



City of Pembroke Pines

CCNA CONTINUING PROFESSIONAL SERVICES AGREEMENT
CITYWIDE PROFESSIONAL ARCHITECTURAL, ENGINEERING, SURVEYING
AND MAPPING BETWEEN THE CITY OF PEMBROKE PINES AND
UES PROFESSIONAL SOLUTIONS, LLC f/k/a GFA INTERNATIONAL, INC. d/b/a
UNIVERSAL ENGINEERING SCIENCES

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

UES PROFESSIONAL SOLUTIONS, LLC f/k/a GFA INTERNATIONAL, INC. d/b/a UNIVERSAL ENGINEERING SCIENCES, a **Limited Liability Company (LLC)**, as listed with the Florida Division of Corporations, with a business address of **4205 Vineland Road, Suite #L1, Orlando, FL 32811** (hereinafter referred to as the “CONSULTANT”). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

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

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



1.3 On October 22, 2024, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in **Exhibit "A"** based on the CONSULTANT's response to Solicitation #PSPW-23-20, attached hereto as **Exhibit "B,"** in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

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

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

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

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

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

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

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

Exhibit C – Work Order Assignment Flowchart

Exhibit D – Scoping Meeting Report Template

Exhibit E – CONSULTANT's Labor Rates

ARTICLE 2

DEFINITIONS

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

2.1 ARCHITECT/ENGINEER OF RECORD shall mean the duly licensed architectural/engineering firm or individual architect/engineer that holds primary responsibility for



the design, preparation, and sealing of construction documents for a specific project authorized under this Agreement.

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

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

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

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

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

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

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



constitute the final deliverable under this Agreement and shall include all necessary design details, technical specifications, and supporting information required for permitting, bidding, and construction administration, as applicable to the project.

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

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

2.11 DAY means a calendar day, unless noted otherwise.

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

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

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

2.15 PROJECT MANAGER (PM) shall mean the City Department Head, Capital Improvement Projects Manager, Maintenance Manager, or other individual designated by the City



Manager to serve as the CITY's representative responsible for the coordination, oversight, and administration of each Project. The Project Manager shall act as the primary point of contact between the CITY and the CONSULTANT.

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

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

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

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

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

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

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



2.23 SCOPING MEETING REPORT shall mean the written summary and proposal prepared by the CONSULTANT following the Scoping Meeting, as required in Article 4. The report shall document the agreed-upon Scope of Services, Project Schedule, and the CONSULTANT's Opinion of Probable Construction Cost, if applicable, and proposed fee to perform the services. The Scoping Meeting Report shall be submitted to the CITY for review and approval within the time period specified in Article 4 and shall serve as the basis for the development of the Work Order.

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

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

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

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

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

2.29 SURVEYING AND MAPPING DOCUMENTS shall mean the drawings, maps, digital files, reports, and other deliverables prepared and sealed by the CONSULTANT when providing surveying and mapping services under this Agreement. These documents shall be prepared in



accordance with applicable laws, professional standards, and the requirements of the CITY and the Florida Board of Professional Surveyors and Mappers.

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

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

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

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

ARTICLE 3 **SERVICES AND RESPONSIBILITIES**

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

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



and all services performed under this Agreement shall be performed in a professional manner.

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

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

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

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

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

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

3.9 Changes to Sub-consultants (Additions and/or Replacements) - Upon prior written approval by the CITY, the CONSULTANT may choose additional Sub-Consultant(s) as part of CONSULTANT's Scoping Meeting Report but shall not terminate or replace those Sub-



Consultant(s) listed in **Exhibit “B”** without the prior written approval of the CITY.

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

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

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

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

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

3.15 Construction Administration Assistance

3.15.1 If applicable and requested by the PM during the Work Order Assignment Process outlined in Article 4, the CONSULTANT shall assist the CITY in enforcing the faithful performance of the Construction Contract and confirm that the Work has been or is being



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

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

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

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

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

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



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

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

3.16.3 Document Reproduction Expenses:

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

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

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

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

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

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

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

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

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

3.19 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that



CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

ARTICLE 4

WORK ORDER ASSIGNMENT PROCESS

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

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

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

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

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

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

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

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

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

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



Template”

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

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

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

4.7.2 Provide CONSULTANT with written intent to terminate discussions; or

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

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

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

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

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

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

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



exception of the final review, the CONSULTANT may continue its work during the CITY's review periods at its own risk

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

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

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

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

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



Work Order. Liquidated damages shall apply only to the milestone identified in the applicable Work Order as the final completion and submittal of the Construction Documents, including final plans, specifications, and the Estimate of Probable Construction Cost, unless otherwise defined in writing by the CITY.

ARTICLE 5

CITY'S RESPONSIBILITIES

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

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

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

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

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

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

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

5.7 At the CONSULTANT's request, the CITY may arrange for or authorize any required testing, inspections, or reports necessary to support the Project design or permitting, including but



not limited to structural, chemical, mechanical, soil, environmental, or materials testing. The CITY may also direct the CONSULTANT to obtain such services when appropriate. The CONSULTANT shall recommend the type, location, and extent of any tests needed to support the Project design or permitting.

ARTICLE 6

PERFORMANCE BY CONSULTANT AND SUCCESSOR CONSULTANT

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

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

6.3 SUCCESSOR ARCHITECT AND/OR ENGINEER

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

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

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

6.3.1.3 A combination of 6.3.1.1. and 6.3.1.2 above.

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

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

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

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



administrative rules governing their profession. The successor professional shall independently verify the accuracy and completeness of any prior work and shall be fully responsible for all documents they sign and seal.

ARTICLE 7

TERM FOR PERFORMANCE AND TERMINATION

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

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

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

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



Furthermore, notices to cure issued by the CITY will be taken into consideration by the CITY in the issuance of additional Work Orders and/or future contracts with the CITY.

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

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

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

ARTICLE 8

COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

ARTICLE 9

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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



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

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

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

ARTICLE 10

INDEMNIFICATION

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

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

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

ARTICLE 11

INSURANCE

11.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall not limit the



responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

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

11.6 REQUIRED INSURANCE

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

Yes No

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



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

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

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

Yes No

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

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

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

Yes No

- ✓ ☐ 11.6.3 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.

ARTICLE 12

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising,



layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 13

INDEPENDENT CONTRACTOR

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

ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 15

UNCONTROLLABLE FORCES

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



governmental actions.

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

ARTICLE 16

GOVERNING LAW AND VENUE

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

ARTICLE 17

SIGNATORY AUTHORITY

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

ARTICLE 18

DEFAULT OF CONTRACT & REMEDIES

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

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

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

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



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

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

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

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

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

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

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



ARTICLE 19

BANKRUPTCY

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

ARTICLE 20

DISPUTE RESOLUTION

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

ARTICLE 21

PUBLIC RECORDS

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

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

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

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

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



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

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

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

**ARTICLE 22
SCRUTINIZED COMPANIES**

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

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

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

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

22.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 23
EMPLOYMENT ELIGIBILITY**

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



herein below.

23.1.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



year after the date of termination.

ARTICLE 24

FEDERAL REQUIREMENTS

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

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

- 24.1.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 24.1.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 24.1.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.
- 24.1.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'



representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 24.1.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 24.1.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 24.1.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 24.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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



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

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

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

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

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



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

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

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

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

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

24.5.2 **Federal Water Pollution Control Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management



Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

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

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

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

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

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

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



an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

24.16.1 Prohibitions.

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



entities for national security reasons.

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

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

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

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

24.16.2 Exceptions.

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

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

24.16.3 Reporting Requirement.

24.16.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract



performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 21.16.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

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

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

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

24.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of



this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CITY data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

ARTICLE 25

MISCELLANEOUS

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

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

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

25.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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



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

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

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

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

CONSULTANT: Travis Merrick, President SF Division
UES Professional Solutions, LLC f/k/a GFA International, INC.
d/b/a Universal Engineering Sciences
4205 Vineland Road, Suite #L1
Orlando, FL 32811
E-mail: tmerrick@teamues.com
Telephone No: (239) 357-5154

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

GABRIEL FERNANDEZ, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

**UES PROFESSIONAL SOLUTIONS, LLC
f/k/a GFA INTERNATIONAL, INC. d/b/a
UNIVERSAL ENGINEERING SCIENCES**

Signed By: _____
Signed By: Andy Huertas _____
CF212178C625408...

Printed Name: Andy Huertas

Title: Branch Manager - UES Miami

Date: January 14, 2026



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

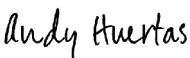
In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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: UES Professional Solutions, LLC
f/k/a GFA International, INC. d/b/a Universal Engineering Sciences

SIGNED BY Signed by:

CF212178C625408... _____

NAME: Andy Huertas

TITLE: Branch Manager - UES Miami

Question Set 1: Tab 1 - Experience and Capabilities

Exhibit "B"

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.	<p>GFA International, Inc., dba Universal Engineering Sciences (UES), sincerely appreciates the opportunity to showcase our services and expertise in response to this RFQ# PSPW-23-20 for CCNA Continuing Services for the Citywide Professional Architectural, Engineering, Surveying and Mapping. We understand the scopes outlined within and are confident that our capabilities and experience position GFA/UES as the ideal firm to execute the Geotechnical and Environmental Engineering Services for the City of Pembroke Pines.</p> <p>UES is fully committed to performing services for the City of Pembroke Pines for RFQ # PSPW-23-20 and beyond.</p>	
1.0.2	Describe the size of your firm.	<p>UES is a privately held, rapidly growing engineering and consulting firm with expertise in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. With nearly 4,000 professionals across 85+ branches, UES provides personalized engineering, environmental, testing, and inspection services to clients across the United States.</p>	
1.0.3	Describe your firm's financial history, strength and stability.	<p>GFA International, Inc. DBA Universal Engineering Sciences (UES) can confirm that it has adequate resources and is in good financial standing. The financial resources available to the Company include a Term Loan of \$288M, a Delayed Draw Term Loan of \$85M, a revolving credit facility of \$40M, and cash in hand as of June 8, 2023, of \$24.5M. An audited financial report is available upon request.</p>	
1.0.4	Describe your firm's range of activities.	<p>UES consults on projects of all sizes in industries such as transportation, water and wastewater, data centers, energy, healthcare, education, residential, and more.</p> <p>Our Services Include Environmental, Geotechnical Engineering, Materials Testing, Field Inspections & Code Compliance, and Geophysical Technology.</p>	

1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	<p>Geotechnical Services</p> <p>UES' geotechnical and geophysical engineering services provide our clients with cutting-edge solutions at every stage of the project life cycle. By leveraging our full-service geotechnical laboratories and innovative drilling departments, we discover cost-effective solutions for successful site development and long-term performance.</p> <p>Our team is comprised of geotechnical engineers, geologists, and geological professionals who confidently define and execute field exploration programs across several industries. To better serve our clients, we are also pre-qualified with the State Department of Transportation in multiple states to conduct geotechnical and materials testing work related to highway</p>	Exhibit "B"
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	With over five years of proven expertise, UES has extensive knowledge of Broward County regulations, including the HVHZ Florida Building Code, and industry standards across various professional disciplines.
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.	<p>Our Medley office will serve as the managing location for this contract and is located 16 miles from the city of Pembroke Pines.</p> <p>UES personnel possess extensive knowledge of local conditions and practices within the immediate service area, having acquired considerable experience working in Broward County and South Florida. By capitalizing on their local expertise and the ability to tap into resources from nearby branch offices, the Medley office can efficiently handle projects within the designated timeframe while also adhering to budgetary considerations.</p>	
1.0.8	Explain the availability and access to the firm's top level management personnel.	<p>UES prioritizes transparent communication and accessibility between clients, staff, and top-level management. We maintain open channels of communication, including direct phone and email communication, to ensure clients can easily reach out with inquiries or concerns. Our management team is committed to being responsive and proactive, scheduling regular meetings and updates as needed throughout the project lifecycle – as reflected in our company's core values. We have specific accessibility policies in place to facilitate client access to management personnel, with an open-door policy and response time expectations. Additionally, we provide the opportunity for clients to provide feedback directly to management.</p>	

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.	<p>Memberships: ASCE/UESI, PEA Members, ECA, CASF, ABC, FTBA, FLDGP, NAIOP, AGC, BASF, LBA, Rotary</p> <p>Experience: Municipal projects and continuing contracts:</p> <ul style="list-style-type: none"> •WTC Tamarac •STA-1W Refurbishments •Layne Blvd Water Main Improvements •Hallandale Beach Blvd Water Main Improvements •Town of Hollywood Bridge •Broward County Segment II Beach Renourishment <ul style="list-style-type: none"> •Billfish Marina •Broward Sheriff's •McArthur Substation •Oakland Park City Hall •Gov. Leroy Collins Farm Park •Pompano Beach FS 52 •Caporella Park Enhancements Project •Margate Public Works Depts 	Exhibit "B"
1.0.10	<p>Identify which of the nine Professional Service Discipline(s) you are applying for:</p> <p>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</p>	<p>a. Environmental Engineering Services</p> <p>c. Geotechnical Services</p>	
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.	<p>UES has demonstrated extensive knowledge and experience with Broward County regulations and industry standards across various professional service disciplines. Our Medley branch office is based in Broward County and provides geotechnical engineering and environmental services while upholding industry standards and specifications. We have successfully executed numerous projects within Broward County, showcasing our deep understanding of local regulations and our ability to adhere to them effectively.</p> <p>UES is committed to leveraging our knowledge and experience to deliver exceptional results tailored to the unique requirements of Broward County and the professional service disciplines we specialize in.</p>	
1.0.12	What is your reputation compared to your peers in the market?	<p>We are established experts in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. Our nationwide network of 86 branches with nearly 4,000 engineers and technical professionals identifies and solves complex engineering and construction challenges by providing personalized engineering, environmental, testing, and inspection services. We strive to serve as trusted partners, providing our clients with innovative, technology-based solutions.</p>	

1.0.13	What is your reputation like among customers and how have you developed it?	UES has been dedicated to offering professional engineering and environmental services to clients throughout Florida. Our commitment lies in understanding and fulfilling each client's unique requirements. We deliver tailored solutions, ensuring timeliness, offering cost-saving recommendations, showcasing ingenuity, or meeting other specific requirements. Our primary focus is to provide comprehensive services that cater to the diverse needs of our clients, ensuring satisfaction and success in every project we undertake.	Exhibit "B"
1.0.14	How does your service differ from similar competitors'? How do you win and retain business?	As an industry leader, UES distinguishes itself by offering a wide array of services in-house, presenting our clients with a comprehensive package of solutions. This integrated approach enhances efficiency and frequently results in cost savings for our clients. By offering multiple services under one roof, we streamline the entire process, enhancing the overall experience for our valued clients from start to finish.	
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.	<p>UES has a long history of providing quality geotechnical engineering and environmental services. Our engineers routinely serve government agencies, private developers, industrial complexes, and other professionals, including architects, engineers, and contractors. They have worked on projects ranging from airports, ports, highways, high-rise buildings, industrial developments, commercial facilities, solid and hazardous waste landfills, utilities, and master stormwater management systems.</p> <p>Our team has performed services for and within Broward County for over 30 years. These projects range from vibration monitoring for beach renourishments, to facilities for the Broward County Sheriff's to the</p>	
15 Questions			100.00% Complete

Question Set 2: Tab 2 - References Form

Exhibit "B"

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?	UES has provided services to thousands of clients, both public and private, across the state of Florida, including Monroe, Dade, Broward, and Palm Beach counties.	
2.1.2	What similar or related projects have you worked on within the past three years?	<ul style="list-style-type: none">•WTC Tamarac•STA-1W Refurbishments•Layne Blvd Water Main Improvements•Hallandale Beach Blvd Water Main Improvements•Town of Hollywood Bridge•Broward County Segment II Beach Renourishment<ul style="list-style-type: none">•Billfish Marina•Broward Sheriff's•McArthur Substation•Oakland Park City Hall•Caporella Park Enhancements Project•Margate Public Works Depts•Sunrise City Hall	
2.1.3	What challenges did you face and how did you overcome them?	UES has encountered various challenges in our projects, each presenting unique obstacles that demanded innovative solutions. One notable challenge we encountered involved taking over an existing project as the responsible party for the pile inspections with a different third-party company that completed the initial geotechnical report. Another challenge we faced was managing a project's tight deadline and using our sister branches for support. This allowed us to adapt quickly to the changing conditions while minimizing project delays. Additionally, we developed robust contingency plans when faced with complex soils and construction and leveraged our veteran and principal on staff for consultation.	
2.1.4	How many of your clients are repeat clients?	45%	
2.1.5	How much of your revenue is derived from managing projects similar to ours?	45% for both Geotechnical and Environmental Services	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	The School Board of Palm Beach County	
2.2.2	Address	3300 Forest Hill Blvd, West Palm Beach, FL 33406	
2.2.3	Contact Name	Gary French	
2.2.4	Contact Title	Senior Project Officer	
2.2.5	Contact E-mail Address	gary.french.c@palmbeachschools.org	
2.2.6	Contact Telephone #	561-660-3117	
Reference #1: Project Information			

2.3.1	Name of Contractor Performing the work	KAST	Exhibit "B"
2.3.2	Name and location of the project	Plumosa School of the Arts – Middle School Building Addition, Delray Beach, FL	
2.3.3	Nature of the firm's responsibility on the project	UES performed the geotechnical investigation.	
2.3.4	Project duration	UES performed the geotechnical investigation over the course of 1 month and monitored the vibro flotation process for a week.	
2.3.5	Completion (Anticipated) Date	2021	
2.3.6	Size of project	40,000 sq-ft	
2.3.7	Cost of project	\$54,122	
2.3.8	Work for which staff was responsible	Geotechnical Exploration, Monitoring vibrations and vibro flotation.	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	City of Sunrise	
2.4.2	Address	9500 West Sample Road, Coral Springs, FL 33065	
2.4.3	Contact Name	Alan Gavazzi	
2.4.4	Contact Title	Capital Projects Director	
2.4.5	Contact E-mail Address	accountspayable@sunrisefl.gov	
2.4.6	Contact Telephone #	954-572-2487	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	Stiles	
2.5.2	Name and location of the project	Sunrise City Hall, Sunrise, FL	
2.5.3	Nature of the firm's responsibility on the project	UES is performing CMT and monitoring the removal of muck.	
2.5.4	Project duration	Ongoing	
2.5.5	Completion (Anticipated) Date	Ongoing	
2.5.6	Size of project	95,000 sq-ft City Hall and 183,000 sq-ft parking garage	
2.5.7	Cost of project	Ongoing	
2.5.8	Work for which staff was responsible	Monitoring the removal of muck, CMT work.	
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	South Florida Water Management District	
2.6.2	Address	3301 Gun Club Road, West Palm Beach, FL 33406	
2.6.3	Contact Name	Sharman Rose	
2.6.4	Contact Title	Sr. Contract Specialist	
2.6.5	Contact E-mail Address	shrose@sfwmd.org	
2.6.6	Contact Telephone #	561-682-2167	
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	Chen Moore	
2.7.2	Name and location of the project	STA-1W Structure Refurbishments, Palm Beach County, FL	
2.7.3	Nature of the firm's responsibility on the project	UES performed the geotechnical evaluation.	

2.7.4	Project duration	2 months	Exhibit "B"
2.7.5	Completion (Anticipated) Date	2023	
2.7.6	Size of project	Removal of 10 CMP culverts, install 4 new CIP culverts, Build 2 stilling wells and 1-story building enclosure.	
2.7.7	Cost of project	\$32,201	
2.7.8	Work for which staff was responsible	STA-1W Structure Refurbishments, Palm Beach County, FL.	
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	City of Tamarac	
2.8.2	Address	7525 NW 88th Ave, Tamarac, FL	
2.8.3	Contact Name	Ron Stein	
2.8.4	Contact Title	Senior Project Manager/Engineer	
2.8.5	Contact E-mail Address	ron.stein@tamarac.org	
2.8.6	Contact Telephone #	954-597-3716	
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	Unknown/City of Tamarac	
2.9.2	Name and location of the project	WTC Tamarac Control Building, Tamarac, FL	
2.9.3	Nature of the firm's responsibility on the project	UES performed the geotechnical evaluation.	
2.9.4	Project duration	1 month	
2.9.5	Completion (Anticipated) Date	2021	
2.9.6	Size of project	2-story Tamarac Control Building, single-story flouride building, single-story NaOCl Building, single-story MCC/SCAOA Building, covered walkway/overhead catwalk, single-story structures within the water treatment complex.	
2.9.7	Cost of project	\$12,540	
2.9.8	Work for which staff was responsible	Geotechnical Evaluation	
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	Carnahan, Proctor, & Cross, Inc.	
2.10.2	Address	814 S Military Trl, Deerfield Beach, FL	
2.10.3	Contact Name	Herb Tillman	
2.10.4	Contact Title	Construction Manager	
2.10.5	Contact E-mail Address	HTillman@CPC-Eng.com	
2.10.6	Contact Telephone #	954-972-3959	
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	Carnahan, Proctor, & Cross, Inc.	
2.11.2	Name and location of the project	Margate Public Works Dept	
2.11.3	Nature of the firm's responsibility on the project	UES performed the geotechnical evaluation.	
2.11.4	Project duration	1 month	

2.11.5	Completion (Anticipated) Date	2021	Exhibit "B"
2.11.6	Size of project	11,000 sq-ft building	
2.11.7	Cost of project	\$4,125	
2.11.8	Work for which staff was responsible	Geotechnical Evaluation	
75 Questions		100.00% Complete	

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

Exhibit "B"

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.	<p>This solicitation from the City of Pembroke Pines encompasses a comprehensive range of tasks spanning our proposed scopes of geotechnical and environmental services, all aimed at supporting the city's infrastructure and environmental management objectives. These activities are crucial for ensuring the stability and integrity of construction projects within the City. The scope entails inspection of these activities, support in preparing city resolutions, coordination of environmental maintenance activities, and conducting Phase-I Environmental Audits and engineering due diligence investigations. The solicitation requires representation of the City's interests in matters involving governmental entities at various levels and private</p>	
3.0.2	Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.	<p>UES is well-versed in standards, codes, and engineering regulations, ensuring strict compliance with local requirements across all tasks outlined in the solicitation. Our familiarity and experience enable us to navigate regulatory landscapes efficiently, facilitating seamless project execution while adhering to legal and technical requirements. We ensure the structural integrity and safety of construction projects, and our expertise in environmental services encompasses reporting to meet the City's environmental regulations and guidelines. Our team is committed to upholding Pembroke Pines standards and ensuring compliance with all relevant permits and certifications. UES is well-</p>	
3.0.3	Please address your familiarity with Engineering Permitting and Preparing Studies and Miscellaneous Designs in regards to similar projects.	<p>UES has available information for proposed construction and past local experience to make an informed decision on the subsurface investigation's scope. We bring extensive experience and expertise in assisting clients with their permitting processes, study preparation and miscellaneous design work for our local firms. Our team has a record of navigating complex sites and project situations. We are adept at conducting environmental impact assessments, and regulatory compliance analyses to ensure adherence to local regulations and standards. Our proficiency in assisting with miscellaneous design work spans various disciplines, including civil, and structural engineering, enabling us to provide solutions that address project</p>	

3.0.4	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	<p>In our proposed project approach, UES ensures comprehensive coverage of all aspects outlined in the provided guide. Upon receiving the project scope, our team produces a detailed geotechnical scope, outlining tasks and objectives. Upon receipt of the Notice to Proceed (NTP) from our client, we promptly assign the project to a skilled engineer, initiating the coordination of fieldwork activities and a preconstruction meeting if necessary. Our approach emphasizes efficient and organized fieldwork execution, leveraging our team's expertise to collect precise data and samples. Subsequently, we analyze the results of the Standard Penetration Test (SPT) methodically, ensuring accuracy and reliability.</p>	Exhibit "B"
3.0.5	Identify any issues or concerns of significance that may be appropriate.	<p>UES has identified several potential issues or concerns that warrant attention. These include potential challenges in accessing certain sites for fieldwork due to logistical constraints or environmental factors. Additionally, fluctuations in weather conditions may impact the timing and execution of field activities, potentially affecting project timelines. Furthermore, discrepancies or inconsistencies in the data collected during fieldwork may arise, requiring careful verification and validation to ensure the accuracy and reliability of our findings. Moreover, complexities in regulatory requirements or permitting processes may pose challenges, necessitating proactive communication and collaboration with relevant authorities to streamline the process.</p>	
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	<p>UES utilizes a strict and comprehensive quality control/quality assurance (QA/QC) program throughout all aspects of our business. Every deliverable or geotechnical/environmental report prepared for our clients is authored by a qualified professional with the appropriate experience, education, and expertise relevant to the subject matter. An important feature of our QA/QC program is redundancy. This is why a senior-level reviewer carefully reviews every final report with at least ten years of experience in the field of geotechnical and/or environmental engineering. By appointing expert personnel who maintain a commanding understanding of the industry, sympathize with client's needs, and exercise attention to</p>	

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?	<p>Proofreaders diligently review reports for typographical accuracy before submitting them to the registered engineer for signature. Furthermore, our team meticulously crafts an audit sheet, customized for each construction project, to ensure comprehensive testing coverage. The respective geotechnical and environmental project managers oversee the proficient delivery of services within their disciplines. In the event of any dissatisfaction expressed by the City regarding our performance, the designated project manager will promptly address the concern and lead an audit to evaluate whether adjustments to our Quality Assurance and Quality Control Plan are required to mitigate future occurrences.</p>	Exhibit "B"
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.	<p>Our team continually seeks excellence and improvement in our procedures to provide quality services, including geotechnical, environmental, and ecological scopes. Our in-house QA/QC program will utilize a strict, comprehensive QA/QC plan for this contract. The plan addresses all aspects of our services, including field and laboratory testing, yearly equipment calibration, and engineering reporting.</p> <p>The QA/ QC plan addresses, at a minimum:</p> <ol style="list-style-type: none">1. Technician Certifications: Appropriate testing certifications are current on file2. Field Testing Audits: UES' QA/QC Manager performs random audits of field testing equipment and procedures3. Laboratory Certifications: Our materials laboratories'	
8 Questions			100.00% Complete

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

Exhibit "B"

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.	<p>UES initiates the project by developing a preliminary cost estimate, carefully considering current market conditions and advancements in materials and technology to establish a realistic budget. Following this, the project team schedules a meeting to review the initial budget and presents findings to the client. If the preliminary budget surpasses approved figures, value engineering is conducted to propose the most cost-effective solution. Once approved, we remain involved from mobilization to final contract closeout, ensuring adherence to the budget.</p> <p>Preliminary budgets incorporate fees from qualified subconsultants where applicable to enhance accuracy. Upon estimate approval and contract award, our authorized representative oversees cost control and</p>	
4.1.2	Please advise if your firm is willing to meet the stated budget requirements.	Yes	
4.1.3	What percentage of your completed projects have had cost overruns?	<p>UES provides lump sum proposals and unit rates. Because of this, UES is able to control costs and only bills for the work actually performed.</p>	
4.1.4	Tell me about a time when you went over budget. How did you handle the situation?	<p>To minimize this issue, UES estimates all proposals based on the provided schedule provided by contractor or client. We have previously encountered a situation where we exceeded the budget initially allocated. The root cause stemmed from unforeseen circumstances that arose during the initial stage.</p> <p>To address, we initiated a thorough analysis contributing to this budget overrun. We collaborated closely to identify areas where the cost could be minimized without compromising project quality or timelines. We also communicated transparently with stakeholders, providing updates and proposing solutions to mitigate financial impact. Through cost management strategies like schedules, contractor updates, and expectations, we were</p>	

4.1.5	What cost-saving measures do you implement at your firm?	<p>At UES, we implement various cost-saving measures to address the challenges inherent in construction projects. Understanding the complexities of budget constraints, safety considerations, and environmental impacts, we employ value methodology, also known as value engineering, to streamline project processes and enhance outcomes. Through this approach, we consistently deliver significant cost and time savings for our clients and taxpayers. Our efforts focus on reducing project costs, minimizing paperwork, simplifying procedures, improving project schedules, and reducing waste.</p> <p>Moreover, our emphasis on increasing efficiency and resource utilization enables us to develop innovative solutions</p>	Exhibit "B"
4.1.6	Who will be in charge of maintaining the budget on projects?	<p>In projects touching on budget maintenance, the contract manager will oversee cost control and schedule management, ensuring adherence to budgetary constraints. Project managers will assist in cost management efforts, collaborating closely with the contract manager to monitor expenses and approve invoices in alignment with contractual agreements and trade agreements. This collaborative approach ensures efficient budget management throughout the project lifecycle, enabling effective resource allocation and timely project completion.</p>	
4.1.7	How many accounts is this person assigned to at a given time?	<p>This person is typically assigned to manage multiple accounts concurrently, each requiring personalized attention and strategic oversight. The specific number of accounts may vary depending on factors such as account complexity, client needs, and resource availability. However, regardless of the number of accounts, our focus remains on delivering exceptional service and maintaining strong relationships with each client.</p> <p>Through effective time management, prioritization, and communication, we ensure that all accounts receive the dedicated support and attention they require to achieve their objectives and foster mutual success.</p>	
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.	<p>We understand the importance of maintaining schedules and is dedicated to delivering projects in a timely manner. Our clients must often make critical decisions under tight time frames while considering budgets, end goals, follow-up actions, and public image. Our staff strives to develop and drive realistic project schedules for every task we receive.</p> <p>One of the first steps for the project manager is to meet with all vested parties to conduct a project kick-off meeting. As part of the project kick-off meeting, a detailed schedule involving the UES project team, sub-consultants, and the client is developed. One of the key aspects of this meeting is to understand our client's objectives and desired outcomes so that we can present the proposed schedule.</p>	Exhibit "B"
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?	<p>The average turnaround time for projects similar to yours, particularly in the realm of geotechnical work, typically ranges between 3 to 5 weeks, contingent upon the project's scope. However, at UES, we possess the capability to expedite this timeline as necessary by leveraging resources from neighboring branches. Additionally, regarding environmental projects, the completion time for a Phase 1 Environmental Site Assessment report generally falls within 2 to 4 weeks, while a Phase 2 Environmental Site Assessment report may take approximately 4 to 6 weeks, depending on the complexity and scale of the assessment. Other environmental and geotechnical projects are approached with similar efficiency and attention to detail.</p>	
4.2.4	What is your average on-time completion rate?	Our average on-time completion rate stands at an impressive 85%.	
4.2.5	How many projects do your teams typically take on at a given time?	<p>Our teams at UES typically manage a dynamic workload, taking on multiple projects simultaneously to ensure efficient utilization of our resources while maintaining a high standard of quality and attention to detail. While the specific number of projects can vary depending on factors such as project size, complexity, and team capacity, we prioritize effective project management to ensure successful outcomes for each endeavor. Additionally, our neighboring offices are seamlessly integrated into our operations, providing valuable support and resources whenever needed. This collaborative approach enables us to leverage a wealth of expertise and capabilities across our network, ensuring that we can meet project demands.</p>	

4.2.6	Tell me about a time when the project timeline was delayed. How did you handle the situation?	<p>During a recent project, we encountered delays in the project timeline due to unforeseen challenges, including delays in obtaining MOT (Maintenance of Traffic) permitting and a prolonged badging process for accessing restricted areas. In response to these setbacks, we maintained open communication with our client, providing regular updates on the status of permit approvals and badging procedures. By keeping our client informed of the evolving situation, we fostered transparency and trust while demonstrating our commitment to addressing obstacles promptly.</p> <p>Additionally, we proactively explored alternative solutions and adjusted our project plan to mitigate the impact of the delays, ensuring that we could proceed as efficiently as possible.</p>	Exhibit "B"
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.	<p>If the Contracting Officer expresses dissatisfaction with a response from a member of the project team regarding a dispute, it is advised to initiate discussions with any representative within the UES organization. Swift resolution and documentation of the matter are prioritized to prevent similar disputes in the future. If it benefits our team, the project, or the client, the resolution may be integrated into our best practices.</p> <p>Typically, a meeting can be arranged to address concerns or areas needing clarification. Our objective is to achieve a prompt and equitable solution for all parties involved. Leveraging our expertise, we firmly believe that when professionals with mutual respect collaborate to review, discuss, and possibly debate areas of concern, equitable resolutions are more attainable.</p>	
4.2.8	Describe the firm's knowledge and experience with scheduling.	<p>Acknowledging the distinctiveness of every client or agency, we refrain from offering standardized solutions. Our proactive approach involves customizing solutions to match the specific needs of each client, ensuring the industry's utmost flexibility and responsiveness in service provision.</p> <p>We are dedicated to delivering projects promptly, recognizing that clients often confront crucial decisions within constrained timeframes. Our team meticulously devises realistic project schedules, commencing with comprehensive kick-off meetings inclusive of all stakeholders. During these sessions, we prioritize understanding our client's objectives, taking into account various project factors such as</p>	
15 Questions			100.00% Complete

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

Exhibit "B"

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.	UES has recently experienced an influx in the private sector for geotechnical projects.	
5.0.2	Current Workload: Describe your current workload.	<p>For geotechnical projects, UES currently has 30 projects in the private sector and 5 in the public sector for drilling, 10 vibration monitoring projects, 2 ongoing auger cast pile monitoring projects with 8 more pending the start date.</p> <p>For environmental projects UES currently has 24 projects in the private sector and 5 continuing services contracts in the public sector with various ongoing projects. Current environmental services include Phase I & II Environmental Site Assessments, Site Assessments, Remediation, Monthly, Quarterly and Annual Natural Attenuation Monitoring, Drinking Water Sampling and Reporting, Asbestos Surveys, and AHERA Three Year Inspections.</p>	
5.0.3	Projected Workload: Describe your projected workload.	<p>For geotechnical projects, UES is anticipating the start of 2 auger cast pile monitoring projects within the next 4 months, a steady stream of new private sector projects for drilling, and 3 vibration monitoring.</p> <p>For environmental projects, UES is anticipating the start of two Site Assessment projects, two Soil Stockpile Characterization sampling within the next three months, a continuation of one Monthly, Quarterly, and Annual Natural Attenuation Monitoring project, weekly drinking water sampling are various Palm Beach County schools, monthly AHERA Three Year Inspections at various Broward County and Miami Dade County schools and a steady stream of new private sector projects for Phase I & II</p>	
3 Questions		100.00% Complete	

Question Set 6: Contact Information Form

Exhibit "B"

#	Question	Response	Comment
Company Information			
6.1.1	Company Name	GFA International, Inc. dba Universal Engineering Sciences	
6.1.2	Company Address	1215 Wallace Dr, Delray Beach, FL 33444	
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.	Yes	8050 NW 77th Ct, Medley, FL 33166
Primary Contact for the Project			
6.2.1	Contact Name	Jonathan Bulley	
6.2.2	Contact Title	Regional Manager, Environmental Sciences	
6.2.3	Contact E-mail Address	jbulley@teamues.com	
6.2.4	Contact Telephone Number	561.347.0070	
Authorized Approver			
6.3.1	Contact Name	Travis Merrick	
6.3.2	Contact Title	President – South Florida Division	
6.3.3	Contact E-mail Address	tmerrick@teamues.com	
6.3.4	Contact Telephone Number	239.357.5154	
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.	Carlos Mercado, MS, PE	
6.4.2	Contact Title	Principal Engineer – South Florida Division	
6.4.3	Contact E-mail Address	cmercado@teamues.com	
6.4.4	Contact Telephone Number	561.347.0070	
15 Questions		100.00% Complete	

Question Set 7: Proposer's Background Information

Exhibit "B"

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.	<p>Past Names of GFA</p> <ul style="list-style-type: none"> •Gillotti, Frione And Associates, Inc. (1988-1998) •Koester Engineering Co, Inc. (1998-2002) •LM Engineering, Inc (2002-2007) •GFA International, Inc. (2007-2020). Engineering and consulting firm with expertise in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. 	
7.1.2	At what address was that business located?	1215 Wallace Dr, Delray Beach, FL 33444	
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	Yes, for General Civil and Environmental Service line items 5, 6, 7, 9, 10 and 11 and Geotechnical Services
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	If given the project scope we plan to utilize The Chappell Group, Inc. for Ecological Services.
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.	<p>STATEMENT OF CURRENT OR PRIOR LITIGATION</p> <p>There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past ten (10) years other than the following:</p> <p>1. On March 1, 2013, a complaint was filed against GFA by Pavarini Construction, (Case no. 13-7634 CA10 in the 11th Judicial Court in Miami Dade County) the general contractor for a 63-story condominium project (900 Biscayne) in Miami. A subsequent complaint was filed by the developer, 900 Biscayne LLC., (Case # 13-12771 CA 01 in the 11th Judicial Court in Miami) against GFA, et al. GFA</p>	
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			Exhibit "B"
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.	Having been established in the geographical area for over 30 years, the personnel at UES have acquired extensive familiarity with local conditions and practices in the immediate service area. Over the past three years, our firm has consistently demonstrated our capability to successfully execute contracts of similar size and complexity, providing comprehensive services tailored to meet the unique needs of each project.	
12 Questions		100.00% Complete	

Question Set 8: Vendor Registration Checklist

Exhibit "B"

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	N/A

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



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Representative

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature Travis Merrick

Title President - South Florida Division

GFA International, Inc. dba

Name of Company Universal Engineering Sciences

[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Broward County Segment II Beach Renourishment	6	City of Marathon Phase I ESA - The Quay Property and Seven Mile Marina Properties
2	City of Coral Gables Former Incinerator Assessment	7	WTC Tamarac
3	City of Sunrise - Utility Location Services, Asbestos	8	Oakland Park City Hall
4	City of Hallandale Phase I ESA	9	Sunrise Municipal Complex
5	Palm Beach County Public School Phase I ESA and Drinking Water Sampling	10	Margate Public Works Depts

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)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

Date: 2/27/24

Attention: City of Pembroke Pines
Procurement Department

Regarding: RFSQ PSPW-23-20 - CCNA Continuing Services for Citywide Professional Architectural, Engineering, Surveying and Mapping, City of Pembroke Pines, FL

Dear Committee Members,

GFA International, Inc., dba Universal Engineering Sciences (UES), sincerely appreciates the chance to showcase our services and expertise in response to this RFQ for CCNA Continuing Services for the Citywide Professional Architectural, Engineering, Surveying and Mapping. We understand the scopes outlined within and are confident that our capabilities and experience position GFA/UES as the ideal firm to execute the City's Geotechnical and Environmental Engineering Services.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences (UES) strategically merged, forming the Universal Engineering Sciences Family of Companies. This union has created the largest and most experienced organization of its kind in the nation, with more than 15 companies joining us from the Carolinas to California.

It is essential to note that the leadership, personnel, and exemplary service that GFA and all firms within the Universal Family of Companies offer remain unchanged. The merger has increased fleet, personnel, and technology, greatly benefiting all UES clients.

With over 86 fully operational and fully staffed branches across the United States, UES is strategically positioned to meet our clients' needs. Our offices, strategically located nationwide, provide local expertise and region-specific solutions. This wide distribution of resources enables us to rapidly respond to our clients' requirements by promptly allocating equipment and manpower.

At UES, we take pride in our team of dedicated professionals well-versed in the unique geographical conditions and regulations at the state, county, and city levels. Our experienced staff has built strong relationships with local specialized subconsultants and vendors, ensuring comprehensive knowledge and resources for every project.

UES aims to be more than just a service provider. We strive to become an extension of our clients' organizations, acting as trusted advisors. We value the relationships we build and aim to foster a partnership beyond the project.

Our principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This submittal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP and will be valid for 90 days from the date of submittal. GFA/UES attests that the information provided in this RFP response is complete, current, and factual. We are fully committed to performing services for the City of Pembroke Pines for RFQ # PSPW-23-20.

This project will be managed from our Medley office, which has a network of support from other South Florida offices, including Delray Beach, West Palm Beach, and Port St. Lucie, that can be called upon if needed.

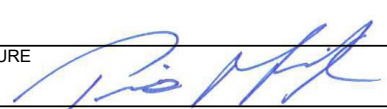
On behalf of our entire team, we thank you for this opportunity, your time, and your consideration. We look forward to working with the City of Pembroke Pines and providing reliable services throughout this contract. Please contact the undersigned if you need to contact us for any reason.

Respectfully,

GFA International, Inc., dba Universal Engineering Sciences (UES)

A handwritten signature in blue ink, appearing to read 'Abel Borges', is written over a horizontal line.

Abel Borges, MBA, MHRM, NLP – Branch Manager
8050 NW 77th Ct, Medley, FL 33166 | p: 321-380-4628

ARCHITECT-ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(If any)</i>		
PART II - GENERAL QUALIFICATIONS						
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (or Branch Office) NAME Universal Engineering Sciences				3. YEAR ESTABLISHED 1966		
2b. STREET 8050 NW 77th Ct				4. UNIQUE ENTITY IDENTIFIER 06-481-7562		
2c. CITY Medley				5. OWNERSHIP		
2d. STATE FL		2e. ZIP CODE 33166		a. TYPE Corporation		
6a. POINT OF CONTACT NAME AND TITLE Travis Merrick - Branch Manager/President - South Florida Division				b. SMALL BUSINESS STATUS N/A		
6b. TELEPHONE NUMBER 239-357-5154		6c. EMAIL ADDRESS tmerrick@teamues.com		7. NAME OF FIRM <i>(If Block 2a is a Branch Office)</i> N/A		
8a. FORMER FIRM NAME(S) <i>(If any)</i>				8b. YEAR ESTABLISHED		
Universal Engineering Testing Company, Inc., Universal Engineering Testing Co. of Merritt Island, Inc.				1964		
				8c. UNIQUE ENTITY IDENTIFIER 06-481-7562		
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	354	19	A10	Asbestos Abatement/Services	5
48	Project Manager	100	7	E09	Environmental Impact Studies	6
07	Biologist	0	0	E12	Environmental Remediation	5
08	CADD Technician	10	0	E13	Environmental Testing & Analysis	5
12	Civil Engineer	0	0	F05	Forensic Engineering	4
15	Construction Inspector	302	12	H03	Haz/Toxic Waste Remediation	5
18	Estimator	4	1	S05	Soils&Geologic Studies/Foundatio	8
23	Environmental Engineer	0	0	T02	Testing & Inspection Services	9
24	Environmental Scientist	45	1	W02	Water Resources & Ground Water	4
26	Forensic/Geo Engineer	0	0	C08	Code Compliance & Threshold Ins	6
27	Foundation/Geo Engineer	95	2			
30	Geologist	17	0			
34	Hydrologist	0	0			
36	Industrial Hygenist	3	0			
40	Material Engineer	0	0			
55	Soils Engineer	44	0			
57	Structural Engineer	5	0			
	Engineering Tech I & II	330	24			
	Lab Technicians/Supervisor	173	5			
	Driller	110	3			
	Other Employees	503	10			
Total		2,095	84			
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>				PROFESSIONAL SERVICES REVENUE INDEX NUMBER		
a. Federal Work		5		1. Less than \$100,000		
b. Non-Federal Work		10		2. \$100,000 to less than \$250,000		
c. Total Work		10		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						
<i>The foregoing is a statement of facts.</i>						
a. SIGNATURE 				b. DATE 2/16/24		
c. NAME AND TITLE Travis Merrick - Branch Manager/President - South Florida Division						

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Brett C. Hensley		13. ROLE IN THIS CONTRACT Program Contract Manager	
		14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences, LLC – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Geology, University of Tennessee		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA 40-Hour HAZWOPER and 8-Hour Refresher Training, Advanced Fire Fighting Hazardous Materials – St. Augustine, Outstanding Performance U.S. EPA Region 2 and 4, Cost Estimating for Remedial Construction, Previously Certified as a Registered Professional Geologist (AL, MS, KY, TN, WY) and CHMM – Master Level			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Neighborhood Renaissance Properties (Coleman Park Renaissance) – West Palm Beach, FL	PROFESSIONAL SERVICES 2021-2023	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Hensley as a senior environmental professional and technical adviser routinely provides environmental assessment and consultative services for investigation and redevelopment of properties designated or associated with Brownfields. Services include Phase I and Phase II Environmental Site Assessments to further assess and evaluate the potential for development of the property. Based on environmental factors (e.g., soil, groundwater, and property condition results) provides remedial design consultation, cost estimates and mitigation oversight to facilitate redevelopment of the property.		
b.	Delray Beach Community Redevelopment Property – Multiple Sites throughout the City - Delray Beach, FL	PROFESSIONAL SERVICES 2021-2023	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge, responsible for overall project performance. The sites consisted of multiple parcels of vacant land zoned for residential use. Phase I and Phase II environmental site assessments; and Limited Additional Assessments were conducted on the sites. Phase II and Additional Limited Assessments involved soil borings, drilling operations of onsite monitoring wells, and soil/groundwater sample collection. Sites were approved for Florida Housing Finance for the development of multi-tenant residential dwellings once all assessments were completed.		
c.	Habitat for Humanity Ft. Lauderdale Infill – Ft. Lauderdale, FL	PROFESSIONAL SERVICES 2021-2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge, responsible for overall project performance. The site consisted of multiple parcels of vacant land zoned for residential use. A Targeted Brownfield Assessment for the surrounding vicinity confirmed that metals, polycyclic aromatic hydrocarbons (PAHs), and dioxins/furans were detected in surface and subsurface soils for surrounding properties in concentrations exceeding the FDEP residential, industrial, and leachability to groundwater soil cleanup target levels (SCTLs). UES conducted a Phase I and Phase II ESA to further assess and evaluate the potential for the development of the property. Based on soil and groundwater results, UES provided remedial design consultation and cost estimates to facilitate property redevelopment with limited source removal complemented by specific engineering controls and green spaces that maximized the available lots for residential development.		
d.	Georgia Hazardous Sites Response Act (HSRA) Contract (Georgia Statewide); TDEC Investigation, Engineering, and Remediation Service Contract – Georgia	PROFESSIONAL SERVICES 2009-2014	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Program Manager for state-wide contract involving comprehensive assessment, investigation, and contaminated site management to include oversight of short-term removal and remedial design and implementation activities at sites listed on the state's Hazardous Site Inventory. Site work included determining the extent of soil that is contaminated to levels exceeding the applicable site-specific non-residential (Type 4) Risk Reduction Standards (RRS); removal and proper disposal of soil that exceeds applicable RRS and conducting post-excavation soil sampling for SVOCs, including PCP and CCA and restoring the sites to match pre-existing grade; installation of groundwater monitoring wells and performance of groundwater sampling.		

e.	(1) TITLE AND LOCATION <i>(City and State)</i> U.S. EPA Region 4 ERCS and ERRS Program – Florida Statewide and Southeastern U.S.	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1993-2001	CONSTRUCTION <i>(If applicable)</i>
		<input checked="" type="checkbox"/> Check if project performed with current firm	
3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Program Manager responsible for more than 150 project-specific delivery orders issued by U.S. EPA Region 4 for abandoned and uncontrolled hazardous waste sites throughout the southeastern United States. Responsible for the timely mobilization of response crews and equipment, and technical direction of project teams to complete concurrent projects, subcontractor selection and oversight, cost/budget control management and schedule control. Assessment, Removal and Remediation Work was performed consistent with Federal, state, and local regulations, codes and permits applicable to the project, including local POTW, air emissions, storm water management, and erosion control. Consistently received ratings of "Exceeds Expectations" for both contract and site management.			

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

12. NAME Jenna Marten, CES	13. ROLE IN THIS CONTRACT Environmental Scientist	14. YEARS EXPERIENCE a. TOTAL 4 b. WITH CURRENT FIRM 2.5	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences, LLC – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Biological Science, University of Wisconsin-Oshkosh BA, Business Management, St. Andrews University	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Certified Environmental Scientist, National Certified Environmental Mold Assessor, Florida EPA Accredited Asbestos Inspector, Florida PADI Certified		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA HAZWOPER 40 HR and HAZWOPER 8 HR Refresher;			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State) Best Discount Dry Cleaners, Coconut Creek, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020-2021 CONSTRUCTION (If applicable)	
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist -Conducted site investigations to delineate the impacts of chlorinated solvents at an active dry cleaner. Once the source of contamination was found, a remedial action plan was proposed and accepted by Broward County. Excavation around the source well found a break in the sewer line. The sewer line was repaired and a Regenesis 3-D Microemulsion and Oxygen Release Compound was applied to the excavated area. Jenna conducted Post Remedial Groundwater Monitoring and Post Remedial Action Status Reports were prepared by Jenna for submittal to Broward County to document the favorable dichlorination of drycleaning solvents and eventually request closure for the site.		
	(1) TITLE AND LOCATION (City and State) Davie Estates, Davie, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION (If applicable)	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist – Davie Estates, Davie, FL Conduct a Wetland Determination for the development of a twenty-four (24) single family residential home community for submittal to the USACE, SFWMD and Broward County. Wetland Assessment consisted of soil borings to analyze for hydric soils, plant/tree identification, completing WATERS and UMAM worksheet scores and wetland-dependent threatened or endangered species or species of special concern analysis. Jenna was responsible for site visits, report preparation, permit applications and communication with regulatory agencies to assure all documentation necessary was submitted and correct.		
	(1) TITLE AND LOCATION (City and State) Phase I/II Environmental Site Assessments, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019-2023 CONSTRUCTION (If applicable)	
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist – Jenna has conducted many Phase I ESA's throughout Florida and other states including: New York, Wisconsin, Minnesota, Georgia, California, Tennessee, Illinois and North/South Carolina. Phase I investigations have consisted of commercial, industrial, agricultural and Mobile Home Communities. Phase I investigations included records review, site reconnaissance, interviews and preparation of the Phase I ESA report. Mobile Home Communities included inspection of septic tanks and EDB analysis for well water systems. Based on the Phase I investigation, Jenna recommended some of the sites continue to a Phase II ESA. Common commercial and industrial properties warranted Phase II studies due to historic underground storage tanks, auto repair operations, metal fabrication operations or dry cleaning activities on or near the site. Agricultural and Mobile Home site often warranted Phase II studies due to historic citrus groves, landscaping/nursery operations or septic system operations.		
	(1) TITLE AND LOCATION (City and State) F3 Marina – Fort Lauderdale, State	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022-Present CONSTRUCTION (If applicable)	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist – This facility is a redeveloped Dry-Stack Marine storage facility. Conduct post-development quarterly groundwater sampling and prepare reports for Broward County. Site history was thoroughly investigated and summarized for the nature of these reports, which included multiple SAR's and remedial efforts. At this time the facility is working with UES for Conditional Closure. Jenna has been the lead Scientist and is working on the final sampling event and No Further Action with Conditions Proposal, according to Chapter 62-780.600(8).		

e.	(1) TITLE AND LOCATION (<i>City and State</i>) Beach Re-Nourishment Restoration, Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021-2022	CONSTRUCTION (<i>If applicable</i>)
	3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Environmental Scientist – Provide daily Turbidity monitoring for beach restoration along the Broward County coastline. A kayak was utilized to navigate the necessary areas for sampling in the Atlantic Ocean. Once in correct location, a horizontal water sampler was used to collect water samples for turbidity readings. Daily reports were prepared as well as detailed weekly reports for the USACE.		
f.	(1) TITLE AND LOCATION (<i>City and State</i>) Westlake, Palm Beach County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021-Present	CONSTRUCTION (<i>If applicable</i>)
	3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Environmental Scientist – Conduct Phase I and Phase IIs for many properties located throughout Westlake prior to development activities. Phase II assessments are mainly prepared for historical and current agricultural use, which also may include use of former UST and septic systems. Arsenic, copper, pesticides, and herbicides are the main contaminants of concern. Areas that test above SCTLs are further delineated and go on to limited hot spot removals for arsenic contamination. Once the soil is properly excavated, transported, and disposed of in an approved landfill, the areas are properly backfilled and reports are prepared for clientele.		

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

12. NAME Samuel Perez	13. ROLE IN THIS CONTRACT Environmental Scientist	14. YEARS EXPERIENCE a. TOTAL 4 b. WITH CURRENT FIRM 4	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences, LLC – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BA, Environmental Studies with Concentration in Ecology and Environmental Assessment, Florida Gulf Coast University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Asbestos Contractor Supervisor #FL-49-0003810, Cert #05262203 Asbestos Survey & Mechanical Inspector #FL-490003810, Cert #08022205AM	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA HAZWOPER 40 HR			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lake Point Restoration – Martin County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist - The project is a permit / water quality certification to expand a surface water management system at an operating sand and limestone mine on 2,241.3 acres of land in the southwest corner of Martin County. An Acquisition and Development Agreement for Public Works Project between the landowners and the South Florida Water Management District (SFWMD) will result in the creation and donation of 1,800 acres of water management, water quality treatment and transfer areas, and the donation of approximately 172 acres of conservation lands for public recreational uses. Mining will be conducted in the west half of the subject property, with the east half reserved for the future construction of above-ground Stormwater Treatment Areas. With the potential to cleanse and convey water between Lake Okeechobee, the St. Lucie Canal, and the L-8 Canal right-of-way, SFWMD has determined that the location of the Lake Point Project will play an integral role in phosphorous reduction and water storage possibilities for the Northern Everglades and Estuary Protection Program. UES provides environmental assessment and compliance monitoring for Lake Point Restoration to satisfy the requirements set forth in Environmental Resource Permit No. 298520-001. The work is performed to prevent the release of naturally-occurring connate saltwater at the site. Reports generated are submitted to the FDEP for review and approval		
	(1) TITLE AND LOCATION (City and State) Palm Beach County Public School Phase I ESA and Drinking Water Sampling (Palm Beach County, Florida)	PROFESSIONAL SERVICES 2022/2023	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist – The site consisted of multiple parcels of commercial land used as an auto dealership and maintenance facility. Phase I and Phase II environmental site assessments; and Limited Additional Assessments were conducted on the site. The Phase II and Additional Limited Assessments involved soil borings, supervised drilling operations of onsite monitoring wells and soil/groundwater/vapor sample co The School District of Palm Beach County contracted UES to conduct Drinking Water Quality Monitoring pertaining to Lead and Copper concentrations for Palm Beach County Elementary, Middle and High Schools. Phase I Environmental Site Assessments for various Palm Beach County schools were conducted in 2022 through 2023. Re-sampling events and recommendations for filter replacement and/or alternative corrective methods are provided within the weekly and yearly report submittals.		
	(1) TITLE AND LOCATION (City and State) Beach Re-Nourishment Restoration, Broward County, Florida	PROFESSIONAL SERVICES 2021-2022	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist / PM – Provide daily Turbidity monitoring for beach restoration along the Broward County coastline. A kayak was utilized to navigate the necessary areas for sampling in the Atlantic Ocean. Once in correct location, a horizontal water sampler was used to collect water samples for turbidity readings. Daily reports were prepared as well as detailed weekly reports for the USACE. and FDEP.		
	(1) TITLE AND LOCATION (City and State) The Lighthouse of Broward County – Fort Lauderdale, Florida	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		

	Environmental Scientist – UES provided a phase II ESA for the facility following a phase I ESA that identified Recognized Environmental Conditions at the property. UES observed the installation of soil borings and monitoring wells. Subsequent to the soil borings and monitoring wells UES sampled the soil and groundwater and soil. The results of the sampling were then compiled into a report and provided to the client.		
	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Facilities Development & Operations		(2) YEAR COMPLETED
	PROFESSIONAL SERVICES 2020-Current		CONSTRUCTION <i>(if applicable)</i>
e.	3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Asbestos Inspector / Asbestos Supervisor / PM– Provided asbestos consulting services for many facilities throughout Palm Beach County. Completion of asbestos surveys prior to upcoming renovations. In addition to asbestos surveys UES provided oversight and air clearance monitoring services during abatement activities when asbestos was present in building materials.		

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

12. NAME Jodie Arscott	13. ROLE IN THIS CONTRACT Environmental Department Manager	14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Delray Beach, Florida			
16. EDUCATION (Degree and Specialization) BS, Bachelors of Geology		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA HAZWOPER 40 HR and HAZWOPER 8 HR Refresher			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State) Oakland Park City Hall (Oakland Park, Florida)	(1) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The site was initially assessed as an investigation of a petroleum odor observed at the southern exterior of the City Hall Office Building during geotechnical activities onsite. Phase I and II Environmental Site Assessments were conducted and impacted soil and/or groundwater were not documented to be present onsite. No further assessment was recommended for the site.		
	(1) TITLE AND LOCATION (City and State) City of Coral Gables Former Incinerator Assessment (Coral Gables, Florida)	Ongoing	
		PROFESSIONAL SERVICES 2023-2024	CONSTRUCTION (If applicable) N/A
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The City of Coral Gables demolished a former incinerator building, combustion chambers and incinerator stack, of which remnants and material were presumably transferred to the project location. Soil and groundwater assessments are required by DERM for redevelopment of the property and have been ongoing. UES is currently contracted to perform soil characterization, response comments to DERM Letters, conduct the proposed sampling plan and provide a Contaminated Soil Management Plan, Health and Safety Plan, Dust Control Monitoring Plan and an Air Monitoring plan as they relate to the proposed redevelopment of the site.		
	(1) TITLE AND LOCATION (City and State) Neighborhood Renaissance Properties (Coleman Park Renaissance) (West Palm Beach, Florida)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022/2023	CONSTRUCTION (If applicable) N/A
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The site consisted of multiple parcels of vacant land zoned for residential use. Phase I and Phase II environmental site assessments; and Limited Additional Assessments were conducted on the site. Phase II and Additional Limited Assessments involved soil borings, supervised drilling operations of onsite monitoring wells and soil/groundwater sample collection. The site was approved for Florida Housing Finance for development of multi-tenant residential dwellings once all assessments were completed.		
	(1) TITLE AND LOCATION (City and State) Broward County Segment II Beach Renourishment, (Broward County, Florida)	(1) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021/2022	CONSTRUCTION (If applicable) N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The site required daily Turbidity monitoring for beach restoration along the Broward County coastline. A kayak was utilized to navigate the necessary areas for sampling in the Atlantic Ocean. A horizontal water sampler was used to collect water samples for turbidity readings. Daily reports were prepared as well as detailed weekly reports for the USACE and FDEP.		
	(1) TITLE AND LOCATION (City and State) Palm Beach County Public School Phase I ESA and Drinking Water Sampling (Palm Beach County, Florida)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022-2024	CONSTRUCTION (If applicable) N/A
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The School District of Palm Beach County contracted UES to conduct Drinking Water Quality Monitoring pertaining to Lead and Copper concentrations for Palm Beach County Elementary, Middle and High Schools. Phase I Environmental Site Assessments for various Palm Beach County schools were conducted in 2022 through 2023. Re-sampling events and recommendations for filter replacement and/or alternative corrective methods are provided within the weekly and yearly report submittals.		

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

12. NAME Jonathan Bulley, MS, PMP, CSP, LAC	13. ROLE IN THIS CONTRACT Senior Environmental Manager	14. YEARS EXPERIENCE a. TOTAL 20 b. WITH CURRENT FIRM 6	
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences (UES) – Delray & Miami, Florida			
16. EDUCATION (Degree and Specialization) MS, Environmental Engineering, Florida International University BS, Agricultural Science, Kwame Nkrumah University of Science and Technology	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida Licensed Asbestos Consultant # AX133 Michigan, Professional Engineer # 6201058528 – Environmental Project Management Professional #2171146 Certified Safety Professional # CSP-42813 Florida Qualified Stormwater Management Inspector # 27542		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA HAZWOPER 40 HR and HAZWOPER 8 HR Refresher; EPA AHERA Building Inspector. EPA AHERA Management Planner; EPA AHERA Project Designer; EPA AHERA Contractor Supervisor			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	City of Sunrise - Various Asbestos Containing Building Materials Surveys & Underground Utility Locating Services Sunrise, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Department Manager - Mr. Jonathan Bulley directed services for utility potholes/soft digs that included a Ground Penetrating Radar (GPR) survey and reporting at nineteen locations in the City of Sunrise. The soft dig/pothole locations were provided by the City of Sunrise and included ten locations along a Force Main Pipeline and nine locations along a Water Main Pipeline. A GPR survey was performed at each location first to identify the pipeline and predetermine the approximate depth of the pipeline. Subsequently, each site was vacuum excavated to determine pipe size, pipe depth and visually confirm pipe material as suspect asbestos-containing material for the Force Main and Water Main pipelines. In addition, provided an asbestos survey of aboveground piping scheduled for demolition. An Asbestos Hazard Emergency Response Act (AHERA) Certified Asbestos Inspector conducted an asbestos sampling survey of the aboveground piping. The inspector collected an appropriate number of bulk samples that were analyzed according to the Environmental Protection Agency (EPA) Polarized Light Microscopy (PLM) Method. None of the suspect material samples collected and analyzed during the NESHAP asbestos sampling survey were asbestos-containing materials. Additionally, UES provided services for limited lead paint testing of piping components scheduled to be removed for the presence of lead-based paint. Testing was performed with a properly calibrated XRF instrument manufactured by RMD, Inc., and operated by a certified EPA Risk Assessor. The results indicated lead-based paint in amounts equal to or greater than 1.0 mg/cm2 was not detected on the piping components.		
	(1) TITLE AND LOCATION (City and State) Quay Property and Seven Mile Property Phase I ESA Marathon, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Environmental Manager – Mr. Jonathan Bulley directed and reviewed Phase I Environmental Site Assessments prepared in accordance with ASTM E1527-13 for The Quay Property at 12650 Overseas Highway and Seven Mile Marina Property at 1090 Overseas Highway in Marathon, Florida. The purpose of the assessments was to identify Recognized Environmental Conditions in connection with the subject properties as defined in ASTM E1527-13. The subject properties consisted of two parcels of land approximately 3 acres occupied by a former restaurant and a boat ramp with associated parking lot. UES reviewed aerial photographs, city directories, topographic maps, property records, regulatory databases and performed site visits and interviews for the assessments. The assessment performed by UES did not identify Recognized Environmental Conditions at the subject property at one of the properties. The assessments were completed by UES within budget and schedule.		
	(1) TITLE AND LOCATION (City and State) Broward County Segment II Beach Renourishment Broward County, FL	PROFESSIONAL SERVICES 2021-2022	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Department Manager - This project involved placement of beach sand material along the beach in Pompano Beach in Broward County, Florida. Mr. Jonathan Bulley directed daily turbidity monitoring and weekly reporting during the placement of the beach sand material as per Florida Department of Environmental Protection Permit No. 0314535-001-JC / 003-JN. UES Environmental Scientists performed turbidity monitoring at the subject site every four hours (or in the event of a plume) during daylight, as per the Permit No. 0314535-001-JC / 003-JN. UES Environmental Scientist collected the turbidity Compliance Station sample within 1 foot of the surface and from mid-depth within the densest portion of any visible turbidity plume originating from the project site, no more than 150 meters down current from the project site. A Background Station sample was also collected within 1 foot of the surface and from mid-depth no less than 300 meters up current of the beach placement area, at the same distance offshore as the Compliance Station sample. All readings from the Compliance Station sample location and the Background Station sample location were compared to		

	ensure that net turbidity did not exceed 29 NTUs (Nephelometric Turbidity Units). Samples were collected using a LaMotte Horizontal sampler (Serial #1087) lowered into the water column within 1 foot of the surface and also to mid-depth and activated to capture the sample. Samples are retrieved from the sampler and analyzed within 30 minutes of collection. The monitoring activities were completed within budget and schedule.		
	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Public School Phase I ESA Palm Beach County, FL		(2) YEAR COMPLETED
		PROFESSIONAL SERVICES 2018 - Ongoing	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p>Senior Environmental Manager – Mr. Jonathan Bulley directed Drinking Water Quality Monitoring for Lead and Copper concentrations at Palm Beach County Elementary, Middle and High Schools. The Drinking Water Sampling activities include mobilization to the facility to initially survey sample locations, develop sample IDs, and bag locations to prevent use followed by collection of drinking water samples that includes collection of first draw and flush samples. Samples are submitted to a NELAC-accredited laboratory for analysis of Copper and Lead by EPA Method 200.8. The laboratory analytical report, exceedance summary, field notes, and photo log of exceedances are then provided to the School District. The sampling, monitoring and reporting activities were completed by UES within budget and schedule.</p> <p>Additionally, Mr. Jonathan Bulley directed and reviewed Phase I Environmental Site Assessments completed in accordance with ASTM E1527-13 for various Palm Beach County Schools. The purpose of the assessments was to identify Recognized Environmental Conditions in connection with the subject properties as defined in ASTM E1527-13. The assessments were completed by UES within budget and schedule.</p>		
	(1) TITLE AND LOCATION <i>(City and State)</i> Bradford Marine – Fort Lauderdale, FL - Phase I ESA , Phase II ESA, Site Assessment Reporting and Source Removal (3051 State Road 84), Fort Lauderdale, FL		(2) YEAR COMPLETED
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p>Environmental Department Manager - A Phase I Environmental Site Assessment (ESA) was prepared for the subject property in December of 2018. The Phase I ESA identified the site's historic use as a marine maintenance facility as onsite recognized environmental conditions (RECs). Furthermore, adjoining properties including a railroad yard, lumber yard, and historic gasoline service stations were listed as offsite recognized environmental conditions. To address these concerns, UES performed a Limited Soil and Groundwater Assessment for potential site developers/investors in December 2018. The results of this limited soil and groundwater assessment indicated widespread impacts to soils, sediment and groundwater at the subject property. Subsequently, in April of 2019, UES performed a Site Assessment to delineate horizontal and vertical impacts of contaminant of concern onsite. UES performed source removal activities through the excavation and disposal of approximately 1,119 tons of impacted soils. An Interim Source Removal Report was submitted to the Broward County Environmental Engineering and Permitting Division (Division) with recommendations of No Further Action. A No Further Action Approval Letter was issued by the Division in January of 2020.</p>		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Carlos Mercado, PE, MS		13. ROLE IN THIS CONTRACT Principal Geotechnical Engineer	
		14. YEARS EXPERIENCE a. TOTAL 34 b. WITH CURRENT FIRM 11	
15. FIRM NAME AND LOCATION (City and State) UES – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Civil Engineering MS, Geotechnical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer – FL Professional Engineer – Puerto Rico	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Rivera Beach Fire Station – Rivera Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer – This project was an existing Fire Station that was demolished, and a new 2-story building was constructed in its place. GFA dba UES performed geotechnical and environmental evaluations.		
b.	(1) TITLE AND LOCATION (City and State) Proposed Lift Station - Hollywood, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed a geotechnical evaluation for the construction of the new lift station.		
c.	(1) TITLE AND LOCATION (City and State) PBC Courthouse – West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed geotechnical evaluations for SOG and water intrusion assessments.		
d.	(1) TITLE AND LOCATION (City and State) Temporary Fire Station – Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - GFA dba UES performed construction materials testing for this temporary fire station.		
e.	(1) TITLE AND LOCATION (City and State) Sunrise Municipal Complex - Sunrise, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Branch Manager/Principal Geotechnical Engineer - Construction of a Five-story City Hall with associated site work, a three-story parking structure, a covered walkway connecting the new parking structure to the existing community center, a pedestrian promenade, a lake observation deck, and the amphitheater renovations/additions. GFA dba UES performed construction materials testing and inspections.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME Alberto Mercado, EI		13. ROLE IN THIS CONTRACT Geotechnical Department Manger	
		14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Universal Engineering Sciences – Delray Beach, FL			
16. EDUCATION (Degree and Specialization) BS, Civil Engineering, University of Central Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Florida Engineer – FL #95703	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) WTC Tamarac – Tamarac, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Department Manager – UES was contracted by the City of Tamarac to perform geotechnical investigations. This project consisted of a 2-Story Tamarac Control Building, single-story fluoride building, single-story NaOCl Building, single-story MCC/SCAOA Building, covered walkway/overhead catwalk, single-story structures within the water treatment complex. <input checked="" type="checkbox"/> Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) STA-1W Refurbishments – Palm Beach County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Department Manager – UES was contracted to perform geotechnical evaluation that included demo and removal of ten CMP culverts (G-253 A-J) located in the South Florida Water Management District's (SFWMD) Stormwater Treatment Area 1 West (STA-1W). <input checked="" type="checkbox"/> Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) Proposed Lift Station – Hollywood, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Department Manager – UES performed a geotechnical evaluation for the construction of a new lift station. <input checked="" type="checkbox"/> Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State) Oakland Park City Hall – Oakland Park, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Department Manager – UES performed geotechnical evaluations for Oakland Park City Hall, which consisted of a 9-story mixed-use building, a 5-story mixed-use building, and a 3-story residential building. <input checked="" type="checkbox"/> Check if project performed with current firm		
e.	(1) TITLE AND LOCATION (City and State) Sunrise Municipal – Sunrise, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Department Manager – UES performed construction materials testing and inspections for the construction of a 5-story City Hall with associated site work, a 3-story parking structure, a covered walkway connecting the new parking structure to the existing community center, a pedestrian promenade, a lake observation deck, and the amphitheater renovations/additions. <input checked="" type="checkbox"/> Check if project performed with current firm		

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

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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)*

Margate Public Works Department - Margate, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2021

CONSTRUCTION *(If applicable)*
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Carnahan Proctor and Cross Inc.

b. POINT OF CONTACT NAME

Herb Tillman

c. POINT OF CONTACT TELEPHONE NUMBER

407-960-5980

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

This project consisted of the new construction of a 10,700 sq-ft building and demolition of a structure within the footprint. GFA dba UES performed 6 SPTs to 20 ft for the foundation recommendations and two 4-inch concrete cores that were tested for compressive strength.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME GFA dba Universal Engineering Sciences, LLC	(2) FIRM LOCATION <i>(City and State)</i> Delray, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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

20. EXAMPLE PROJECT KEY NUMBER

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

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**VENDOR INFORMATION FORM**

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	GFA International, Inc.		
Doing Business As (DBA)	Universal Engineering Sciences		
Primary Business Address	1215 Wallace Drive		
	City:	Delray Beach	
	State:	FL	Zip: 33444
	Country:	United States	
Remit To Address	8050 NW 77 th Ct		
	City:	Medley	
	State:	FL	Zip: 33166
	Country:	United States	
Order From Address	8050 NW 77 th Ct		
	City:	Medley	
	State:	FL	Zip: 33166
	Country:	United States	
Foreign Entity (Yes/No)	No		
Telephone Number	305.249.8434		
Primary Company E-mail	info@teamues.com		
Fax	305.945.1911		
Website	www.teamues.com		
DUNS	04-971-6504		
Independent Contractor (Yes/No)	Yes		
Identification Number	SSN:		FID: 65-0874962

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)	Jonathan Bulley		
Description/Title/Position	Regional Manager Environmental Services		
Phone (Voice)	561.347.0070		
Phone (Text)	786.543.7897	Opt In (Y/N):	Y
Fax	305.945.1911		
E-mail	jbulley@teamues.com		

Request for Taxpayer Identification Number and Certification

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

Exhibit "B"

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. GFA International, Inc		
2 Business name/disregarded entity name, if different from above DBA Universal Engineering Sciences		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) NA Exemption from FATCA reporting code (if any) NA <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1215 Wallace Drive	Requester's name and address (optional)	
6 City, state, and ZIP code Delray Beach, FL 33444-4600		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

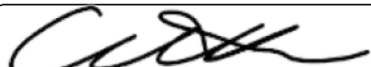
Social security number									
			-			-			
or									
Employer identification number									
6	5	-	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 01/08/2024
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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.

**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)	GFA International, Inc.		
Doing Business As (DBA)	Universal Engineering Sciences		
Primary Business Address	1215 Wallace Drive		
City:	Delray Beach		
State:	FL	Zip:	33444
Country:	United States		

Organization Background	
Please state the year that you company started its business	1988
Please state the year that your company started providing service under your current business name	1988
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
Engineering Business Registry	4930	N/A

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

Please Provide a Summary of your Company and What Services you provide
<p>UES is a privately held, rapidly growing engineering and consulting firm with expertise in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. With nearly 4,000 professionals across 85+ branches, UES provides personalized engineering, environmental, testing and inspection services to clients across the United States. UES consults on projects of all sizes in industries such as transportation, water and wastewater, data centers, energy, healthcare, education, residential, and more.</p> <p>Our Services Include: Environmental, Geotechnical Engineering, Materials Testing, Building Inspections & Code Compliance, and Geophysical Technology/Virtual Design Consulting, Building Envelope</p>



City of Pembroke Pines

Exhibit "B"

(OFFICE USE ONLY) Vendor # _____

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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 GFA International, Inc. dba Universal Engineering Sciences
(name of entity submitting sworn statement) whose business address is
1215 Wallace Dr, Delray Beach, FL 33444
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0874962. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Travis Merrick and my
(Please print name of individual signing)

relationship to the entity named above is President - South Florida Division.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Travis Merrick

Bidder's Name/Signature

GFA International, Inc. dba
Universal Engineering Sciences
Company

2/13/24
Date



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;



City of Pembroke Pines

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

☐ 4. The Contractor is a governmental agency;

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

COMPANY NAME: GFA International, Inc. dba Universal Engineering Sciences

AUTHORIZED OFFICER NAME / SIGNATURE: Travis Merrick

A handwritten signature in blue ink, appearing to read "Travis Merrick", written over a horizontal line.



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

Travis Merrick

 Authorized Signer Name

GFA International, Inc. dba
 Universal Engineering Sciences

 Company Name

certify that GFA International, Inc. dba Universal Engineering Sciences :
Company Name

- 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.

GFA International, Inc. dba Universal Engineering Sciences	Travis Merrick	President - South Florida Division
<u>Company Name</u>	<u>Print Name / Signature</u>	<u>Title</u>



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: GFA International, Inc. dba Universal Engineering Sciences

PRINTED NAME / AUTHORIZED SIGNATURE: Travis Merrick



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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

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

COMPANY NAME: GFA International, Inc. dba Universal Engineering Sciences

PRINTED NAME / AUTHORIZED SIGNATURE: Travis Merrick

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


LOBBYING

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

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

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

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



Signature of Contractor's Authorized Official

Travis Merrick - President, South Florida Division

Printed Name and Title of Contractor's Authorized Official

GFA International, Inc. dba Universal Engineering Sciences

Contrator / Name of Company

2/13/24

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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



Signature of Contractor's Authorized Official

Travis Merrick - President, South Florida Division

Printed Name and Title of Contractor's Authorized Official

GFA International, Inc. dba Universal Engineering Sciences

Contrator / Name of Company

2/13/24

Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

COMPANY NAME: GFA International, Inc. dba Universal Engineering Sciences

PRINTED NAME / AUTHORIZED SIGNATURE: Travis Merrick



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
UNIVERSAL ENGINEERING SCIENCES, LLC

Filing Information

Document Number	L20000003595
FEI/EIN Number	59-1117804
Date Filed	01/06/2020
Effective Date	04/29/1966
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/21/2020
Event Effective Date	NONE

Principal Address

3532 Maggie Blvd
ORLANDO, FL 32811

Changed: 03/23/2023

Mailing Address

3532 Maggie Blvd
ORLANDO, FL 32811

Changed: 03/23/2023

Registered Agent Name & Address

Cogency Global Inc.
115 North Calhoun Street
Suite 4
TALLAHASSEE, FL 32301

Name Changed: 09/19/2023

Address Changed: 09/19/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

OBSIDIAN GROUP ACQUISITIONS, INC.

4205 Vineland Road

Suite L1

Orlando, FL 32811

Title CEO

Witsken, Dave

4205 Vineland Road

Suite L1

ORLANDO, FL 32811

Title CFO, Treasurer

Dear, Michael

3532 Maggie Blvd

ORLANDO, FL 32811

Title VP

Elzweig, Gary

561 Willow Point Way

Knoxville, TN 37931

Title Secretary

Butterfield, Benjamin

3532 Maggie Blvd

ORLANDO, FL 32811

Title President

Kushner, Richard G.

3532 Maggie Blvd

ORLANDO, FL 32811

Annual Reports

Report Year	Filed Date
2022	01/10/2022
2023	03/23/2023
2023	09/19/2023

Document Images

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01/08/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- LC Amendment	View image in PDF format
02/14/2020 -- LC Amendment	View image in PDF format

[01/27/2020 -- CORLCRACHG](#)

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Exhibit "B"

[01/06/2020 -- Florida Limited Liability](#)

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LICENSEE DETAILS

4:00:39 PM 10/13/2023

Licensee Information

Name:	GFA INTERNATIONAL, INC. (Primary Name) UNIVERSAL ENGINEERING SCIENCES (DBA Name)
Main Address:	1215 WALLACE DRIVE DELRAY BEACH Florida 33444
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4930
Status:	Current
Licensure Date:	02/12/1988
Expires:	

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

Awarded Discipline(s)
C - Geotechnical

City of Pembroke Pines Standard Rates Effective January 1, 2026			
Labor Category	Description	UOM	Rates
Principal for Discipline(s) C: <i>C - Geotechnical Services</i>	Corporate Officer, Department Head or Practice Manager with PE License	Hour	\$ 175.00
Engineer IV	20+ years experience as a Licensed PE	Hour	\$ 250.00
Engineer III	15-20 years experience as a Licensed PE	Hour	\$ 225.00
Engineer II	8-14 years experience as a Licensed PE	Hour	\$ 200.00
Engineer I	4-8 years experience as a Licensed PE	Hour	\$ 175.00
Engineer Intern	Graduate with BS Degree in Engineering with Engineering Intern (EI) Certificate	Hour	\$ 145.00
Engineer Assistant	Graduate with BS Degree in Engineering without Engineering Intern (EI) Certificate	Hour	\$ 125.00
Engineering CADD III	Engineering CADD Technician with 10+ Years Experience	Hour	\$ 130.00
Engineering CADD II	Engineering CADD Technician with 5-9 Years Experience	Hour	\$ 120.00
Engineering CADD I	Engineering CADD Technician with 0-4 Years Experience	Hour	\$ 110.00
Administrative	Clerical Assistance	Hour	\$ 75.00

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.

Geotechnical Services and Equipment Rates - For Geotechnical Services, rates for specialized equipment, including but not limited to drilling rigs, support vehicles, testing equipment, and related services, are not established by this rate sheet and shall be submitted with each applicable Work Order for the CITY's review and written approval prior to issuance and acceptance of the Work Order.