicial Complex
- Northwest Family Success Center

CLIENT

Broward County
115 S. Andrews Avenue, Room A550
Fort Lauderdale, FL 33301
Jeff Thompson, Assistant Director
T: (954) 357-8460
E: jthompson@broward.org

SCOPE

Full A/E Services

COSTS

Various

CONTRACT TERM

1993 -1997 / 2001 - 2004 / 2006 - 2009 / 2011-2016 / 2016 - Present

FEATURES

- Government facilities
- Continuing contract
- Contract longevity
- Renovations
- New construction
- Reports & studies
- Offices
- Site work
- Category 5 hurricane

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Memorial Urgent Care, Hollywood

Pediatric Specialty Center, Joe DiMaggio Children's Hospital

OPEN-ENDED AGREEMENT

Memorial Regional Hardening

Rehab & Sports Medicine, Fort Lauderdale

MEMORIAL HEALTHCARE CONTINUING CONTRACT
BROWARD COUNTY, FLORIDA

Under this 29 year open-ended contract, we have been the architects for numerous projects within its six hospitals and other medical facilities. Projects have included hurricane hardening, hospital LEED Gold certification, offices, cancer centers, urgent care centers, women's centers, rehabilitation facilities, parking garages, medical office buildings, surgery centers, facade renovations, doctors' offices, and many more. Recent projects include:

- Administrative Offices
- Urgent Care Centers
- Cancer Centers
- Rehabilitation Facilities
- Sports Rehab
- HVAC Upgrades
- Interior Design
- Hurricane Hardening
- Well Water Emergency Systems
- Cooling Tower Additions
- Risk Assessments

CLIENT
Memorial Healthcare System
3501 Johnson Street
Hollywood, FL 33021
Mark Greenspan, Director of
Construction and Design Services
T: (954) 265-8674
E : mgreenspan@mhs.net

SCOPE
Full A/E Services

COST
Various

COMPLETED
Ongoing (1995 - Present)

FEATURES
- Medical facilities
- Continuing contract
- Pediatrics
- Sports medicine
- Operations & maintenance facilities
- Offices / administrative support
- Senior care
- Classrooms
- Hurricane hardening
- Rehabilitation centers
- Specialty centers

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Student Services

Will & Jo Holcombe Center

Broward College/FAU Plaza

Building 33 Renovations

BROWARD COLLEGE CONTINUING CONTRACT

BROWARD COUNTY, FLORIDA

Successful completion of multiple college remodeling projects under the firm's continuing contract with Broward College (recently renewed) on all four of their campuses. Projects have included:

- Library Waterproofing
- Downtown Facade Renovation
- Will & Jo Holcombe Institute for Higher Learning
- Building 8 Dental Lab
- Nursing Lab and Clinical Practice
- Broward College/FAU Plaza
- Student Affairs Center
- Student Services
- Maroone Automotive Training Facility
- Aviation Building 99
- Tarmac Design for 727
- ADA Restrooms
- Accounting Offices Renovations

CLIENT

Broward College
3501 SW Davie Road, Building 23
Davie, FL 33314
Ana Ovalles, Associate Vice President
T: (954) 201-6512
E: aovalles@broward.edu

SCOPE

Full A/E Services

COST

Various

CONTRACT TERM

1995 – 2010, 2012 - Present

FEATURES

- Public facilities
- Continuing contract
- Contract longevity
- Public outdoor spaces
- Renovations
- New construction
- Design criteria
- Offices
- Classrooms
- Support spaces
- Site work
- Waterproofing

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CITY OF SUNRISE, ATHLETIC COMPLEX & PARK

SUNRISE, FLORIDA

Full A/E design services & construction administration for the addition to and renovation of a 1,156,848 SF park, adding a new 15,000 SF athletic building, playground, food/market plaza, multi-sport fields, concession stand, and five new covered outdoor basketball fields. The scope includes a new 15,000 SF multi-purpose athletic building; five new basketball courts, renovation of playing fields, renovation/expansion of the existing south parking area to replace basketball courts, replacement of existing playground equipment / surface including new shade structure, renovation of adjacent 4,300 SF meeting hall with restrooms, renovation of 1,350 SF park storage building, resurface and re-equip three tennis courts and two racquetball courts and renovation of its 1,500 SF restroom/storage building, new 1,800 SF concession stand/scorer building, renovation of two scorer towers, renovation of a 1,800 SF restroom/storage building, and new field/path lighting and security.

CLIENT

City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
Chris Ulrich, Project Manager
T: (954) 888-6060
E: culrich@sunrisefl.gov

SCOPE

Full A/E Services

COST

$14,800,000

COMPLETED

05/2023

FEATURES

- Government agency
- Continuing contract
- Community center
- Multipurpose athletic building
- Administrative offices
- Restrooms/locker rooms
- Concession stand
- Meeting hall with restrooms
- Intramural sports
- Restroom/storage building

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

BROWARD COUNTY NANCY J. COTTERMAN CENTER

FORT LAUDERDALE, FLORIDA

Full A/E design services & construction administration. The Nancy J. Cotterman Center (NJCC) is a two-story office building of approximately 28,000 square feet providing counseling services for Broward County residents. The site is ± 2.1 acres and includes parking on the east, north and west sides of the building. The project also includes an air conditioning chiller enclosure and a standby generator on the west side and solar collectors on the first floor roof.

This building has an interior courtyard that displays public art. Exterior finishes include painted stucco and two types of porcelain tile on the walls. Windows are clear aluminum storefront framing with a blue-green colored glass and the pitched roofs are standing seam metal roofing. This facility will pursue LEED Gold Certification.

CLIENT

Broward Board of County Commissioners
115 South Andrews Ave., Room 501
Fort Lauderdale, FL 33301
Stephen Greco, Expansion Project Administrator
T: (954) 357-8533
E: sgreco@broward.org

SCOPE

Site Entitlements, Program Verifications, Full A/E design, CA, Warranty, & LEED AP

SIZE

28,000 SF

COST

$14,380,000

COMPLETED

10/2023

FEATURES

- Government Facility
- Demolition
- New Construction
- Community Building
- Offices
- Multipurpose Rooms
- Support Spaces
- Kitchen
- Green Design Elements
- Site work

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

WXEL-TV/PBS Reglazing, Boynton Beach

WXEL-TV/PBS Roof Replacement, Boynton Beach

Lantana Motorists Renovation

Lantana Motorists Renovation

FLORIDA DMS CONTINUING CONTRACT

LANTANA / BOYNTON BEACH, FLORIDA

WXEL-TV/PBS Reglazing & Roof Replacement, Boynton Beach, FL: Complete roof replacement, curtain wall (building envelope) replacement and emergency back-up A/C system for control rooms support. New glazing storefront and window systems along select areas were removed and reinstalled. The work was coordinated and completed in phases so the facility could remain in operation during construction.

Lantana Motorist Services Facility, Lantana, FL: Renovation of a 6,700 SF office building for the Florida Highway Safety and Motor Vehicles Department. Project includes new office and training room layout, ADA compliant bathrooms and transaction counter, new finishes throughout, new A/C unit and duct work throughout, new roof system and new exterior windows and doors.

CLIENT

State of Florida Department of Management Services
Elvie Rubio, Senior Projects Architect
T: (850) 487-0796
E: Elvie.Rubio@dms.myflorida.com

SCOPE

Full A/E Services

SIZE

WXEL: 33,000 SF
Lantana: 6,720 SF

COMPLETED

WXEL: 10/2015
Lantana: 02/2018

COSTS

WXEL: $1,500,000
Lantana: $650,000

RELEVANT FEATURES

- Government facilities
- Continuing contract
- Office renovations
- IT/Data relocation
- Reglazing & reroofing
- New ADA restrooms
- Phased construction

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

BROWARD ADDICTION RECOVERY CENTER (BARC)

FORT LAUDERDALE, FLORIDA

New trends in designing recovery centers show a greater respect for the patients and safety of the staff. As such, we approached the design of the County managed and run recovery center from a perspective of behavioral health design, focused on executing best practices and appropriate design solutions in a compassionate, safe setting. The architecture is contemporary and portrays modern care with a comfortable, safe working environment for the staff, while the use of stone and building massing provides a strong government signature.

The building's functionality and interior design concepts ultimately serve four areas: outpatient services, inpatient detox, counseling, and administration. Designed to achieve LEED Gold certification, an important building feature is the central courtyard, which provides natural light throughout the two-story, 51,419-square-foot building and includes benches, landscaping, a water feature, and sculptures designed by local artists.

CLIENT

Broward County
115 S. Andrews Avenue, Room A550
Fort Lauderdale, FL 33301
Stephen Greco, Expansion Project Administrator
T: (954) 357-8533
E : sgreco@broward.org

SCOPE

Site Entitlements, Program Verifications, Full A/E design, CA, Warranty, & LEED AP

SIZE

51,419 SF

COST

$18,800,000

COMPLETED

05/2018

FEATURES

- Government facility
- New construction
- LEED Gold certification
- Multipurpose rooms
- Food service
- Courtyard
- USGBC South Florida's GalaVerde 2020 Innovative Project of the Year: New Construction – Public Safety Award

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

BROWARD COUNTY MAIN JAIL GLAZING REMEDIATION
FORT LAUDERDALE, FLORIDA

Remediation of all existing exterior glazing systems and incidental restorations of the eight-story main jail in downtown Fort Lauderdale. Work includes restoration of all window components, including but not limited to insulation, fire-safing, isolation membranes, interior finishes, exterior insulation finishing system (EIFS), existing structural and building systems.

The work is compliant with current Florida Building Code (FBC), including High Velocity Hurricane Zone (HVHZ) wind loads, detention/correctional facilities requirements, BSO security requirements and protocols, Fort Lauderdale Planning and Zoning, and all other applicable codes/ standards.

CLIENT
Broward County
115 S. Andrews Avenue, Room A550
Fort Lauderdale, FL 33301
Todd Manning, Construction Project Management
T: (954) 357-6412
E: tomanning@broward.org

SCOPE
Full A/E Services

COST
$15,000,000 (Est.)

COMPLETED
Ongoing

FEATURES
- Glazing Remediation
- HVHZ Requirements
- Secure Entry/Access
- Essential Services Facility
- Remained in Operation
- Phased Construction

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

WESTON FIRE STATION NO. 21

WESTON, FLORIDA

A new 12,578 square foot, state-of-the-art fire station capable of withstanding a Category 5 hurricane. The facility includes a watch room, three apparatus bays, nine bunk rooms, offices, an exercise room, kitchen and dining area, bunker gear, day room, and support spaces as well as site development, on grade parking, concrete drive aprons, and site lighting.

As architects with the expertise in public safety design, our firm is often tasked with designing and programming fire stations that meet the operational needs of its end users and service the safety of the public. Planning and obtaining the end users' input early on (and often) is key to a successful design. Beyond the "look and feel" of the station, it must be programmed to protect the health and safety of its end users.

CLIENT
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
Bernarde Eugene, Capital Project Construction Manager
T: (954) 385-2600
E: beugene@westonfl.org

SCOPE
Full A/E Services

SIZE
12,578 SF

COST
$5,750,000

COMPLETED
06/2021

FEATURES
- Public facility
- Full kitchen
- Apparatus bays
- Decontamination room
- Fitness area
- Kitchen/dining
- Living area
- Laundry
- Dormitories
- Administrative offices
- Site work

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CITY OF POMPANO BEACH, FIRE STATION NO. 114

POMPANO BEACH, FLORIDA

A new two-story, 13,990 square fire station with three bays to accommodate 11 Firefighters, 1 city outreach staff member, and building support functions. This facility will be designed and constructed to meet Category V storms and be designated as "essential facilities".

As required by the City the Station was designed to achieve a minimum level of a City approved Sustainable green Development system, the overall design shall be design to meet and receive certification in accordance with the City of Pompano Beach's Sustainable Design criteria.

CLIENT
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Horacio Danovich, Project Manager
T: (954) 786-7834
E: Horacio.Danovich@copbfl.com

SIZE
13,990 SF

SCOPE
Full A/E Services

COST
$6,100,000

COMPLETED
01/2023

FEATURES
- Public safety facility
- Offices
- Kitchen / dining
- Day room
- Dormitories
- Watch & triage room
- Fitness room
- Apparatus bay
- Restrooms
- Decontamination room
- Laundry/utility room
- Green Globes certification

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

WESTON EMERGENCY OPERATIONS CENTER

WESTON, FLORIDA

Full A/E services including CA for a new 26,962 square foot, three-story Emergency Operations / Code Services / Information Technologies Services Building. Offices for Building Code, Zoning Code, Fire Code, Code Enforcement and Records Storage are on the first floor, EOC, kitchen facilities, IT Offices, and multi-purpose space on the second, and sleeping quarters and support spaces on the third. When project was complete, the contractor gave back $139,987.35 to the City.

CLIENT
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
Darrel L. Thomas
Assistant City Manager/CFO
T: (954) 389-4321
E: dthomas@westonfl.org

SCOPE
Full A/E Services

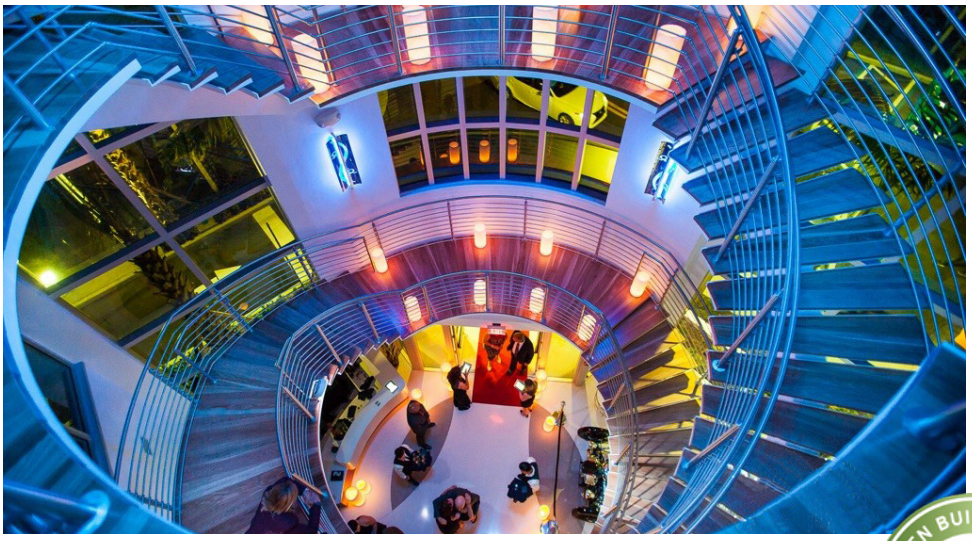
SIZE
26,962 SF

COST
$7,400,000

COMPLETED
09/2015

FEATURES
- Government facility
- Essential service facility
- New construction
- Space planning
- Administrative offices
- Kitchen/dining
- Dormitories/sleeping rooms
- Support spaces
- Site work
- Category 5 Hurricane

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029



QUANTUM MARINE HEADQUARTERS & WAREHOUSE

HOLLYWOOD, FLORIDA

This new environmentally-conscientious headquarters is a three-story, 30,000 square foot, LEED-certified building and consolidates the entire company under one roof. The site has over 80 parking spaces strategically located within a 2.5 acre tree preserve area.

Ergonomically designed and featuring the latest in "green" technology, the project uses conventional shell construction with durable interior finishes for the administrative offices, training rooms, R&D and engineering department, machine shops, and parts department.

CLIENT
Quantum Marine Stabilizers
3790 SW 30 Avenue
Fort Lauderdale, FL 33312
Peter Grenfell, General Manager
T: (954) 587-4205
E: pgrenfell@quantumstabilizers.com

SCOPE
Full A/E Services, LEED AP

SIZE
30,000 SF

COST
$6,226,000

COMPLETED
06/2016

RELEVANT FEATURES
- Located in Hollywood
- New construction
- Administrative offices
- Conference rooms
- Secured storage
- LEED Certified
- Site work
- AIA Fort Lauderdale People's Choice Award, 2017
- AIA Fort Lauderdale Board of Directors Design Award, 2017

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

d. KEY PERSONNEL

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

CONSULTANT TEAM ORGANIZATIONAL CHART

SALTZ MICHELSON ARCHITECTS

ARCHITECTURE PLANNING & DESIGN

Charles A. Michelson, AIA, ACHA, LEED AP, Principal-In-Charge

Robert J. Halula, AIA, LEED AP
Principal/Project Manager

Sheff L. Devier, AIA
Senior Project Manager
QA/QC

Mary Farlander, RA
Senior Project Manager

Maday Gutierrez, RA
Project Manager

Frida Dunayer
Interiors/Project Manager

Juan Pablo Garcia
BIM Manager

CONSULTANTS

CIVIL, SURVEY, LANDSCAPE

KEITH & ASSOCIATES

Michael Cartossa, PE
Civil Engineer

Donald Spicer, PSM
Surveyor

Chris Phillips, PLA, ASLA
Landscape Architect

Jonathan Weymouth, PE
Construction Project Manager

CIVIL, SURVEY, TRAFFIC

CTS ENGINEERING

Michael Melendez, PE
Senior Civil Engineer I

Phani Allu, PE, PTOE, RSP2I, Senior Engineer I

MarQuellus Bennett, PE
Engineer II, Drainage

Lis R. Tolstoy, PSM
SUR Senior Surveyor I

MEP, IT/DATA

BILDWORX DESIGN

Raji Sayegh
Principal, Electrical Engineer

Sima Azar
Project Manager

Michael Bassford
Mechanical Engineer
(Michael Bassford Engineering-consultant to Bildworx)

SBE/M/WBE

STRUCTURAL

JOHNSON STRUCTURAL GROUP

Mark Johnson, PE
Principal/Structural Engineer

GEOTECH

FEDERAL ENGINEERING & TESTING

Keith LeBlanc, PE
Qualifying Engineer

Sven Jetzkewitz
Vice President, Operations

Scott Dyson
Geologist/GIT

SBE/M/WBE

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SALTZ MICHELSON ARCHITECTS

CHARLES A. MICHELSON AIA, ACHA, LEED AP

PRESIDENT / PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE
44

YEARS WITH FIRM
44

EDUCATION
University of Miami Master of Urban & Regional Planning, 1981
B. Architecture, 1979

REGISTRATIONS
Registered Architect:
Florida #9976
Georgia#00874

National Council of Architectural Registration Boards (NCARB) #31861

American College of Healthcare Architects (ACHA) Certified, #0624

ASHA Healthcare Construction Certificate, 2004

AFFILIATIONS
American College of Healthcare Administration (ACHA)

South Florida Hospital & Healthcare Association (SFHHA)
Board of Directors

Florida Healthcare Engineering Association (FHEA)

American Institute of Architects (AIA)
AIA Fort Lauderdale
President, 2015
Board of Directors, 2014
Treasurer, 2017
AIA Florida Citizen Architect

As Principal of the firm, Mr. Michelson maintains an active role in the planning, design, and production of architectural projects for the firm. With his background in Urban Planning, he participates in programming, feasibility studies, site planning and other research projects. As Principal-in-Charge of the firm's public projects, Mr. Michelson has been responsible for overseeing the new construction, renovation and additions to numerous public buildings and other government centers.

REPRESENTATIVE PROJECTS

Memorial Manor Nursing Home Hurricane Hardening, Pembroke Pines, FL: A FEMA granted project to harden the Memorial Manor building against Cat 5 winds by reinforcing the exterior building envelope. This work would be performed by installing an "EFIS" impact rated system to the exterior walls; replace all previous windows and doors to meet today's impact rated codes (level E missile impact glazing); to enhance the roof by reinforcing the trusses, enhance new exterior sheeting/roofing, and structural straps for the trusses using today's impact rated codes; work would also include all vents, louvers, and exterior door frames.

City of Sunrise Athletic Center & Park, Sunrise, FL: Full A/E design services & construction administration for the addition to and renovation of a 1,156,848 SF park, adding a new 15,000 SF athletic building, playground, food/market plaza, multi-sport fields, concession stand, and five new covered outdoor basketball fields.

Sheridan Village Mixed-Use Building, Pembroke Pines, FL: Full A/E design services and construction administration for a 49,745 square foot three-story retail, restaurant, medical, and self-storage building for the South Broward Hospital District.

City of Pompano Beach Fire Station 114, Pompano Beach, FL: A new two-story, 13,990 square fire station with three bays to accommodate 11 Firefighters, 1 city outreach staff member, and building support functions. This facility will be designed and constructed to meet Category V storms and be designated as "essential facilities". The facility achieved "Green Globes" certification.

Memorial Regional Hospital Hurricane Hardening, Hollywood, FL: While remaining in operation, the hospital was "encapsulated" with a new structurally hardened skin to provide protection through a Category 4 hurricane. The core component of the system is EIFs by "STO" which is structurally reinforced with three layers of mesh; two layers of STO armor matt xx 20 oz and a layer of 4.5 or mesh below the finish coat.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

SALTZ MICHELSON ARCHITECTS

ROBERT J. HALULA AIA, LEED AP

PRINCIPAL, QUALITY CONTROL

With almost 50 years in the field of Architecture, Bob Halula is responsible for the management and supervision of all project-related activities as well as the firm's business development pursuits. Along with senior staff, he directly supervises the development of the firm's projects, performing quality control to ensure that all design work is completed on time and adheres to the established specifications and standards.

YEARS OF EXPERIENCE

49

YEARS WITH FIRM

2

EDUCATION

Florida Atlantic University
Bachelor of Science, Architecture

University of Florida
Bachelor of Design, Architecture

REGISTRATIONS

Registered Architect:
Florida #AR98667

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)

REPRESENTATIVE PROJECTS

Town of Pembroke Park, Police Department Build-out and Hurricane Hardening, Pembroke Park, FL: Full A/E services for the creation of a new 3,816 SF Police Department within the Town Hall. Work includes evidence lockers, police administration, detectives area, interview room, police work areas, and a briefing room. The project includes a demolition plan of the existing improvements.

Fort Lauderdale/Hollywood International Airport (FLL), BDA System Analysis & Recommendation, Fort Lauderdale, FL: Professional design services to provide a Comprehensive Needs Assessment of a Bi-Directional Amplifier (BDA) System for the Fort Lauderdale/Hollywood International Airport terminal buildings, parking garages, and Broward County Aviation Department (BCAD) security and maintenance buildings. The scope of services includes site investigation and photo documentation of existing conditions at all four terminal buildings, parking garages, and security and maintenance buildings.

Broward County, HBMD Administration Building Renovation and Expansion, Pompano Beach, FL: Renovation of and expansion to a one-story 5,500 square feet building addition to the existing one-story administration building currently occupied by the Broward County Public Works Department, Highway & Bridge Maintenance Division.

City of Hallandale Beach, EV Bus Charging Stations, Hallandale Beach, FL: A new 12,500 SF EV Transit Operation Level II Facility for EV transit fleet parking, EV battery charging, EV fleet maintenance, and operation of the community shuttle program. This facility will be located at Department of Public Works (DPW) Compound and will consist of 12 bus bays, electric battery charging, fleet dispatching, fleet operational control, and fleet maintenance. These requirements are for major functions such as bus storage, battery charging, dispatching and operational control, vehicle storage, maintenance, testing and repairs, inspections, vehicle cleaning and washing, tire repairs, unit change, parts storage, employee amenities, administrative spaces, restroom facilities, and employee parking.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

SALTZ MICHELSON ARCHITECTS

SHEFF L. DEVIER AIA

SENIOR PROJECT MANAGER/QA/QC

YEARS OF EXPERIENCE
49

YEARS WITH FIRM
23

EDUCATION
Virginia Polytechnic Institute & State University, Bachelor of Architecture, 1975

REGISTRATIONS
Registered Architect: Florida #007699

PROFESSIONAL AFFILIATIONS
American Institute of Architects (AIA)

Sheff Devier is a registered architect with over 49 years of experience with institutional, governmental, medical, educational and recreational facilities. Sheff holds an important role in the firm's management and reviews staffing schedules on a weekly basis. He is responsible for mentoring aspiring architects and for managing the firm's large projects.

REPRESENTATIVE PROJECTS

Polk Building Renovations, Pembroke Pines, FL: Renovation of an existing one-story, 26,000 SF building including interior completion of the entire building with offices, a public space for paying bills, and a satellite EOC facility as a backup to the existing EOC center located at City Hall. The building was built in 1957 and originally was a residential building on the South Florida Mental Hospital campus.

West Pines Soccer Park & Community Building, Pembroke Pines, FL: Design, permitting and construction of a freestanding 1,700 SF meeting room/restroom building and two additional lighted practice soccer fields at the existing West Pines Soccer Park and Nature Preserve. The project included Bermuda sod and 80/20 soil mix, lighting, electrical, drainage, de-muck & fill, laser grading, irrigation retrofit, bleachers, benches, shade structures, and sidewalks.

Memorial Healthcare System IT/Data Center, Pembroke Pines, FL: This 17,400 SF one-story structure was the first phase of a planned 52,800 SF, five-story main hub for the Memorial Healthcare System IT computer network. This state-of-the-art facility will serve five hospitals, District administrative offices, and various remote facilities.

Broward County, Lauderhill Transit Center (Net-Positive, LEED Gold Transit), Lauderhill, FL: A new transit center is comprised of three buildings - Broward County Transit services, a security office, and a public restroom building - and is the County's first net positive structure. The complex serves over 8,000 transit passengers daily and provides ten (10) bus bays to accommodate 40-foot and 42-foot fixed buses and 60-foot articulated buses.

City of Weston, Emergency Operations Center, Weston, FL: Full A/E services for the City's 25,000 SF, three-story Emergency Operations / Code Services / Information Technologies Services Building. The offices for Building Code, Zoning Code, Fire Code, Code Enforcement and Records Storage are on the first floor, the City's Emergency Operations Center, kitchen facilities, IT Offices, and multi-purpose space on the second, and EOC staff sleeping quarters and support spaces on the third.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

YEARS OF EXPERIENCE
29

YEARS WITH FIRM
9

EDUCATION
University of Illinois
B. Science Architectural Studies 1993
University of Illinois
Master of Architecture 1995

REGISTRATIONS
Registered Architect:
Florida #97280
Hawaii #17878
North Carolina #11503

SALTZ MICHELSON ARCHITECTS

MARY FARLANDER RA

SENIOR PROJECT MANAGER | SHAREHOLDER

Ms. Farlander has over 29 years of architectural experience which include various project types for both the private and public sector. She started her career in Chicago, where some of her clients included Chicago Public Schools, Chicago Park District, and The University of Chicago. There, she gained extensive experience working on existing building renovations, due diligence reports, and feasibility studies. She has vast experience in code analysis and review and communicating with planners, building department reviewers and municipalities. While in North Carolina, Ms. Farlander worked on many commercial, historic, rehabilitation projects, that utilized federal and state tax credits, and was in charge of all applications and correspondence with the National Park Service.

REPRESENTATIVE PROJECTS

Broward Sheriff's Office (BSO) Training Center, Fort Lauderdale, FL: Design and construction of a 105,000 SF training center and adjacent seven-story, 600-plus vehicle parking garage. This state-of-the art facility will provide classrooms, training labs, 3 indoor gun ranges, a simulated-ammo tactical shoot house with catwalk above, an exterior rappel tower, 150-seat flex room, administrative offices, and memorial lobby.

Memorial Manor Nursing Home Hurricane Hardening, Pembroke Pines, FL: A FEMA granted project to harden the Memorial Manor building against Cat 5 winds by reinforcing the exterior building envelope. This work would be performed by installing an "EFIS" impact rated system to the exterior walls; replace all previous windows and doors to meet today's impact rated codes (level E missile impact glazing); to enhance the roof by reinforcing the trusses, enhance new exterior sheeting/roofing, and structural straps for the trusses using today's impact rated codes; work would also include all vents, louvers, and exterior door frames.

Cooling Tower Wind Retrofit, Memorial Regional Hospital Hollywood, FL: Hurricane hardening of the Central Energy Building (CEP) including strengthening the exterior perimeter walls to provide a new structural frame above the roof parapet to support new impact louvers to a height that matches the tallest roof-top cooling tower, new exterior doors, overhead doors and louvers to meet Florida product approval. The work was phased and coordinated with the Owner to minimize any disturbance to the ongoing operations of the facility.

Broward College, Building 47 Renovations (Continuing Services), Coconut Creek, FL: Renovation of a 25,000 SF, three-story classroom building including demolition of existing interiors, new offices, classrooms, impact exterior windows and doors, HVAC system, electrical distribution and fire sprinkler system.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

SALTZ MICHELSON ARCHITECTS

MADAY GUTIERREZ RA
PROJECT MANAGER

YEARS OF EXPERIENCE
25

YEARS WITH FIRM
10

EDUCATION
University of Miami
Miami, FL
Bachelor of Architecture, 1999

REGISTRATIONS
Registered Architect:
Florida #95167

Ms. Gutierrez has over 24 years of architectural experience and is currently working on several projects under a continuing contract with Broward County Transit. Prior to SMA, Maday worked for the Broward County Transit Division as a Project Manager under the Cartaya and Associates contract.

REPRESENTATIVE PROJECTS

Broward County Copans Transit Electric Bus Charging Infrastructure, Pompano Beach, FL: Under our contract with the County, a new electric bus charging infrastructure within the existing Transit Ravenswood Road and Copans Road Maintenance Facilities. Infrastructure includes, new parking spaces to accommodate 40' and 45' electric buses, a new canopy system and the charging and associated electrical equipment.

City of Sunrise, City Park, Sunrise, FL: Renovation of an approximately 50,000 SF of City Park's playing fields, walking paths, restrooms, playground equipment, renovate and expand the existing parking area. Addition of two new basketball courts and new covered theatrical stage shelter.

Broward County Fleet EV Charging Stations, Fort Lauderdale & Plantation, FL: Complete professional architectural and engineering services for the addition of Fleet EV Charging Stations to the Fleet Services parking garages and parking lots located at Government Center East in Fort Lauderdale and Government Center West Garage in Plantation.

North Homeless Assistance Center (NHAC) Improvements, Pompano Beach, FL: Renovation of the existing North HAC facilities for or improved entry/access, safety, and operational function. The areas impacted for this project scope will include a new conditioned enclosure of the current Main Entrance canopy including security and access modifications, as well as renovations to the Southwest quadrant of the facility which includes client intake areas, operations, administrative areas, restrooms and other homeless assistance center functions.

Northwest Family Success Center, Coral Springs, FL: Renovation and remodeling of 7,134 SF of existing work areas, conference rooms, restrooms, breakroom, and lobby.

Foundcare Addition and Renovation, West Palm Beach, FL: Renovation/remodeling and addition to 8,000 square feet of existing offices located on the first and second floors into Primary Care Medical Offices and Administrative Offices; and an addition including a new two-story lobby entrance and pharmacy on the ground floor.

Docusign Envelope ID: 640398A3-7B1E-4CF5-B466-362403444029

SALTZ MICHELSON ARCHITECTS

FRIDA DUNAYER

DIRECTOR OF INTERIOR DESIGN, PROJECT MANAGER

YEARS OF EXPERIENCE

41

YEARS WITH FIRM

24

EDUCATION

Ricardo Palma University
Lima, Peru
M. Arch and Urbanism, 1983

REGISTRATIONS

Registered Architect:
Lima, Peru C.A.P. #2273

Ms. Dunayer is responsible for the design, space planning, construction documents and consultant coordination for a wide array of interior projects. Ms. Dunayer is the interior designer for the firm's projects. Her experience includes the layout of existing furniture inventory and selection of complementary new pieces; interior selection of finishes from floor to ceiling materials, color, texture and patterns in agreement with client and/or end-user preferences; contracting with multiple manufacturers to provide clientele with the best quality and pricing; and design and detail of custom furniture and millwork.

REPRESENTATIVE PROJECTS

Lakeland Community Building, Seminole Tribe of Florida, Lakeland, FL: A new Community Building for the City of Lakeland. The work includes a one-story 35,351 SF Public Community Building. The objective is to contain a multipurpose facility, that will accommodate Tribal gatherings, cultural, educational, and recreational activities, indoor sporting events, and administrative staff, for the Lakeland tribe.

Memorial Regional Hospital Cancer Center, Hollywood, FL: A 22,445 square foot renovation project which consisted of a full range of oncology services and included medical treatment for outpatient oncology patients, radiation oncology, a chemo-infusion suite, and new entrance and drop-off canopy.

Public Safety Building & Medical Clinic, Seminole Tribe of Florida, Immokalee, FL: A new 21,504 SF, one-story public safety facility that includes three apparatus bays, a sallyport, day room, kitchen, offices, firearm room, evidence room, meeting rooms, offices, restrooms, bunk rooms, and building support services. The one-story,16,348 SF medical building, attached to a 3,057 SF behavioral health building, includes general medical, dentistry, physical therapy, and meeting space.

Broward County Nancy J. Cotterman Center (NJCC), Oakland Park, FL: Full A/E design services & construction administration. The Nancy J. Cotterman Center (NJCC) is a two-story office building of approximately 28,000 square feet providing counseling services for Broward County residents. The site is ± 2.1 acres and includes parking on the east, north and west sides of the building. The project also includes an air conditioning chiller enclosure and a standby generator on the west side and solar collectors on the first floor roof.

Palm Beach Sheriff's Office Training Facility, West Palm Beach, FL: This existing 32,600 SF, one-story structure built as a gymnatorium was renovated to fulfill a training program to include defensive tactics, simunitions, sworn trainer and general classroom space. Administrative offices were also provided.

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SALTZ MICHELSON ARCHITECTS

JUAN PABLO GARCIA

BIM MANAGER

YEARS OF EXPERIENCE
25

YEARS WITH FIRM
9

EDUCATION
Universidad Central de Venezuela
B.S. Architecture, 1999

CERTIFICATIONS
Registered Architect in Venezuela
Architect & Engineering Association Affiliate

REVIT Architecture Certified Professional, 2016

Juan Garcia is responsible for coordinating and producing a broad range of projects including Government, Mixed-use, Medical, Institutional, and Sports facilities from schematics to construction. Juan heavily utilizes visualization tools to create renderings and models that dynamically demonstrate how designs will look and perform for prospective clients, regulatory agencies, and other members of the Building Team.

Juan is responsible for all REVIT model coordination and performs the BIM clash detection analysis for the office. He engages with the world of technology and constantly tests and recommends new products and software for the firm successfully document and present projects. This includes the use of Virtual Reality to demonstrate to the client & end-user a realistic feel of the project.

REPRESENTATIVE PROJECTS

Broward Sheriff's Office (BSO) Training Center, Fort Lauderdale, FL: Design and construction of a 105,000 SF, four-story training center and adjacent seven-story, 600-plus vehicle parking garage. This state-of-the art facility will provide classrooms, training labs, 3 indoor gun ranges, a simulated-ammo tactical shoot house with catwalk above, an exterior rappel tower, 150-seat flex room, administrative offices, and memorial lobby.

City of Weston EOC, Weston, FL: A new 25,000 SF, three-story EOC building with offices for building code, zoning code, fire code, code enforcement and records storage, emergency operations center, kitchen facilities, IT offices, multipurpose space, emergency staff sleeping quarters and support space.

Public Safety Building & Medical Clinic, Seminole Tribe of Florida, Immokalee, FL: A new Public Safety Building, Medical Clinic, and Behavioral Health Center for the Seminoles. The 21,504 SF, one-story public safety facility includes three apparatus bays, a sallyport, day room, kitchen, offices, firearm room, evidence room, meeting rooms, offices, restrooms, bunk rooms, and building support services. The one-story, 16,348 SF medical building, attached to a 3,057 SF behavioral health building, includes general medical, dentistry, physical therapy, and meeting space.

City of Weston, Fire Station 21, Weston, FL: A new 12,578 SF, state-of-the-art fire station capable of withstanding a Category 5 hurricane. The facility includes a watch room, three apparatus bays, nine bunk rooms, offices, an exercise room, kitchen and dining area, bunker gear, day room, and building support spaces as well as site development, on grade parking, concrete drive aprons, and site lighting.

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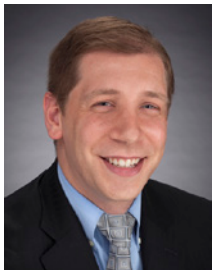
KEITH
Engineering Inspired Design

Michael Cartossa, PE
Civil Engineer



Mr. Michael Cartossa has 12 years of experience as a civil engineer. Since 2012, he has worked on numerous land development projects in both the private and public sectors. His background in land development includes both residential and commercial projects such as shopping plazas, aviation facilities, gas stations, banks, car dealerships, restaurants, and storage facilities. He is proficient in performing due diligence, site planning, civil engineering design, permitting, and project closeout. In addition to his engineering experience, Mr. Cartossa is proficient in a variety of software and programs including AutoCAD, ICPR, Cascade, EPANET, FAARFIELD, MicroStation, MS Excel, MS Project, MS Office, Quattro Pro, and WordPerfect.

YEARS OF EXPERIENCE
12 years

YEARS WITH KEITH
8 years

EDUCATION
B.S. Civil Engineering, Florida Atlantic University, 2012

PROFESSIONAL REGISTRATIONS
Professional Engineer, Florida

RELEVANT PROJECT EXPERIENCE

Hollywood Arts and Cultural Center, Hollywood, FL: Role: Civil Engineer. KEITH assisted the Client with the redevelopment of a KEITH Life/KEITH Campus project that includes a 5,400-SF education space for dance, music, visual arts, and new media, galleries, administrative offices, and an outdoor courtyard. KEITH provided full services to the Client including survey and mapping, civil engineering including paving, grading and drainage, water distribution and sanitary sewer plans, stormwater prevention, hardscape and paving, landscape and irrigation design, and construction observation. The KEITH Team assisted with the site plan and site development of all onsite improvements. This was the first project in the City's plan to modernize and increase capacity for arts programming at the 1.2-acre site. Future expansion will include construction of a new performing arts studio and renovation of gallery spaces.

GIS Services Continuing Services, Parkland, FL: Role: Civil Engineer. KEITH was responsible for creating updated GIS maps of the existing City of Parkland GIS database combined with the recently annexed parcels. KEITH created new Future Land Use, Zoning and Street Maps. We have also updated the GIS database for changes in Future Land Use and Zoning. We created display exhibits including the City Limits on top of the most recent Broward County aerials. All deliverables were updates to the City's GIS Database, maps saved in PDF format and hard copy exhibits. KEITH is intimately familiar with the limits of the City of Parkland as well as the "Wedge" and other annexation processes. We have mapped the existing parcels as well as most of the parcels annexed.

Ranches Ditch Embankment and Canal Assessment, Parkland, FL: Role: Civil Engineer. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Life project that included assessment and restoration of residential ditch embankment erosion on the North Side of Trotters Lane (NW 72nd Avenue) and a study of future canals in the Ranches subdivision of Parkland, FL. KEITH provided services to the Client including civil engineering, survey, geotechnical, and construction management and administration. The KEITH Team assisted the Client in topographic survey of ditch restoration areas, civil designs for repair and restoration of the ditches, geotechnical testing, assessment, and recommendations, production of construction documents, specifications, and bid assistance, photographing and measuring locations for potential future canals in the area and producing a report ranking the areas by priority.

Hillsboro Pines Water Main Extension, Coconut Creek, FL: Role: Project Manager. Under our continuing services contract for the City of Coconut Creek, KEITH was retained to provide professional engineering service to the City for the design, permitting, construction management services and coordination for three areas in the Hillsboro Pines Community, located along NW 74th Place in Unincorporated Broward County. Areas 1, 2 and 3 entailed of the design of approximately 1,600 linear feet of 8-inch water distribution main and associated fire hydrants, water services and other water related distribution systems within the Bill Black's Plat subdivision. KEITH provided and prepared construction documents including procurement documents, technical specifications, and drawings as well as construction phase engineering services, opinion of probable costs, regulatory agency permitting, final construction documents, and project close-out records. KEITH served as the prime consultant managing a multi-disciplinary team. In-house services included landscape architecture, civil engineering, surveying and subsurface utility engineering (SUE) services.

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Michael Cartossa, PE
Civil Engineer

Government Center Breezeway, Coconut Creek, FL: Role: Civil Engineer. KEITH assisted the Client, under its continuing services contract with the City, in developing a KEITH Campus/KEITH Facility project that included conceptual master planning for the Government Center breezeway, courtyard, and parking area, as well as schematic level designs for the breezeway. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, and environmental public art and design. In coordination with Michael Singer Studio, KEITH provided two conceptual master plans involving hard and softscape design, cost estimates, and a phasing plan for this venue as it takes center stage in the heart of the community.

Annex Building Addition, Plantation, FL: Role: Project Manager. KEITH, under its continuing services agreement with the City, is assisting the Client in developing a KEITH Campus project including a new stand-alone one-story annex building consisting of approximately 4,200-GSF. KEITH is providing services to the Client including owner's representation, survey/SUE, planning, civil and traffic engineering, and construction management. The KEITH Team is assisting the Client in architect coordination, permitting, construction value, scheduling, shop drawings, as-builts, field visits, final certifications, and project close-out.

Parkland City Hall Wing Expansion, Parkland, FL: Role: Civil Engineer. KEITH provided professional services associated with an approximate 3,000-SF expansion to the City Hall building. This expansion included approximately 1,500-SF of records retention space and 1,500-SF of Building Department office expansion. The driveway access and roll-up door were modified to allow vehicular access to the records retention space. The records retention space also includes an area for three desks for scanning capability. Additional office space provided for the Chief Building Official's office and partitioned plan reviewer and inspectors desk spaces. A new partition was designed behind the staff receiving counter for working privacy. As many as 9 parking spaces were lost with this building expansion. A water main relocation was also needed with this expansion. KEITH was the prime consultant serving as Owner's Rep and providing civil engineering, planning, surveying and subsurface utility engineering services. The engineering design included approximately 160-LF of gravity sewer, 230-LF of water main, restoration of the parking lot, paving and grading and stormwater pollution plan. Additionally, KEITH developed the site plan conjunction with the architect. The survey effort included a topographic survey that located all the above ground improvements in addition to all of the native tree species. As part of our Owner's Rep services, KEITH was responsible for assisting with the bid admittance, construction observation and certification, and project coordination to ensure compliance with the approved plans and specs.

Southgate Blvd Median Improvements, Margate, FL: Role: Civil Engineer. As part of the Margate Community Redevelopment Agency's continuing services contract with KEITH, the team has been tasked to provide survey, subsurface utility engineering, landscape architecture, and construction program management for the medians and adjacent right of way along a portion of Southgate Boulevard at SR-441. KEITH will provide landscape improvements by revising the plant species, providing palms appropriate to support holiday tree lighting, and adjusting existing irrigation systems as needed. KEITH will improve the hardscape with the addition of a monument sign, pavers at pedestrian cut-through areas, lighting at monument signs, palm tree lighting, and convenient receptacles for holiday tree lighting.

Zone 2 Drainage Study, Plantation, FL: Role: Project Manager. The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The CIP will consist of a set of short and long-term projects to address current flooding issues and help the community build resiliency for the future impacts of climate change. The final product will be compiled in a Stormwater Master Plan. South Florida has historically been subject to hurricanes and coastal storm events given its location and more recently has become increasingly vulnerable to the adverse impacts of climate change. In KEITH, we understand the importance of flood resiliency to prevent loss of life and financial hardship and enable municipalities and service providers to maintain and/or restore service to residents and customers during and after a disaster.The Stormwater Master Plan will involve input from the public, City officials, City staff, and other stakeholders. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents.

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KEITH
Engineering Inspired Design

Donald Spicer, PSM
Surveyor & Mapper

Mr. Spicer is a professional surveyor and mapper with 48 years of experience. Through his years of experience, Mr. Spicer's responsibilities include management of survey projects from proposal through final submittal, coordination and supervision of field and production staff, establish and maintain quality control procedures. Further, Mr. Spicer has completed several survey calculations for construction staking and boundary determinations, preparation and review of record drawings, proposal preparation for providing surveying services including all construction surveying related services, boundary, topographic, ALTA quantity and control surveys, etc. Mr. Spicer is equipped to utilize Autodesk, AutoCAD Civil 3D, AutoCAD Land Desktop (and earlier versions), Trimble Business Center and Carlson.

YEARS OF EXPERIENCE
48 years

YEARS WITH KEITH
4 years

EDUCATION
Palm Beach Junior College, Survey, 1988

PROFESSIONAL REGISTRATIONS
LS4677, Professional Surveyors and Mapper, Florida

RELEVANT PROJECT EXPERIENCE

Hollywood Arts and Cultural Center, Hollywood, FL: Role: Surveyor & Mapper. KEITH assisted the Client with the redevelopment of a KEITH Life/KEITH Campus project that includes a 5,400-SF education space for dance, music, visual arts, and new media, galleries, administrative offices, and an outdoor courtyard. KEITH provided full services to the Client including survey and mapping, civil engineering including paving, grading and drainage, water distribution and sanitary sewer plans, stormwater prevention, hardscape and paving, landscape and irrigation design, and construction observation. The KEITH Team assisted with the site plan and site development of all onsite improvements. This was the first project in the City's plan to modernize and increase capacity for arts programming at the 1.2-acre site. Future expansion will include construction of a new performing arts studio and renovation of gallery spaces.

Holland Park, Hollywood, FL: Role: Surveyor & Mapper. As a subconsultant, under the City of Hollywood's continuing services contract, KEITH provided the Client with boundary and topographic surveying, subsurface utility engineering, landscape architectural design, and permitting for the Holland Park Project. Holland Park is a delightful park along the Intracoastal with boat ramps, two pavilions, bicycle path, nature trails restrooms and a waterfront observation tower.

Bella Vista Park, Sunny Isles Beach, FL: Role: Surveyor & Mapper. The City of Sunny Isles Beach selected KEITH, as part of our continuing services agreement, to develop a new park at the Bella Vista Park site. The overall property is approximately 0.9-acres. KEITH is providing civil, survey, subsurface utility engineering, planning, and landscape architecture services. KEITH coordinated subconsultants for the provision of structural and environmental engineering, electrical engineering, and geotechnical engineering services completing the multi-disciplinary team. All phases from early development and design through final construction documents are being developed by this team of industry professionals.

Broward College North Campus Continuing Services for Survey and SUE, Coconut Creek, FL: Role: Surveyor & Mapper. KEITH was tasked with updating existing surveys and bringing them up to Broward College's current standards and requirements for land surveys. This includes reviewing the entire site and adding all new improvements not shown on the existing survey and reviewing the provided AutoCAD file to update all layers, blocks, etc., to the standard layers and blocks provided by Broward College. KEITH also reviewed the existing AutoCAD file for inconsistencies in linework, layer assignments, and more. In addition, KEITH was responsible for locating, typing, and sizing all trees on the North Campus and adding them to the Boundary Survey. Mr. Lazowick served as the Principal-In-Charge for this contract.

Broward College North Campus Survey, Coconut Creek, FL: Role: Surveyor & Mapper. KEITH is tasked with updating existing surveys and bringing them survey up to Broward College's current standards and requirements for Land Surveys. This includes reviewing the entire site and adding all new improvements not currently shown on the existing survey and reviewing the provided AutoCAD file to update all layers, blocks, etc. to the Standard layers and blocks provided by Broward College. KEITH is also reviewing the existing AutoCAD file for inconsistencies in linework, layer assignments, etc. In addition, KEITH is also locating, typing and sizing all trees on the North Campus and adding them to the Boundary Survey. KEITH assisted the Client in developing a KEITH Campus project including reviewing the entire site

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Donald Spicer, PSM
Surveyor & Mapper

and incorporating all improvements not shown on the existing survey, reviewing the provided Auto CAD file to update all layers, block, etc. to the Standard layers and blocks provided by the Client, reviewing the existing AutoCAD file for inconsistencies in linework, layer assignments, etc., and locating, typing, and sizing all trees on the campus and adding them to the Boundary Survey. KEITH provided services to the Client including survey/SUE and landscape architecture. The KEITH Team assisted the Client in AutoCAD document updating, field updates, tree survey, specific purpose survey of the entry at buildings 48 and 49, utility as-built survey, and survey/SUE on-call services. The system and documentation updates have provided the college with an accurate and safe starting point for campus improvements.

Government Center Breezeway, Coconut Creek, FL: Role: Surveyor & Mapper. KEITH assisted the Client, under its continuing services contract with the City, in developing a KEITH Campus project that included conceptual master planning for the Government Center breezeway, courtyard, and parking area, as well as schematic level designs for the breezeway. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, and environmental public art and design. In coordination with Michael Singer Studio, KEITH provided two conceptual master plans involving hard and softscape design, cost estimates, and a phasing plan for this venue as it takes center stage in the heart of the community.

Pine Trails Park Playground and Field Improvements, Parkland, FL: Role: Surveyor & Mapper. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Play project that included the revitalization of Pine Trails Park Playground and Field. KEITH provided full services to the Client including geospatial and civil engineering, landscape architecture, and construction management. The KEITH Team assisted the Client in revitalizing this highly-popular park for the City of Parkland residents and visitors including upgrades of turf surfacing, poured-in-place rubber, drainage improvements, topography and tree surveys, drainage, hardscape and paving, fine grading, landscape design, site lighting, specialty features, permitting, bidding assistance, and construction observation.

SW 30th Street Sanitary Sewer Force Main Replacement, Pembroke Park, FL: Role: Surveyor & Mapper. KEITH is assisting the Client in the development of a KEITH Access project, which encompasses the replacement of a 6" sanitary sewer force main composed of Asbestos Concrete Pipe (ACP). The existing ACP is slated for capping, grouting, and abandonment in place. This endeavor entails the installation of approximately 4,000 linear feet of 8" gravity sewer main, 2,000 linear feet of sanitary sewer force main, and the construction of two public pump stations along SW 30th Street, spanning from SW 33rd Avenue to SW 46th Avenue, aligning with the town's Wastewater Master Plan.In conjunction with these critical infrastructure improvements, all existing pump stations linked to the current 6" ACP will be transitioned to the new gravity main, while the old infrastructure will be disconnected and abandoned in place. KEITH offers a comprehensive range of services to the Client, encompassing civil engineering, surveying and Subsurface Utility Engineering (SUE), and program management for construction. The KEITH Team is actively engaged in topographic surveying, location services, the design of civil engineering plans, schematic designs for the Development Review Committee (DRC), the creation of construction documents, on-site construction observations, inspections, and the subsequent certification process. This project plays a pivotal role in enhancing the community's infrastructure, ultimately improving access to upgraded water services, thereby benefiting the local residents.

River Oaks Tree Disposition Project, Fort Lauderdale, FL: Role: Surveyor & Mapper. KEITH, as subconsultant to Ric-Man Construction, is assisting the Client in developing a KEITH Life project including the development of a roadway infrastructure project involving water and sewer upgrades impacting multiple streets in the River Oaks neighborhood of Fort Lauderdale, FL. KEITH provides services to the Client including landscape architecture/arborist, survey, and construction program management. The KEITH Team is assisting the Client in special purpose tree survey, tree inventory and appraisal by in-house Certified Arborist, tree disposition plan including location, size, and quality of trees on site, street tree planting plans, permitting, and construction observation. The project, once completed, will serve to improve the quality and longevity of the streets, sewers, and trees of the community.

Town Center Park Upgrades, Sunny Isles Beach, FL: Role: Surveyor & Mapper. KEITH assisted the Client, under its continuing services agreement with the city, in developing a KEITH Play project including the western portion, 0.4-acres including a Meditation Garden, of the 3.5-acre space known as Town Center Park, in downtown Sunny Isles Beach, FL. KEITH provided services to the Client including civil engineering, landscape architecture, and construction program management. The KEITH Team assisted the Client in preliminary civil design development plans, engineering construction documents including paving, grading, and drainage plans, water distribution and sanitary sewer plans, erosion control and demolition plans, site lighting design and coordination, preliminary landscape and hardscape design development plans, tree inventory and appraisal by in-house Certified Arborist, landscape construction documents, engineering permitting through Miami-Dade County DERM and the City of Sunny Isles Beach Engineering Department, and construction observation, inspection, and final certification. The completed space provides a safe, upgraded outdoor space for learning, reflection, and play for the community and guests.

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KEITH
Engineering Inspired Design

Jonathan Weymouth, PE
Construction Engineering Inspector

Jonathan has more than three decades of experience in the planning, design, permitting, and construction of heavy transportation, utility, and civil and environmental engineering projects. His work involves the supervision of engineering and technical personnel engaged in the design and construction of public and private sector improvements. Past projects include major transportation infrastructure projects such as airports, bridges, highways, and roadways. This is in addition to civil land development, recreational facilities, and environmental mitigation projects. Additionally, he has extensive knowledge and effective experience coordinating with FEC, as well as with permitting and federal agencies such as FDOT and FAA. He is very familiar with and fully qualified to implement and control the guidelines and requirements established by these agencies.

RELEVANT PROJECT EXPERIENCE

Broward College North Campus Bridge Repair, Coconut Creek, FL: Project Manager. KEITH was tasked to provide engineering services and construction documentation based on the Structural Condition Survey Finding and Recommendations Report from another firm, that reported on the condition of the existing NW 39th Avenue Bridge. This includes The Critical Safety Repairs and Intermediate Repairs to the existing Bridge which consists of a single span, solid concrete slab between abutments on the north and south sides of the canal, including milling and re-paving, re-grading, and pavement markings. A specific purpose survey was provided including detailed topographic and drainage information, including inverts, to be utilized in the redesign and re-paving activities. Additional structural documentation and observation along with permitting and pre-application meetings were provided as needed. Construction observation tasks included review of shop drawings, periodic site visits, as-built reviews, final inspections, and final certifications.

Youth Sports Complex, Pompano Beach, FL: Construction Engineering Inspector. KEITH assisted the Client in the development of this KEITH Play project that includes several multi-purpose pitches, clubhouse with concessions, restrooms, storage, offices, landscaped walking paths, and a 180-space parking lot in the 10-acre complex. KEITH, as prime consultant, provided full services to the Client throughout all design phases including public outreach, planning, design development and site plan approval, and ultimately permitting and construction observation. This brand-new park in the City's portfolio was designed to be a year-round destination for the community it serves.

CEI Services for SR 7 Median Enhancement, Coconut Creek, FL: Project Administrator. Under our continuing services contract with the City and under an FDOT LAP awarded grant, the KEITH Team was retained to provide construction engineering inspection (CEI) services for a median restoration project from south of the Sawgrass Expressway to Cullum Road, approximately one mile in length. The project involved adding irrigation to water new trees, shrubs and sod, as well as the addition of pavers in some areas. KEITH is a prequalified CEI provider by FDOT.

Hillsboro Boulevard Directional Drill Water Main, Deerfield Beach, FL: Construction Engineering Inspector. The project included the design of a new 12" water main under the Intracoastal Waterway in Broward County. The design and installation of this new water main was done utilizing horizontal directional drill (HDD) method. The project tied into to the existing 10" water mains on either side of the Intracoastal Waterway. KEITH also provided a design for properly abandoning in place the pre-existing 10" main under the Intracoastal Waterway. KEITH successfully coordinated with U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), Florida Department of Transportation (FDOT), and local agencies.

City of Deerfield Beach Miscellaneous Engineering, Planning & Surveying Services, Deerfield Beach, FL: Construction Project Manager. KEITH served as the General Engineering Consultant (GEC) for the City of Deerfield Beach for more than 16 years. KEITH provided ongoing continuing services, including engineering, surveying, and mapping services, as well as plan review services.

YEARS OF EXPERIENCE
33 years

YEARS WITH KEITH
12 years

EDUCATION
B.S. Architectural Engineering, University of Miami, 1990

PROFESSIONAL REGISTRATIONS
52802, Professional Engineer, Florida

Qualified Florida Construction Stormwater Inspector

CTQP Quality Control Manager W53043564

10-Hour OSHA Safety Training

SFRTA Contractor Safety Training

Temporary Traffic Control Certification, Intermediate

Workzone Traffic Control - Advanced Level

CTS Engineering
Committed to Excellence

Years of Experience
25

Areas of Expertise
Project Management
Program Management
Roadway Design
Transit Design
Rail Program Management
GIS Applications
Novel Process Development

Education
B. Sc. in Civil Engineering
University of Florida, 1996

Professional Registrations
Florida P.E. # 58698, 2002

Certifications & Training
Maintenance of Traffic (Advanced);
Stormwater, Erosion, and Sedimentation Control Inspector;
Certified Public Manager (Level 1 thru 4)

Michael Melendez, P.E.

Project Manager

Mr. Melendez has 25 years of diverse experience in the planning, design, construction, and maintenance of transportation and civil projects of varying scale. Mr. Melendez spent 6 years with the Florida Department of Transportation (FDOT) where he completed the Professional Engineer Training Program; spending weighted amounts of time in each division, then specializing in roadway design. He elevated to assistant design section leader, led technical users groups, conducted training events, and presented at industry conferences. While with FDOT, he completed multiple projects as lead designer, preparing plans, specifications, estimates while also coordinating public involvement and handling post design support during construction. For 5+ years, Mr. Melendez was a senior manager with Broward County's Highway & Bridge Maintenance Division (HBMD), further expanding his engineering and management capabilities. While with Broward County, he was a go-to person for managing a challenging capital construction project, asset management, emergency recovery operations, FEMA reporting, Surtax planning, GIS applications development, and consultant management in addition to his supervisory role. While not working for government agencies, Mr. Melendez has worked as a consulting engineer, built a practice, and was the founder of an engineering firm that became part of CTS Engineering. Mr. Melendez maintains his technical proficiency to complement his years of project and team management experience. His relevant technical experience includes design for roadway, transit facilities, rail infrastructure, basic drainage, lighting, signing, pavement markings, maintenance of traffic, site developments, water distribution, sanitary sewer, and resiliency infrastructure. Other experience includes novel process development, stakeholder coordination, public involvement, program budgeting, cost estimating, CPM scheduling, construction management, utility coordination, traffic studies, permitting, plan review, asset management, and advanced Geographic Information System (GIS) applications development and deployment.

Project Experience

Transit Infrastructure Planning and Design Services for Broward County Transportation Department, Broward County. Project Manager and Design Engineer. Responsible for the engineering and constructability of bus stop reconstruction within Broward County to address ADA compliance and other necessary improvements. Included stand-alone projects over multiple work orders to design and produce plans for construction, permitting, bidding, construction administration, and responding to engineering requests during construction. (Broward County Contact: Arethia Douglas; Telephone: 954-357-8375; Start/End Date: 2006-2012).

Architecture & Engineering (A/E) Services for Broward County Transportation Department, Broward County. Civil Engineering Lead and EOR. Responsible to work closely with the team architect to provide civil engineering services for the installation or replacement of bus shelters throughout Broward County. This involved civil engineering related tasks over multiple work orders, including but not limited to existing site assessments, project scoping, utility coordination, ADA

CTS Engineering Committed to Excellence

compliance, custom shelter site integration, civil plans production, local agency permitting, bidding, construction support. (Broward County Contact: Arethia Douglas; Telephone: 954-357-8375; Start/End Date: 2012-2014).

Custom Bus Shelter Design and Construction Administration, City of Margate CRA. Project Manager and EOR. Responsible for the architectural design of nine cast-in-place bus shelters (large and compact versions) that would be constructed within the City of Margate. Activities included working with the architectural designer to develop suitable concepts, meeting the stakeholder's requirements, as well as plans production, cost estimating, permitting, and construction administration. (City Contact: Dennis Holste, P.E.; Telephone: 954-935-5324; Start/End Date: 2009-2010).

Transit Rail Study (aka Tri-Rail Coastal Link), FDOT District 4. In-House Consultant. Responsible for supporting the FDOT project manager on a multi-phase Project Development & Environmental study evaluating the establishment of commuter rail passenger service over 85 miles of the Florida East Coast rail corridor in South Florida; known as the Coastal Link study. Responsibilities included: represent FDOT, contract management support, develop 3D model of new bascule bridge concepts, develop conceptual track configurations, advanced parcel acquisition coordination, GIS mapping, team coordination, technical workgroup coordination, presentations to stakeholders, cost estimating, review progress reports, review technical documentation, field reviews, and public involvement activities. Also conducted and attended multi-disciplinary meetings related to project status, technical topics, and process-related topics. (FDOT Contact: Amie Goddeau; Start/End Date: 05/2011-12/2013).

Royal River I & II Condominium Development, Coral Springs, Florida. Project Manager and EOR. Site development project to construct two three-story condominiums and new site improvements for a private developer. Responsibilities included the design and permitting of new stormwater, water, and sanitary sewer systems as well as the paving, grading, and drainage design for the site. Permitting included Coral Springs Engineering and Fire Department. (Start/End Date: 2003-2004).

Cypress Trail Condominium, West Palm Beach, Florida. Project Manager and EOR. Site development project to construct six two-story condominiums and new site improvements for a private developer. Responsibilities included the design and permitting of new stormwater, water, and sanitary sewer systems as well as the paving, grading, and drainage design for the site. Permitting included Palm Beach County. (Start/End Date: 2003-2004).

Andrews Avenue Drawbridge Rehabilitation, Broward County. Construction Project Manager. Responsible for the management of an $8M capital project to rehabilitate the major structural, mechanical, electrical systems of the Andrews Avenue single-leaf bascule bridge over the New River in Downtown Fort Lauderdale. Management included oversight of the contractor's construction, schedule, budget, and adherence to the contract (BCF-170) while also working with the contractor to resolve requests for information and unforeseen conditions. The project necessitated close coordination with the EOR and architect to ensure the work was consistent with plans or changes were necessary. In addition to the rehabilitation of the major bridge systems, the project included the renovation of the multi-storied control tower to upgrade the bridge control systems, HVAC, backup power systems, fire protection, windows, doors, roof/truss replacement, ADA compliance, and exterior cladding. (Broward County Contact: Anh Ton; Telephone: 954-357-6040; Start/End Date: 2019-2021).

Broward County Railroad Crossing Program, Broward County. Program Manager. Represented Broward County as the primary contact for county road railroad crossings along FDOT's South Florida Rail Corridor and FEC's Rail Corridor. Facilitate administrative functions related to the County's responsibility established under railroad crossing agreements with the FDOT and FEC. (Broward County Contact: Anh Ton; Telephone: 954-357-6040; Start/End Date: 2017-2022).

SR A1A Resurfacing, Restoration, and Rehabilitation, FDOT District 4. Project Manager and EOR. The project included the RRR of SR A1A from Oakland Park Boulevard to Palm Avenue. The project proposed removing lanes to accommodate buffered bike lanes, while also ensuring the existing bus stops were preserved and improved. Included production of roadway, signing, and pavement marking plans. Other responsibilities included, but were not limited to team management, client coordination, public involvement, and utility coordination. (FDOT Contact: James Hughes, P.E.; Telephone: 954-777-4419; Start/End Date: 2013-2014).

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Phani Allu, P.E., PTOE, RSP1

Senior Engineer I

Mr. Allu has 21 years of experience in traffic operations analysis, traffic safety analysis, access management studies, pedestrian/bicycle safety studies, signal timing, traffic calming, and all aspects of traffic data collection. He is proficient in the use of a variety of traffic engineering software applications including HCS, SYNCHRO/SIMTRAFFIC, SIDRA, and CORSIM. He is intimately familiar with National and Local Agency publications such as MUTCD, Highway Safety Manual (HSM), FHWA Signal Timing Manual, FDOT Traffic Engineering Manual and MUTS, HSIP Guidelines, FDOT LOS Handbook, Project Traffic Forecasting Handbook, and Interchange Handbook. He has conducted numerous traffic operations and safety studies as the lead engineer for the Department and has a thorough understanding of the various stages of the traffic/safety studies from conception of studies to development of recommended improvements and their implementation whether they are relatively simple signing/pavement marking improvements or relatively large projects that have been programmed into the FDOT work program. In addition, as Project Manager on a FDOT engineering studies and reviews contract, Mr. Allu led the review efforts for several traffic engineering studies, PD&E Studies, Preliminary Engineering Reports (PER), and various Strategic Miami Area Rapid Transit (SMART) Plan studies.

Years of Experience
21

Areas of Expertise
Traffic Operations Safety
Access Management
Signal Timing
Lighting Analysis
Signing and Pavement Marking

Education
M.S. in Civil Engineering, University of Connecticut, 2001

B. Tech, Civil Engineering, Indian Institute of Technology, 1999

Professional Registrations
Florida P.E. # 68069, 2008;
PTOE
RSP1

Project Experience

Districtwide Traffic Operations and Safety Studies, FDOT District 6. Project Manager and Lead Traffic Engineer responsible for traffic operational/safety studies and safety reviews that included crash analyses, intersection/corridor operational analyses, and field reviews to identify site-specific issues related to high crash study locations. Developed reports with recommendations to reduce the crash potential at the study locations. Studies included Key West Crosswalks Evaluation, Alton Rd between NW 44 St and NW 47 St. Also, worked with FDOT on network screening using the Highway Safety Manual (HSM) methodology for identification of top locations for each emphasis area in the Florida Strategic Highway Safety Plan (SHSP). Conducted preliminary safety studies for several intersections identified under the Safe Strides 2 Zero program (Contact: Misleidys Leon, P.E.; Telephone: 954-470-5335; Start/End Date: 08/2017-Present).

Districtwide Traffic Operations and Safety Studies, FDOT District 4. Project Manager and Lead Traffic Engineer responsible for traffic operational/safety studies and safety reviews that include crash analyses, intersection/corridor operational analyses, and field reviews to identify site-specific issues related to high crash study locations. Developed reports with recommendations to reduce the crash potential at the study locations. Some examples of completed assignments include safety study/lighting analysis for SR 25/US 27, I-95 in Palm Beach, Hallandale Beach Blvd, Forest Hill Blvd; 3R Safety Reviews for I-95, Broward Blvd, Sample Rd, and SR 5; safety studies on Sunrise Blvd, Griffin Rd, and Powerline Rd, Pedestrian mid-block evaluation and safety assessment on Indiantown Road; Road Safety Audit for Merrill Barber Bridge; Pedestrian Studies along Pembroke Rd, Oakland Park Blvd, and Lake Worth Rd; wrong-way signage and pavement marking assessment for all I-95

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interchanges in Broward County; and over 500 fatal crash reviews. Developed a SharePoint site for efficiently managing the District's fatal crash review program. (Contact: David Moore; Telephone: 954-777-4375; Start/End Date: 02/2015-Present).

Districtwide Traffic Operations and Safety Studies, FDOT District 6. Project Manager and Lead Traffic Engineer. Responsible for conducting several intersection and arterial safety improvement studies as part of the contract which involved traffic data collection, qualitative assessments, signal warrant analysis, intersection/arterial analysis, left-turn phase warrant analysis, sight distance evaluations, lighting analysis, safe curve speed studies, before/after evaluations, road safety audits, intersection control evaluation (ICE) studies, bottleneck mitigation studies, mid-block pedestrian crossing evaluations, access management evaluations, conceptual improvement sketches, and preliminary cost estimates. Some examples of completed assignments include access management evaluations for SR 823 and SR 909, signal warrant analysis for SR 90/SW 147 Ave and SR 5/NE 18 St intersections, mid-block pedestrian crosswalk evaluation in City of Key West, road safety audits for SR 112 and SR 907, bottleneck mitigation studies for SR 90/SW 74 Ave and SR 90/SW 137 Ave intersections, lighting evaluations for Shark Key and SR 112, speed limit evaluations for SR A1A, SR 990, and Village of Miami Shores, wrong-way signage/pavement marking assessments for I-75 and SR 856. (Contact: Ramon Sierra, P.E.; Telephone: 954-470-5335; Start/End Date: 08/2014-Present).

Districtwide Traffic Engineering Studies & Engineering Reviews, FDOT District 6. Project Manager for engineering reviews contract that included review of access permits, utility permits, landscape permits, MOT reviews, traffic studies, PD&E studies, traffic impact studies, SMART plan studies, safety studies, pedestrian studies, and intersection/arterial analyses through interfaces such as OSP and ERC. Represented the Department in several pre-application meetings, Access Management Review Committee (AMRC) meetings, District Interchange Review Committee (DIRC) meetings, and ERC comment resolution meeting. (Contact: Jinyan Lu; Telephone: 954-470-5156; Start/End Date: 08/2016-Present).

Districtwide Signal Retiming, FDOT District 6. Project Manager for performing signal retiming on several corridors ranging from 0.5 miles to 8 miles involving 60 traffic signals in Miami-Dade County. The tasks involved evaluating existing signal timing and proposing signal timing adjustments aimed at improving travel times and reducing delays. The corridors included SR 934 from NE 7th Ave to Abbott Ave, SR 922 from Broadview Blvd to Collins Ave, SR 925 from NW 8th St to NW 1st St, SR 112 from Alton Rd to Collins Ave, and SR 25 from SR 997 to SR 932. (Contact: Jacques Defrant, PE; Telephone: 305-470-5385; Start/End Date: 01/2018-06/2019).

Pedestrian/Bicycle Safety Studies, FDOT District 4. Lead Traffic Engineer responsible for field reviews, and development of pedestrian and bicycle related recommendations for several roadway segments, intersections, and greenway crossings. Recommendations from the study included bike lanes, additional lighting, upgrading existing pedestrian features, and minor signing/pavement marking improvements. The studies also identified technology-oriented improvements such as blank-out signs (to alert turning motorists) and audio/visual feedback pushbuttons. (Contact: Jacques Defrant; Telephone: 954-777-4375; Start/End Date: 07/2013-07/2014).

Districtwide Traffic Operations Access Management, FDOT District 4. Project Engineer for this work-order based contract. Responsible for numerous data collection, field reviews, operational analysis, development of access management plans, and development of final reports. Corridor settings ranged from built-up urban to rural areas, with study lengths ranging from one to five miles. Study steps included field reviews, traffic data collection, operational analysis, crash analysis, and presentations to the District Access Management Review Committee (AMRC). (Contact: Beth Coe; Telephone: 954-777-4373; Start/End Date: 2005-2013).

High Crash Locations Preliminary Safety Review, FDOT District 6. Traffic Engineer responsible for the preliminary safety review and development of the technical report for 20 high crash segment locations within Miami-Dade County. The project included crash analysis, development of crash summary tables, expected value analysis, identification of abnormal crash patterns, probable contributing causes and potential countermeasures, and review of FDOT's work program. (Contact: Misleidys Leon; Telephone: 305-470-5335; Start/End Date: 06/2010-06/2011).

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MarQuellus Bennett, P.E.

Engineer II

Mr. Bennett has 12 years of engineering experience with a Bachelor of Science in Civil Engineering. Prior to joining CTS Engineering, Inc., Mr. Bennett spent the first 5 years of his career with the Florida Department of Transportation (FDOT). He began his career with the FDOT State Materials Office as an intern in June 2009. After obtaining his bachelor's degree he began working full-time for the State Materials Office as a Geotechnical Materials Specialist in January 2010. In August 2010, he joined FDOT District 4's Professional Engineering Trainee Program. For 18 months, Mr. Bennett rotated through all offices of FDOT including Planning and Environmental Management, Surveying and Mapping, Roadway Design, Drainage, Structures, Maintenance, Construction, Traffic Operations, Central Office, and the District and State Materials Lab. After completing the rotation portion of the Trainee Program, he split a 6-month specialization between Construction and the Drainage Department involved with Progress Meetings, Hydraulic Analysis, and Storm Sewer System Design. After completing the Trainee Program in 2012, Mr. Bennett spent 3 years as a Drainage Designer/Engineer working on the Drainage and Environmental Permitting for a variety of projects including RRR, Widening, Reconstruction, and Design Build. His duties included, storm sewer design, hydraulic analysis, hydrologic analysis, scour analysis, quality control reviews, Drainage Report development, and applying for and reviewing Environmental Permits with SFWMD, SJRWMD, ACOE, Coast Guard, and local water control districts. He also served as the Assistant Drainage Connection Permit Engineer in District 4, reviewing site development plans adjacent to state roads and issuing Drainage Connection Permits. In addition to these duties, he has also served on Technical Advisory Groups for the drainage of several projects. From 2015 to present, Mr. Bennett has served as the Project Engineer, Lead Design Engineer, Lead Drainage Engineer, and Lead Lighting Engineer for a variety of design and planning projects.

Years of Experience
12

Areas of Expertise
Roadway/Highway
Drainage
Lighting Design
Permitting

Education
Bachelor of Science in Civil Engineering, University of Florida, 2009

Master of Business Administration, Florida Atlantic University, 2015

Professional Registrations
Florida P.E. # 77954, 2014

Certifications & Training
Advanced MOT Certification, FDEP Stormwater Erosion and Sedimentation Control Inspector Training, FDOT Supervisor Academy, Certificate in Supervisory Management, AGi32 Certification, ICPR Training, HEC-RAS Training

Project Experience

SR-5 (US-1) RRR & Sidewalks Project (FPID 446107-1), FDOT District 4. Lead Drainage Engineer. Project involved milling and resurfacing and the addition of missing sidewalk gaps along SR-5 in Indian River County. This project included the redesign of drainage swales, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Analyzed and designed modifications to drainage system, drainage maps, drainage structure sheets, drainage report, storm sewer system models, and environmental permitting with SJWMD. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2020-Present).

SR-729 (State Market Road) RRR & Shoulder Widening Project (FPID 446105-1), FDOT District 4. Lead Design Engineer and Lead Drainage Engineer. Project involved milling and resurfacing and shoulder widening along SR-729 in Palm Beach County. This project also included the design of drainage ditches, hydrologic analysis, and Environmental Permitting. Utilized 3D modeling software to analyze and develop a model of the proposed RRR design and shoulder widening. In addition, analyzed and designed modifications to drainage system, drainage maps,

drainage report, storm sewer system models, and environmental permitting with EBWCD. (FDOT Contact: Thuc Le, PE; Telephone: 954-777-4552; Start/End Date: 2021-Present).

SR-932/NW 103rd Street RRR and Safety (FPIDs 434768-3/4; Contract CA323), FDOT District 6. Project Engineer. Project includes milling and resurfacing, minor widening, and signalization / signing improvements to enhance traffic maneuvers. Project also includes ADA upgrades (including curb ramps, sidewalk, and bus stop locations), enhanced signing & pavement markings, and drainage improvements. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Elsa Riverol, PE; Telephone: 305-470-5105; Start/End Date: 2019-Present).

SR-25 (US-27) Shoulder Widening and Auxiliary Lane (FPID 439939-1[Lead FM]), FDOT District 4. Lead Drainage Engineer. Project involved the addition of inside/outside shoulder, the addition/extension of auxiliary lanes and the redesign 30 median drainage ditches for 13 miles south of the Broward/Palm Beach County Line in Broward County, FL. This project included the design of drainage median ditches, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Served as the lead drainage engineer. Analyzed and designed drainage system, drainage maps, drainage structure sheets, drainage report, storm sewer system model, water quality calculations, and environmental permitting with SFWMD. (FDOT Contact: Raul Dominguez, PE; Telephone: 305-896-7812; Start/End Date: 2018-Present).

I-95 Safety (FPIDs 434273-3/4; Contract C9W21), FDOT District 4. Project Engineer. Project includes new lighting from SR-706 interchange to the CR-708 interchange. Project also includes extension of the northbound inside general-purpose lane, extension of the SR-706 exit ramps, advanced guide signs, and curve warning signs. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2017-Present).

SR-817/NW 27TH Ave Signalized Intersection Lighting from SR 9 to NW 199 St. (FPID 440175-1; Contract T6484), FDOT District 6. Lead Lighting Engineer. Project includes intersection lighting improvements at 10 intersections along SR-817 from SR 9 to NW 199th Street. Primary responsibilities included the analysis and design of intersection roadway lighting using AGI32 Lighting software, plans development, and the development of the Lighting Analysis Report. (FDOT Contact: Patrick Marchant, PE; Telephone: 305-470-5214; Start/End Date: 2017-2021).

Districtwide Safety Push Button Design Contract (FPID 431635-2; Contract C9H46), FDOT District 6. Quality Control Engineer. Contract includes push button design projects originating from Traffic Operation Studies, Requests, and Fatal Crash Report Analysis. Includes research, analysis, and vetting safety/fatal crash reports and recommendation, then completing design projects within a 6-month timeframe. Typical projects include pedestrian and multimodal improvements (including ADA upgrades), signing and pavement markings, signalization, lighting, intersection improvements, drop-off and above ground fixed object shielding, drainage improvements, and general roadway and operational improvements. Contract requires close coordination with FDOT Design, Traffic Operations, and Construction. External coordination includes Miami-Dade County Traffic & Signals and Miami Dade Transit. Primary responsibilities include quality control of the project plans. (FDOT Contact: Ramon Sierra, PE; Telephone: 305-470-5336; Start/End Date: 2014-2020).

NW 7th Avenue Complete Streets and RRR (FPID 430817-2; Contract C9G75), FDOT District 6. Lead Design Engineer. Project includes repurposing of the outside through lanes to bike lanes with on-street parking. Project also includes milling & resurfacing, ADA upgrades (including sidewalk, curb ramps, and bus stop locations), enhanced signing & pavement markings, signalization, and drainage improvements. Primary responsibilities include design of roadway aspects of the project. (FDOT Contact: Gabriel Delgado/Jason Chang, PE; Telephone: 305-470-5260; Start/End Date: 2014-2018).

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Lis R. Tolstoy, PSM

SUR Senior Surveyor I

Ms. Tolstoy, Director of our Geospatial team, is a highly motivated Professional Surveyor & Mapper with over 27 years of experience. She is well-known and trusted in the industry and always serves as a great leader on the projects she oversees. She has served as a Project Manager on multiple contracts with FDOT, and managed 200+ work orders. Ms. Tolstoy is a stickler for detail and holds her survey team to the highest of standards, ensuring that our clients receive a quality project. She is responsible for ensuring that the best practices are followed, and quality assurance goals are achieved. Ms. Tolstoy's experience has included high-pressure management roles that require the prioritization and planning of work activities to not only meet, but also exceed, productivity standards. Ms. Tolstoy's extensive experience covers the areas of design/topographic/DTM surveys, geodetic control (horizonal & vertical), boundary surveys, right-of-way control survey and mapping, maintenance and monumentation maps, As-Built Surveys, Hydrographic Surveys, Mean High-Water Surveys, 3D terrestrial/mobile LIDAR, GIS data collection – Survey 123, data conversion, GPS and georeferencing, and SQL programming.

Years of Experience
27

Areas of Expertise
Land Surveying, Mobile & Terrestrial Lidar, Survey 123

Education
BS, Land Surveying Engineering
UDELAR University, Uruguay

Professional Registrations
Professional Surveyor & Mapper, Florida, PSM #6759, 2009

Certifications & Training
FDOT Existing Features Modeling 3D Design Symposium, April 2021
FDOT Emergency Management and Damage Assessment with GIS, June 2020

Project Experience

C9Z26 DW Location Survey Consultant, FDOT District 6. Project Manager/Survey Leader. Ms. Tolstoy was responsible in managing this contract during 2020 to mid-2021, providing surveying and mapping services on this 5-year districtwide ($1.5M) General Engineering contract. Projects assigned by District 6 included the establishment of baselines, benchmarks, cross sections, topographical features, DTM, GPS, and monumentation for FDOT ROWs and control maps. On several task work orders, F.R. Aleman used mobile LiDAR to scan projects, collecting one million points of data per second and photographic images, and creating a 3D point clouds. (FDOT Contact: Zurelys C. Perez de Alejo, PSM; Telephone: 305-640-7471; Start/End Date: 06/2018-06/2021).

C9Y48 Continuing Services for Surveying, Mapping and SUE, FDOT District 4. Project Manager. F.R. Aleman provided as-needed surveying, mapping, and SUE support to District 4 on this 5-year districtwide contract ($5M). Under this contract, Ms. Tolstoy was responsible in providing miscellaneous surveying services throughout Broward, Palm Beach, Martin, Indian River, and St. Lucie Counties. The services provided included LIDAR, field surveys, historical baseline and existing right-of-way determination, GPS Surveys, topographic surveys and DTM, general land and aerial photography survey support, monumentation surveys, bathymetric surveys, utility designation and excavation including GIS files, tree surveys, maintenance of traffic, right-of-way control survey maps, right-of-way maps, maintenance maps, right-of-way monumentation maps, boundary surveys, quality assurance reviews, title search plotting maps, sketches, parcel staking, and legal descriptions. More than 60 WOs were successfully provided for about $3.4M up to today. (FDOT Contact: Roberto Chavez, PSM; Telephone: 954-777-4574; Start/End Date: 06/2018-06/2021).

C9J67 General Engineering Consultant Services - Right-of-Way Modernization Program, FDOT District 6. Project Manager. F.R. Aleman provided surveying

services on this 8.5-mile-long project in Miami-Dade County. Ms. Tolstoy was responsible for the planning and execution of the PNC/Control Survey, alignment analysis and calculation, right-of-way mapping and right-of-way monumentation. The projects included were SR 94 from SR 997 to SW 152 Avenue (2.4 Miles); SR 90 from SW 27th Ave to SR5 (3.07 Miles); SR 7 from SR 934 to NW 117 St (2.98 Miles). Under this contract, Ms. Tolstoy also managed design surveys projects, including the establishment of baselines, benchmarks, cross sections, topographical features, DTM, GPS. Mobile LiDAR was used to scan the design corridors, collecting one million points of data per second and photographic images, and creating a 3D point cloud. (FDOT Contact: X A. Negrin, PSM; Telephone: 305-470-5242; Start/End Date: 06/2017-07/2020).

C9F94 DW Construction Engineering Inspection Consultant Surveys, FDOT District 6. Senior Project Surveyor. The purpose of this multi-task CEI contract was to provide services to verify both existing pre-construction and post-construction conditions, to ensure design criteria was met by the contractors. As a Prime consultant, F.R. Aleman provided survey and mapping support to the District. This task work order contract involved field surveys for construction projects, including re-establishment of survey baselines, control points, benchmarks, drainage surveys and bridge data, original and final cross-sections, and mast arm bearings, among other scopes. (FDOT Contact: Isaac Wynn, FCCM; Telephone: 305-640-7438; Start/End Date: 04/2016-02/2019).

CA603 Mobility Improvements at Dykes Road; 196th Avenue and NW 10th Street, FDOT District 4. Senior Surveyor. The project consisted of 6 Miles of milling, resurfacing, and restriping two existing 12-feet lanes and 4-feet paved shoulder to provide two 11-feet lanes and a 4-feet bike lane (with 2-feet buffer) in both directions along an off-system road. The project also consisted of providing appropriate signing according to MUTCD. Services provided were Horizontal & Vertical control, XYZ for 140 aerial targets, 3D Topographic and DTM along obscure areas, cross sections check, collect drainage structures, RW and Baseline analysis, 45 VVHs including the verified utility table. (FDOT Contact: Roberto Chavez, PSM; Telephone: 954-777-4574; Start/End Date: 11/2019-03/2021).

Design Services for SR 15 from S of Morgan Road to S of Shirley Drive Project, FDOT District 4. Right-of-Way Specialist/ Survey Leader. Ms. Tolstoy served as the Right-of-Way Specialist and Survey Leader for this complete design survey that combined ground survey with aerial photography. Survey included recovering the historical baseline and determining the right-of-way lines along the entire corridor. 35 Vacuum Excavation Test Holes (VVHs) were performed to confirm the Horizontal and Vertical Locations of underground utilities in conflict with proposed improvements in Pahokee, Palm Beach County. Survey of VVHs targets, including table of verified utilities, were prepared and provided under F.R. Aleman. (FDOT Contact: Jeffrey D. Smith, PSM; Telephone: 954-777-4560; Start/End Date: 10/2017-08/2018).

Lyons Road from S of C-14 Canal to Sawgrass Expressway, FDOT District 4. Project Surveyor. This project involved an off-system MPO bicycle and sidewalk 5-mile mobility project that required the widening of the existing pavement between 4 and 7 feet to add bike lanes. Ms. Tolstoy was the Project Surveyor and led the recovery of the historical baseline of survey and right-of-way line for this design project. The scope included horizontal and vertical control, recovering the historical baseline of survey, preparing PNC sheets, ground survey support for the topographic/DTM survey, and providing underground utility survey. (FDOT Contact: Jeffrey D. Smith, PSM; Telephone: 954-777-4560; Start/End Date: 12/2016-06/2019).

Broward Mobility Project, Miramar/Hollywood, FDOT District 4. Right-of-Way Specialist and Survey Leader. Ms. Tolstoy served as the Right-of-Way Specialist and Survey Leader for this 6-mile design project providing ground survey support, including obtaining right-of-way lines for two corridors. The scope included establishing horizontal and vertical control, re-establishing the historical baseline of survey, preparing PNC sheets, providing ground survey for the topographic/DTM survey, and providing underground utility survey. (FDOT Contact: Jeffrey D. Smith, PSM; Telephone: 954-777-4560; Start/End Date: 01/2017-08/2018).

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Bildworx Design
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Sima Azar, MSEE

President, Bildworx Design

- B.S. Electrical Engineering
- M.S. Electrical Engineering
- SAE General Management and Leadership Program Certificate, 2014

SUMMARY

Sima Azar is an electrical engineer with a Master's degree in electrical engineering and over 20 years of multi-industry experience. Sima has worked as an engineer designing and developing electrical and control systems for industrial facilities. She has managed global engineering departments for a number of companies, including small and Fortune 100 firms. Sima has led teams and managed projects across multidisciplinary scopes of electrical, mechanical, software, and industrial engineering. Sima launched Bildworx Design with the collaboration of an experienced group of Professional Engineers and designers in the architectural engineering industry. Bildworx Design provides engineering consulting services, including Mechanical, Electrical, Plumbing (MEP) engineering, specialty lighting design, and technology systems design.

WORK EXPERIENCE

President, Bildworx Design

Owner and manager of Bildworx Design specializing in Mechanical, Electrical, Plumbing (MEP) engineering, Specialty Lighting Design, and Technology Systems Design. Provide leadership and control over all business operations. Generate business development opportunities with focus on building strong relationships with our clients. Perform project management, engineering quality control, and construction administration. Manage engineering resources and contract negotiations.

Sample firm projects include:

- Broward Sheriff's Office Public Safety Building Renovations
- City of Margate New Sports Park Construction
- City of Sunrise Civic Center HVAC and Fire Alarm Evaluation and Redesign
- City of Boca Raton Traffic Engineering Division Renovations

Manager – Global Reengineering, American Express

Applications Engineering Manager, A&D Technology

Manager – Controls Engineering, Revolutionary Engineering

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Raji Sayegh, P.E.

Principal / Electrical Engineer, Bildworx Design

- B.S. Electrical Engineering
- PE Professional Engineer FL License # 78700
- BICSI Registered Communications Distribution Designer (RCDD)
- BICSI Data Center Design Consultant (DCDC)
- NCQLP Lighting Certified Engineer (LC)
- USGBC LEED AP

SUMMARY

Raji Sayegh, P.E. has over 20 years of electrical engineering consulting experience across various disciplines of architectural engineering design. He has managed and led the design on multimillion-dollar projects spanning industries from commercial and industrial, to aerospace and aviation. Besides being a licensed PE, Raji Sayegh also holds a number of specialty design certifications including Lighting Certified (LC) engineer and Registered Communications Distribution Designer (RCDD). His background encompasses high and low voltage power, normal and emergency power, lighting, fire alarm, telephone, television, public address, security, lightning protection, environmental control and building management for residential, commercial, institutional and industrial buildings.

WORK EXPERIENCE

- **Principal Electrical & Systems Engineer, Bildworx Design, LLC**
- Principal Consultant, Ross & Baruzzini
- Director of Electrical Engineering, Wolfberg Alvarez
- Industrial Project Manager, BRPH Companies
- Senior Electrical/Systems Engineer, IBI Group
- Senior Electrical/Systems Engineer, Ghafari Associates
- Senior Electrical & Controls Engineer, Spectrum Engineering Solutions
- Electrical Engineer, Dar Group Consultants

SAMPLE PROJECTS

- Broward Sheriff's Office Public Safety Building Renovations
- Tamarac City Hall Building Lighting Design
- City of Margate New Sports Park
- City of Sunrise Civic Center Fire Alarm System Design
- City of Boca Raton Water Utilities Plant Multiple Building Renovations
- Delray Beach Old School Square Crest Theater Renovations

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Michael Bassford, P.E.

Mechanical Engineer

- M.S. Mechanical Engineering
- B.S. Aerospace Engineering
- PE Professional Engineer FL License # 57390

SUMMARY

Michael Bassford, P.E. has over 25 years of experience in mechanical engineering design and project management encompassing HVAC, plumbing, and fire protection systems. Michael possesses expert knowledge of codes and regulations and has a wide range of design experience in public sector, commercial, residential, manufacturing, and institutional facilities. Michael emphasizes the importance of having excellent communication and developing relationships with clients.

WORK EXPERIENCE

- **Michael Bassford, P.E. Engineering**
- Lead Mechanical Engineer, Thompson & Youngross Engineering Consultants
- Primary Mechanical Engineer, Global Engineering Consultants, Inc.

SAMPLE PROJECTS

- City of Sunrise Civic Center HVAC System Design
- City of Boca Raton Water Utilities Plant Buildings 27 and 48 Renovations
- North Lauderdale Water Plant Chlorination Bay
- City of Margate New Sports Park
- City of Sunrise Village Beach Club
- City of Coral Springs Public Works Utilities Buildings 1 and 3
- City of Boca Raton Traffic Engineering Division Renovations

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MARK JOHNSON, PE, PRINCIPAL

Principal-In-Charge, Structural Engineer

JOHNSON STRUCTURAL GROUP

FEMA Urban Search and Rescue FL-TF2 Structures Specialist

Mark Johnson is an award-winning Structural Engineer with more than 28 years of experience in the design of all aspects of new and renovated structures including commercial, educational, multi-family housing, industrial, and mixed-use facilities with extensive experience in the design of steel, concrete and wood.

Mark is responsible for all phases of structural design from schematic through project administration. He has managed the design of over 1,500 notable projects throughout the Southeast, with twenty-two of these recognized by the Tilt-Up Concrete Association as award winning designs. He has been recognized by his peers with the "Engineer of the Year" award in 2010. He serves on various Boards and is past President of the Florida Structural Engineering Association - Palm Beach Branch.

Education

Bachelor of Science-Architectural/Structural Engineering
University of Colorado, Boulder
Graduated with Honors, Tau Beta Pi

Registrations

FL Registered Professional Engineer: 51983

Registered in 6 Other States

REPRESENTATIVE PROJECTS

- Fort Lauderdale Fire Stations 49 and 54
- Broward Convention Center Criteria Package
- Broward County Transit Support Building, Pompano Beach, FL
- Broward County Wind Mitigation, Fort Lauderdale, FL
- Max Planck Florida Institute, Jupiter, FL
- Pembroke Shores YMCA, Pembroke Pines, FL
- Quantum Marine Engineering of Florida, Hollywood, FL
- City of Margate Sports Park, Margate, FL
- Community Services Facility, City of Key West, FL
- Hollywood YMCA Renovations, Hollywood, FL
- Lauderhill Mall Transit Center, Lauderhill, FL
- Miramar Youth Enrichment Center, Miramar, FL
- FAU Innovation Village, Boca Raton, FL
- FAU Heritage Park Towers, Boca Raton, FL
- FAU Glades Park Towers , Boca Raton, FL
- FAU Parliament Hall, Boca Raton, FL
- FIU Bayview Student Living, Biscayne Bay, FL
- Aventura High School, Aventura, FL
- Over 20 Hotel Projects
- Village of Windsor Assisted Living Facility, Lake Worth, FL
- Over 50 Automobile Dealership Projects including Rick Case VW in Weston and Ferrari Dealership in West Palm Beach

Our Office

160 West Camino Real
Suite 1000
Boca Raton, FL 33432

Contact Us

Phone: 561-982-8999

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Federal Engineering & Testing, Inc.

KEITH JOHN LEBLANC, PE

President and Senior Geotechnical Engineer

Mr. LeBlanc is the Company Qualifier, reviewing all Company Reports, Foundation/Soils Engineering, Contamination Assessment Reports, Conducting Environmental Phase I & II Audits, Asbestos Sampling & Supervision, Structural Masonry Inspections, Conducting and Preparing Geotechnical Investigations, Structural Inspections and Special Inspector.

EDUCATION

University of Southwestern Louisiana
Achievement-Degree/B.S. Petroleum Engineering

National Institute for Storage Tank Management Achievement-Metro Dade DERM & FDER Continuing Education

Earthwork Instrumentation
Achievement - Troxler Nuclear Gauge Certification

Federal Engineering and Testing
Nuclear Gauge Refresher

American Concrete Institute
Concrete Strength Testing Technician

American Concrete Institute
Achievement-Certified Concrete Technician Grade I

University of Wisconsin
Achievement-In-Situ Soil Remediation Techniques for Contaminated Soils

Federal Engineering and Testing
Refresher HAZMAT per 49LFR 172.704

REPRESENTATIVE PROJECTS

City of Pompano Beach-Reuse System NE Expansion (Phase I)
Pompano Beach, FL

Performed QC laboratory and field testing on pipe backfill in roadways as well as sidewalk and curb repairs.

Broward County-NW 38th Street Improvements (LAP Project)
Broward County

Performed laboratory and field testing on road widening and sidewalk improvements, as well as asphalt paving monitoring inspections. Acted as QC lab for the contractor.

Broward County-Martin Luther King Jr. Blvd. Improvements (LAP Project)
Broward County, FL

Performed laboratory and field testing on road improvements. Acted as verification lab for the CEI.

City of Hollywood Montella Park Restroom
Hollywood, FL

Performed subsoil investigation for proposed bathroom building.

City of Tamarac-Swim Center Annex Park
Tamarac, FL

Performed subsoil investigation for proposed pavilion and pedestrian bridge.

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Federal Engineering & Testing, Inc.

SVEN JETZKEWITZ

Operations Manager

Mr. Jetzkewitz oversee all activities of field technicians. He oversees and perform: Roof Uplift Testing, Soil Testing/Drilling, Concrete Testing, Field Inspections, Environmental Assessments, Sample Collection, Writing of Preliminary Reports, Oversees lab and all tests performed including: LBR Testing, Proctor and Organic Testing, and Sieve Analysis, Subsurface Investigation. Does all project estimating and management for the company.

EDUCATION

Broward College
Associates of Arts Degree in Computer Science & Engineering

REGISTRATIONS

State of Florida
DBPR Commercial Building Inspector License (Lic. # BN6643)

CERTIFICATIONS

Tom Foster Working Leadership Series, 2007 Achievement – Certificate in Management

Construction Training Qualification Program
Achievement – Earthwork Construction Inspector – Level 1

Achievement – Earthwork Construction Inspector – Level 2

Achievement – Aggregate Base Testing Technician

Achievement – Aggregate Testing Technician

Achievement – LBR Technician

Achievement – Qualified Sampler Technician

Achievement – Concrete Field Technician – Level 1

Achievement – Concrete Lab Technician – Level 1

REPRESENTATIVE PROJECTS

- FDOT Project #229812-3-52-01 Field/Lab Tech Earthwork/Concrete/Lab
- FDOT Project #416878-1-52-01 Field/Lab Tech Earthwork/Concrete/Lab
- FDOT Project #420809-3-52-01 Lab Tech Concrete/Lab
- FDOT Project #421684-1-52-01 Field/Lab Tech Earthwork/Concrete/Lab
- FDOT Project #422910-1-52-01 Field/Lab Tech Earthwork/Concrete/Lab
- FDOT Project #423002-1-52-01 Field/Lab Tech Earthwork/Concrete/Lab
- FAA – FLL Intl. Airport Runway Field/Lab Tech Earthwork/Concrete/Lab
- Sheridan Street Rd. Widening Field/Lab Tech Earthwork/Concrete/Lab
- Alexan @ Plantation Field/Lab Tech Earthwork/Concrete/Lab
- Everglades Mitigation Bank Ph. 2 Env. Inspector Turbidity Testing
- Monterra Field/Lab Tech Earthwork/Concrete/Lab

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GLOBAL THINKING, LOCALLY MINDED.

3501 Griffin Road, Fort Lauderdale, FL 33312 · 954.266.2700 · WWW.SALTZMICHELSON.COM

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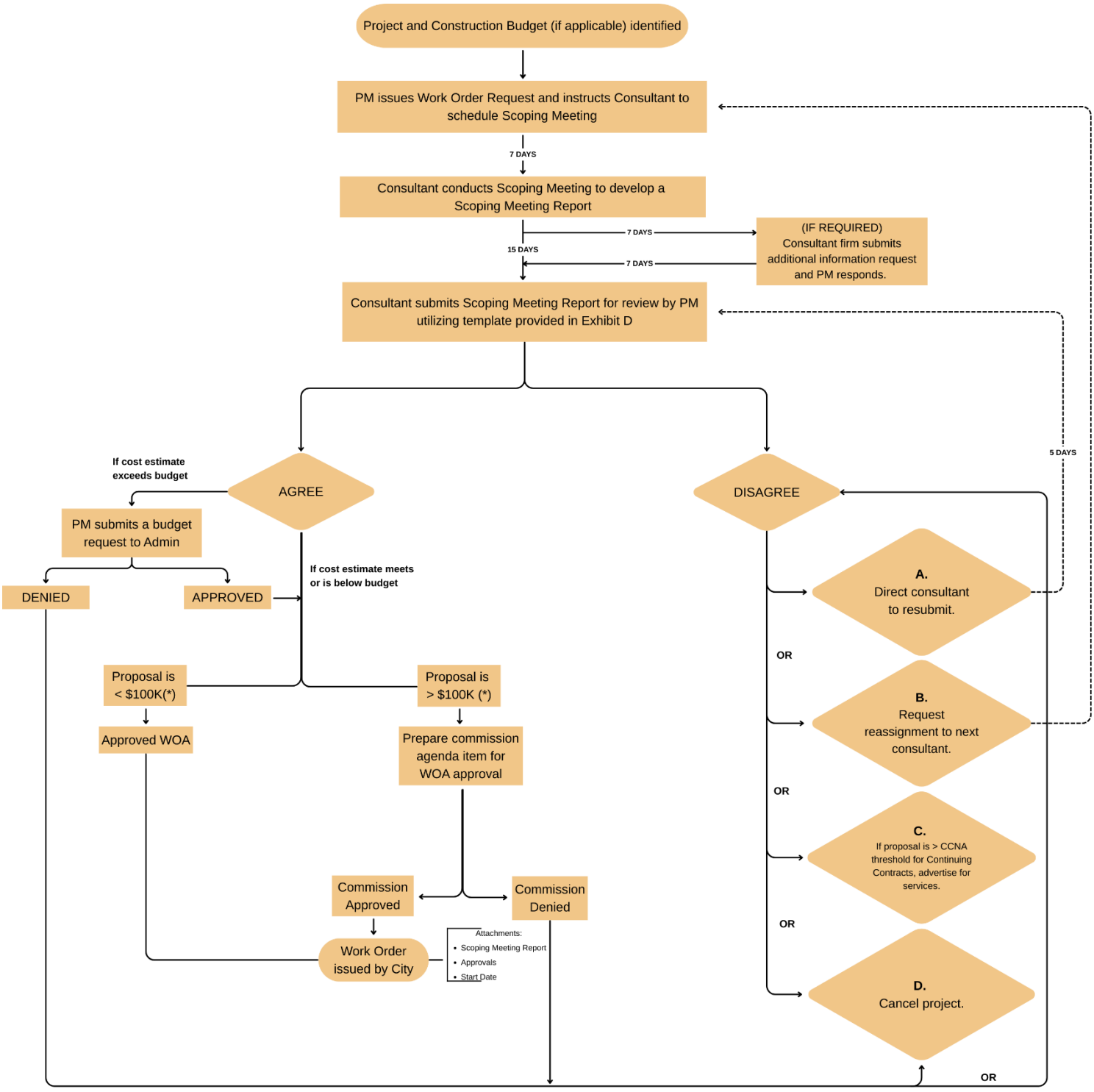
Exhibit C

Work Order Assignment Process



*Note: The thresholds for Commission Approval are referenced from Chapter 35 of the City's Procurement Code of ordinances and are subject to change

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Scoping Meeting Report Template

Project Name:

Work Order Request No.: (*Provided by the CITY*)

Consultant Name:

Consultant Address:

Consultant Project Manager:

Date of Scoping Meeting:

Project Location / Address: *(Include Facility or Property Name and Address)*

City Department:

City Project Manager:

Communication Matrix: *(Provide contact information for primary and secondary representatives of the City, Consultant, and Sub-Consultants. Include name, title, email, and phone number for each.)*

PROJECT DETAILS:

1. PROJECT UNDERSTANDING *(Briefly describe the Project needs, goals, and background. Summarize the proposed approach and services to be provided by the CONSULTANT)*

2. SCOPE OF SERVICES *(Outline the specific professional services and tasks to be performed. Tasks may vary depending on project type. This section does not include the effort necessary to develop the detailed Scope of Services and Estimate of Probable Construction Cost.)*

   Task 1 – Data Collection (*Ex: site visits, needs assessment, geotechnical/survey/traffic counts/etc*)
   Task 2 - Project Management
   Task 3 – Planning
   Task 4 - Development of Project Deliverables (such as Design (30%/60%/90%/100%), Surveying and Mapping Documents, Estimate of Probable Construction Costs, technical studies, testing reports, modeling results, or other discipline-specific documentation)
   Task 5 – Permitting Assistance (*if applicable*)
   Task 6 – Procurement/Solicitation Assistance (*if applicable and requested by City*)
   Task 7 - Construction Administration(*if applicable and requested by City*)

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EXHIBIT D

3. PROJECT SCHEDULE (*Provide anticipated completion dates for each Task and key milestone, consistent with the Project Schedule requirements in Section 2.15 of the Agreement and inclusive of all CITY and Outside Regulatory Agency review periods.*)

4. OPINION OF PROBABLE CONSTRUCTION COST (*If applicable, Provide the CONSULTANT's preliminary Opinion of Probable Construction Cost based on conceptual scope and assumptions available at the time of the Scoping Meeting. This value is intended for planning purposes only and is subject to refinement as project details develop.)*

5. SUBCONSULTANTS (*List all Sub-Consultants participating in the Project. Identify any Sub-Consultants not previously listed in Exhibit B and provide justification for their addition, consistent with Article 3.10 of the Agreement.*)

6. CITY FURNISHED DOCUMENTS & DATA (*Identify surveys, drawings, reports, or other materials to be provided by the CITY in accordance with Article 5 of the Agreement.)*

7. MEETINGS AND SITE VISITS – *(List the anticipated number and type of Project Meetings and Site Visits and identify the expected participants.)*

8. COMPENSATION *(Provide a detailed fee proposal by Task in accordance with the Labor Rates established in Exhibit E and the approved Method of Compensation (Hourly Not-to-Exceed, Lump Sum, or Milestone-Based). Include a summary of estimated hours, direct labor costs, and any Reimbursable Expenses authorized per Section 3.18.)*

9. SERVICES NOT INCLUDED – *(List any services excluded from the Scope of Services. Any additional services shall be performed only through a Supplemental Work Order as defined in Section 2.21)*

10. ADDITIONAL SERVICES - *(Identify any potential additional services that may be required based on project conditions, to be negotiated and authorized separately.)*

11. SPECIAL CONSIDERATIONS/NOTES/ASSUMPTIONS *(Provide comments, observations, or special considerations relevant to the Project. Note any assumptions used in preparing the proposal.)*

12. OTHER INFORMATION *(Include any other data, materials, or methods the CONSULTANT plans to utilize in connection with performing services under this Work Order.)*

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Exhibit "E"

Saltz

RFQ # PSPW-23-20 - CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping

Awarded Discipline(s)
F - General Architectural

City of Pembroke Pines Standard Rates
Effective January 1, 2026

Labor Category	Description	UOM	Rates
Principal Architect for Discipline(s) F: *F - General Architectural Services*	Corporate Officer, Department Head or Practice Manager Registered Architect	Hour	$ 285.00
Administrative	Clerical Assistance	Hour	$ 75.00
Principal Architect	15+ years experience as a Registered Architect	Hour	$ 250.00
Senior Architect	10-15 years experience as a Registered Architect	Hour	$ 170.00
Project Architect	5-10 years experience as a Registered Architect	Hour	$ 150.00
Staff Archtect	1-5 years experience as a Registered Architect	Hour	$ 125.00
Architect Intern	Ongoing NCARB Intern Development Program participant	Hour	$ 100.00
Architectural Designer/CADD	Degreed Individual without NCARB or RA status.	Hour	$ 90.00

Notes:

Reimbursable Expenses - Please see Section 3.16 regarding Reimbursable Expenses.

Sub-Consultant Rates - Sub-Consultant labor rates are not established by this rate sheet. All Sub-Consultant rates shall be submitted with each Work Order for the CITY's review and written approval prior to issuance and acceptance of the applicable Work Order.

Additional Positions or Services: Positions or services within the disciplines awarded under this Agreement that are not specifically listed in this rate sheet may be proposed on a Work Order–specific basis and shall be subject to the CITY's review and written approval prior to issuance and acceptance of the applicable Work Order.

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID:	25-2093	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	10/29/2025
Short Title:	Negotiated Continuing Contracts for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping"			**Final Action:**	01/21/2026

Title: MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACTS PURSUANT TO THE AWARD OF RFQ # PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING", IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), WITH THE FOLLOWING RANKED CONSULTANTS FOR EACH TRADE AS LISTED BELOW:

TRADE A: GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) CARNAHAN, PROCTOR AND CROSS
3) CRAVEN, THOMPSON & ASSOCIATES, INC.
4) CTS ENGINEERING, INC.
5) CPH, LLC.

TRADE B: MEP ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) SGM ENGINEERING, INC.
3) CPH, LLC.

TRADE C: GEOTECHNICAL SERVICES
1) UNIVERSAL ENGINEERING SCIENCES, INC.
2) MARLIN ENGINEERING, INC.
3) KIMLEY HORN AND ASSOCIATES, INC.

TRADE D: STRUCTURAL ENGINEERING SERVICES
1) KIMLEY HORN AND ASSOCIATES, INC.
2) CPH, LLC.
3) R.J. BEHAR & COMPANY, INC.

TRADE E: LAND SURVEYING SERVICES
1) MILLER LEGG

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2) AVIROM & ASSOCIATES, INC.
3) CRAVEN, THOMPSON & ASSOCIATES, INC.

TRADE F: GENERAL ARCHITECTURAL SERVICES
1) SALTZ MICHELSON ARCHITECTS
2) CPZ ARCHITECTS, INC.
3) SYNALOVSKI ROMANIK SAYE, LLC.
4) R.E. CHISHOLM ARCHITECTS, INC.

TRADE G: LANDSCAPE ARCHITECTURE SERVICES
1) MILLER LEGG
2) KIMLEY HORN AND ASSOCIATES, INC.
3) CRAVEN, THOMPSON & ASSOCIATES, INC.

TRADE H: HYDRO-GEOLOGICAL SERVICES
1) CTS ENGINEERING, INC
2) CPH, LLC.

TRADE I: FDOT ROADWAY ENGINEERING SERVICES
1) MARLIN ENGINEERING, INC.
2) CALTRAN ENGINEERING GROUP, INC.
3) CTS ENGINEERING, INC.

***Agenda Date:** 01/21/2026

Agenda Number: 12.

Internal Notes:

Attachments: 1. CAO Memo # 2025-036 CCNA Update, 2. Avirom_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 3. Caltran_Engineering_Group,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 4. Carnahan,_Proctor_&_Cross,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 5. CPH CONSULTING, LLC - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 6. CPZ ARCHITECTS, INC. - CCNA Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 7. Craven,_Thompson_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 8. CTS_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 9. KIMLEY-HORN AND ASSOCIATES, INC. - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 10. Marlin_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 11. Miller,_Legg_&_Associates,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.3) with Exhibits B&E, 12. R.J. BEHAR & COMPANY, INC. - Continuing Professional Services Agreement (VE)1 with Exhibits B&E, 13. SALTZ MICHELSON ARCHITECTS, INC. - Continuing Professional Services Agreement - (VE)1 with Exhibits B&E, 14. SGM_Engineering,_Inc._-_CCNA_PSPW-23-20_Agreement_(v.2) with Exhibits B&E, 15. SYNALOVSKI ROMANIK SAYE, LLC - Continuing Professional Services Agreement - (VE)1 with Exhibits B&E, 16. UES PROFESSIONAL SOLUTIONS, LLC fka GFA INTERNATIONAL, INC (dba UES)- CCNA Agreement (VE)1 with Exhibits B&E, 17. R.E. CHISHOLM ARCHITECTS, INC. - Continuing Professional Services Agreement with Exhibits B&E, 18. Exhibit A - RFQ #

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PSPW-23-20 - Citywide Professional Service Providers, 19. Exhibit C - Work Order Assignment Flowchart, 20. Exhibit D - Scoping Meeting Report Template, 21. City of Pembroke Pines Standard Labor Rates for all Disciplines

Related Files:

1	City Commission	01/21/2026	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Hernandez, Commissioner Good Jr., Commissioner Rodriguez, and Commissioner Schwartz

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $100,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).

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- F.S. Section 287.055(2)(a) defines Professional services as "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

- F.S. Section 287.055(2)(f) states "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

- F.S. Section 287.055(3)(a)(1) states "Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO ($35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."

- F.S. Section 287.055(2)(g) states:
(1) "A "continuing contract" is a contract for any of the following:
a. Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed $7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;
b. Study activity if the fee for professional services for each individual study under the contract does not exceed $500,000; or
c. Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
(2) Firms providing professional services under continuing contracts may not be required to bid against one another."

Note - Effective July 1, 2025, as published on the Department of Management Services (DMS) website, the threshold for the estimated construction cost of each individual

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project under a continuing contract has been increased from $7.5 million to $7,725,000, in accordance with Section 287.055(2)(g), Florida Statutes.

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $100,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. January 17, 2024, the City Commission authorized the advertisement of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping", which was advertised on January 23, 2024, for the following services:

- General Civil and Environmental Engineering Service,
- MEP Engineering Services,
- Geotechnical Services,
- Structural Engineering Services,
- Land Surveying Services,
- General Architectural Services,
- Landscape Architecture Services,
- Hydro-Geological Services, and
- FDOT Roadway Engineering Services

2. The purpose of this solicitation was to seek qualification statements from qualified firms, in order to enter into Continuing Contract(s) for various Professional Service Disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

3. On February 19, 2025, the City Commission approved the findings and recommendations of the Evaluation Committee for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping" and approved for the City to negotiate contracts for services, in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with all pre-qualified consultants in their category ranking order, per trade.

4. The City's Administration was able to negotiate continuing contracts with the qualified firms, which includes standardized labor categories with clear descriptions and requirements for each position, along with standardized rates which staff determines is fair and reasonable for the

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awarded disciplines.

** Please note that all sixteen (16) consultants have executed the attached agreements.*

Trade A: General Civil and Environmental Engineering Services
1) Kimley Horn and Associates, Inc.
2) Carnahan, Proctor and Cross
3) Craven, Thompson & Associates, Inc.
4) CTS Engineering, Inc.
5) CPH, LLC.

Trade B: MEP Engineering Services
1) Kimley Horn and Associates, Inc.
2) SGM Engineering, Inc.
3) CPH, LLC.

Trade C: Geotechnical Services
1) Universal Engineering Sciences, Inc.
2) Marlin Engineering, Inc.
3) Kimley Horn and Associates, Inc.

Trade D: Structural Engineering Services
1) Kimley Horn and Associates, Inc.
2) CPH, LLC.
3) R.J. Behar & Company, Inc.

Trade E: Land Surveying Services
1) Miller Legg
2) Avirom & Associates, Inc.
3) Craven, Thompson & Associates, Inc.

Trade F: General Architectural Services
1) Saltz Michelson Architects
2) CPZ Architects, Inc.
3) Synalovski Romanik Saye, LLC.
4) R.E. Chisholm Architects, Inc.

Trade G: Landscape Architecture Services
1) Miller Legg
2) Kimley Horn and Associates, Inc.
3) Craven, Thompson & Associates, Inc.

Trade H: Hydro-Geological Services
1) CTS Engineering, Inc
2) CPH, LLC.

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Trade I: FDOT Roadway Engineering Services
1) Marlin Engineering, Inc.
2) Caltran Engineering Group, Inc.
3) CTS Engineering, Inc

5. The term of the continuing contracts shall be for an initial three-year period and may be renewed for up to two additional three-year periods, upon mutual written agreement of the parties.

6. In lieu of establishing a maximum contract value, Administration proposes to present every work authorization, under these continuing contracts, in excess of the threshold ($100,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, to the Commission for approval.

7. Request City Commission to approve the negotiated continuing contracts pursuant to the award of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping", in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with the ranked consultants for each of the trades.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. Staff proposes to present every work authorization, under these continuing contracts, in excess of the threshold ($100,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, as may be amended from time to time, to City Commission for approval.
b) Amount budgeted for this item in Account No: When specific projects are identified, the appropriate budgets and accounts will be utilized.
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 6.

File ID:	24-1132	**Type:**	Bid	**Status:**	Passed as amended
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	11/21/2024
Short Title:	Approve Eval Recommendation to Award RFQ # PSPW-23-20 “CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)”			**Final Action:**	02/19/2025

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATIONS OF THE EVALUATION COMMITTEE FOR RFQ # PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL SERVICE PROVIDERS ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING" AND TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SERVICES, IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), WITH THE HIGHEST RANKED VENDOR PER TRADE AS LISTED BELOW:

TRADE A: GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE B: MEP ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE C: GEOTECHNICAL SERVIES - UNIVERSAL ENGINEERING SCIENCES, INC
TRADE D: STRUCTURAL ENGINEERING SERVICES - KIMLEY HORN AND ASSOCIATES, INC
TRADE E: LAND SURVEYING SERVICES - MILLER LEGG
TRADE F: GENERAL ARCHITECTURAL SERVICES - SALTZ MICHELSON ARCHITECTS
TRADE G: LANDSCAPE ARCHITECTURE SERVICES - Miller Legg
TRADE H: HYDRO-GEOLOGICAL SERVICES - CTS ENGINEERING, INC
TRADE I: FDOT ROADWAY ENGINEERING SERVICES - MARLIN ENGINEERING, INC

***Agenda Date:** 02/19/2025

Agenda Number: 6.

Internal Notes:

Attachments: 1. PSPW-23-20 Bid Tab, 2. 09 09 2024 Evaluation Draft Minutes RFQ PSPW 23-20 CCNA, 3. 10

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15 2024 Evaluation Draft Minutes RFQ #PSPW 23-20 CCNA, 4. 10 22 2024 Evaluation Draft Minutes RFQ #PSPW 23-20 CCNA, 5. Kimley Horn and Associates, Inc - Bid Submittal, 6. Universal Engineering Sciences, Inc - Bid Submittal, 7. Miller Legg - Bid Submittal, 8. Saltz Michelson Architects - Bid Submittal, 9. CTS Engineering, Inc - Bid Submittal, 10.Marlin Engineering, Inc - Bid Submittal, 11. RFQ # PSPW-23-20 Citywide Professional Service Providers

Related Files:

1	City Commission	02/19/2025	amend	Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Schwartz, to amend the motion to accept all of the companies in each of the trades. The motion carried by the following vote:

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

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- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).

- F.S. Section 287.055(2)(a) defines Professional services as "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

- F.S. Section 287.055(2)(f) states "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

- F.S. Section 287.055(3)(a)(1) states "Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO ($35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."

- F.S. Section 287.055(2)(g) states "A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or

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services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 17, 2024, the City Commission authorized the advertisement of RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping", which was advertised on January 23, 2024.

2. The purpose of this solicitation was to seek qualification statements from qualified firms, in order to enter into Continuing Contract(s) for various Professional Service Disciplines that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

Services may include, however are not limited to:

- General Civil and Environmental Engineering Service,
- MEP Engineering Services,
- Geotechnical Services,
- Structural Engineering Services,
- Land Surveying Services,
- General Architectural Services,
- Landscape Architecture Services,
- Hydro-Geological Services, and
- FDOT Roadway Engineering Services

3. On February 27, 2024, the City opened twenty-five (25) proposals from the following vendors (in order of bids received):

Vendor Names
Avirom & Associates, Inc
Longitude Surveyors, LLC (Marketing Manager)
Universal Engineering Sciences, Inc
JSA Group, Inc
Caltran Engineering Group, Inc
Carnahan, Proctor and Cross
HSQ Group, LLC
Craven, Thompson & Associates, Inc
CTS Engineering, Inc
Control Point Associates FL, LLC
McKim & Creed, Inc
R.J. Behar & Company, Inc

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Miller Legg & Associates, Inc
CPH Consulting, LLC
ACAI Associates, Inc
Saltz Michelson Architects, Inc
R.E. Chisholm Architects , Inc
Chris P. Zimmerman, AIA - CPZ Architects
Kimley Horn and Associates, Inc
SGM Engineering, Inc
Synalovski Romanik Saye, LLC
The Tamara Peacock Company Architects of Florida, Inc
BEA Architects, Inc
SRS Engineering, Inc
Marlin Engineering, Inc

4. On September 9, 2024, the City convened an evaluation committee that was tasked with selecting, in order of preferences, no less than three (3) firms per trade deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the evaluation committee evaluated the qualifications of the proposers based on the weighted criteria listed below:

- Adequacy of Personnel / Ability of Professional Personnel (25 points)
- Past Record / Past Performance (25 points)
- Capabilities (25 points)
- Experience (of the firm or individual) (25 points)

5. At the September 9, 2024, meeting, the evaluation committee short listed the following vendors per trade.

Trade A: General Civil and Environmental Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	6	1
CPH, LLC	15	2
Carnahan, Proctor and Cross	21	3
CTS Engineering, Inc	23	4
Craven, Thompson & Associates, Inc	23	5

Trade B: MEP Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	8	1
SGM Engineering, Inc	9	2
CPH, LLC	14	3

Trade C: Geotechnical Services

Vendor	Total	Rank
Universal Engineering Sciences, Inc	6	1

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Synalovski Romanik Saye, LLC	15	2
R.J. Behar & Company, Inc	17	3

Trade D: Structural Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	5	1
R.J. Behar & Company, Inc	12	2
CPH, LLC	15	3

Trade E: Land Surveying Services

Vendor	Total	Rank
Miller Legg	11	1
Craven, Thompson & Associates, Inc	14	2
Avirom & Associates, Inc	19	3

Trade F: General Architectural Services

Vendor	Total	Rank
ACAI Associates, Inc	12	1
Saltz Michelson Architects	12	2
Synalovski Romanik Saye, LLC	13	3
CPZ Architects, Inc	17	4
R.E. Chisholm Architects, Inc	25	5

Trade G: Landscape Architecture Services

Vendor	Total	Rank
Miller Legg	8	1
Craven, Thompson & Associates, Inc	11	2
Kimley Horn and Associates, Inc	12	3

Trade H: Hydro-Geological Services

Vendor	Total	Rank
CTS Engineering, Inc	6	1
CPH, LLC	6	2

Trade I: FDOT Roadway Engineering Services

Vendor	Total	Rank
Caltran Engineering Group, Inc	11	1
Marlin Engineering, Inc	11	2
CTS Engineering, Inc	13	3

These vendors were notified to attend the second meeting which included presentation by the vendors with questions from the Committee. The second meeting was split into two days of presentations.

Day 1 of presentations was scheduled on October 15, 2024, for Trades B, D, F, and G.

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Day 2 of presentations was scheduled on October 22, 2024, for Trade A, C, S, H and I.

6. On Friday, October 11, 2024, Acai Associates, Inc. emailed the Procurement Department to withdraw from the evaluation. They informed the Procurement Department that they ceased operations earlier that year.

Acai Associates, Inc. was shortlist for Trade F: General Architectural Services which was scheduled for presentations on Tuesday October 15, 2024. Because the notice was received outside of normal business hours, the Procurement Department did not receive the withdrawal until Monday October 14, 2024, the day before the presentation. Because of such a short notice, the evaluation committee was presented the option to reschedule the evaluation committee or reduce the short list from five (5) vendors to four (4) vendors. On October 15, 2024, the evaluation committee made a motion to short list Trade F: General Architectural Services to four (4) vendors and to continue with the presentations as scheduled.

7. On Wednesday October 16, 2024, R.J. Behar withdrew from Trade C: Geotechnical Services and stated they did not intend to be considered for this trade. On October 21, 2024 Synalovski Romanik Saye, LLC also withdrew from Trade C stating they have a conflict that cannot be resolved.

Because R.J. Behar had withdrawn with notice, the Procurement Department reached out to next highest ranked vendors, Marlin Engineering, Inc., Kimley Horn and Associates, Inc., and CTS Engineering, Inc. to inform them of the possibility that the evaluation committee may make a motion to short list them to present for Trade C as well. All three vendors were scheduled to present October 22, 2024, for other trades so they agreed to be prepared in the event they would be called on to present for Trade C.

On October 22, 2024 the evaluation committee made a motion to accept the withdrawal of R.J. Behar and Synalovski Romanik Saye, LLC and to replace them with the next highest ranked vendors Marlin Engineering, Inc. and Kimley Horn and Associates, Inc.

8. The evaluation committee scored and ranked the vendors based on the weighted criteria provided for in the solicitation documents and listed below:

- Adequacy of Personnel / Ability of Professional Personnel (25 points)
- Past Record / Past Performance (25 points)
- Firm’s Understanding and Approach to the Work (35 points)
- Willingness to Meet Time and Budget Requirements (5 points)
- Recent, Current, and Projected Workloads of the Firms (5 points)
- Location (2.5 points)
- Whether a Firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act) / or a Veteran Owned Small Business Preference* (2.5 points)

9. At the October 15th and 22nd, 2024 meeting, the evaluation committee met, listened to presentations from the short-listed vendors, conducted their questions and answers and then

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ranked the vendors by Trade as shown below:

October 15, 2024

Trade B: MEP Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	8	1
SGM Engineering, Inc	9	2
CPH, LLC	13	3

Trade D: Structural Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	6	1
CPH, LLC	12	2
R.J. Behar & Company, Inc	12	3

Trade F: General Architectural Services

Vendor	Total	Rank
Saltz Michelson Architects	9	1
CPZ Architects, Inc	12	2
Synalovski Romanik Saye, LLC	12	3
R.E. Chisholm Architects, Inc	17	4

Trade G: Landscape Architecture Services

Vendor	Total	Rank
Miller Legg	7	1
Kimley Horn and Associates, Inc	11	2
Craven, Thompson & Associates, Inc	12	3

October 22, 2024

Trade A: General Civil and Environmental Engineering Services

Vendor	Total	Rank
Kimley Horn and Associates, Inc	5	1
Carnahan, Proctor and Cross	9	2
Craven, Thompson & Associates, Inc	14	3
CTS Engineering, Inc	16	4
CPH, LLC	16	5

Trade C: Geotechnical Services

Vendor	Total	Rank
Universal Engineering Sciences, Inc	4	1
Marlin Engineering, Inc	10	2
Kimley Horn and Associates, Inc	10	3

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Trade E: Land Surveying Services

Vendor	Total	Rank
Miller Legg	4	1
Avirom & Associates, Inc	10	2
Craven, Thompson & Associates, Inc	10	3

Trade H: Hydro-Geological Services

Vendor	Total	Rank
CTS Engineering, Inc	5	1
CPH, LLC	7	2

Trade I: FDOT Roadway Engineering Services

Vendor	Total	Rank
Marlin Engineering, Inc	6	1
Caltran Engineering Group, Inc	7	2
CTS Engineering, Inc	11	3

10. After ranking the short-listed vendors by trade the evaluation committee made a motion for each trade to accept the rankings of the evaluation committee and to recommend the City Commission to direct the City Manager to negotiate a contract for RFQ # PSPW-23-20 “CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping” with the highest ranked firm per trade. If a contract cannot be agreed upon, the City Manager shall then undertake negotiations with the next most qualified firm. In the event that no contract agreement can be made with any of the ranked firms, the City Manager may reconvene the Evaluation Committee to select additional firms or to determine the next steps in the process.

The recommended/highest ranked vendor per trade is as follows:

Trade	Vendor
Trade A: General Civil and Environmental Engineering Services	Kimley Horn and Associates, Inc
Trade B: MEP Engineering Services	Kimley Horn and Associates, Inc
Trade C: Geotechnical Services	Universal Engineering Sciences, Inc
Trade D: Structural Engineering Services	Kimley Horn and Associates, Inc
Trade E: Land Surveying Services	Miller Legg
Trade F: General Architectural Services	Saltz Michelson Architects
Trade G: Landscape Architecture Services	Miller Legg
Trade H: Hydro-Geological Services	CTS Engineering, Inc
Trade I: FDOT Roadway Engineering Services	Marlin Engineering, Inc

11. An agenda item will be brought back to present to the Commission the negotiated contracts executed by the vendors.

12. Kimley Horn and Associates, Inc, Universal Engineering Sciences, Inc, Miller Legg, Saltz Michelson Architects, CTS Engineering, Inc, and Marlin Engineering, Inc have all completed the Equal Benefits Certification Form and has stated that the “Contractor currently complies with the requirements of this section.”

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13. Request City Commission to approve the findings and recommendation of the evaluation committee for RFQ # PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers Architectural, Engineering, Surveying and Mapping" and to direct the City Manager to negotiate a contract for services, in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), with the highest ranked vendor per trade as listed below:

Trade A: General Civil and Environmental Engineering Services - Kimley Horn and Associates, Inc
Trade B: MEP Engineering Services - Kimley Horn and Associates, Inc
Trade C: Geotechnical Servies - Universal Engineering Sciences, Inc
Trade D: Structural Engineering Services - Kimley Horn And Associates, Inc
Trade E: Land Surveying Services - Miller Legg
Trade F: General Architectural Services - Saltz Michelson Architects
Trade G: Landscape Architecture Services - Miller Legg
Trade H: Hydro-Geological Services - CTS Engineering, Inc
Trade I: FDOT Roadway Engineering Services - Marlin Engineering, Inc

Financial Impact

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. A negotiated contract will be brought back to the Commission and executed by the vendor.
b) Amount budgeted for this item in Account No: Funds for future projects will be determined on a per project basis as the coding will depend on the specifics on the project and what department the services are related to.
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 15.

File ID:	23-0916	**Type:**	Purchase	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	11/27/2023
Short Title:	Motion to advertise			**Final Action:**	01/17/2024

Title: MOTION TO APPROVE REQUEST TO ADVERTISE SOLICITATION(S)

(A) RE-24-03 "UPGRADES TO YMCA AQUATIC CENTER SLIDE STRUCTURE"
(B) RE-24-05 "WINDOW & DOOR REPLACEMENT AT VARIOUS PARKS"
(C) RE-24-06 "PINES RECREATION CENTER CONCESSION RENOVATION"
(D) FI-24-01 "FIRE DEPARTMENT'S FUEL TANK REPLACEMENT"
(E) PSPW-23-16 "PROVIDE AND INSTALL NEW METAL CANOPY AT WEST CAMPUS CARLINE AREA"
(F) PSPW-23-18 " CITYWIDE WETLANDS/MITIGATION MAINTENANCE & MANAGEMENT SERVICES"
(G) PSPW-23-20 "CCNA CONTINUING SERVICES FOR CITYWIDE PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING)"
(H) PSPW-24-01 "PINES POINT RESIDENCES WATER BOOSTER PUMPS"
(I) TS-24-01 “INTERNET FOR CHARTER SCHOOLS”

***Agenda Date:** 01/17/2024

Agenda Number: 15.

Internal Notes:

Attachments: 1. (A) IFB # RE-24-03 Upgrades to YMCA Aquatic Center Slide Structure, 2. (B) IFB # RE-24-05 Replacement of Windows and Doors to Impact Rated Material at Various City Parks, 3. (C) IFB # RE-24-06 Renovation at Pines Recreation Center, 4. (D) IFB # FI-24-01 Fire Department's Fuel Tank Replacement, 5. (E) IFB # PSPW-23-16 Provide and Install New Metal Canopy at West Campus Carline Area, 6. (F) IFB # PSPW-23-18 Citywide Wetlands Conservation Areas, 7. (G) RFQ # PSPW-23-20 CCNA Continuing Services for Citywide Professional Service Providers, 8. (H) IFB # PSPW-24-01 Pines Point Residences Water Booster Pumps, 9. (I) TS-24-01 Internet for Charter Schools, 10. (J) Boiler Plate

Related Files:

1	City Commission	01/17/2024	approve	Pass

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Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

(A) RE-24-03 "Upgrades to YMCA Aquatic Center Slide Structure"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for upgrades to the YMCA Aquatic Center Park Slide Structure in accordance with the terms, conditions, and specifications contained in this solicitation and construction drawings.

(B) RE-24-05 "Window & Door Replacement at Various Parks"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for replacement of exterior windows, pedestrian doors, roll up windows, storefront systems, louvers and louvered doors as necessary at the referenced locations in accordance with the terms, conditions, and specifications contained in this solicitation.

(C) RE-24-06 "Pines Recreation Center Concession Renovation"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for the renovation of the Pembroke Pines Recreation Center Concession Stand at the referenced location in accordance with the terms, conditions, and specifications contained in this solicitation.

(D) FI-24-01 "Fire Department's Fuel Tank Replacement"
The City of Pembroke Pines is seeking proposals from qualified firms to retire one (1) existing underground Fuel Storage Tank and furnish and install one (1) new above ground FIREGUARD Fuel Storage Tank.

(E) PSPW-23-16 "Provide And Install New Metal Canopy At West Campus Carline Area"
The City of Pembroke Pines is seeking proposals from qualified firms for removal of a vinyl green canopy and installing a new metal canopy at West Campus Charter Middle and Elementary school.

(F) PSPW-23-18 “Citywide Wetlands/Mitigation Maintenance & Management Services”
The City of Pembroke Pines is seeking proposals from qualified firms to provide Upland and Wetland Maintenance and Management Services.

(G) PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)"
The City of Pembroke Pines is seeking proposals from qualified firms hereinafter referred to as the Consultant, in order to pre-qualify Professional Services Providers that the City will utilize on an as-needed basis, in accordance with the terms, conditions, and specifications

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contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

(H) PSPW-24-01 "Pines Point Residences Water Booster Pumps"
The City of Pembroke Pines is seeking proposals from qualified firms hereinafter referred to as the Contractor, to install new booster pumps at Pines Point Senior Residence, in accordance with the terms, conditions, and specifications contained in this solicitation. The City anticipates utilizing federal funds for this project thus this project will follow Federal Procurement guidelines, including Davis-Bacon Act Wage Determinations. This project will be funded by the Community Development Block Grant (CDBG).

(I) TS-24-01 "Internet for Charter Schools"
The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, Contractor/service provider to provide two Ethernet Dedicated Internet (EDI) services in accordance with the terms, conditions, and specifications contained in this solicitation. One circuit is demarcated at the City's Academic Village (AV) campus and the other at the City's FSU campus. AV's (10 Gbps circuit) services are for four campuses (AV, Central, West, and East campuses). FSU's (5 Gbps circuit) services are just for the FSU campus.

(J) Boiler Plate
This attachment is the standard boiler plate language that is used for the solicitations listed above. It is attached to this agenda item separate from the solicitations to reduce the repetition of this item.

FINANCIAL IMPACT DETAIL:

(A) RE-24-03 "Upgrades to YMCA Aquatic Center Slide Structure"
Funds are available in Account 001-572-7001-663000-0000-000-0000 (Improvement Other Than Bldg)

(B) RE-24-05 "Window & Door Replacement at Various Parks"
Funds are available in Account 001-572-7001-663000-0000-000-0000 (Improvement Other than building)

(C) RE-24-06 "Pines Recreation Center Concession Renovation"
Funds are available in Account 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)

(D) FI-24-01 "Fire Department's Fuel Tank Replacement"
Funds are available in Account 001-529-4003-546150-0000-000-0000-(R&M Land Building) and 001-529-4003-546150-0000-000-0000-00911 (R&M Land Building)

(E) PSPW-23-16 "Provide and Install New Metal Canopy At West Campus Carline Area"
Funds are available in Account 001-519-6001-663000-0000-000-0000- (Improvement Other

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Than Bldg.)

(F) PSPW-23-18 “Citywide Wetlands/Mitigation Maintenance & Management Services”
Funds are available in Account 001-539-6004-546161-0000-000-0000 (R&M Landscaping)

(G) PSPW-23-20 "CCNA Continuing Services for Citywide Professional Service Providers (Architectural, Engineering, Surveying and Mapping)"
Future projects are listed below. Funds are available in the following accounts:
Generators and Cooling for IT Rooms at Various Charter Schools: Account # 1-519-6001-664073-0000-000-0000 (Generator)
Health Park Buildings Electrical Service Change: Account # 1-519-6008-546150-0000-000-0000 (R&M Land & Bldg.)
Door Replacements at Various Charter Schools: Account # 1-519-6001-546155-0000-000-0000 (R&M Land & Bldg. SCH -Major Projects)
Fire Station 99 Remodel: Account # 001-529-4003-662026-0000-000-0000 (Fire Station 99 - Pembroke Isles)
Academic Village Locker Room Restrooms and Showers Renovation: Account # 001-572-7001-662151-0000-000-0000 (Building Improv - AV)
Pavilion Rehabs at Various Parks: Account # 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)
Restroom Renovations at Various Parks: Account # 001-572-7001-546150-0000-000-0000 (R&M Land Bldg & Improvement)

(H) PSPW-24-01 "Pines Point Residences Water Booster Pumps"
Funds are available in Account # 121-554-0600-662054-0000-000-0000-02021 (Building Imprv - Pines Point)

(I) TS-24-01 “Internet for Charter Schools”
Funds are available in the following accounts:
East Elementary 170-569-5051-541370-7900-379-0000-00550
West Elementary 170-569-5051-541370-7900-379-0000-00551
Central Elementary 170-569-5051-541370-7900-379-0000-00552
West Middle 171-569-5052-541370-7900-379-0000-00553
Central Middle 171-569-5052-541370-7900-379-0000-00554
Academic Village 172-569-5053-541370-7900-379-0000-
FSU Elementary 173-569-5061-541370-7900-379-0000-