

*CITY OF POMPANO BEACH,  
FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT**

**with**

**DORSKY YUE INTERNATIONAL, LLC**



**CONTINUING CONTRACT FOR ARCHITECTURAL SERVICES FOR  
VARIOUS CITY PROJECTS RLI E-24-20**

## **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

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This Contract is made on \_\_\_\_\_, by and between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Dorsky Yue International, LLC., an Ohio corporation authorized to do business in Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

### **ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES**

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-24-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Karina Blanco, Associate Principal

The CITY's representative shall be City Engineer or designee,

### **ARTICLE 2 – TERM**

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. E-24-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

#### **ARTICLE 5 – TERMINATION**

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's

written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

## **ARTICLE 6 – PERSONNEL**

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

## **ARTICLE 7 – SUBCONTRACTING**

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## **ARTICLE 8 – FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## **ARTICLE 10 - INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) 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 Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any 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. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## **ARTICLE 11 – INDEMNIFICATION**

A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

## **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

## **ARTICLE 13 – REMEDIES**

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 14 – CONFLICT OF INTEREST**

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

## **ARTICLE 15 – EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

## **ARTICLE 16 – DEBT**

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

## **ARTICLE 18 – CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

## **ARTICLE 19 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## **ARTICLE 20 – NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

## **ARTICLE 21 – INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## **ARTICLE 22 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## **ARTICLE 25 – MODIFICATION OF SCOPE OF WORK**

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$75,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## **ARTICLE 26 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

### **FOR CITY:**

City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Karina Blanco  
Dorsky Yue International  
101 NE 3<sup>rd</sup> Avenue Suite 500  
Fort Lauderdale, Florida 33301

**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City’s interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

**ARTICLE 29 – PUBLIC ENTITY CRIMES ACT**

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

**ARTICLE 30 – GOVERNING LAW**

This Contract must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

## **ARTICLE 31 - BINDING EFFECT**

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**“CITY”**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

"CONSULTANT"

Dorsky Yue International, LLC

Witnesses:

[Handwritten Signature]

Signature

Karina Blanco

Name Typed, Printed or Stamped

[Handwritten Signature]

Signature

VERONICA J. VELA - OLONTEGUI

Name Type, Printed or Stamped

By:

[Handwritten Signature]

Victor Yue, Managing Member

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29 day of March, 2021, by Victor Yue, as Managing Member of Dorsky Yue International, an Ohio corporation authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced Drivers License (type of identification) as identification.

NOTARY'S SEAL:



[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Maria Lezcano  
(Name of Acknowledger Typed, Printed or Stamped)

GG 966767  
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR LETTERS OF INTEREST  
E-24-20**

**CONTINUING CONTRACT FOR ARCHITECTURAL  
SERVICES**

**RLI OPENING: AUGUST 10, 2020 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

July 9, 2020

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR LETTERS OF INTEREST  
E-24-20

CONTINUING CONTRACT FOR ARCHITECTURAL SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit qualifications and experience for consideration to provide architectural services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 10, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

**Introduction**

The City of Pompano Beach is seeking qualified architectural firms to work on various projects for the City. The projects range in magnitude from small-scale to large or specialized designs.

**The types of projects to be undertaken may include, but are not limited to:**

- The City's approved Capital Improvement Plan (CIP) maybe found here: [Adopted Capital Improvement Plan FY 2020-2024](#)
- Municipal Buildings, Renovations
- Bridge repair, reconstruction, or replacement projects.
- Miscellaneous building repair or improvement projects.
- Roofing repair or replacement projects.
- Seawall repair, reconstruction, or replacement projects.
- Parks and Recreational Facilities projects.
- Emergency power projects.
- Sign Foundations

## A. Scope of Services

The City intends to issue multiple contracts to architectural firms to provide continuing professional services to the City for various projects as-needed. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.00.

### The scope of services may include, but is not limited to, the following:

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of modeling, surveying, and field data analysis. Preparation of preliminary cost estimates.
- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, Development Review Committee (DRC), Architectural Appearance Committee (AAC), Planning & Zoning (P&Z) bidding and bid award meeting may also be required.
- Attend a pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all applicable agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, to ensure applicable code and contractual compliance preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous municipal experience and must be licensed to practice **Architecture** in the State of Florida, pursuant to Florida State Statute 481, by the Board of Professional Regulation.

## B. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Consultant will be required to provide all applicable insurance requirements.

## C. Term of Contract

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

**D. Project Web Requirements:**

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. , These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

**E. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute

goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

**Please note that, while no goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.**

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and

the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

#### **F. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Technical Approach:**

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Project Team Form:**

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this solicitation. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

**Office Locations:**

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

**Reviewed and Audited Financial Statements:**

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

## G. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX <b>premises - operations explosion &amp; collapse</b>	<b>bodily injury and property damage</b>
— hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	

**REAL & PERSONAL PROPERTY**

— comprehensive form	Agent must show proof they have this coverage.
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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

**CYBER LIABILITY**

Per Occurrence Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
___	Network Security / Privacy Liability		
___	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___	Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
___	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

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3. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

(d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**H. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<b>Line</b>	<b>Criteria</b>	<b>Point Range</b>
1	<p>Prior experience of the firm with projects of similar size and complexity:</p> <ul style="list-style-type: none"> <li>a. Number of similar projects</li> <li>b. Complexity of similar projects</li> <li>c. References from past projects performed by the firm</li> <li>d. Previous projects performed for the City (provide description)</li> <li>e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)</li> </ul>	0-15
2	<p>Qualifications of personnel including sub consultants:</p> <ul style="list-style-type: none"> <li>a. Organizational chart for project</li> <li>b. Number of technical staff</li> <li>c. Qualifications of technical staff: <ul style="list-style-type: none"> <li>(1) Number of licensed staff</li> <li>(2) Education of staff</li> <li>(3) Experience of staff on similar projects</li> </ul> </li> </ul>	0-15
3	<p>Proximity of the nearest office to the project location:</p> <ul style="list-style-type: none"> <li>a. Location</li> <li>b. Number of staff at the nearest office</li> </ul>	0-15
4	<p>Current and Projected Workload</p> <p>Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points</p>	0-15
5	<p>Demonstrated Prior Ability to Complete Project on Time</p> <p>Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.</p>	0-15
6	<p>Demonstrated Prior Ability to Complete Project on Budget</p> <p>Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.</p>	0-15
7	<p>Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)</p>	0-10

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**I. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**J. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

**K. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of 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;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

**L. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**M. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**N. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**O. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**P. Contract Terms**

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct

of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**Q. Waiver**

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**R. Survivorship Rights**

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**S. Termination**

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**T. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**U. Acceptance Period**

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**V. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**W. Standard Provisions**

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:  
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of 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;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically 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.

- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **X. Questions and Communication**

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

### **Y. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

### **Z. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

**N THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

\_\_\_\_\_, \_\_\_\_\_  
(number) (Title)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**PROJECT TEAM**

SOLICITATION NUMBER \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

**SUB-CONSULTANT**

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify





### Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

#### **RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.



## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

<b>Local Business Payment Report</b>						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
<b>Total Paid to Date for All Local Business Subcontractors (21) \$</b>						<b>0.00</b>

**I certify that the above information is true to the best of my knowledge.**

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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**Local Business Subcontractor Utilization Report Instructions**

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.





LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESS(es) to bid work  
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

Solicitation # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

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2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

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3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

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7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D"

**DORSKY + YUE INTERNATIONAL**  
ARCHITECTURE

101 N.E. 3RD AVE., SUITE 500  
FORT LAUDERDALE, FL 33301

Karina Blanco  
954.703.7830

Request for Letter of Interest  
E-24-20

**City of Pompano Beach, Florida**

August 10th, 2020

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Section 7	Resume of Key Personnel
Section 8	Local Businesses
Section 9	Litigation
Section 10	City Forms

**DORSKY+YUE INTERNATIONAL**  
ARCHITECTURE

August 10, 2020

Purchasing Office  
City of Pompano Beach  
1190 NE 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, FL 33060

Ref: Letter of Transmittal RLI # E-24-20  
Continuing Contract for Architectural Services

Dear Sir or Madam:

**DORSKY + YUE INTERNATIONAL (DYI)** is pleased to submit herein our response to the City's Request for Letters of Interest (RLI) for Continuing Contract for Architectural Services.

The firm understands the Continuing Contract for Architectural Services may involve projects that range in magnitude from small-scale to large or specialized designs, which is similar in the wide variety of projects that the firm undertakes.

**DYI** hereby expresses its interest and commitment to render quality professional services for the Scope of Work described in the RLI. Combining **DYI's** South Florida presence with the experience of its Pompano Beach and Broward County based consultants assembled for this project creates a team positioned to provide quality design and responsive services to meet your project goals.

The person who will be authorized to make representations for the Firm:

Karina Blanco  
Associate  
101 NE 3<sup>rd</sup> Avenue, Suite 500  
Fort Lauderdale, FL 33301  
954-703-7830  
kblanco@dorskyyue.com

Sincerely,

**DORSKY + YUE INTERNATIONAL LLC**

Victor Yue

## 2. TECHNICAL APPROACH - PHASE, SCHEDULE, COST AND QUALITY CONTROL



## 2. TECHNICAL APPROACH - PHASE, SCHEDULE, COST AND QUALITY CONTROL

**Dorsky + Yue International (DYI)** is a client focused firm. The firm has an established reputation of decades of producing innovative and quality designs with expedient services. The delivery of its services is custom tailored to meet the specific project needs of its clients. Upon selection as the Architect to render continuing services for the City of Pompano Beach, DYI and its team of local consultants will render services with the following approach:

### PROJECT PHASES:

#### A. Schematic Design Phase

1. The Architect will conduct a review of Planning and Zoning Regulations, and Building Codes applicable to a Project.
2. The Architect will assist the City in defining a program, targeted budget and schedule for a Project.
3. The Architect will test design options for the City's targeted program.
4. Upon review of the design options with the City and based on a selected program and solution by the City, the Architect will further develop the design and prepare a set of Schematic Design drawings.
5. The Architect will coordinate work with other consultants.
6. The Architect will prepare a Package for submission to governing jurisdictions for review if required.
7. The Architect will attend public meetings if required.

#### B. Design Development Phase

1. Upon receiving a notice to proceed from the City, the Architect and its Consultants will confirm the program, budget and schedule and further develop the design and study options for building systems, materials and finishes for the project.
2. During this phase, the Architect and its Consultants will participate in value engineering exercises with the City to determine appropriate cost-effective construction systems and materials.
3. The Architect will assist in coordination of work performed by other consultants.
4. The Architect will prepare a set of Design Development Documents and outline specifications.

## 2. TECHNICAL APPROACH - PHASE, SCHEDULE, COST AND QUALITY CONTROL

### C. Construction Document Phase

1. Upon receipt of a Notice to Proceed, the Architect and its Consultants will prepare a set of Civil Engineering, Landscape Architectural, Architectural, Structural, Mechanical, Electrical, Plumbing and Fire Protection Engineering Construction Documents and Specifications for the Project.
2. The Architect will assist in coordination of work performed by other consultants.
3. The Architect will participate in value engineering exercises with the City and make revisions within the defined program.

### D. Bid and Permit Phase

1. The Architect and its Consultants will issue a set of Permit Documents, assist the Owner in the building permit application process, and respond to comments from the building department.
2. The Architect and its Consultants will issue a set of Contract Documents and assist the Owner in the bid process.
3. The Architect will respond to questions of bidders and issue addenda if required.

### E. Construction Administration Phase

1. The Architect and its Consultants will provide construction administration services stated herein during construction of the Project.
2. The Architect and its Consultants will process and review shop drawings and finish material samples submitted by the General Contractor.
3. The Architect will respond to the General Contractor's Requests for Information.
4. The Architect will conduct site visits, prepare site observation reports, and certify payment applications from the General Contractor during the construction period of the Project.
5. The Architect will attend OAC Meetings.
6. The Architect will make site visits and prepare a punch list at completion of the Project.

### SCHEDULE, COST AND QUALITY CONTROL:

**DYI** and its consultants have an excellent track record for their ability to deliver projects with design excellence, aggressive schedule and tight budgetary constraints within their field of practice regardless of scale and complexity.

Upon establishing an understanding of a Scope of Work for the Project, **DYI** will assist the City of Pompano Beach to establish a construction budget and schedule for the Project. During the design process, the Architect will provide design options that are consistent with the project goal and advise of design decisions that may have an impact on time or budget. The Architect will work with the City on value engineering exercises during Design Development and Construction Document Phase of the project. The Architect will work with bidders and contractors in considering acceptable alternates and substitutions that would not adversely affect the quality of design as determined by the City.

## 2. TECHNICAL APPROACH - PHASE, SCHEDULE, COST AND QUALITY CONTROL

### Examples of Completed Projects with Tight Schedule and Budgetary Constraints:

*4 West Las Olas, Fort Lauderdale:* a 25-story, 260-unit apartment building. The project had a targeted budget of \$59 million. The estimate at conclusion of Design Development was \$58.10 million. The contracted price at the conclusion of Construction Documents was \$59.06 million. The project was delivered on scheduled. \$277,000 of change orders, or less than 1/2% of the contracted price, were executed during Construction Administration Phase.

*Harbor Village, Pompano Beach:* building façade renovation of eight buildings and addition of a pedestrian arcade. The project had a targeted budget of \$1.72 million. The estimate at the conclusion of Schematic Design, was \$1.63 million. There were owner driven scope changes initiated by two of the properties during Design Development. The revised estimate at the conclusion of Design Development was \$1.72 million. At 50% Construction Document, the Construction Manager's subcontract pricing came in at \$1.68 million. Value Engineering exercises were conducted with very limited visual impact to the original conceptual design prior to completion of permit documents. The bids submitted by the two finalist contractors were at \$1.13 million and \$1.45 million.

*Promenade at Coconut Creek, Coconut Creek:* a 200,000 SF mixed-use office and retail town-center development with ten separate buildings and two garages for 1,400 spaces. DYI completed this project from conceptualization, re-zoning and entitlement, to grand opening in 34 months and within the established budget of \$90/SF.

*Overtown Transit Village, Miami:* a two-phased, 665,000 SF built-to-suit project with two office towers and a 930- space garage for various agencies of Miami-Dade County General Services Administration (GSA). The project was originally designed by another Architect, but the estimated construction cost of the design came in at over 40% of the budget. DYI was retained to re-design the project and deliver the project as budgeted and as scheduled.

*One Riverview Square, Miami:* a 155,000 SF built-to-suit office building for the U.S. General Services Administration (GSA) for administrative courtrooms for the then Immigration Naturalization Services and the U.S. Attorneys Offices. The project was completed within the established budget of \$85/SF and from Schematic Design through Construction in 36 months.

## 2. TECHNICAL APPROACH - PHASE, SCHEDULE, COST AND QUALITY CONTROL

### QUALITY CONTROL:

DYI has a proven track record of delivering high quality products including designs and documents on time and within budget due to a number of contributing factors:

1. A very selective hiring standard and recruitment process. All entry level technical staff must have a minimum of a Bachelor's Degree in Architecture from an accredited university.
2. A continued investment in programs of training of employees and new equipment and software including use of Revit as a standard production tool.
3. A hands-on approach and direct involvement of the principals on projects, all designs and drawings are reviewed by a principal prior to issuance.
4. The same project team members assigned from start to finish of projects to ensure consistency and knowledge of history.
5. A diverse knowledge of local construction systems and methodology accumulated over time.
6. A comprehensive experience, knowledge and understanding of complex development and project needs.
7. An established internal quality control process at predetermined milestones within each phase of the project.
8. Internal quality control document reviews that include all aspects and coordination of drawings prepared by other consultants.

CURRENT and PROJECTED WORKLOAD						
2020 Florida Office Net Billing without Consultants						
7.28.20						
MONTH	ACTUAL	PROJECTED	FL Staff	Occupied	Available	% Avail
January	\$ 366,243.00		18			
February	\$ 424,153.00		18			
March	\$ 405,671.00		18			
April	\$ 167,743.00		14			
May	\$ 124,248.00		14			
June	\$ 125,294.00		14			
July		\$ 342,503.00	14	14	0	0%
August		\$ 299,743.00	14	12	2	14%
September		\$ 218,243.00	14	10	4	29%
October		\$ 163,743.00	14	7	7	50%
November		\$ 163,743.00	14	7	7	50%
December		\$ 163,743.00	14	7	7	50%

### 3. REFERENCES



### 3. REFERENCES

**RON PETERSEN**, *Senior Design Manager*

**Fairfield Residential**

(858) 457-2123

rpetersen@ffres.com

Projects : Fairfield Pompano Beach, Pompano Beach, FL

Ora, Fort Lauderdale, FL

One Financial Plaza, Fort Lauderdale, FL

**SHEILA ROSE**, *Director of Sustainable Development*

**City of Coconut Creek**

(954) 224-1475

srose@coconutcreek.net

Project : Continuing Contract for Architectural Services

**Kenneth Barber**, *President*

**Trion Ventures I, Inc.**

(954) 401-0571

kbarber@trionventures.com

Projects : Sawgrass Landing, Sunrise, FL

Bank of America Redevelopment, Fort Lauderdale, FL

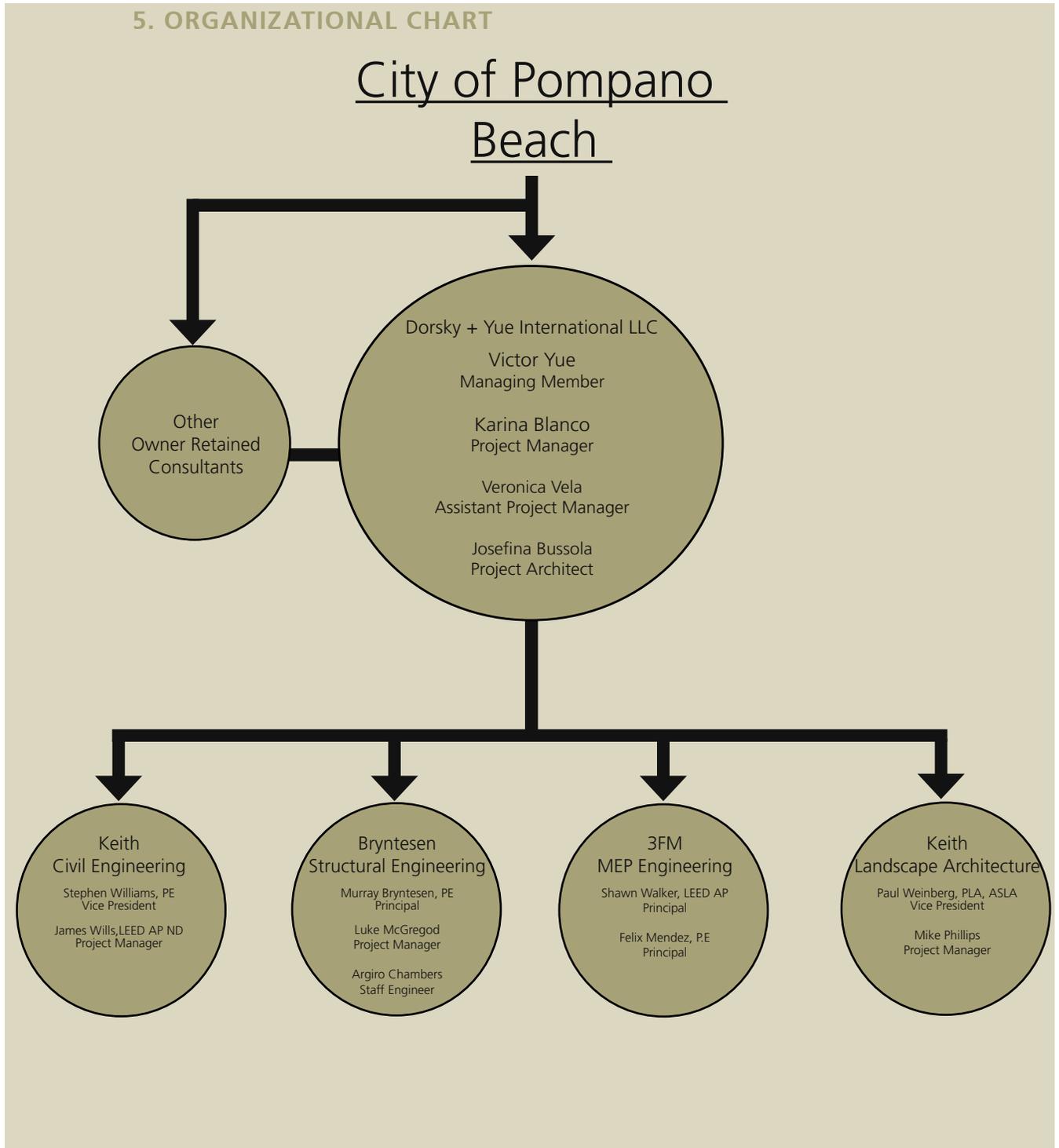
Shoppes at Rio Vista, Fort Lauderdale, FL

#### 4. PROJECT TEAM





5. ORGANIZATIONAL CHART



## 6. STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

**Dorsky + Yue International (DYI)** is an award winning, full service Architectural firm that was founded as William Dorsky Architects in Cleveland in 1959; it opened its South Florida office in 1970. The firm's name was changed to Dorsky Hodgson + Partners in 1996 and was renamed as Dorsky Hodgson Parrish Yue (DHPY) in 2006. **DYI** was formed in 2010 to diversify its practice internationally. The firm continues its long-standing collaborative relationship in sharing their resources and expertise to service their clients from its two strategically located offices.

**DYI** is built with a group of dedicated professionals who are committed to provide quality and responsive services to its clients. The repeated clients of the firm are represented by some of the industry's most reputable and successful private developers and public institutions. For over six decades, the firm's commitment to excellence in design and service has been our passion to translate our clients' vision into meaningful architectural solutions.

Our experience in multifaceted developments with some of the nation's most established developers allows us to truly understand both the viability and functional requirements of different market segments and uses in projects, and the principles and objectives in successful design and project management approach.

Today, **DYI** continues to carry that record of innovative designs in mixed-use, commercial, retail, entertainment, offices, residential, hospitality, senior living and medical facilities into public sector work. The key to its success is bringing together a team of local specialist consultants.

**HARBOR VILLAGE** *Pompano Beach, Florida*



Facade renovation and addition of a pedestrian arcade of a two-block area.



Before



**POMPANO BEACH NORTHWEST CRA** *Pompano Beach, Florida*



Master planning, development site studies, architectural façade renovation and redevelopment planning in the Northwest CRA District within the City of Pompano Beach.



**731 MLK BLVD** *Pompano Beach, Florida*



This project includes a new 4,000+ sqft commercial building for restaurants, retail and professional businesses as well as improvements to the adjacent parking lot and landscape.

**FAIRFIELD POMPANO** *Pompano Beach, Florida*



A 6-story, 330-unit apartment building on a 3.0-acre property adjacent to a City Park within a Transit Oriented District.



**CROSS CREEK CENTRE** *Boynton Beach, Florida*



Facade renovation and addition of a pedestrian colonnade of an existing two block retail area.



Before



**SHOPPES AT RIO VISTA** *Fort Lauderdale, Florida*



The project includes a 6,000 SF branch bank and 20,000 of retail in two buildings on a 2.6-acre property.

**TOWN CENTER AT BOCA RATON** *Boca Raton, Florida*



Considered one of the major shopping venues in South Florida for Simon Property Group, this 1.5 million sf super-regional mall is being expanded to include a new 150,000 sf two-story, open-air addition. The proposed design includes retail, restaurants, a community plaza, covered drop-off area, and two-level bridge connectors to existing and new parking structures.

**WILLOW GROVE** *Davie, Florida*



A mixed-use development that includes 42 units of townhouses and a two-story 20,000 sf of office building.



**UNIVERSITY TOWN CENTER - THE DISTRICT MAINSTREET "GLUE" BUILDINGS** *Sarasota, Florida*



University Town Center's West District, consists of a number of glue buildings along North Cattlemen Road, between a 422,000 sf power center, and newly constructed, two story mall. The glue buildings are intended to create a retail lined, pedestrian friendly, environment connecting a number of the University Town Centers major anchor tenant and destinations.

## CHARLOTTE J. BURRIE CIVIC CENTER *Pompano Beach, Florida*



Owner: City of Pompano Beach  
Tammy Good, CIP Manager  
(954) 786-4640  
Tammy.Good1@copbfl.com

Project Description: KEITH provided civil engineering, permitting, landscape architecture and construction administration and coordination services for the 8,712-SF Charlotte J. Burrie Community/ Civic Center location at 2669 North Federal Highway in Pompano Beach's Cresthaven neighborhood. The Civic Center was designed with multipurpose meeting spaces for civic, social, and recreational activities, easy pedestrian access with ADA compliance, porte-cochère entrance for inclement weather protection, and 48 vehicular and 20 bicycle parking spots. The interior of the Civic Center includes a lobby/pre-function area, reception area, administrative offices, small conference room, large assembly space accommodating up to 250 people, fixed platform performance stage, warming kitchen, storage areas and two activity rooms. The Civic Center building is LEED-certified. The engineering requirements include LEED templates, permitting, engineering plans including water and sewer, on-site paving, grading and drainage, signing and pavement marking, stormwater pollution prevention, bidding assistance and construction observation. Landscape services included tree inventory and appraisal, a tree disposition plan, landscape and irrigation plans, and landscape construction observation.

## MLK BLVD. STREETScape IMPROVEMENT PHASE 2 *Pompano Beach, Florida*



Client: City of Pompano Beach CRA  
Mr. Horacio Danovich, CIP Engineer  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
954.786.7834  
horacio.danovich@copbfl.com

**Project Description:** The Pompano Beach Northwest Community Redevelopment Agency (CRA) wanted to enhance the area along Martin Luther King Boulevard between I-95 and Dixie Highway. This area was part of the CRA's overall master plan known as the "Downtown Pompano Connectivity Plan".

The proposed improvements included multi-modal (pedestrian/bicycle/transit) friendly streetscape with landscape/hardscape beautification features along MLK Boulevard including special pavement materials, new pedestrian level and roadway decorative lighting, streetscape furnishings, utility adjustments (including undergrounding overhead FPL/Comcast/AT&T lines), and overall drainage, utility and roadway improvements.

KEITH was awarded this project as the Prime Consultant and assembled a multi-disciplinary team to complete all design aspects. KEITH as the Lead/Prime consultant was responsible for the overall team management, Engineering, Permitting, Planning, Surveying, Public Consensus and Construction Management.

After the design was complete, the CRA split the project into two construction phases due to budgeting restraints. Phase 1 would consist of Dixie Highway to NW 6th Avenue and Phase 2 would be I-95 to NW 6th Avenue.

Phase 2 was fully designed and permitted by KEITH and is pending the City approval to move to construction. When the time comes to move to construction, KEITH will ensure the existing design meets all current codes and will renew all existing permits. MLK Blvd. Streetscape Improvement Phase 2

Project Location: Pompano Beach  
Project Commencement: 2015  
Project Completion: 2015



## 7. RESUME OF KEY PERSONNEL



**VICTOR K.L. YUE, AIA** *Managing Partner*

Mr. Yue has more than 30 years of global experience in design, master planning, and construction. He has designed and managed a sizeable portfolio of projects in nine countries that include mixed-use landmarks, residential, hotels, shopping centers, government facilities, and office buildings. Mr. Yue has received several local, national and international architectural and design awards for his work and has been a featured speaker at architectural professional conferences and universities.


**Professional Qualifications**

Registered Architect in the States of Arizona, Florida, Georgia, Indiana, Maryland, Nevada, New Jersey, New York, New Mexico, Ohio, Tennessee, Texas, Virginia, Washington D.C., Manitoba, and Ontario.

Member, the National Council of Architectural Registration Boards

Member, American Institute of Architects

**Education**

Kansas State University

*Bachelor of Architecture*

Kansas State University

*B.S. in Business Administration in Management*

Hong Kong Polytechnic

*Bachelor of Science in Building Technology*

**Representative Projects**
**Riverparc Square, Fort Lauderdale, Florida**

A 1.6 million SF mixed-use development on a 3.3-acre property that includes two 43-story residential towers with 880 units, a 36-story tower that houses a 322-room full service hotel and 205,000 SF of highrise offices, 50,000 SF of retail in two levels, 105,000 SF of lowrise offices and a 1,700-space parking garage. The project is designed to allow the three towers be constructed in separate phases.

**4 West Last Olas, Fort Lauderdale, Florida**

A 25-story, 260-unit apartment building with ground floor retail on a 1.08-acre property in downtown Fort Lauderdale.

**2000 Biscayne, Miami, Florida**

A 36-story, 390-unit apartment building on an 8-story garage with ground floor retail on a 0.78-acre property on Biscayne Boulevard.

**Avanti, St. Petersburg, Florida**

A nine-story, 366-unit luxury rental apartment building with an eight-level garage with 700 parking spaces on a 2.3-acre property in downtown St. Petersburg.

**Fairfield at Flagler Village, Fort Lauderdale, Florida**

A six-story, 292-unit luxury rental apartment with a 410-space parking garage on a 2.4-acre property in downtown Fort Lauderdale.

**Broadstone at Brickell, Miami, Florida**

A Silver LEED 24-story, 372-unit apartment building in downtown Miami.

**New River Central, Fort Lauderdale, Florida**

A 35-story, 400-unit apartment building with a separate parking garage and amenity deck.

**The Waverly at Las Olas, Fort Lauderdale, Florida**

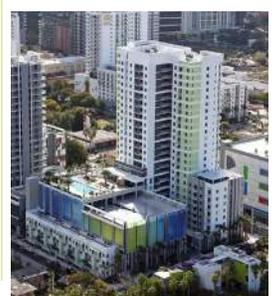
Mixed-use development with 304 units of apartments and 30,000 sf of retail.

**The Waverly at South Beach, Miami Beach, Florida**

A 400-unit 35-story apartment building on Biscayne Bay.

**Alinari, Sarasota, Florida**

An 18-story, 205-unit condominium with a separate 320-car parking structure, and 50 units of townhouses.



**VICTOR K.L. YUE, AIA** *Managing Partner*
**The Promenade at Coconut Creek, Coconut Creek, Florida**

A Silver LEED mixed-use 254,000 sf open air regional shopping and entertainment district, 125,000 sf of offices and 456 residential units on a 28 acre site.

**Palm Beach Outlet, West Palm Beach, Florida**

The redevelopment of a dated enclosed mall into an open air 560,000 SF fashion outlet shopping mall.

**Metropolitan Park III, Arlington County, Virginia**

This project includes 411 units of rental apartments in an 18-story building with ground floor retail.

**Gallery Place, Washington, D.C.**

A mixed-use development with 4 levels of retail/entertainment including a 22-plex cinema, offices, 170 units of rental apartments and underground parking.

**Dreamland, Baku, Azerbaijan**

Master plan and design of the first golf course community in the country with 2,000 residential units and a mixed-use commercial development that includes 1.2 million sf of retail and entertainment, offices, a hotel, a health and fitness spa and an international school.

**Altunizade Hotel, Istanbul, Turkey**

A 300-room, 5-star hotel with 30 units of luxury serviced apartments, 90,000 SF of function space in a 5-story building with 4 levels of basements.

**Bilkent Health Campus, Ankara, Turkey**

A mixed-use development that includes 570,000 sf of retail, 480,000 sf of offices, 500 units of residential and two 250-room hotels as part of a 3,700-bed hospital complex.

**Cyber-Port, Hong Kong**

A 6 million sf three-phase development that includes 1.1 million sf of offices, trade and exhibition facilities, a 300,000 sf shopping center, a 150-room hotel, 220 units of service apartments, 3,000 units of condominium, 50 single family homes and associated parking and amenities.

**Festival Walk, Hong Kong**

1.4 million sf of retail and entertainment in 7 stories over a subway exchange with an office building tower.

**Bona Vista, Jakarta, Indonesia**

2,200 units, 13 residential towers that range from 22 to 35 stories.

**Pacific Plaza Towers, Manila, Philippines**

Two 52-story exclusive condominium towers with 400 units of 3,200 sf condominiums.

**Orchard Scotts, Singapore**

640 units of luxury serviced apartments in three 20-story towers.

**Nexus World, Fukuoka, Japan**

A 420-unit apartment complex in 4 buildings that range from 5 to 10 stories.

**Chang Ning Plaza, Shanghai, PRC**

A 2.2 million sf development that includes 1.6 million sf of retail, a 300-room, 20-story hotel and 400 units of apartments.

**Guangzhou Daily, Guangzhou, PRC**

A 2.4 million sf mixed-use development that includes a cultural arts center, a theater, a library, an exhibition hall, retail space and a 78-story office and hotel tower.



**KARINA BLANCO**, *Associate, Project Manager*

Karina Blanco brings with her over 23 years of experience that includes municipal projects, commercial, mixed-use, residential and hospitality developments. Karina understands our client's goals and objectives in working toward creative solutions to challenges during the planning, design and construction phases of our projects and has also cultivated numerous ongoing relationships with several municipalities in the region.


**Professional Qualifications**

Registered Architect in Cordoba, Argentina

**Education**

Universidad Catolica de Cordoba  
*Undergraduate & Graduate program in  
 Architecture*

**Representative Projects**

**Harbour's Edge**, *Delray Beach, Florida*  
 Repositioning of a Life Plan Community with 267 Independent Living units and 54 Health Care

suites located on the intercoastal waterway.

**Pompano Beach CRA**, *Pompano Beach, Florida*  
 Master planning development site studies, architectural facade renovation and pier redevelopment planning in the East CRA District and Northwest CRA District within the City of Pompano Beach.

**731 MLK Blvd**, *Pompano Beach, Florida*  
 Project includes a new 4,000 SF commercial building for occupancy by restaurants, retail and professional businesses as well as improvements to the adjacent parking lot and landscape.

**Cross Creek Centre**, *Boynton Beach, Florida*  
 Facade renovation and addition of pedestrian colonnade of an existing two block retail area.

**Tomoka Town Center**, *Daytona Beach, Florida*  
 A mixed-use development that will include 700,000 SF of retail and entertainment, a 150-room hotel and 300 units of apartments.

**Brickell City Centre**, *Miami, Florida*  
 Design Services for Tenant Improvements, Master & Space Planning, Design Criteria, and Leasing Support.

**University Town Center**, *Sarasota, FL*  
 a 38-acre site, consists of a large power center housing nine major tenants. .

**Douglas Gardens North**, *Pembroke Pine, Florida*

A 75-unit Affordable Senior Housing development sponsored by Miami Jewish Health.

**The Promenade at Coconut Creek**, *Coconut Creek, Florida*

A Silver LEED mixed-use 254,000 sf open air regional shopping and entertainment district, 125,000 sf of offices and 456 residential units on a 28 acre site.

**Palm Beach Outlet**, *West Palm Beach, Florida*  
 A 560,000 sf fashion outlet shopping mall with enclosed food court and six tensil structure shade canopies.

**The Palmyra Resort Condominium**,  
*Montego Bay, Jamaica*

288-unit condominium with 11 resort villas, a 30,000 sf spa, two restaurants and a resort clubhouse and beach club.

**Ohio School Employees System Headquarters**, *Columbus, Ohio*

200,000 sf class-A corporate office building with a 530-car parking garage.

**The Ohio State Stadium**, *Columbus, Ohio*  
 Renovation of a 98,000-seat stadium with new press box suites with a club level located in the heart of The Ohio State University campus.



**VERONICA VELA, *Project Architect***

Veronica brings 8 years of experience specialized in project management, and hospitality, corporate and commercial design. With over 6 years of experience leading project teams Veronica has worked in different project stages from space planning to construction administration.


**Education**

Universidad de San Martin de Porres  
*Bachelors of Architecture*

**Professional Qualifications**

Member, the National Council of  
 Architectural Registration Boards

**Representative Projects**
**The Shoppes at Rio Vista, Fort Lauderdale, Florida**

The project includes a 6,000 SF branch bank and 20,000 of retail in two buildings on a 2.6- acre property.

**The Promenade at Coconut Creek, Coconut Creek, Florida**

A Silver LEED mixed-use 254,000 sf open air regional shopping and entertainment district, 125,000 sf of offices and 456 residential units on a 28 acre site. Mixed use Exterior Improvements for Promenade Mall included the Parking Parcel, Back Porch and Front Porch.

**Palm Beach Outlet, West Palm Beach, Florida**

A 560,000 sf fashion outlet shopping mall with enclosed food court and six tensil structure shade canopies.

**Hollerman's, AFF & Barfield Office and Warehouse building renovation, Doral, Florida**  
 Renovation of a 10,000 SF office and 34,500 SF warehouse.

**Selected Project Experience with Other Firms**
**Kaufman Lynn Construction Headquarters, Delray Beach, Florida**

Participated in Design Development, Construction Documents and Construction Administration as Project Manager for Interior Architecture for firm's new headquarters - 40,000 SF.

**Risk Strategies Headquarters, Hollywood, Florida**

Participated from Programming, performing interviews, developed programming book. Also collaborated in schematic design, Design Development, Construction Documents and Construction Administration as Project Manager for Interior Architecture and Building Exterior renovation for firm's new headquarters - 18,000 SF.

**Hollander Sleep Products Headquarters, Boca Raton, Florida**

Participated in Design Development, Construction Documents and Construction administration as Project Manager for Interior Architecture for firm's new headquarters - 38,000 SF.

**The Optimization Centre, Boca Raton, Florida**

Participated in Design development, construction documents and Construction Administration as Project Manager for Interior Architecture for private practice plastic surgery. 6,200 SF.

**Tenant Improvements for Landlord**
**1900 Corporate Blvd. Boca Raton, Florida**

4 Tenants - 21,762 SF

**220 Hillsboro Technology Dr. Deerfield Beach, Florida**

2 Tenants - 26,725 SF

**3010 N Military Trail, Boca Raton, Florida**

2 Tenants - 20,730 SF

**851 Broken sound Parkway, Boca Raton, Florida**

4 Tenants - 8,398 SF



**JOSEFINA BUSSOLA, Project Architect**

Josefina has 6 years of experience in architectural and interior design. She has worked with multiple commercial and single family residential projects from schematic design to construction administration.


**Education**

Florida International University  
*Master of Architecture*

**Representative Projects**
**The Shoppes at Rio Vista, Fort Lauderdale, Florida**

The project includes a 6,000 SF branch bank and 20,000 of retail in two buildings on a 2.6-acre property.

**Brickell City Centre, Miami, Florida**

Design Services for Tenant Improvements, Master & Space Planning, Design Criteria, and Leasing Support.

**The Promenade at Coconut Creek, Coconut Creek, Florida**

A Silver LEED mixed-use 254,000 sf open air regional shopping and entertainment district, 125,000 sf of offices and 456 residential units on a 28 acre site.

**Tomoka Town Center, Daytona Beach, Florida**

A mixed-use development that will include 700,000 SF of retail and entertainment, a 150-room hotel and 300 units of apartments.

**Palm Beach Outlet, West Palm Beach, Florida**  
 A 560,000 sf fashion outlet shopping mall with enclosed food court and six tensil structure shade canopies.

**Benderson University Town Center, Sarasota, Florida**

Occupying a 38- acre site, consists of a large power center housing nine major tenants that compliment a recently constructed Super Target. A series of small shops facing University Parkway establishes the overall character of the development and the new identity of the southern half of University Parkway.

**Selected Project Experience with Other Firms**
**Le Parc, Margate, Florida**

Schematic design of townhouse complex in Margate, Florida

**JF South Beach Residence, Miami, Florida**

Schematic design – Design development of a 4000 SF home for an artist in Miami Beach inclusive of custom made sculptures for window screens, pool, guest house, and secret rooms.

**Mancebo Residence, Miami, Florida**

Schematic design – Construction documents for the renovation and addition to a one-story residence in South Miami.

**Femwell Interior Office, Coral Gables, Florida**

Interior renovation of 23,000 SF of office space

**Miami International Airport, Miami Florida**

Construction administration for interior renovation

**Douglas Park Community Center, Coral Gables, Florida**

Schematic design – Construction documents of a 12,000 SF facility in Coral Gables inclusive of custom made curved canopies.



## **KEITH ENGINEERS** *Pompano Beach, Florida*

KEITH was incorporated as a Florida corporation in 1998. As a mid-size close-knit firm of over 170 professionals, we provide civil engineering, traffic engineering, surveying and mapping, subsurface utility engineering, planning, landscape architecture, construction management and virtual design and construction services. The firm was founded on the principal of achieving success by combining the latest technology with client oriented business practices, and a staff of experienced and talented professionals.

KEITH has been servicing the City of Pompano Beach for over 15 years through a variety of civil engineering, landscape architecture, surveying and planning design services. We understand the importance of community involvement and the necessity of working with local, state, and federal agencies in a hands-on cooperative manner to build consensus and receive subsequent approval of highly sensitive projects. This approach represents an underlying philosophy of the firm which results in a quality product, with emphasis on scheduling and cost effectiveness through team oriented management and quality control. The professionals of KEITH continue to take great pride in the success of their undertakings. We look forward to the opportunity to provide you professional services.

### **CIVIL ENGINEERING**

KEITH has extensive experience in providing professional services required for the development or redevelopment of land including the permitting, design, coordination and construction of roadway / parking area(s), stormwater, potable water, utility, and wastewater systems. Recognizing and expecting that each development or redevelopment project has its own unique site issues, KEITH performs a thorough investigation into these issues in order to avoid planning, design, coordination, and construction issues. KEITH's staff has provided comprehensive planning and engineering services in various disciplines involving many government agencies, institutions, and municipalities.

We have had the honor and privilege of serving as one of the City of Pompano Beach's Civil Engineering consultants for the past thirteen years on a continuing service basis. Our ability to work with municipalities, government agencies and other consultants, while providing close coordination with the client result in projects being completed on time and within budget. KEITH has found great success utilizing a team approach that has led to effectively identifying problems and defining solutions.

### **LANDSCAPE ARCHITECTURE**

Our Landscape Architecture Department specializes in the creative fusion of architecture, landscape architecture and the environment. The ability to offer in-house landscape architecture design capabilities, ISA certified arborist and certified landscape inspector provides for a more comprehensive unified team.

Our team has provided innovative designs for institutional and commercial projects, residential and mixed use developments, streetscape and roadway beautification, active and passive parks, plazas and various urban redevelopments. Whether it is in meeting the code of landscape ordinances with creativity or in creating spectacular lush destinations, we bring experience, knowledge, fresh energy and innovation to each project.

Our approach is one of an extension of our clients' staff, offering guidance and assistance to make smart, long-term decisions that result in greater value for them, their projects, their stakeholders and our community as a whole. Regardless of the scope of the project, we pay special attention to architectural and landscape detail and welcome every opportunity to improve our environment.



**ALEX LAZOWICK, PE, PMP***President*

Mr. Lazowick was introduced to civil engineering and construction by his grandfather, Mr. Bill Keith, founder of the firm. He is eager for the challenge to be the third family generation professional working to provide quality developments within the South Florida community. Mr. Lazowick has gained experience in civil engineering design projects including water, sewer and drainage systems, roadway design, permitting, and construction administration services. He understands the importance of working together as a team to quickly identify and establish project goals and achieve successful results in the most expedient and cost effective manner. His qualifications include knowledge with AutoCAD Civil 3D, Navisworks, Revit, BIM, Microsoft Office, computer networking, and he possesses excellent communication skills. Mr. Lazowick's field construction supervision and inspection experience includes a diverse array of project classifications from aviation, roadway, recreational, residential, commercial and governmental projects. His responsibilities consist of confirming contract compliance with plans and specifications, measurements and quantities, tracking critical activities, document events, resolving discrepancies, daily reports, record as-built plans and specifications, schedule testing and certifications and safety. He has been authorized by Homeland Security for FAA Air-side Airport Access and Escort Clearance and Movement Ramp Driving at Fort Lauderdale Hollywood International Airport and is familiar with BCAD Operations policies and procedures.

**RELEVANT PROJECT EXPERIENCE**

*BCWWS Water and Waste Water Services Continuing Contract, Broward County, FL:* Broward County Water and Wastewater Services is implementing a new septic tank elimination program which consists of short sanitary sewer runs to serve small pockets of previously unserved properties. KEITH is providing engineering services for water distribution, wastewater collection and storm water collection systems. As the Prime consultant, KEITH is providing design and construction support services throughout the county related to the septic tank elimination program.

*City of Pompano Beach Miscellaneous Civil Engineering Services, Pompano Beach, FL:* KEITH has served as the General Engineering Consultant for the City of Pompano Beach for over 16 years on an as needed basis. All services of the firm are utilized including planning, civil engineering, surveying, subsurface utility engineering, and landscape architecture.

*City of Pompano Beach Design/Build Pier Beach Parking Garage, Pompano Beach, FL:* The new Pompano Beach Pier/Beach Parking Garage is located at the southeast corner of North Ocean Blvd. (S.R. A1A) and NE 3rd Street on a 3.5-acre site. The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project.

*SE 8th Court Bridge Replacement, Pompano Beach, FL:* The project consisted of replacing an existing bridge along SE 8th Court, immediately east of SE 22nd Avenue. The project included complete design, permitting, bid assistance, coordinated structural engineering for the bridge design, and construction inspection for phased bridge and bulkhead rehabilitation/ replacement. The SE 8th Court bridge carries a two lane roadway (one lane each direction) which is the only means of ingress/egress to the residential island community.



**Years of Experience**  
10

**Education**  
B.S. Civil Engineering,  
University of North Florida,  
2010

**Professional Registrations**  
Professional Engineer, State  
of Florida, #78625 (2015)

Project Management  
Professional Certification  
No. 2554175 (2019)

**Professional Affiliations**  
ASCE Member

FES Member

BIM Smart Foundation  
Member

BuildingSMART  
Foundation Member

**Professional Certifications**  
Troxler Nuclear Gauge

FDOT Workzone Traffic  
Control Intermediate Level  
MOT

30 Hour OSHA  
General Industry safety and  
health hazard  
recognition and  
prevention

## ALEX LAZOWICK, PE, PMP

*Pompano Beach Fire Station No. 24 Design/Build, Pompano Beach, FL:* KEITH, as a subconsultant partner to Currie Sowards Aguila Architects and West Construction, is currently providing engineering design and permitting, project coordination, surveying, landscape architecture and construction services for the replacement of the existing Pompano Beach Fire Station No. 24 located at 2001 NE 10th Street. The scope of work includes design and construction for this new two story, multi-bay fire protected building. New utilities and services along with new landscaping, 23 parking spaces, offices training room and an exercise room on the first floor.

*City of Deerfield Beach General Engineering Services, Deerfield Beach, FL:* KEITH has served as the General Engineering Consultant for the City of Deerfield Beach for over 14 years. KEITH is providing on-going continuing serves as needed including engineering and surveying and mapping services to the municipality. KEITH also provided plan review services.

*Broward County Parks and Recreation Projects – District 2 Park Improvements, Broward County, FL:* Mr. Lazowick provided construction engineering inspections for the final stages of this re-construction associated with the recreational facilities of two major County parks.

- Quiet Waters Park – Project included existing entrance and exit roadway to be reconstructed, construct toll booth and gate house, construct new 8' wide concrete pedestrian walkway from gate house, construct 1 story CBS maintenance building, and pool area improvements.
- Tradewinds Park (South) – Project included construction of new gatehouse, overhaul softball complex, new concessions building, overflow parking lot (1.5 acres), soccer field upgrades including new restroom and concession building.

*Parkland City Hall Building Department Wing Expansion, Parkland, FL:* The proposed 3,000 SF expansion will be done on the Building Department wing of City Hall. The project will include the addition of approximately 1,500 SF of retention storage and 1,500 SF of Building Department space. The proposed retention space will also include access to the existing parking lot for intake of documents, as well as, moving paper out for disposal (shredding) purposes. KEITH is the Prime consultant serving as Owner's Rep and providing planning, surveying, civil engineering and subsurface utility engineering services. The engineering design includes approximately 160 LF of gravity sewer, 230 LF of water main and restoration of the parking lot.

*Broward County Water Reclaimed Water Plant Expansion, Broward County, FL:* KEITH served as a subconsultant to Brown and Caldwell and was responsible for performing the pre-design, detailed design, bidding and permitting services, as well as engineering services during construction for the expansion of the existing reclaimed facility to increase its capacity.

*Fort Lauderdale-Hollywood International Airport (FLL) Annual Civil Repair, Fort Lauderdale, FL:* (subconsultant to RS&H) Currently RS&H has a master contract with BCAD with all Annual Civil Repairs. Mr. Lazowick has worked with RS&H on many of these task orders, such as: the Runway Patch, Runway 10L-28R remarking, North Runway Grooving, Runway Hold Marking Relocation, TW B West Approach Plans, ETC. Mr. Lazowick's role and involvement varied from project to project which included: design, plan and specification preparation, coordination, review and construction engineering inspection.

*Fort Lauderdale-Hollywood International Airport (FLL), Fort Lauderdale, FL:* Professional Consultant Services for Fort Lauderdale-Hollywood International and North Perry Airports, Utilities and Pavement Projects (Prime Consultant): KEITH is providing professional services for design, engineering and resident project representative (RPR) services during construction for airport utility and pavement projects, which include construction, rehabilitations and renovation activities. Some of the assigned projects include:

- 12" Westside Water Main Loop
- 16" Water Transmission Main North Perimeter Road
- FLL Runway 10R-28L Settle Monitor
- FLL 10L-28R Pavement Restoration
- FLL South Runway Drainage Mitigation
- FLL Short Term Traffic/Parking Improvements

**STEPHEN WILLIAMS SR, PE***Vice President of Civil Engineering*

Mr. Stephen Williams has been engaged in civil and transportation engineering design and construction in South Florida since 1970. Mr. Williams has served as the record engineer for numerous transportation, utility, water management, municipal, aviation, recreation, roadway and land development (governmental, residential, mixed-use and commercial) projects in South Florida. These include projects at Florida's Turnpike, Miami International and Fort Lauderdale-Hollywood International Airports and multiple projects for the local municipalities, school districts and universities. Projects have included roadway and site engineering design and analysis (paving, grading, drainage, water and sanitary sewer design and construction administration) for both private and governmental clients. He has served as the general municipal civil engineering consultant to cities of Oakland Park, Miramar, Plantation, Fort Lauderdale, Sunrise, Pompano Beach and Tamarac throughout his career. Notably, Mr. Williams developed a SWMM EXTRAN computer model for the 55,000-acre Indian River Farms Water Control District. Mr. Williams also serves as the Firm's Senior Quality Assurance /Quality Control (QA/QC) Officer and continuously monitors all projects for compliance with our established QA/QC Program.

**RELEVANT PROJECT EXPERIENCE**

*City of Pompano Beach Miscellaneous Civil Engineering Services, Pompano Beach, FL:* KEITH has served as the General Engineering Consultant for the City of Pompano Beach for over 16 years on an as needed basis. All services of the firm are utilized including planning, civil engineering, surveying, subsurface utility engineering, and landscape architecture.

*Pompano Beach Design/Build Pier Beach Parking Garage, Pompano Beach, FL:* The new Pompano Beach Pier/Beach Parking Garage is located at the southeast corner of North Ocean Blvd. (S.R. A1A) and NE 3rd Street on a 3.5-acre site. The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project.

*Pompano Beach Fire Station No. 24 Design/Build, Pompano Beach, FL:* KEITH, as a subconsultant partner to Currie Sowards Aguila Architects and West Construction, is currently providing engineering design and permitting, project coordination, surveying, landscape architecture and construction services for the replacement of the existing Pompano Beach Fire Station 24 located at 2001 NE 10th Street. The scope of work includes design and construction for this new two story, multi-bay fire protected building. New utilities and services along with new landscaping, 23 parking spaces, offices training room and an exercise room on the first floor.

*Charlotte Burrie Civic Center, Pompano Beach, FL:* KEITH is currently providing civil engineering, permitting, construction administration and coordination and landscape architecture services for the 8,712-SF Charlotte J. Burrie Community/Civic Center location in Pompano Beach. The Center is designed with multipurpose meeting spaces for civic, social, and recreational activities, easy pedestrian access with ADA compliance, porte cochere entrance for inclement weather protection, and 48 vehicular and 20 bicycle parking spots. Interior floor plans feature reception area and administrative offices; small conference room; assembly spaces for classes or meetings; large multipurpose room to offer table seating for 125, or theater style seating for 250, as well as a performance stage; and a warming kitchen, restrooms, and storage areas.



**Years of Experience**  
48

**Education**  
B.S. Civil Engineering, University of Florida, 1977

**Professional Registrations**  
State of Florida Professional Engineer, #32090 (1982)

**Professional Affiliations**

American Society of Civil Engineers (ASCE), Member

Florida Engineering Society (FES), Member

National Society of Professional Engineers (NSPE)

## STEPHEN WILLIAMS SR, PE

*10th Street General Consulting, Deerfield Beach, FL:* Mr. Williams coordinated with FDOT's Metropolitan Planning Organization, the Community Oversight Advisory Team (COAT) Committee and officials from the City of Deerfield Beach Administration department to achieve the City's objectives for the 10th Street Corridor through the City. The City was interested in addressing the traffic volume issues along the SW 10th Street corridor between Florida's Turnpike and I-95, which has consistently increased over the past 20 years and is expected to continue to grow, compounding congestion and noise.

*City of Parkland Miscellaneous Engineering, Planning & Survey Services Contract, Parkland, FL:* KEITH provides ongoing continuing services on an as needed basis for General Planning, Engineering and Surveying and Mapping services to the municipality. Some projects provided under these contracts include: Parkland Roundabout Conceptual Design, Tennis Center at Quigley Park, Holmberg Road Roadway Improvements, and miscellaneous topographic and boundary surveys for various municipal design contracts.

*City of Deerfield Beach General Engineering Services, Deerfield Beach, FL:* KEITH has served as the General Engineering Consultant for the City of Deerfield Beach for over 14 years. KEITH is providing on-going continuing serves as needed including engineering and surveying and mapping services to the municipality. KEITH also provided plan review services.

*Continuing Contract for Professional Engineering Services, Town of Southwest Ranches, FL:* KEITH is providing civil engineering and civil engineering inspection and review services for this continuing services contract. Mr. Williams is serving as KEITH's contract manager responsible for providing professional engineering services for projects identified in the City's Capital Improvement Plan and miscellaneous engineering services

*Port Everglades A/E Services, Fort Lauderdale, FL:* KEITH is providing landside civil engineering, surveying and subsurface utility engineering (SUE) services for this continuing services contract. Mr. Williams is serving as KEITH' senior project manager responsible for coordinating all design, surveying and SUE efforts. He is also the firm's liaison with the owner and other consultants. This contract is an on-call general services type contract, which is utilized to provide any array of civil engineering services to the client.

*Bikeway Feasibility Study, Tamarac, FL:* Mr. Williams served as the Project Manager under this general engineering contract, conducting a feasibility study for possible bikeways in the City. He assessed the existing conditions and identify potential economic benefits for the City that may result from the implementation of a bikeway system. As part of the study, he conducted a community workshop to get citizen input to determine need, possible locations, and potential costs of various locations and pathways.

*City of Oakland Park, Community Redevelopment Area (CRA), Oakland Park, FL:* Mr. Williams served as the Project Manager. In order to spur development and to create developer interest in the City, officials undertook the task of creating a CRA. His team, along with sub consultants EDSA and Iler Planning Group, developed the Local Activity Center (LAC) zoning and Design Guidelines for future development downtown. He played a pivotal role in the planning, engineering, consensus building and ordinance and guideline development throughout the project. Following the Commission's approval, the design team developed the CRA Master Plan which was also approved by the City Commission. This was followed by County Commission approval and the development of interlocal agreements between the City and the County.

*Bermuda Riviera Water Main Improvements, Fort Lauderdale, FL:* The City of Fort Lauderdale has identified the area within the residential neighborhood of Bermuda Riviera from NE 36th Street to NE 42nd Court, between State Road A1A and the Intracoastal Waterway as an improvement project. The upgraded water mains will be a looped system totaling approximately 22,630 LF of new 8-inch diameter water main pipe. The new system will connect to the existing water mains near state road A1A. These improvements involve upgrading the existing 6-inch diameter water mains one nominal size to 8-inch diameter, replacing existing 8-inch water mains with new, providing a looped system, and installing new fire hydrants. As the Prime Consultant, KEITH is currently providing civil design, surveying, subsurface utility engineering, permitting, bidding support and construction administration services.

**STEPHEN WILLIAMS SR, PE**

*City of Fort Lauderdale NE/NW 6 Street (Sistrunk Boulevard), Fort Lauderdale, FL:* This 2.3-mile urban corridor is a Streetscape and Enhancement Project from NW 24th Avenue to Federal Highway (US-1). Mr. Williams served as the lead site design engineer and Project Manager during the construction phase. This project involved lane reductions, on-street parking, wider sidewalks, drainage improvements, decorative street and pedestrian lighting, bus shelters, landscaping, signalization upgrades and sanitary sewer design. Post Design Services representative to City.

*City of Oakland Park, General Engineering Services, Oakland Park, FL:* Mr. Williams served as the Project Manager, providing professional engineering services for projects identified in the City's Capital Improvement Plan, Stormwater Master Plan, Community Development Program and miscellaneous engineering services. Projects included design services for drainage/stormwater management systems, water/wastewater utility systems, including related roadway, utility, environmental and permit related services; and landscaping.

**PAUL WEINBERG, PE, ASLA**  
*Vice President of Planning and Landscape Architecture*

Mr. Paul Weinberg is a multi-talented designer and team leader who has been based in South Florida since 2000. During this time, he has worked with a variety of significant public and private sector projects including urban parks, hotels, campuses, plazas, mixed-use development, entertainment districts, streetscapes, waterfront and residential projects that provide meaning and purpose to the community. He has a unique understanding of how to create immersive, authentic and memorable spaces that create place identity to bring vitality to each district. He is committed to a team-based approach that delivers creative, thought-provoking solutions tailored to the distinct character of each project. This collaboration starts with the multi-disciplinary approach at KEITH and builds to include other partners, consultants, and co-collaborators.

### RELEVANT PROJECT EXPERIENCE

*Parkland Roundabout Conceptual Design, Parkland, FL:* The KEITH Team developed a branding package for the City of Parkland with a signature element intended of being a large roundabout feature. The City requested a water feature and KEITH took the opportunity to develop the idea of understated country elegance to guide the vision for Parkland. The result of the initial study was the concept of combing the city's rich equestrian history with the old oak hammocks. The design aims to create a memorable statement at this key location in the city that will be easily recognizable as "Parkland". The intent is to develop additional elements to fit within the City ROW that will continue to further develop the image and brand initiated with this effort

*Plantation Fire Station No. 1, Plantation, FL:* KEITH was responsible for the development of the site plan and is currently coordinating with the design architect to develop the Landscape and Civil Engineering for the project. The intention is to utilize xeriscape and low maintenance materials that will provide aesthetics, as well as include CPTED principles for safety.

*Pompano Beach CRA District Improvements, Pompano Beach, FL:* Mr. Weinberg was integral to the planning, urban design and landscape architecture improvements for this redevelopment project that has created a vibrant, beach-side promenade, encouraging citizens to enjoy new recreational and social opportunities. This project has generated millions of dollars of private development based on the improvements made to the increase the aesthetic and function of the public realm.

*Atlantic Boulevard Streetscape Improvements, Margate, FL:* The CRA requested the KEITH Team develop a branded approach to several of the city's ROW and streetscapes. The request includes multiple miles of streetscape, medians, walls, walkways, landscape, lighting, signage and a signature fountain feature. The team worked to create a brand or identity that can be utilized throughout the City in these public realm areas. The signature element for this streetscape initiative is the addition of a roundabout and fountain feature. The CRA requested that a theme of a child fishing along the edge of the canal be utilized for inspiration. KEITH had to work around existing infrastructure items and yet was able to develop a creative approach for the fountain. The result was a combination of water, sculpture, landscape and hardscape to make a statement.

*Fort Lauderdale Riverwalk Corridor Study, Fort Lauderdale, FL:* Mr. Weinberg served as Principal-In-Charge for the Huizenga Plaza redevelopment in Fort Lauderdale. The project is a catalyst to new development in Fort Lauderdale's civic core and will provide citizens with an attractive public environment for daily use and special events, including the addition of an iconic tunnel top park.



**Years of Experience**  
18

**Education**  
B.S. Landscape Architecture,  
Michigan State University,  
2000

**Professional Registrations**  
Registered Landscape  
Architect, State of Florida,  
#LA6666804 (2005)

Council of Landscape  
Architecture Registration  
Boards (CLARB Certified)

**Professional Affiliations**  
Urban Land Institute,  
Member

American Society of  
Landscape Architects  
(ASLA), Member

American Resort  
Development Association  
(ARDA), Member

Riverwalk Trust, Board  
Member

MSU Landscape Architecture  
Advisory Board,  
Board Member

## PAUL WEINBERG, PE, ASLA

*Isle Casino, Pompano Beach, FL:* Mr. Weinberg served as Principal-In-Charge working with the Cordish and El Dorado Resort companies to develop a campus wide master plan for the nearly 250 acre campus. Partnering with Elkus Manfredi architects KEITH is responsible for comprehensive planning documents, rezoning, traffic analysis, agency coordination, civil engineering and stakeholder/public engagement. The plan will be transformative to the campus as well as the overall neighborhood.

*John Knox Village, Pompano Beach, FL:* KEITH is currently working with the advisory board at John Knox Village to develop a comprehensive master plan for the campus. In conjunction with the team we have been responsible for planning efforts, civil engineering and landscape architecture components of the master plan. In addition to the overall rezone/master planning process our team has also been involved with the implementation of a pilot development project that included civil, planning and landscape architecture services. Our team has been successful at looking at the rezoning, master plan development and implementation throughout the project.

*Hallandale Fire Station No. 7 and EOC Headquarters, Hallandale Beach, FL:* The building program and design for the City's new main fire rescue headquarters and emergency management facility were developed to achieve LEED Silver Certification and include a 25,000 SF, two-story complex with four apparatus bays and living quarters for up to 16 firefighters. In addition to on-duty fire rescue staff, the building will house the City's Fire Prevention Bureau including office space for fire inspectors, plans review and public education. KEITH is providing Civil Engineering, Landscape Architecture and SUE services.

*City of Fort Lauderdale Tunnel Top Park, Fort Lauderdale, FL:* The Riverwalk and Downtown Development Authority of Fort Lauderdale have been studying a number of visionary projects to connect and active the downtown riverfront district corridor. Mr. Weinberg lead the team to the visioning for several key projects including Tunnel Top Park. The project is set to create a stage within the public realm that links the surrounding context together. The Tunnel Top Park will be a mini Klyde Warren Park or High Line for the City and bridge the gap between Laura Ward Plaza, the riverfront and the Las Olas Corridor. Currently the project is being coordinated through the FDOT and is seeking to be implemented through a multi-agency effort.

*City of Fort Lauderdale Cemetery Master Plan, Fort Lauderdale, FL:* KEITH assisted the City of Fort Lauderdale to develop a master plan for its four (4) cemeteries that range in size from 5 to 50 acres. The charge for the plan was to develop an inventory of the existing facilities, create a strategy to develop additional components and analyze the existing care fund that is in place for preservation. Through working with the cemetery advisory board our team created the master plan and it was unanimously approved. The pilot projects have been identified in the master plan and next steps to implementation are under way.

*DC Alexander Park Improvements, Fort Lauderdale, FL:* The DC Alexander Park is viewed as the "front yard" of the Fort Lauderdale Aquatic Center and occupies a prominent location on Fort Lauderdale Beach. Mr. Weinberg is leading the design, planning and permitting of this improvement project in conjunction with the City's CRA. He is managing a multi-disciplinary team to create a legacy project that will serve as an iconic, memorable place.

*Fast Forward Fort Lauderdale Design and Construction Manual, Fort Lauderdale, FL:* KEITH is working with renowned architecture firm Brooks + Scarpa to develop a design and construction manual for a sustainable and resilient community and cohesive public realm that could potentially impact every facet of infrastructure and design within the city. Mr. Weinberg is responsible for the planning and landscape architecture elements of the manual.

*Flagler Village Hotel, Fort Lauderdale, FL:* The 19-story Flagler Village Hotel, located in downtown Fort Lauderdale will operate under the brands Tru by Hilton and Home2 Suites by Hilton. The hotel will have 112 rooms under the Tru brand and 106 extended-stay rooms under the Home2 Suites brand. The Flagler Village Hotel project includes a retail component and 100 parking spaces. KEITH is providing surveying, civil engineering and construction inspection services. The project is expected to be completed by May 2020.

*Fort Lauderdale Beach Streetscape Master Plan, Fort Lauderdale, FL:* Mr. Weinberg led a team of designers to develop complete street guidelines for the Beach CRA district including site furniture, pedestrian walkways, transit stops, water taxi stops, signage and roadway cross sections.

**PAUL WEINBERG, PE, ASLA**

*Fort Lauderdale Aquatics Center, Fort Lauderdale, FL:* The Fort Lauderdale Aquatic Center is situated on a man-made pier which extends approximately 600 feet into the Intracoastal Waterway. The City of Fort Lauderdale and its CRA is looking to renovate the facility and ensure it meets aquatic competition requirements. KEITH's tasks include surveying, subsurface utility engineering, planning services, landscape architecture, and civil engineering. The intent of the project is to restore the Aquatic Center to remain as one of the icons of Fort Lauderdale Beach.

*Las Olas Boulevard Corridor Study, Fort Lauderdale, FL:* Mr. Weinberg was responsible for managing a concept study for the Las Olas Corridor, reviewing lane configurations, pedestrian mobility and overall beautification improvements along this stretch of Fort Lauderdale.

**JAMÉ WILLS, PE, LEED AP ND**  
Project Manager

Mr. Wills is a professional engineer with five years of experience in design, permitting, and construction inspection. Mr. Wills' experience includes projects with Broward County, Miami-Dade County, and Pam Beach County and several private entities. Duties include design, drainage calculations, plans preparation, shop drawing review, responding to contractor's request for information, coordinating with plan reviewers and addressing comments. Software experience includes Cascade 2001, ICPR, AutoCAD and Civil 3D

### RELEVANT PROJECT EXPERIENCE

*City of Pompano Beach & CRA Miscellaneous Civil Engineering Services, Pompano Beach, FL:* KEITH has served as the General Engineering Consultant for the City of Pompano Beach for over 16 years. Many of the project assignments have been in the redevelopment of roadways, parking facilities and utility infrastructure expansion and design. All services of the firm are utilized including planning, civil engineering, surveying, subsurface utility engineering and landscape architecture on these important municipal improvement projects. KEITH has played an integral part in the planning and coordination between CRA redevelopment projects and the City's capital improvement projects providing foresight on infrastructure upgrades and expansions.

*Pompano Beach Design/Build Pier Parking Garage Update, Pompano Beach, FL:* As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project. Our professional services included extensive community and municipal outreach, complete topographic and boundary surveying, utility investigation of all public and private utilities within and adjacent to the project limits, complete civil design to adequately provide water/fire/sanitary sewer service and stormwater management design/grading of the site to ensure compliance with recently changed federal/state and local criteria, full landscape and irrigation design, permitting through all jurisdictional agencies and construction inspection and certification services.

*City of Deerfield Beach City Hall Design/Build, Deerfield Beach, FL:* KEITH, a subcontractor to Kenneth R. Carlson Architect, P.A., is tasked the site plan, utility coordination, design, subsurface utility engineering, and civil engineering aspect of this project. The City of Deerfield was recently approved to start renovation on City Hall from the Capital Improvement Revenue Bond. This project is to provide professional services for the preparation of a design criteria package and associated service for City Hall renovations.

*City of Fort Lauderdale Aquatic Center, Fort Lauderdale, FL:* The Fort Lauderdale Aquatic Center is situated on a man-made pier which extends approximately 600 feet into the Intracoastal Waterway. The City of Fort Lauderdale and its CRA is looking to renovate the facility and ensure it meets aquatic competition requirements. KEITH's tasks include surveying, subsurface utility engineering, planning services, landscape architecture, and civil engineering. The intent of the project is to restore the Aquatic Center to remain as one of the icons of Fort Lauderdale Beach.

*Pompano Beach Fire Stations #52; Broward County, FL:* As a subconsultant to West Construction, the scope of services provided by KEITH included on-site paving, grading, and drainage plans that meet the requirements of the regulatory agencies for proposed Fire Station building. The stormwater management system will address water quality treatment and water quantity storage. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.



Years of Experience  
6

Education  
B.S. Civil Engineering,  
Florida International  
University, 2013

M.S. Engineering  
Management,  
Florida International University,  
2017

Professional Registrations  
Professional Engineer,  
State of Florida, #85632  
(2018)



**JAMÉ WILLS, PE, LEED AP ND**

*Pompano Beach Fire Stations #61; Broward County, FL:* As a subconsultant to West Construction, the scope of services provided by KEITH included on-site paving, grading, and drainage plans that meet the requirements of the regulatory agencies for proposed Fire Station building. The stormwater management system will address water quality treatment and water quantity storage. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

*City of Fort Lauderdale General Surveying Services, Fort Lauderdale, FL:* KEITH provided general surveying and mapping services to the municipality on an as needed basis on this ongoing continuing services contract. Some projects provided under these contracts include: NE 27th Street ADA Parking Lot Topographic Design Surveys, ADA Compliance Design Surveys for Eisenhower Blvd and SE 17th Street, Las Olas Circle, Birch Road, SE 4th Street, SE 16th Avenue and SE 15th Avenue, and NW 4th Andrews Avenue to NW 1st Avenue, Peele Dixie Water Treatment Plant Engineering Design Surveys, Boundary and Topographic Surveys, SE 15th Street Boat Ramp Boundary Surveys, Hott Elementary School ALTA/ACSM Land Title Survey, Mills Pond Park Boundary Survey, Croissant Park Athletic Field Staking and Final As-Built Sketch for the City's records, River Oaks (Lauderdale Marine Center) Specific Purpose Survey & Sketch and Design, South Middle River Park Boundary Survey, Fort Lauderdale Executive Airport (FXE) Taxiway Golf Relocation FAA Survey Submittal Assistance, 17th Street Causeway Service Road Utility Designation and Mapping, and River Oaks Preserve Topographic Survey.

*City of Pompano Beach Palm Aire, Pompano Beach, FL:* KEITH has been providing civil engineering, landscape architecture and surveying / subsurface utility engineering services for the Palm-Air Communities since 2015. The development includes eight (8) building with pools and a club house, adjacent Palm Aire golf course, condominiums, and townhomes. Projects included: a drainage design that is incorporated into the Oaks Course West Basin, via the Misty Oaks Lakes within the Basin. Civil design also includes a sanitary sewer system to service the site and a loop combined water distribution system for domestic and fire services.

*Tamarac Fire Station No. 36, Tamarac, FL:* KEITH is providing professional services under West Architecture + Design, LLC for landscape architecture and civil engineering. KEITH will be focusing efforts towards arbor, paving, grading, drainage, water distribution and sanitary sewer, storm water, and permitting. The project site will remain active through the project duration.

*Vincent Torres Memorial Park Improvements, Lauderdale Lakes, FL:* KEITH is providing professional services under West Architecture for planning, civil engineering, and construction management services. The project includes design of a new pavilion with picnic table and benches, new water splash pad, concrete foot trail, replace fences at the tennis and basketball courts, and remove and replace a dry retention pond.

*Siena at Palm-Aire - Stellar Homes; Broward County, FL:* KEITH is providing civil engineering, surveying, planning, and landscape architectural serves for the town home community located on West Palm-Aire Drive in Pompano Beach. Services include but not be limited to, reviewing and assisting with the site plan layouts for 39 townhomes based on the plans provided as well as project research, document review, calculations, coordination, meetings with Stellar Homes Group, and City agencies.

*Pompano Beach Fire Stations #114; Broward County, FL:* As a subconsultant to Di Pompeo, the scope of services provided by KEITH included on-site paving, grading, and drainage plans that meet the requirements of the regulatory agencies for proposed Fire Station building. The stormwater management system will address water quality treatment and water quantity storage. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required

## **BRYNTESEN STRUCTURAL ENGINEERS** *Fort Lauderdale, Florida*

We live in an age of continual and increasingly rapid change. Our aim is not to just keep pace with this change, but to help lead it.

Bryntesen Structural Engineers has served the public and private sectors since 1986. Our staff includes licensed professional engineers, engineer interns, designers, CAD-drafters, and expert consultants of multinational origin who work in close collaboration. Our fundamental values remain unchanged since the founding – we encourage initiative and deliver results.

Our project mix is diverse. We have designed many high-rise and mid-rise buildings serving as condominiums, hotels, office buildings, and apartments. Our designs also include retail centers, warehouses, car dealerships, churches and synagogues, parking garages, private and public schools, rental communities, single-family housing developments, and custom residences. Many of our projects have been recognized for architectural, engineering, and community design awards.

As a result of project diversity, we design and specify virtually every type of structural system available on the market today, including concrete, steel, timber, masonry, composite and proprietary structural systems. Our specialized project teams are selected based upon the type of structural system to be utilized and the building type.

Our client list includes every type of architectural practice of note, governmental agencies, fortune 500 companies and small business owners, publicly traded and private developers, general contractors, and custom home owners.

Bryntesen Structural Engineers is the source for engineering excellence in Florida.

### **Location of Firm and Ability to Respond in a Timely Manner**

Bryntesen Structural Engineers has been located in Broward County since its inception 34 years ago. Our current location is *3045 North Federal Highway, Building #80, Fort Lauderdale, Florida 33306*.

We are very proud of our track record in delivering our projects on schedule.

A typical project would start with a project time line developed by the project team and client. An internal kick off meeting is used to review the project milestones and allocate the required resources from schematic design through construction. Progress is monitored with weekly staff meetings, and personnel are assigned as appropriate to satisfy project needs and deadlines.

On accelerated projects, progress review meetings often occur more frequently among project team members. Principal involvement is important and is assured through all phases of the project timeline. We recognize the high cost influence of early project decisions, and we conduct constructability reviews early and throughout the entire design process. We welcome construction input whenever possible, and we evaluate that input objectively.

In our budget estimates we use unit pricing or square foot costs, or a combination of both, depending on the type of project. We maintain a data base of construction costs which we update periodically with contract award pricing. We use R.S. Means and Walkers Building Estimators Reference Book to supplement our in house data.

**MURRAY G. BRYNTESEN, PE**

*Principal*

**EDUCATION:**

Bachelor of Science, Civil Engineering  
University of Idaho, 1981

Master of Business Administration  
University of Miami, 1988

**LICENSES:**

State of Florida Professional Engineer #PE0037162  
State of Florida Special (Threshold) Inspector #740  
State of Florida General Contractor #CGC0345725  
State of California Civil Engineer #C39435  
State of South Carolina Professional Engineer #PE34327  
State of Georgia Professional Engineer #PE039299

**PROFESSIONAL  
AFFILIATIONS:**

American Society of Civil Engineers  
American Concrete Institute  
American Institute of Steel Construction  
American Wood Council  
American Welding Society  
Florida Structural Engineers Association

**EXPERIENCE:**

Thirty-nine (39) years of comprehensive experience in Structural Design and construction administration of buildings and specialty structures. Structural systems include concrete, steel, masonry, timber, and aluminum.

Founded Bryntesen Structural Engineers in 1986. Current and past clients include private and public organizations and many governmental agencies.

Eight (8) years as Florida Atlantic University adjunct professor, teaching Structural Design.

## **LUKE MCGREGOR**

*Senior Project Manager*

**EDUCATION:** Bachelor of Science, Mechanical Engineering,  
SUNY, New York, 1988

Master of Science Engineering, Purdue University, 1989

**EXPERIENCE:** Thirty one (31) years of comprehensive structural experience designing complete structural systems for educational, governmental, retail, office, sports facilities, transportation, residential, commercial as well as rehabilitation of existing structures. Typical structural systems include concrete, steel, timber and masonry.

**TECHNICAL SKILLS:** Proficient in the following software:  
AUTOCAD, ETABS, SAFE, SAP-2000, CSI COL, RAM ADVANSE, RAM CONCEPT,  
RAM BEAM, RAM CONNECTION, ADOSS, ADAPT-PT, PT-DATA, PCA-COL, PCA-  
BEAM, ENERCALC, PCA WALL, MECA WIND, NCMA MASONRY, RISA MASONRY

*Knowledge of the following Codes:*  
ACI 318-02, ACI-530, ASCE7-05, IBC2003, FBC2006, NDS2005, PCI, PTI, AISC,  
CRSI, ANSI, AISI.

## **ARGIRO KITSOS-CHAMBERS**

*Staff Engineer*

**EDUCATION:** Bachelor of Science Civil Engineering,  
University of Miami, 1986

Bachelor of Science Architectural Engineering  
University of Miami, 1986

**EXPERIENCE:** Thirty four (34) years of structural experience designing components and complete structural systems for educational, governmental, retail, office, warehouse/storage, residential, commercial as well as rehabilitation of existing structures. Typical structural systems include concrete, steel, timber and masonry.

**TECHNICAL SKILLS:** Proficient in the following software:  
AUTOCAD, REVIT, PCA-Wall, ENERCALC

*Knowledge of the following Codes:*  
ACI 318-02, ACI-530, ASCE 7-05, FBC 2007, PCI, AISC, NDS 2005

## **BRYNTESEN STRUCTURAL ENGINEERS**

### *References*

#### **1. Holman Automotive Group, Inc.**

Facilities Development Manager

*Mr. Robert Bamonte*

1400 South Federal Highway

Fort Lauderdale, Florida 33316

O#: 954-335-2220

Email: bbamonte@holmanauto.com

*Holman BMW/Mini Service, Fort Lauderdale, Florida*

215,000 sq. ft., three story service and inventory storage building. The use is divided with the first level being dedicated to automobile service. The second and third levels are used as a parking garage for inventory storage of approximately 325 vehicles. The structure was designed for a future fourth floor with parking capacity for an additional 125 vehicles. The structural system is a cast in place slab supported by pre-stressed composite concrete joists and precast composite soffit beams. The exterior walls are load bearing tilt up concrete. The foundation is spread footings bearing on densified soil.

Design completed: December 2013

Construction to begin: 2014

Estimated Construction Cost: \$15,000,000

#### **2. Broward County Construction Management Division**

115 South Andrews Avenue, Room A550

Fort Lauderdale, Florida 33301

*Ms. Helena Fetter Saleta, P.E.*

O#: 954.357.6484

Fax: 954.357.6411

Email: hsaleta@broward.org

*Sixty Fourth Street Warehouse, Fort Lauderdale, Florida*

70,000 sf structure renovation and structural hardening of existing steel joist and masonry warehouse designed in the mid 1980's to current wind code requirements.

Design completed: 2013

Construction to begin 2013

Estimated Construction Cost: \$3,500,000

#### **3. The Housing Authority for the City of Fort Lauderdale**

500 West Sunrise Boulevard

Fort Lauderdale, Florida 33311

*Mr. Scott Strawbridge*

O#: 954.556.4100, Ext. #1405

Fax: 954.764.4604

Email: sstrawbridge@hacfl.com

The Kennedy Homes, Fort Lauderdale, Florida

Affordable housing for The Housing Authority of Fort Lauderdale. 8 new

concrete/masonry buildings ranging from 2 to 5 stories, community center and 3 renovated buildings, 132 new units, 114,000 sf. Cast in place concrete floors and roof supported by load bearing CMU exterior walls.

Design completed July, 2010.

Construction completed 2013.

Estimated cost of construction: \$14,900,000

## **BRYNTESEN STRUCTURAL ENGINEERS**

### *References*

#### **4. Hooper Construction**

421 Northwest 1st Avenue  
Fort Lauderdale, Florida 33301-3201

*Mr. Alan Hooper*

O#: 954.761.8439

Fax: 954.832.7013

Email: alan@hooperconstruction.net

New River Trading Post, Fort Lauderdale, Florida

41,000 sq. ft., commercial / residential / museum, concrete Hollowcore planks supported by load bearing CMU exterior and interior walls and interior steel frame.

Design completed: 2005

Construction completed: 2007

Estimated Construction cost: \$4,500,000.

**SHAWN WALKER, LEED AP**

*Principal*

**Professional Qualifications**

Mr. Walker has over twenty years of experience as a project coordinator, electrical engineer, and project manager. He has designed electrical systems for a diversity of buildings, such as Residential/Hotel (single-family, multi-family, high-rise.), Office/Commercial, Restaurants, Retail, Governmental, and Institutional. Mr. Walker provides project related service to clients, architects and contractors, and performs field inspections. Mr. Walker also performs LEED design for electrical system and LEED documentations.

In addition to MEP design, Mr. Walker also does electrical design for Telecommunication site for all major carriers. He has performed extensive site survey and audits of existing telecommunications sites.

**Education**

Florida International  
University Bachelor of Science in Electrical Engineering

**Certifications**

LEED Accredited Professional, April 2009

**Professional Affiliations**

Member of National Honor Society of Electrical Engineers

**Design Experience**

- Design and management of design packages for Mechanical, Electrical, Plumbing and Fire Protection systems
- Design of electrical power distribution systems (normal, emergency, and UPS)
- Design of exterior and interior lighting system and automatic controls to comply with FBC and AHSRAE 90.1.
- Design of addressable fire alarm systems (voice and non-voice)
- Design of voice/data communication system
- Design of low voltage systems: cable television, security, and audio/visual systems.
- Computer photometric simulation of interior and exterior lighting
- Design of telecommunication electrical systems
- Technical specifications, equipment selection and construction administration

**Relevant Projects**

- Starbucks US Southeast Region – LEED procedure project
- Multiple Buildings at American Heritage School, Delray and Plantation, Florida
- Concessions at Miami International Airport, Miami, Florida
- Concessions at Fort Lauderdale International Airport, Fort Lauderdale, Florida
- JAFCO, LEED Certified project, Sunrise, Florida
- Colbert Elementary School – Multimedia and Classroom Buildings, Hollywood, Florida
- Douglas Gardens Senior Home, Pembroke Pines, Florida

## **FELIX MENDEZ, PE**

*Principal*

### **Professional Qualifications**

Felix Mendez is the managing partner of 3FM Engineering with over twelve years of experience in the MEP Industry. Mr. Mendez has obtained a Bachelor's degree in Mechanical Engineering and a Master Degree in Construction Management from Florida International University; he belongs to the national engineering society (Tau Beta Pi) and graduated at the top of his class. Day to day responsibilities include closely supervising the design team to guarantee a successful project outcome. As part of his design and management portfolio, Mr. Mendez has been involved in some of South Florida's most prestigious construction projects with an approximate total construction aggregate of over \$4 billion dollars.

### **Education**

Florida International University  
Master of Science in Construction Management

Florida International University  
Bachelor of Science in Mechanical Engineering

Worcester Polytechnic Institute  
Graduate Training in Fire Protection Engineering

New York University  
Training in Plumbing Engineering Design

Wisconsin State University  
Training in Electrical Engineering Design

### **Certifications**

State of Florida Professional Engineer; State of California Professional Engineer; State of Maryland Professional Engineer. Miami-Dade County Mechanical & Electrical Engineering Prequalification Certificate.

### **Professional Affiliations**

- National Fire Protection Association
- National Society of Professional Engineers

### **Design Experience**

- Design and management of design packages for Mechanical, Electrical, Plumbing and Fire Protection systems. Design and selection of advanced mechanical systems with capacities over 10,000,000 BTUH.
- Complete engineering expertise in the design of chiller plants, chilled water systems, condensate water systems, variable refrigerant systems and DX packaged systems.
- Design and selection of unconventional refrigeration systems such as data centers, casinos, hotels and high end residential.
- Design ACS (Automatic Control Systems) for mechanical and lighting systems.



## **FELIX MENDEZ, PE**

### **Cont. Design Experience**

- Design and engineering of mechanical systems in conformance with ASHRAE 55, ASHRAE 90.1, NFPA 96, NFPA 101, ASHRAE Design Guidelines and Building Code Standards.
- Design and selection of fire protection pumps and related equipment.
- Complete expertise in layout and design of fire sprinkler systems and hydraulic calculations.
- Fire protection design and engineering in conformance with NFPA 13, 14, 24, 25, 30, 31 and related Building Code Standards.

### **Relevant Projects**

- United States Southern Command Headquarters, Miami, FL: 650,000 sq.ft. intelligence base for the Army Corps of Engineers. Construction budget was approximately \$250M.
- Civic Center Mixed Use Development: 235,000 sq.ft. mixed use high-rise building. Construction budget was approximately \$30M.
- TriniSuites Hotel, Miami, FL: 25,000 sq.ft. mid-rise hotel building. Construction budget was approximately \$4M.

## 3FM ENGINEERS

### References

**1. Project Name:** American Heritage Robotics Lab and Batting Cages

**Project Address:** 1200 W Broward Blvd, Plantation, FL 33325

**Project Description:** A \$2.5M, 3 story, 23,000 s.f. building with 5000 S.F. robotics lab on the first floor. Robotics lab was fully equipped with CNC machine, welding and computer stations. Batting cages were provided on the first, second, and third floors. The roof was used for outdoor training. 3FM Engineering provided the MEP design for the building. 3FM provided designed for a chilled water connection from an existing chiller plant to feed the mechanical systems for the building. Mechanical design included natural ventilation for the batting cages floors. Electrical design included new electrical service from FPL and low voltage connection from existing campus low voltage infrastructure. The building used all LED lighting with specialized controls.

**Owner:** American Heritage School

**Client Name:** Fredric Nagler Architecture and Planning (Architect)

**Client Contact:** Fred Nagler, President

**Contact Telephone and Email:** 786-202-0514, fanagler68@gmail.com

**2. Project Name:** Westchester Library, Health and Wellness Information Center

**Project Address:** 9445 Coral Way, Miami, FL 33165

**Project Description:** A \$1.5M new 3,000 s.f. building from the ground up. Building was designed for minimum for LEED Silver. Building consists of a lobby/information area, office, group bathrooms, multipurpose room, and breakroom. Electrical design included low power density light fixtures for building's interior and exterior to meet and maximize LEED credits. Lighting also included controls for general areas and individual spaces and daylight harvesting capabilities. Power design included power usage monitoring for building users per LEED requirements. New fire alarm system was provided. Dedicated zone rooftop mounted AC units were provided with duct work coordination for the building high ceilings. Plumbing design included new domestic water and sanitary for group bathrooms and breakroom. Plumbing fixtures and electrical water heater was metered for LEED requirements.

**Owner:** Miami Dade County

**Client Name:** Saqui Architects

**Client Contact:** Martha Dunn, Project Manager

**Contact Telephone and Email:** 786-732-0760, martha@saquiarchitects.com

**3. Project Name:** Prime Realty Capital

**Project Address:** 1660 N. Powerline Road, Pompano Beach, FL 33069

**Project Description:** A \$500k new 8,000 s.f. warehouse from the ground up. Building was provided with office spaces, individual bathrooms, open warehouse area with rolling steel doors, and welding areas. The site included open parking lot with security gate entrance and sprinkler system. Mechanical was provided with mini-splits for offices and bathrooms. Warehouse area was provided with natural ventilation and exhaust. Electrical design included a new service from FPL and automatic controls for building exterior lighting and parking lot lighting. Warehouse lighting was provided with on-board occupancy sensors to meet Florida Building Energy Code warehouse lighting controls requirements.

**Owner:** Prime Realty

**Client Name:** Ahrens Companies

**Client Contact:** Jennifer O'Connor, Sr. Project Manager

**Contact Telephone and Email:** 561-839-2836, Jennifer@ahrenscompanies.com



## **3FM ENGINEERS**

### *References*

#### **4. Project Name:** Vista BMW Repair Facility

Project Address: 744 North Federal Highway, Pompano Beach, FL 33062

**Project Description:** A \$850k new 10,000 s.f. repair facility from the ground up. Building consists of open car repair area, group bathrooms, compressor room, and oil storage room. Mechanical was provided with rooftop package units to condition the whole building. Special CO and NO2 detection system was provided with connection an exhaust extraction system. Electrical design included a new service and field coordination with FPL. Electrical design was in compliance with NEC for a minor repair garage. Locations and power requirements of all outlets and specialty car repair equipment were coordinated with owner and equipment representative. Plumbing design included new domestic, sanitary, and storm system. Floor drains were coordinated for cleaning and vehicle accidental spillage/runoff and tied to an oil/water separator.

**Owner:** Vista BMW

**Client Name:** Ahrens Companies

**Client Contact:** Jennifer O'Connor, Sr. Project Manager

**Contact Telephone and Email:** 561-839-2836, Jennifer@ahrenscompanies.com.

#### **5. Project Name:** FPL Broward County Service Center Generator Replacement

Project Address: 744 North Federal Highway, Pompano Beach, FL 33062

**Project Description:** A \$250k project that consists of replacing an existing emergency generator for a new generator to backup a 6,200 s.f. office building, adjoining 3,000 s.f. shop building, a separate 5,820 store building, a 180 s.f. ice house structure, and a fuel dispenser. Electrical design included site visit verification of existing generator size and existing buildings electrical systems. Sizing of generator was also provided with the incorporation of automatic transfer switches and generator distribution panel into the existing building electrical systems. Electrical design also included site routing of power conduits and low voltage conduits for generator annunciator panels and remote emergency power off pushbuttons.

**Owner:** Florida Power and Light

**Client Name:** CBRE/FPL

**Client Contact:** Edward Baldie, Sr. Project Manager

**Contact Telephone and Email:** 954-327-3150, Edward.baldie@cbre.com

## 8. LOCAL BUSINESS FORM



**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: E-24-20 Continuing Contract for Architectural Services.

Prime Contractor's Name: Dorsky Yue International

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>
Dorsky Yue International, LLC 101 NE 3rd av, Suite 500, Fort Lauderdale Florida 33301	Karina Blanco (954) 703-7830	Architecture	55%
Keith Engineers 301 E Atlantic Blvd, Pompano Beach, FL 33060	Alex Lazowick (954) 788-3400	Civil Engineering	10%
Keith Landscape Architects 301 E Atlantic Blvd, Pompano Beach, FL 33060	Paul Weinberg (954) 788-3400	Landscape Architecture	10%
Brytensen Engineers 3045 N. Federal Highway, Fort Lauderdale, FL 33306	Murray Brytensen (954) 568-1411	Structural Engineers	10%
3FM 8200 NW 41 ST #200, Miami, FL 33166	Shawn Walker (305) 767-1120	MEP Engineering	15%

LOCAL BUSINESS EXHIBIT "A"



LOCAL BUSINESS EXHIBIT "D"  
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

Solicitation # E-24-20

1. What portions of the contract have you identified as Local Business opportunities?

Civil Engineering and Landscape Architectural Services offered in the  
contract.  
\_\_\_\_\_  
\_\_\_\_\_

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

We contacted local Businesses to join the Team in response to  
this RFI.  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

Yes       No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes       No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

We invited local Businesses to join the team.  
\_\_\_\_\_

7. List the Local Businesses you will utilize and subcontract amount.

<u>Keith Enginnering /Landscape Architecture</u>	\$ <u>20%</u>
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_

## 9. LITIGATION

STATEMENT OF LITIGATION in the last five years

**NONE** – no claim or litigation in the last five years arising out of the firm's performance

### 10. CITY FORMS



**N THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

\_\_\_\_\_ E , 24-20 Continuing Contract for Architectural Services.  
(number) (Title)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Victor Yue Title Managing Member

Company (Legal Registered) Dorsky Yue International , LLC

Federal Tax Identification Number 27-1532615

Address 101 ne 3rd St , Suite 500

City/State/Zip Fort Lauderdale, Florida 33301

Telephone No. 954-703-7830 Fax No. \_\_\_\_\_

Email Address Vyue@dorskyue.com

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Dorsky Yue International, LLC

Vendor FEIN: 27-1532615

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



**Exhibit - Fee Schedule**

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$1,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2021

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

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

PRODUCER DesignPro Insurance Group 5991 Chandler Court, Suite A Westerville OH 43082	CONTACT NAME: Tracey Heise	
	PHONE (A/C No. Ext): (614)426-9043 FAX (A/C No): (614)794-4961	
	E-MAIL ADDRESS: tracey.designproins@wichert.com	
INSURED Dorsky Yue International, LLC 23240 Chagrin Blvd, Suite 325 Beachwood OH 44122	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Twin City Fire Insurance Company	29459
	INSURER B: The Hartford Accident and Indemnity Ins	22357
	INSURER C: Hartford Casualty Insurance Co	29424
	INSURER D: Continental Casualty Company	20443
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 2020-21 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	33 SBA AC8208	5/15/2020	5/15/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33 UEC FG0558	5/15/2020	5/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			33 SBA AC8208	5/15/2020	5/15/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	33 SBA AC8208 (Ohio Stop Gap)	5/15/2020	5/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
C				33 WEC AG4TC8 (State of Florida)	6/30/2020	5/15/2021	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			AEH 288391974	5/15/2020	5/15/2021	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

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

City of Pompano Beach and its officers, employees and agents are named as Additional Insured on General Liability as required by written agreement. This insurance is primary and non-contributory. A Waiver of Subrogation is in favor of the Additional Insured. Policies provide 30 days written notice of cancellation for any reason except nonpayment of premium which requires 10 days written notice to the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brad Bush, CPCU/TRAC 
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ACORD 25 (2014/01)

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INS025 (201401)