

*CITY OF POMPANO BEACH,  
FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT**

**With**

**GALLO HERBERT ARCHITECTS**



**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 Gallo Herbert Architects, LLC, a Florida limited liability company, 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 William J. Gallo, AIA

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:**

William J. Gallo, AIA LEED AP CEO  
Gallo Herbert Architects  
1311 West Newport Center Drive  
Deerfield Beach, FL 33442

**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"**

**Gallo Herbert Architects, LLC**

Witnesses:

Dawn M. Levy  
Signature

Dawn M Levy  
Name Typed, Printed or Stamped

[Signature]  
Signature

Angelica Bueno  
Name Type, Printed or Stamped

By: [Signature]  
William J Gallo, Manager

By: [Signature]  
Brian P Herbert, Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 23 day of MARCH, 2021, by William J Gallo and Brian P Herbert as Managers of Gallo Herbert Architects, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

HEATHER CHABOT  
(Name of Acknowledger Typed, Printed or Stamped)

GG 311125  
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</b>	<b>bodily injury and property damage</b>	
— <b>explosion &amp; collapse</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.

Line	Criteria	Point Range
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**



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_

2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_

3. Bid# & or P.O.#: \_\_\_\_\_

4. Contractor Name: \_\_\_\_\_

5. City Department: \_\_\_\_\_

6. Project Manager: \_\_\_\_\_

7. Scope of Work (Service Deliverables): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### 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(s) 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?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 ?

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D"



# City of Pompano Beach

Request for Letters of Interest  
Contiuing Contract for Architectural Services  
RLI E-24-20



Gallo Herbert Architects  
1311 West Newport Center Drive, Suite A  
Deerfield Beach, FL 33442  
galloherbert.com  
P. 954.794.0300

August 10, 2020

# Title Page

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**Project Name & Number:**

City of Pompano Beach  
Request for Letters of Interest  
E-24-20  
Continuing Contract for Architectural Services

**Firm Submitting RLI:**

Gallo Herbert Architects  
1311 West Newport Center Drive, Suite A  
Deerfield Beach, FL 33442  
P.954.794.0300  
www.galloherbert.com

**Contact Person:**

William J. Gallo, AIA, LEED AP  
CEO/Chairman  
wgallo@galloherbert.com

**Date:**

August 10, 2020



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# Tab 01

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## Letter of Transmittal

August 10, 2020

City of Pompano Beach  
Purchasing Office  
1190 N.E. 3rd Avenue, Bldg C  
Pompano Beach, FL 33060



**RE: RLI E-24-30 Continuing Contract for Architectural Services**

Dear Mr. English:

We are pleased to submit the qualifications of Gallo Herbert Architects (GHA) for The Continuing Contract for Architectural Services RLI, E-24-20. It is our goal to demonstrate to the committee that GHA is the most qualified firm. We believe this because we have a proven track record of providing similar services in the most optimal and professional manner, our staff and consulting team are local and knowledgeable and our history of continued service to Clients just like the City of Pompano is testimony to our successful performance and relationships.

GHA is an architecture firm that provides exceptional services consisting of:

- Review of Site Plans and Contract Documents
- Site Feasibility Studies
- Site Development and Master Planning
- Project Design and Construction Administration
- Remodel and Renovation Design, Drawings and Specifications
- Hurricane Hardening
- 40 Year Building Re-Certifications
- Historic Preservation Consulting
- ADA/UFAS/FBCADA Analysis and Redesign
- Cost Estimating and Review
- Property Inspections and Due Diligence
- Sustainable Design
- Permitting and Approval Liaison Services
- \* Owner Authorized Representation

It is through the integrated services of our excellent team of professionals that we are able to provide the exceptional requisite services. For each assignment, if required, we can provide government processing of development applications, project and acquisition due diligence, programming, space and site planning, schematic design, design development, contract documents, permit and bid assistance and contract administration as well as feasibility analysis. Additionally, to better assist our clients, GHA also offers in-house interior design, feasibility inspections and estimating services.

Gallo Herbert Architects (GHA), has extensive experience in the Tri County Area and specifically in Broward County in completing numerous projects from simple renovations and additions to large scale development. We are confident in our ability to meet the objectives of the RLI objectives and to be fully responsive to any and all professional services as outlined.

We are prepared to meet and further explain our abilities and we look forward to a favorable response.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. Gallo", followed by a period.

William J. Gallo, AIA LEED AP  
CEO/Chairman



# Tab 02

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## Technical Approach



At GHA we believe the best ingredient for a successful project is to assemble the proper team. For this assignment we have assembled a team that has all of the requirements to provide the City of Pompano Beach with an efficient process and a successful outcome. Our team represents the best of:

- Local knowledge
- Pompano Beach Experience
- Related experience with similar buildings
- Knowledge of the review processes Local, State and Federal
- An established working relationship

Our team of experts under the direction of GHA have experience working together and in fact are currently working together on similar projects. Additionally, GHA has a strong knowledge of the City of Pompano Beach as we have been working on similar assignments for the private sector and for the City since 1988.

Our process and approach are linear and systematic under the leadership of our project Principal, William J. Gallo, AIA, and within the direction of our Project Manager, Brian P. Herbert, AIA, LEED AP. Depending upon the project scope and type our work typically proceeds in (8) eight phases:

### Organization

During this phase we will meet with the required stakeholders to ascertain programmatic information and to learn and agree upon all of the goals and objectives of the project. We emerge with an agreed upon strategy for management of the project as relates to chain of command, decision making, information transfer, deliverables and document control. Once this step is achieved the team will commence a review of the project program, budget and schedule. This is essentially a test of current market conditions as relates to quantity, quality and cost.



### Research & Due Diligence

During this phase our team examines review agencies and processes, time frames for approvals, codes and standards and an approach to the project. All of these are memorialized in a schedule so that a complete understanding of the critical path to a permit to construct is understood (see typical schedule in Tab 3).

### Schematic Design & Design Development

Essentially this phase is the preparation of the conceptual design of the buildings both exterior and interior as well as the design of the site plan. The program criteria are interpreted in graphic form via plans and elevations of the building and are evolved to depict the size and relationship of the spaces. GHA works in 3-D via Revit and BIM Modeling to assist the potential users and our clients to fully understand the project design in three dimensions. We are capable of virtual reality presentation if required. The site plan is developed to resolve access, parking, security, vehicular/pedestrian interactions and movement of aircraft to essential functions. Once the site design is approved by the City of Pompano Beach then the proposed site plan is reviewed in preliminary form. If the design is satisfactory to and approved by the City of Pompano Beach, then the site plan is completely engineered, and an approval package is submitted for processing to all requisite agencies. Simultaneously, we will prepare an updated project estimate.

### Site Plan Approval

When the final engineering of the site plan and the landscape plans are completed, we will submit these drawings and specifications along with schematic architectural drawings for site plan approval. Our team will meet with reviewing agencies and obtain all requisite permits, approvals and entitlements prior to submitting for building permits.

### Contract Documents

As the Site Plan Approval Process draws to a predictable conclusion our team will prepare all contract documents. These documents will consist of plans and specifications as required to submit for building permits and to distribute to potential bidders for construction of the project. Once these documents are complete, GHA will prepare an updated construction estimate for submission to the City of Pompano Beach. These documents will be submitted to staff for approval prior to bidding.

### Permitting & Pricing/Bidding

During this critical phase we will take a supportive roll to the City approved staff or expediter as relates to the permitting of site plan permits through the County, as well as all agencies having jurisdiction. Additionally, we will assist in the expediting of permits for building construction through the building departments and in preparation for the selected contractor to "pull" the final permits in order to commence construction operations. Simultaneous with permitting GHA will assist the City of Pompano Beach in the advertisement for bids, be available for receipt of bids, respond to all RFI from bidding contractors, issue all Addenda as required to manage the bidding process and be available to the City of Pompano Beach to evaluate and make recommendations for award.

### Construction Administration

GHA and its professional team of consultants will take an active role in this phase of the work. Especially important is the review of submittals, responses to RFIs from the building team, resolution of conflicts, review of the construction in place and the safeguarding of the green practices of the construction team. Our staff has a plan of action involving meetings, minutes, Owner executive reports and follow up after construction for proper close out, start up and commissioning. GHA will perform requisite Site Visits at an agreed upon interval concurrent with the needs, a progress of the project to review the projects conformance with the design intent and to verify progress and schedule for construction draws.



### Project Closeout & Building Start Up

This phase of work commences when all construction work is complete. Punch lists will be prepared, and verification of the work being completed will be disseminated. GHA will coordinate documentation of final releases of liens, consent of sureties to final payment and affidavits required of the CM/GC. Additionally, GHA will prepare As-Built documents in electronic and written format and will be proactive in obtaining the operation manuals and procedures from the CM. We will coordinate the state of the warranty periods and be available for a 10 month walk thru prior to warranty period termination.

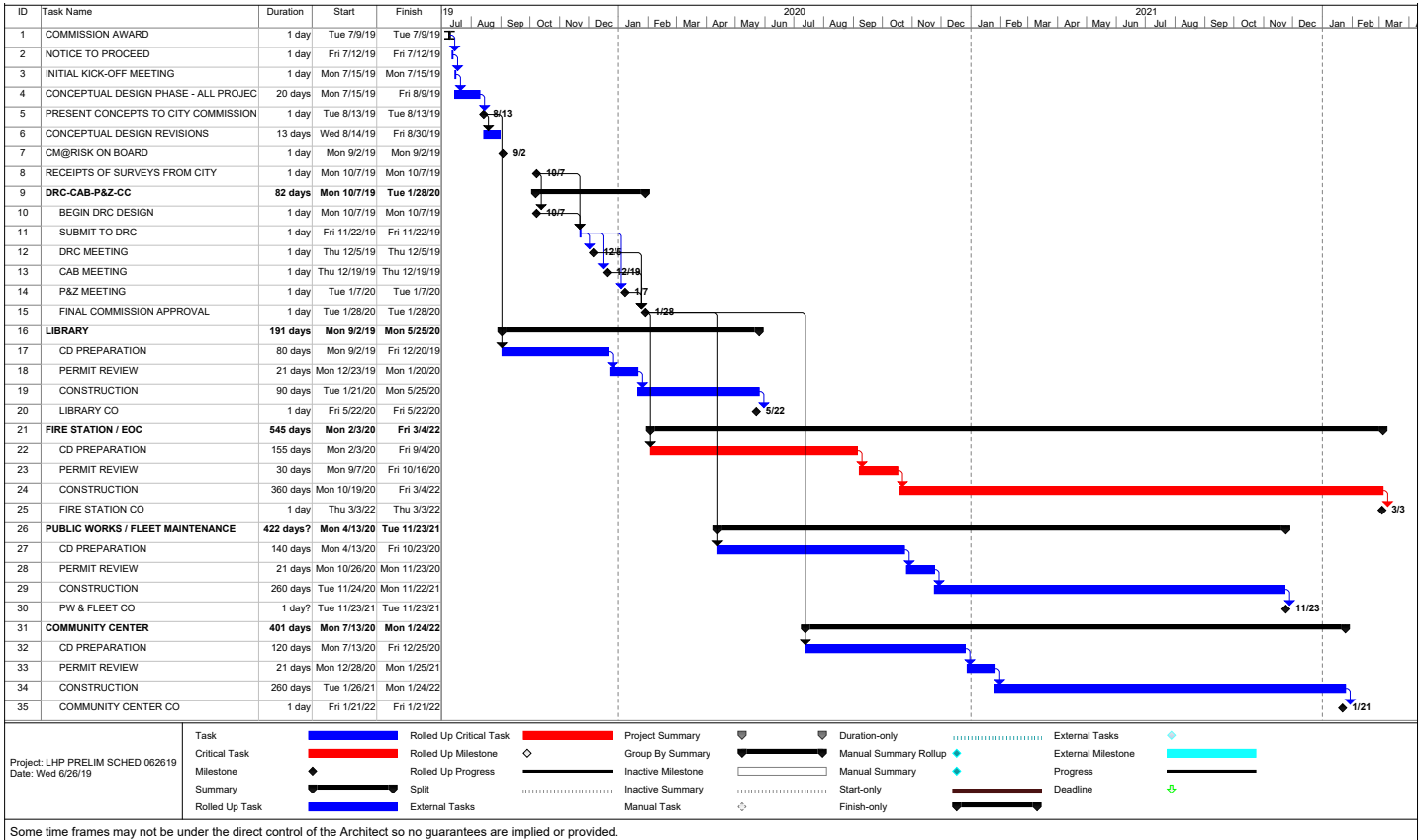


# Tab 03

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# Schedule

The RLI asks for a specific schedule timeline with proposed tasks and deadlines. Since the RLI does not mention a specific project this would be impossible to produce at this time. However, GHA typically provides a Microsoft project schedule on all assignments. A typical example of which is illustrated below.





# Tab 04

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# References

## 1. CITY OF LIGHTHOUSE POINT - OAR SERVICES

John Lavisky, City Administrator  
 2200 NE 38th Street  
 Lighthouse Point, FL 33064  
 954-784-3434  
 jlavisky@lighthousepoint.com

### Program parameters:

Total Project Cost (Bond Issuance) - 16,500,000

### Schedule

36 Months

Procurement of Professionals to CO of Buildings

### PROJECT OVERVIEW:

Gallo Herbert Architects is the Owners Authorized Rep for The City of Lighthouse Point. As such the firm is responsible for Managing the following projects; a new two-story Fire Station/EMOC Center rated for a category 5+ storm, a new Community Center at Dan Witt Park, a new Public Works Fleet Maintenance Building, renovation of the existing Public Works Building and the buildout of a second-floor Community Room in the Library. *The firm provides feasibility analysis, design professional selection, construction manager selection, concept design, schedule & budget control, document coordination, code compliance oversight and contract administration during construction.*

## 2. NOVA SOUTHEASTERN UNIVERSITY - LOWER SCHOOL SPORTS CENTER II

Randy Seneff, Director of Design & Construction  
 3301 College Avenue,  
 Fort Lauderdale, Florida 33314  
 954-262-7555  
 rseneff@nova.edu

64,250 SF

\$12,800,000

10/2016

### PROJECT OVERVIEW:

GHA designed the recently completed Noel P. Brown Building for Nova Southeastern University. The building encompasses 54,000 SF of Student Life activity areas and has become the hallmark building of the NSU University School Campus hosting numerous large Campus events. The building was designed to LEED Standards and surpassed its goal of Silver Certified by achieving Gold Certification.

### 3. PALMS OF DEERFIELD BEACH, DEERFIELD BEACH, FL

Deerfield Beach Housing Authority Executive Offices  
 Dr. Nadine Jarmon, Executive Director  
 533 S. Dixie Highway, Suite 201  
 Deerfield Beach, FL 33441  
 (954) 425-8449

Palms of Deerfield Beach is comprised of 100 senior affordable studio and one bedroom units and common area rehabilitation designed for The Deerfield Beach Housing Authority. All units have been fully renovated including bathrooms, kitchens and living areas to meet the needs of the senior residents.

Completion: 04/2020  
 Size: 100 Units  
 Cost: \$6.5 Million

### 4. JOHN KNOX VILLAGE - HEALTH CENTER EXPANSION

Gerry Stryker  
 John Knox Village  
 CEO  
 651 S.W. 6th Street  
 Pompano Beach, FL 33060  
 954-783-4040  
 gstryker@jkvfl.com

64.89 Acres  
 \$44,000,000.00

#### PROJECT OVERVIEW:

The New Health Center (NHC) is a two phase endeavor that is simultaneous in planning and sequential in construction. The first phase is a 144 resident skilled nursing facility to be built upon the GreenHouse Model of care. The second phase is the renovation of the existing Health Center into a like new 76 Resident Facility totally dedicated to Memory Loss.



# Tab 05

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## Project Team Form



**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 E-24-20 Contiuing Contract for Architectural Services

Federal I.D.# 65-0582009

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	William J. Gallo, AIA, LEED AP CEO/Chairman	47	BA, MA
Project Manager	Brian P. Herbert, AIA, LEED AP/ President	26	BA
Asst. Project Manager	John E. Tice, AR	30	BA
Other Key Member	Marco Urrea	23	BA
Other Key Member	Alain Dezii	25	BA
	Angelica Bueno	25	BA
	Martha Buritica, LEED AP	20	BA

**SUB-CONSULTANT**

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	Keith & Associates	Michael Mossey, PSM
	Keith & Associates	Mark Mitchell
Landscaping	Keith & Associates	Paul Weinberg, PLA
	Keith & Associates	Stephen Williams, Sr., PE, PMP (Civil Engineer)
Engineering	Delta G Consulting Engineers	George San Juan, PE, LEED AP (MEP)
	Delta G Consulting Engineers	Stephen Bender, P.E., LEED AP ( Mechanical Engineer)
Other Key Member	Delta G Consulting Engineers	Craig Bozeman ( Electrical Engineer)
	Delta G Consulting Engineers	Ricardo Torres (Plumbing Designer)
Other Key Member	Bryntesen Structural Engineers	Murray Bryntesen, PE
	Bryntesen Structural Engineers	Luke McGregor
Other Key Member		
Other Key Member		

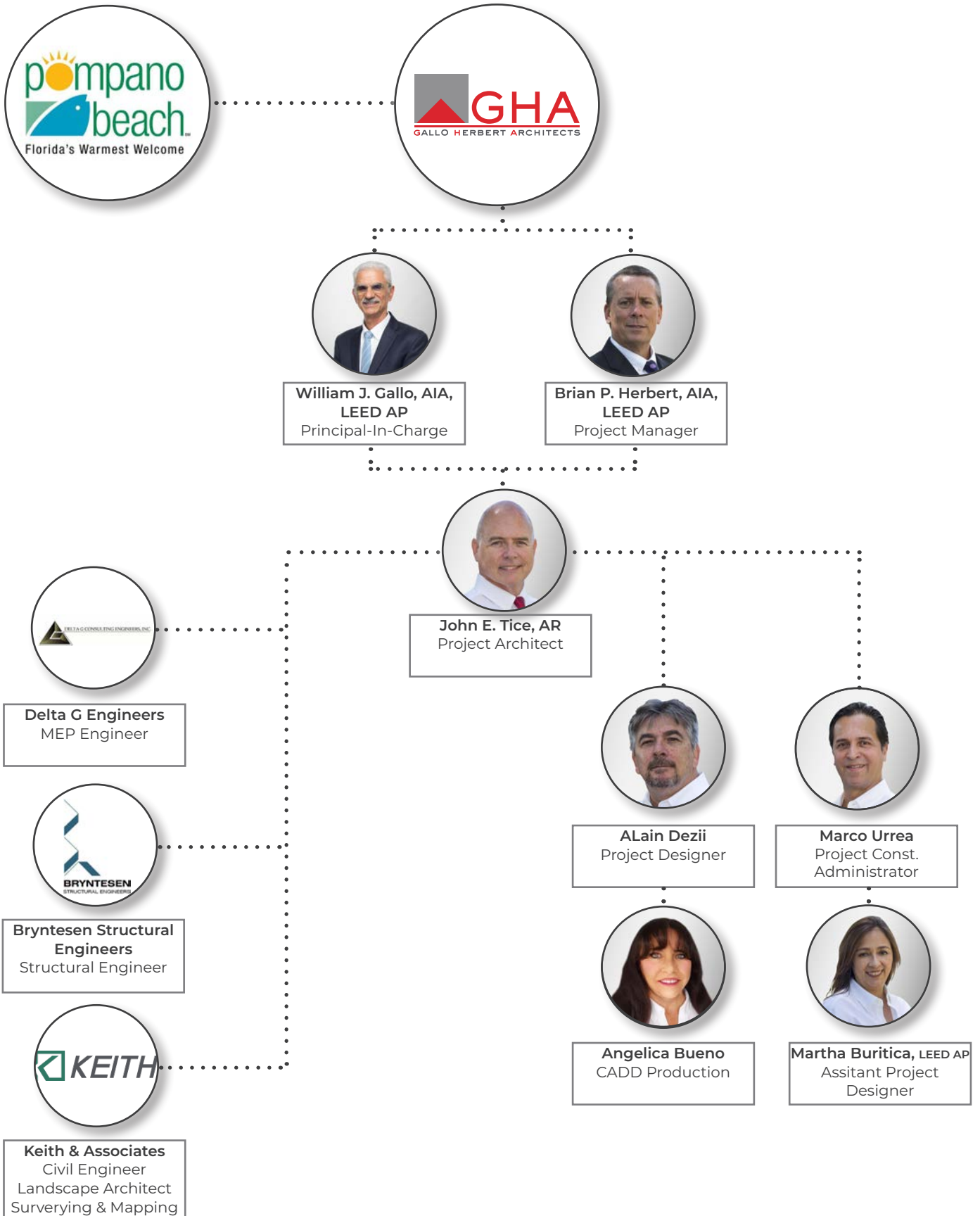
(use attachments if necessary)



# Tab 06

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## Organizational Chart





# Tab 07

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## Statement of Skills and Experience of Project Team

# City of Parkland

City Hall  
Parkland, FL



## Project Overview

This project involves the expansion of the existing building space for an additional 3,000 square feet. The expansion accommodates additional space for the Building Department in addition to space for the City's record retention files. Commission awarded the design of the expansion to GHA and construction to Lynx Construction Management. The project was completed in 2019.



## Project Information

**Project Type**  
Municipal

**Owner**  
City of Parkland

# Nova Southeastern University

Fort Lauderdale, FL



## Project Overview

GHA functions in numerous capacities for this premier Private not for profit University of 27,000 Students. Our firm has provided a litany of services since 1998 and continuing today consisting of:

- Basic Architectural & Engineering Services
  - Noel P. Brown Sports Complex
  - Rolling Hills Graduate Dormitories
  - Shepard Broad College of Law
  - Barnes & Nobles Student Facility
  - Numerous Laboratories & Classroom Renovations
  - Physical Facilities Complex
  - Building Hurricane Hardening
- Master Planning
  - College of Law
  - College of Education
  - Business School
  - College of Engineering
- Property Condition Assessments & Reports
- Roof Inspections & Specifications for Re-Roofing
- Walk Through Inspections of Student Dormitories for Renovation
- HVAC Inspections & Energy Studies



# City of Tamarac

Water Treatment Plant  
Tamarac, FL



## Project Overview

The City of Tamarac Water Treatment Plant Emergency Hurricane Operations Center – has been designed by Gallo Herbert Architects to perform as the back-up operations center in the event of a catastrophic hurricane event. In essence, GHA has designed a 2,500 sf “building within a building” that has been engineered from a structural and systems standpoint to withstand, be occupied and operated during and after the storm event.



## Project Information

**Project Type**  
Municipal

**Project Size**  
12,000 SF

**Owner**  
City of Tamarac

# City of Parkland

Designated Design Review Architects  
Parkland, FL



## Project Overview

Gallo Herbert Architects was retained by the City of Parkland to be their Designated Design Review Architect. As such, we are in charge and responsible for the reviewing and approving of all development applications, all new site plans or site layouts, buildings and structures proposed plans to alter a front and any rear or side elevation of any existing buildings or structures before approval before the City Commission. As a result of our functioning in this capacity we are continuously performing Planning & Zoning Reviews and Reporting them to the Commission.



## Project Information

**Project Type**  
Municipal

**Owner**  
City of Parkland



# 1801 Medical Offices

Deerfield Beach, FL



## Project Overview

1801 is a three story, 75,000 SF, Community Business Center. This was an existing building which served as a correctional and rehabilitation facility. It remained vacant for a decade before the current developer took ownership of the property. The building is well sited on a busy arterial boulevard with two large bodies of water flanking it's northern and eastern façades. The building will be stripped of its facades and interiors so that only the structure remains. Gallo Herbert Architects then designed a new energy efficient skin. The existing form punctuated by a grid window pattern was manipulated to emphasize it's porosity. The new skin varies in the depth to create a strong play of shades and shadows. Finally, a large vitrine was added on the street façade to display community art which extends into the gallery spaces within. It is through this adaptive re-use of a defunct building that a new and vital business center is born.



## Project Information

**Project Type**  
Office Building

**Project Size**  
75,000 SF

# Catholic Housing Management

Sign Foundation

Miami, FL



## Project Overview

GHA is currently under contract to replace signage at all Catholic Health Facilities and Catholic Housing Management Sites throughout the Tri County Area. The below is an excerpt from a typical signage scope replacement. The photographs are of current projects. The renovation will consist of demolishing the existing wood sign and landscape and construct a new concrete sign to reach the maximum height of 6' feet. The new monument sign will be of concrete block and coated with smooth stucco. An aesthetic border will be constructed to the top and will seal the border. New sign letters will also be added which will announce the facility name and address. Ground solar power illumination will be also be provided.



## Project Information

Project Type  
Sign Foundation

# Dr. Von D. Mizell-Eula Johnson State Park

Formerly John U. Lloyd State Park  
Dania Beach, FL



## Project Overview

The renovation included installation of 4 photovoltaic systems which will generate up to 50 KW of electricity, retrofit of all existing park lighting and installation of 11 solar water heating systems.

Features:

First zero energy park in the State of Florida



## Project Information

**Project Type**  
Sustainable Park

**Project Value:**  
683,521

**Owner**  
Nova Southeastern University  
3301 College Avenue  
Davie, FL 33314

# Johnson & Wales University

Bridge at Arch Creek  
North Miami, FL



## Project Overview

GHA was the Master Planner and Architect for all buildings at the North Miami Campus of Johnson & Wales University. One of the tasks was to provide a bridge over Arch Creek to connect the Main Campus University Center with the Main Student Parking Lot. During the course of completion of the entire Master Plan GHA was later tasked with structural surveys and minor improvements to the same bridge 15 years later.

## Project Information

Project Type  
Bridge

# Sub-Consultants Project Experience

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### CHARLOTTE J. CURRIE COMMUNITY CENTER, POMPANO BEACH ,FL



#### Project Description:

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.

### POMPANO BEACH CITY HALL PARKING LOT, POMPANO BEACH, FL



#### Project Description:

The project is for Electrical Engineering services for the parking lot lighting.



## MLK BLVD. STREETScape IMPROVEMENT PHASE 2, POMPANO BEACH, FL



### 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-model (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.



## CHARLOTTE J. BURRIE CIVIC CENTER, POMPANO BEACH, FL



### 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.





# Tab 08

## Resumes of Key Personnel



# WILLIAM GALLO

AIA, LEED AP

PRINCIPAL-IN-CHARGE

## SKILLS

### Experience

48 years

### Licenses


Registered Architect: NJ, NY, FL, MA, PA, SC, GA, DC & DE


### Education

Bachelor of Architecture 1969;  
Pratt Institute School of  
Architecture

Master of Architecture 1970;  
Harvard University,  
Graduate School of Design

 954.794.0300

 wgallo@galloherbert.com

 galloherbert.com

## ● MY PROFILE

William J. Gallo (Bill), AIA, LEED® AP is Chairman/CEO of Gallo Herbert Architects, an architecture, interior design and consulting firm. He serves as client liaison for key projects and is responsible for all administration, finance and operations of the firm. Bill is instrumental in coordinating entitlements and site approvals, is often retained by peers, clients and the legal community for dispute resolution, development management and feasibility analysis.

Bill is unique in the design and construction business. His training includes architecture, construction and development economics. He began at Pratt Institute in New York City where he received his Bachelor of Architecture Professional degree. He culminated his education with a Master of Architecture degree from The Harvard University Graduate School of Design in Cambridge Massachusetts where he focused on systems design development economics. This rare combination of businessman and architect has made Bill extremely effective in his ability to design projects that are responsive to his client's business plan and responsible to their schedule and budget. In addition to professional practice Bill has held teaching positions at University level architecture programs. At GHA he functions as Project Principal to ensure that project parameters are met with technical competency, optimal efficiency, responsibility to budget and schedule and most important provocative design.

## ● SPECIALIZED EXPERIENCE

*OWNERS AUTHORIZED REP; CITY OF LIGHTHOUSE POINT*

*LIGHTHOUSE POINT, FL*

*PRINCIPAL-IN-CHARGE; JOHN KNOX VILLAGE RESORT POOL*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; JOHN KNOX VILLAGE WELCOME & INNOVATION CENTER*

*POMPANO BEACH, FL*

*OWNERS AUTHORIZED REP; JOHN KNOX VILLAGE, WOODLANDS SKILLED NURSING FACILITY*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; SGM SOUTHERN GROUTS AND MORTARS- NEW METAL BUILDING STORAGE WAREHOUSE- IN PERMITTING*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; OLD CASTLE EQUIPMENT UPGRADES- BUILT*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; OLD CASTLE, NEW MANUFACTURING BUILDING WITH PACKAGING- OBTAINED ENTITLEMENT READY FOR PERMIT*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; POMPANO AVIATION, MULTIPLE NEW HANGAR BUILDINGS-BUILT*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; AMERICAN FLYERS-, NEW TRAINING FACILITY AT POMPANO AIRPARK-BUILT*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; PUBLIC STORAGE, SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING-BUILT*

*POMPANO BEACH, FL*

*PRINCIPAL-IN-CHARGE; HISTORIC SAMPLE MCDUGALD HOUSE*

*POMPANO BEACH, FL*



# BRIAN HERBERT

AIA, LEED AP

## PROJECT MANAGER

### SKILLS

#### Experience

26 years

#### Licenses


Registered Architect: FL, OH, CO,  
NC


Registered Interior Designer: FL

#### Education

Bachelor of Architecture, 1990;  
Florida A&M University,  
Tallahassee, FL

 954.794.0300

 bherbert@galloherbert.com

 galloherbert.com

### ● MY PROFILE

Brian P. Herbert, AIA, LEED AP is President of Gallo Herbert Architects. He is responsible for overall project coordination and production within the office. Brian also monitors the progress of jurisdictional agency approvals and provides expert opinion, dispute resolution services and project consulting services.

Brian is a registered architect in the State of Florida. He completed his training in architecture at Florida A&M University in Tallahassee, where he received his Bachelor of Architecture Professional degree in 1990. Prior to his employment at Gallo Architects & Development Consultants, he led the design and production department of Conjour Architectural Division where he completed numerous commercial and institutional projects. He also specialized in planning projects, site development, municipal grant applications and the government processing of ground-up developments.

As a consultant, Brian is able to perform quick and highly-focused assessments in the areas of building design and suitability, site analysis and feasibility, tenant planning and coordination, and financial analysis. He has a well-developed knowledge of planning guidelines, a keen sensitivity to the development marketplace and a working understanding of the physical design, technical requirements and financial ramifications. Brian also provides expert opinion and dispute resolution services in the areas of master planning, conformance to the Americans with Disabilities Act and site design issues.

### ● SPECIALIZED EXPERIENCE

**PRINCIPAL-IN-CHARGE; CITY OF TAMARAC, WATER TREATMENT PLANT**

**TAMARAC, FL**

**PRINCIPAL-IN-CHARGE; DESIGNATED DESIGN REVIEW PROFESSIONAL**

**PARKLAND, FL**

**PROJECT ARCHIECT; CITY OF PARKLAND, CITY HALL EXPANSION**

**PARKLAND, FL**

**PROJECT ARCHIECT; CITY OF PARKLAND, QUIGLEY PARK**

**PARKLAND, FL**

**PROJECT ARCHIECT; CITY OF DEERFIELD BEACH, VISION REPORT**

**DEERFIELD BEACH, FL**

**PROJECT MANAGER; OLD CASTLE, NEW MANUFACTURING BUILDING WITH PACKAGING-OBTAINED ENTITLEMENT READY FOR PERMIT**

**POMPANO BEACH, FL**

**PROJECT MANAGER; POMPANO AVIATION, MULTIPLE NEW HANGAR BUILDINGS-BUILT**

**POMPANO BEACH, FL**

**PROJECT MANAGER; AMERICAN FLYERS-, NEW TRAINING FACILITY AT POMPANO AIRPARK-BUILT**

**POMPANO BEACH, FL**

**PROJECT MANAGER; PUBLIC STORAGE, SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING-BUILT**

**POMPANO BEACH, FL**



# JOHN TICE AR

PROJECT ARCHITECT

## SKILLS

### Experience

30 years

### Licenses


Registered Architect: FL, GA, LA

### Education

Bachelor of Architectural Design  
University of Florida,  
Gainesville, FL

 954.794.0300

 jtice@galloherbert.com

 galloherbert.com

## ● MY PROFILE

John E. Tice is Vice President of the firm. John brings 30+ years of experience to our team. He started as an entry level draftsman in 1979 and progressed through all positions to ultimately become the Principal of his own firm in 1994. John has designed and managed numerous aviation, industrial, transportation and commercial/residential projects in Florida. His experience as Principal and Owner of an architectural firm provided him the opportunity to lead design and engineering teams in the development of large and highly specialized transportation projects. Today John is a vital part of the GHA team.

John has strength in design and the technical aspects of architecture. Client contact and design communication are natural assets in his approach. Construction knowledge has always been a positive factor in the work and allows the design to be realized within the framework of budgets and schedules.

John is a registered Architect in the State of Florida. Degrees include, a five year professional Bachelor of Architecture from Florida A & M University in Tallahassee and a Bachelor of Design in Architecture from the University of Florida in Gainesville.

## ● SPECIALIZED EXPERIENCE

*PROJECT ARCHITECT; COLD FISH RESTAURANT 1750 N FEDERAL HWY - COMMERCIAL RENOVATION- UNDER CONSTRUCTION*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; SGM SOUTHERN GROUTS AND MORTARS- NEW METAL BUILDING STORAGE WAREHOUSE- IN PERMITTING*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; OLD CASTLE EQUIPMENT UPGRADES- BUILT*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; OLD CASTLE, NEW MANUFACTURING BUILDING WITH PACKAGING- OBTAINED ENTITLEMENT READY FOR PERMIT*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; JOHN KNOX VILLAGE OWNER REP ASSISTANT, WOODLANDS SKILLED NURSING FACILITY AND CURRENTLY NUMEROUS LARGE SCALE LIVING, DINING AND INFRASTRUCTURE PROJECTS*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; POMPANO AVIATION, MULTIPLE NEW HANGAR BUILDINGS-BUILT*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; AMERICAN FLYERS-, NEW TRAINING FACILITY AT POMPANO AIRPARK-BUILT*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; PUBLIC STORAGE, SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING-BUILT*

*POMPANO BEACH, FL*

*PROJECT ARCHITECT; PUBLIC STORAGE- DIXIE HWY- DESIGN AND ENTITLEMENTS FOR NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING. UNDER CONSTRUCTION*

*POMPANO BEACH, FL*



# ALAIN DEZII


PROJECT DESIGNER


## SKILLS

**Experience**  
39 years

**Education**  
Bachelor of Architecture, 1983  
Florida Atlantic University

 954.794.0300

 adezii@galloherbert.com

 galloherbert.com

## ● MY PROFILE

Alain studied architecture at the University of Talence in Bordeaux, France in 1983 and completed his training at Florida Atlantic University where he received his Bachelor of Architecture professional degree and completed his NCARB post graduate internship requirements. He is a licensed builder with the State of Florida and Certified in CPTED design.

Alain has worked for various South Florida architectural firms since 1985, GHA since 2001, and has a vast array of experience in governmental, educational and commercial projects. Alain started working with Gallo Architects and Development Consultants in 2001. He is both creative and pragmatic in his design approach. His construction background combined with architecture is crucial in translating technical design systems to construction documentation. Alain was a member of the design team for Destiny a new eco-sustainable city in Osceola County, Florida. The project was selected as one of sixteen global sustainable cities to serve as models for the Clinton Climate Initiative. Alain occasionally contributes to NPR's Radio Green Earth to discuss viable options in sustainable design. He was a team member of C.U.R.E for the historical preservation program of the City of Hollywood, Florida.

## ● SPECIALIZED EXPERIENCE

*PROJECT DESIGNER; JOHN KNOX VILLAGE, VILLAGE CENTER*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; JOHN KNOX VILLAGE, RESORT POOL*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; JOHN KNOX VILLAGE, WELCOME & INNOVATION CENTER*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; SGM SOUTHERN GROUTS AND MORTARS- NEW METAL BUILDING STORAGE WAREHOUSE- IN PERMITTING*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; OLD CASTLE EQUIPMENT UPGRADES- BUILT*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; OLD CASTLE, NEW MANUFACTURING BUILDING WITH PACKAGING- OBTAINED ENTITLEMENT READY FOR PERMIT*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; POMPANO AVIATION, MULTIPLE NEW HANGAR BUILDINGS-BUILT*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; AMERICAN FLYERS-, NEW TRAINING FACILITY AT POMPANO AIRPARK-BUILT*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; PUBLIC STORAGE, SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING-BUILT*

*POMPANO BEACH, FL*

*PROJECT DESIGNER; PUBLIC STORAGE- DIXIE HWY- DESIGN AND ENTITLEMENTS FOR NEW 3 STORY AIR CONDITIONED SELF-STORAGE BUILDING. UNDER CONSTRUCTION*

*POMPANO BEACH, FL*



# MARTHA BURITICA

LEED AP


ASSISTANT PROJECT DESIGNER


## SKILLS

**Experience**  
20 years

**Education**  
Bachelor of Architecture,  
Universidad de San  
Buenaventura

 954.794.0300

 mburitica@galloherbert.com

 galloherbert.com

## ● MY PROFILE

Martha is a Project Manager at Gallo Herbert Architects, and has brought more than 25 years of experience to the firm since July 2017. She is responsible for all phases of the project from Conceptual Design to Construction Administration, and as a Project Manager, Martha works hand in hand with our principals to ensure the delivery of the best quality work to our clients. She also maintains constant communication with each client to make sure the design and overall project, meet and exceed the client's needs and expectations. Her duties include Design, Code Research, Coordination with the engineering team and Building Departments, and development of a complete set of Construction Documents.

Martha is originally from Cali, Colombia, and received her Bachelor of Architecture degree from the Universidad de San Buenaventura. Since 2002, she has worked at several South Florida architectural firms and has extensive experience in commercial, institutional, and residential projects. While living in Colombia, Martha worked as an independent consultant at Vinasco Buritica Architects, where she participated in several National Architectural Design Contests for new government projects. She received third and fourth place in two of them, and first place for the General Office of the Public Prosecutor of the Nation in Ibague, Colombia. The project consisted of three two-story buildings with 81,700 sf, and construction finished in July 2002.

## ● SPECIALIZED EXPERIENCE

*ASSISTANT PROJECT DESIGNER; SGM  
SOUTHERN GROUTS AND MORTARS- NEW METAL  
BUILDING STORAGE WAREHOUSE- IN PERMITTING  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; OLD CASTLE  
EQUIPMENT UPGRADES- BUILT  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; OLD CASTLE, NEW  
MANUFACTURING BUILDING WITH PACKAGING-  
OBTAINED ENTITLEMENT READY FOR PERMIT  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; PUBLIC STORAGE,  
SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED  
SELF-STORAGE BUILDING-BUILT  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; PUBLIC STORAGE-  
DIXIE HWY- DESIGN AND ENTITLEMENTS FOR NEW 3  
STORY AIR CONDITIONED SELF-STORAGE BUILDING.  
UNDER CONSTRUCTION  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; LANDMARK  
DEVELOPERS-4 STORY, 37 LIVING UNIT APARTMENT  
NE 19TH AVE. DESIGN AND ENTITLEMENTS  
POMPANO BEACH, FL*

*ASSISTANT PROJECT DESIGNER; CITY OF TAMARAC,  
ASSISTED LIVING FACILITY  
TAMARAC, FL*

*ASSISTANT PROJECT DESIGNER; CITY OF TAMARAC,  
WATER TREATMENT PLANT  
TAMARAC, FL*



# MARCO URREA

PROJECT CONSTRUCTION ADMIN


## SKILLS


**Experience**  
24 years

### Education

Bachelor of Architecture;  
Universidad del Valle's,  
Cali, Columbia

 954.794.0300

 murrea@galloherbert.com

 galloherbert.com

## ● MY PROFILE

Marco is a Project Designer at Gallo Herbert Architects and brings 24 years of experience to the firm. He is responsible for the coordination and production of a broad range of projects including residential, multi-family, retail, food service, healthcare and office buildings.

Before working at Gallo Herbert Architects in 2002, Marco gained experience working in Colombia and San Salvador. After earning a Bachelor of Architecture degree from Universidad del Valle's College of Architecture in Cali, Colombia, he worked at Jaime Gutierrez Arquitects and Jamie Cardenas Arquitects. He received a first place award for originality in Architecture for the State Civic Center and also received awards and honorable mentions in a National Architectural Contest for other projects. Marco also worked as the Design Department Director at Promotora Cafetera De Construcciones-Procon, LTDA in the 1990s and later as an independent architect contractor before moving to the United States.

## ● SPECIALIZED EXPERIENCE

*PROJECT CONSTRUCTION ADMIN; COLD FISH RESTAURANT 1750 N FEDERAL HWY - COMMERCIAL RENOVATION-UNDER CONSTRUCTION*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; SGM*

*SOUTHERN GROUTS AND MORTARS- NEW METAL BUILDING STORAGE WAREHOUSE- IN PERMITTING*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; POMPANO*

*AVIATION, MULTIPLE NEW HANGAR BUILDINGS-BUILT*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; AMERICAN*

*FLYERS-, NEW TRAINING FACILITY AT POMPANO AIRPARK-BUILT*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; PUBLIC STORAGE,*

*SAMPLE ROAD. NEW 3 STORY AIR CONDITIONED*

*SELF-STORAGE BUILDING-BUILT*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; PUBLIC STORAGE-*

*DIXIE HWY- DESIGN AND ENTITLEMENTS FOR NEW 3*

*STORY AIR CONDITIONED SELF-STORAGE BUILDING.*

*UNDER CONSTRUCTION*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; LANDMARK*

*DEVELOPERS-4 STORY, 37 LIVING UNIT APARTMENT*

*NE 19TH AVE. DESIGN AND ENTITLEMENTS*

*POMPANO BEACH, FL*

*PROJECT CONSTRUCTION ADMIN; CITY OF*

*TAMARAC, ASSISTED LIVING FACILITY*

*TAMARAC, FL*

*PROJECT CONSTRUCTION ADMIN; CITY OF*

*TAMARAC, WATER TREATMENT PLANT*

*TAMARAC, FL*



# ANGELICA BUENO

CADD PRODUCTION


## SKILLS


**Experience**  
25 years

### Education

Bachelor of Architecture &  
Urban Design, 1985  
Ricardo Palma Private University  
Lima, Peru

 954.794.0300

 [abueno@galloherbert.com](mailto:abueno@galloherbert.com)

 [galloherbert.com](http://galloherbert.com)

## ● MY PROFILE

Over twenty-five (25) years of responsible experience in architectural design, construction documents administration, project management, urban planning and economic development of communities, including service in both the private and public sectors, incorporating sustainable/environmental strategies and implementing policies and procedures; utilizing funds through Capital Improvements Projects (CIP), Grants and Community Redevelopment Areas (CRA) programs. The range of projects includes commercial, educational, industrial, institutional, residential, and landscape to be developed and implemented from the planning and design phase to complete construction CO, as well as retrofit city facilities. Duties include but not limit to direct and coordinate with consultants, governmental agencies, city officials, city staff, and residents to address all aspects of project implementation; from feasibility and design, project budget, City Commission approvals, procurement, permitting, construction, reporting process, and project completion.

## ● SPECIALIZED EXPERIENCE

**MIAMI-DADE POLICE DEPARTMENT AT MIAMI INT.  
AIRPORT ADMINISTRATION OFFICE**

*MIAMI, FL*

**FAÇADE RENOVATION OF THE CIVIC CENTER**

*MIRAMAR, FL*

**DESIGN REVIEW OF THE HEAD QUARTERS FOR THE  
CITY OF MIRAMAR POLICE DEPARTMENT**

*MIRAMAR, FL*

**MANAGED THE RENOVATIONS AT ALL BUILDINGS  
(MORE THAN 60) FOR THE CITY OF MIRAMAR**

*MIRAMAR, FL*

**MOLD REMEDIATION PROJECT OF THE FIRE  
DEPARTMENT HEAD QUARTERS, CITY OF MIRAMAR**

*MIRAMAR, FL*

**DESIGN AND CONSTRUCTION ADMINISTRATION AS A  
CITY REP TO COORDINATE WITH THE ARCHITECT OF  
RECORD FOR A 7,600 SF COMMUNITY CENTER, LEED  
CERTIFIED BUILDING AT THE VIZCAYA PARK**

*MIRAMAR, FL*



# Sub-Consultants Resumes

.....





# GEORGE SAN JUAN

P.E., LEED AP  
PRESIDENT

## SKILLS

### Experience


49 years


### Licenses

Professional Engineer  
Licenses held in 6 States  
LEED Accredited  
Professional 2006

### Education

Bachelor of Science in Electrical  
Engineering, 1988 from Florida  
Atlantic University,  
Associate of Arts in Business  
Administration from  
Florida Atlantic University, 1983

 954.527.1112

 gsanjuan@deltag.net

 deltag.net

## ● MY PROFILE

George SanJuan created Delta G Consulting Engineers Inc. in 1992. Mr. SanJuan has led the growth of the firm to twenty-one engineers and staff since October 1992. George SanJuan is the founder of Delta G Consulting Engineers. He is an Electrical Professional Engineer with over twenty-nine years experience as an electrical designer, project manager and Principal-in-charge.



## ● SPECIALIZED EXPERIENCE

### OVER 40 ELEMENTARY AND HIGH SCHOOLS

*BROWARD COUNTY, FL*

### OVER 20 BROWARD COUNTY PARKS/RECREATIONAL

*BROWARD COUNTY, FL*

### AISHEL HOUSE, 5 STORY ALF/MC FACILITY, 110,000 SF

*LAUDERHILL, FL*

### DANIA BEACH LIBRARY, CITY OF DANIA BEACH, LEED SILVER CERTIFIED

*DANIA BEACH, FL*

### POMPANO BEACH TRANSIT CENTER BUS CANOPY,

*POMPANO BEACH, FL*

### BROWARD PERFORMING ARTS, PROGRAM AND BUILDING EXPANSION STUDIES

*FORT LAUDERDALE, FL*

### BROWARD COUNTY EDGAR MILLS MULTIPURPOSE CENTER, DESIGN-BUILD CRITERIA GUIDELINES AND SPECIFICATIONS

*BROWARD COUNTY*

### WESTON CITY HALL

*WESTON, FL*

### SUNRISE PUBLIC WORKS FACILITY

*SUNRISE, FL*

### NUMEROUS POLICE STATIONS IN

*BROWARD COUNTY, FLORIDA*

### OVER 26 FIRE STATIONS

*BROWARD COUNTY, FLORIDA*

### FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, CONTINUING SERVICE CONTRACT

*FORT LAUDERDALE, FLORIDA*



# STEPHEN BENDER

P.E., LEED AP  
MECHANICAL ENGINEER

## SKILLS

### Experience

29 years


### Licenses

Professional Engineer  
Licenses held in 2 States

### Education

Bachelor of Science in  
Mechanical Engineering  
Rutgers University 1989

 954.527.1112

 sbender@deltag.net

 deltag.net

## ● MY PROFILE

Stephen Bender joined Delta G Consulting Engineers, Inc. in 2004 as a Mechanical Engineer. He has over 29 years of design experience in the Mechanical Engineering industry, including 9 years as a Project Manager for Delta G Consulting Engineers Inc.



DELTA G CONSULTING ENGINEERS, INC.

## ● SPECIALIZED EXPERIENCE

### MUNICIPAL CLIENTS

- BROWARD COUNTY
- CITY OF SUNRISE
- CITY OF POMPANO BEACH
- CITY OF FORT LAUDERDALE
- FORT LAUDERDALE AIRPORT
- CITY OF MIRAMAR
- SCHOOL BOARD OF BROWARD COUNTY

### PARKS

- CENTRAL BROWARD RECREATIONAL PARK
- MARKHAM PARK MAINTENANCE BUILDING
- TRADEWINDS PARK ADMIN. BUILDING
- POMPANO PARK PHASE III
- NORTH BROWARD PARK
- PORT EVERGLADES, FORT LAUDERDALE FL




# CRAIG BOZEMAN


ELECTRICAL ENGINEER

## SKILLS

**Experience**  
36 years

**Education**  
Associate Degree in Electrical  
Engineering, 1982

 954.527.1112

 cbozeman@deltag.net

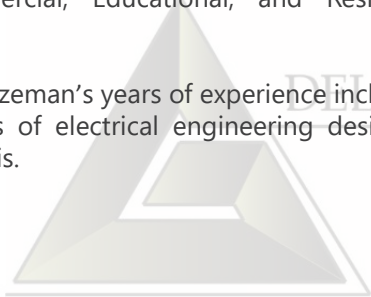
 deltag.net

## ● MY PROFILE

Craig Bozeman is an Electrical Engineer with thirty-six years of experience as an Electrical designer and project manager. He is responsible for total management of all aspects of projects to ensure they are completed on time and at the highest level of quality.

Mr. Bozeman has designed Electrical systems for various buildings, such as Office/Commercial, Educational, and Residential/Hotel.

Mr. Bozeman's years of experience includes all phases of electrical engineering design and analysis.



## ● SPECIALIZED EXPERIENCE

### SUNRISE PUBLIC WORK

*SUNRISE, FL*

POMPANO BEACH TRANSIT CENTER BUS CANOPY

*POMPANO BEACH, FL*

POMPANO BEACH STREET LIGHTING

*POMPANO BEACH, FL*

THE COVE IN DEERFIELD BEACH

*DEERFIELD BEACH, FL*

BROWARD COUNTY EDGAR MILLS MULTIPURPOSE CENTER, DESIGN-BUILD CRITERIA

*BROWARD COUNTY, FL*

AMERICAN ACCESS CARE

*BROWARD COUNTY, FLORIDA*

OVER 40 ELEMENTARY AND HIGH SCHOOLS

*BROWARD COUNTY, FL*

BSO MAIN JAIL SWITCHGEAR

*FORT LAUDERDALE, FL*

TOWN OF DAVIE GUN RANGE

*DAVIE, FL*

SUNNYLAND HOUSING DEVELOPMENT (LEED CERTIFIED)

*CITY OF SUNRISE, FL*



# RICARDO TORRES

PLUMBING DESIGNER

## SKILLS

**Experience**  
30 years

**Education**  
School of Architecture,  
Rafael Landivar University,  
Guatemala

954.527.1112  
 rtorres@deltag.net  
 deltag.net

### ● MY PROFILE

Ricardo Torres joined Delta G Consulting Engineers, Inc. in 2013 as a Plumbing Designer. He has over 30 years of design experience in the Plumbing Engineering industry and analysis.



### ● SPECIALIZED EXPERIENCE

#### *MUNICIPAL CLIENTS*

SCHOOL BOARD OF DADE COUNTY AND BROWARD COUNTY  
CITY OF MIRAMAR  
PALM BEACH COUNTY  
TERMINAL 3 BATHROOM AND CASH ROOM REMODELS  
TERMINAL 3 ESCALATORS LIGHTING  
TERMINAL 3 CONCOURSE E FINISH UPGRADES  
FIREHOUSES

#### *PARKS*

CITY OF LAUDERHILL WESTWIND PARK IMPROVEMENTS  
BUNCHE PARK AND GYM  
BUCCANNER POOL AND PARK  
CENTRAL BROWARD RECREATIONAL PARK  
WEST REGIONAL SPORTS PARK  
MARKHAM PARK MAINTENANCE BUILDING  
TRADEWINDS PARK ADMIN. BUILDING  
POMPANO PARK PHASE III  
NORTH BROWARD PARK  
AVENTURA PARK  
WINDMILL PAR



# MURRAY BRYNTESEN P.E.

PRINCIPAL/STRUCTURAL ENGINEER

## SKILLS

### Experience

36 years

### Licenses


State of Florida Professional Engineer #PE0037162

### Education

Bachelor of Science, Civil Engineering  
University of Idaho, 1981

Master of Business Administration  
University of Miami, 1988

 954.568.1111

 murrayb@bryntesen.com

 bryntesen.com

## ● MY PROFILE

Thirty-seven 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.

## ● SPECIALIZED EXPERIENCE

**BROWARD COUNTY BUILDING DEPARTMENT,  
CONSTRUCTION MANAGEMENT DIVISION**

*FORT LAUDERDALE, FL*

**FORT LAUDERDALE HOUSING AUTHORITY**

*FORT LAUDERDALE, FL*

**BROWARD COUNTY HOUSING AUTHORITY**

*FORT LAUDERDALE, FL*

**BROWARD COUNTY 64TH STREET WAREHOUSE**

*FORT LAUDERDALE, FLORIDA*

**VILLAGE OF SEA RANCH LAKES, FLORIDA**

*FORT LAUDERDALE, FL*

**CITY OF LAUDERDALE BY THE SEA, FLORIDA**

*FORT LAUDERDALE, FL*





# LUKE MCGREGOR

SEINOR PROJECT MANAGER

## SKILLS


**Experience**  
3 years


### Education

Bachelor of Science, Mechanical  
Engineering,  
SUNY, New York, 1988

Master of Science Engineering,  
Purdue University, 1989

 954.568.1111

 lukem@bryntesen.com

 bryntesen.com

## ● MY PROFILE

Thirty (30) 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.

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

## ● SPECIALIZED EXPERIENCE

**AZALEA PARK, SEVEN PEDESTRIAN BRIDGE**

*FORT LAUDERDALE, FL*

**MIAMI METRO ZOO, SIX TIKI ANIMAL SHELTERS**

*MIAMI, FLORIDA*

**CITY OF LAUDERDALE-BY-THE-SEA, PARK PORTALS, SHELTERS, RESTROOM FACILITIES**

*LAUDERDALE BY THE SEA, FLORIDA*

**UNIVERSAL STUDIOS, EIGHT TIKI HUTS IN VARIOUS SIZES**

*ORLANDO, FLORIDA*

**DISNEY WORLD ANIMAL KINGDOM, VARIETY OF SHADE STRUCTURES**

*ORLANDO, FLORIDA*

**CENTURY VILLAGES, FOUR RACQUETBALL COURTS**

*PEMBROKE PINES, FLORIDA*

**LAGO MAR RESORT, THREE PEDESTRIAN BRIDGES**

*FORT LAUDERDALE, FLORIDA*

**BOCA RATON HIGH SCHOOL, BLEACHERS AND POOL FACILITIES**

*BOCA RATON, FLORIDA*

**BRYNTESEN**  
STRUCTURAL ENGINEERS



# ALEX LAZOWICK

P.E., PMP

## PRESIDENT

### SKILLS

#### Experience

11 years

#### Licenses

Professional Engineer, State of Florida, #78625

#### Education

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

 954.788.3400

 alazowick@keithteam.com

 keithteam.com

### ● MY PROFILE

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.

### ● SPECIALIZED EXPERIENCE

#### POMPANO BEACH DESIGN/BUILD PIER BEACH PARKING GARAGE

*POMPANO BEACH, FL*

#### POMPANO BEACH FIRE STATION NO. 24 DESIGN/BUILD

*POMPANO BEACH, FL*

#### CHARLOTTE BURRIE CIVIC CENTER

*POMPANO BEACH, FL*

#### SE 8TH COURT BRIDGE REPLACEMENT

*POMPANO BEACH, FL*

#### BCWWS WATER AND WASTE WATER SERVICES

CONTINUING CONTRACT

*BROWARD COUNTY, FL*

#### KOI RESIDENCES AND MARINA

*POMPANO BEACH, FL*

#### CITY OF PARKLAND MISCELLANEOUS ENGINEERING, PLANNING & SURVEY SERVICES CONTRACT

*PARKLAND, FL*

#### CITY OF DEERFIELD BEACH GENERAL ENGINEERING SERVICES

*DEERFIELD BEACH, FL*

#### CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

*TOWN OF SOUTHWEST RANCHES, FL*

#### PORT EVERGLADES A/E SERVICES

*FORT LAUDERDALE, FL*

#### BROWARD COUNTY WATER RECLAIMED WATER PLANT EXPANSION

*BROWARD COUNTY, FL*

#### FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL) SOUTH RUNWAY 10R/28L EXPANSION

LEAD DESIGN TEAM

*FORT LAUDERDALE, FL*





# STEPHEN WILLIAMS, SR. P.E., PMP

CIVIL ENGINEER

## SKILLS

### Experience

48 years


### Licenses


State of Florida Professional  
Engineer, #32090

### Education

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

 954.788.3400

 swilliams@keithteam.com

 keithteam.com

## ● MY PROFILE

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.

## ● SPECIALIZED EXPERIENCE

### CITY OF POMPANO BEACH MISCELLANEOUS CIVIL ENGINEERING SERVICES

*POMPANO BEACH, FL*

### CHARLOTTE BURRIE CIVIC CENTER

*POMPANO BEACH, FL*

### POMPANO BEACH DESIGN/BUILD PIER BEACH PARKING GARAGE

*POMPANO BEACH, FL*

### POMPANO BEACH FIRE STATION NO. 24 DESIGN/ BUILD

*POMPANO BEACH, FL*

### 10TH STREET GENERAL CONSULTING

*DEERFIELD BEACH, FL*

### CITY OF PARKLAND MISCELLANEOUS ENGINEERING, PLANNING & SURVEY SERVICES CONTRACT

*PARKLAND, FL*

### CITY OF OAKLAND PARK, COMMUNITY REDEVELOPMENT AREA (CRA)

*OAKLAND PARK, FL*

### BERMUDA RIVIERA WATER MAIN IMPROVEMENTS, FORT LAUDERDALE, FL

### CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

*TOWN OF SOUTHWEST RANCHES, FL*

### MARGATE CRA GENERAL ENGINEERING CONSULTING SERVICES

*MARGATE, FL*

### CITY OF FORT LAUDERDALE NE/NW 6 STREET (SISTRUNK BOULEVARD)

*FORT LAUDERDALE, FL*



# MICHAEL MOSSY PSM

SENIOR SURVYOR & MAPPING

## SKILLS

### Experience

40 years

### Licenses

State of Florida Professional  
Surveyor & Mapper #5660

### Education

Maryville College, Maryville,  
Tennessee



954.788.3400



mmossy@keithteam.com



keithteam.com

## ● MY PROFILE

Mr. Mossey has over 40 years of experience in land surveying and mapping in South Florida. He has extensive senior project management experience for large-scale projects and continuing service, on-call type contracts for both public and private sector clients. He is a highly talented Quality Surveyor with a successful track record in budget estimation, valuation of items and completing projects on time. Mr. Mossey's experience includes a wide range of projects incorporating GIS deliverables for various agencies including Broward County, the Federal Aviation Administration (FAA) and municipalities.

## ● SPECIALIZED EXPERIENCE

### POMPANO BEACH BOULEVARD STREETScape

*POMPANO BEACH, FL*

### POMPANO BEACH OCEANSIDE FIRE STATION #11

*POMPANO BEACH, FL*

### POMPANO BEACH FIRE STATION #103

*POMPANO BEACH, FL*

### POMPANO BEACH GIS MAPPING SERVICES PILOT PROJECT

*POMPANO BEACH, FL*

### S.R. 811/ DIXIE HIGHWAY, POMPANO BEACH C.R.A

*POMPANO BEACH, FL*

### A-1-A / S.R. 814 ATLANTIC BOULEVARD

*POMPANO BEACH, FL*

### DESIGN/BUILD PIER PARKING GARAGE

*POMPANO BEACH, FL*

### BROWARD COUNTY PARKS AND RECREATION DEPARTMENT GENERAL SURVEYING CONSULTANT SERVICES CONTRACT

*BROWARD COUNTY, FL*

### CITY OF DEERFIELD BEACH AND CRA

MISCELLANEOUS SURVEYING AND MAPPING

*DEERFIELD BEACH, FL*

### CITY OF FORT LAUDERDALE GENERAL SERVICES

*FORT LAUDERDALE, FL*




# MARK MITCHELL


DIRECTOR OF SUBSURFACE  
UTILITY ENGINEERING

## SKILLS

**Experience**  
20 years

 954.788.3400

 mmitchell@keithteam.com

 keithteam.com

## ● MY PROFILE

As Director of Subsurface Utility Engineering for KEITH's SUE/subsurface utility engineering division, Mr. Mitchell is responsible for the oversight of the day to day operations of all subsurface utility engineering projects. Mr. Mitchell's role allows him to review and determine if additional utility investigation is needed for assigned projects in South Florida. He completed projects from beginning phases to final delivery; which included preparing and submitting fee proposals, coordinating with clients. Mr. Mitchell performs quality control and finalizes the delivery while keeping clients informed on a daily basis. His experience also includes creating DTM's, Topo's, Tin Models, PNC's and Test Hole summary spread sheets. Mr. Mitchell provides a liaison between designers, utility agencies and owners on behalf of clients to provide utility coordination services, providing documentation, inter-coordination and maintenance of files of all activities for each utility agency.

## ● SPECIALIZED EXPERIENCE

**CITY OF POMPANO BEACH CRA MISCELLANEOUS  
ENGINEERING AND SURVEYING SERVICES**

*POMPANO BEACH, FL*

**FIRE STATION #11**

*POMPANO BEACH, FL*

**FIRE STATIONS #24 AND #61**

*POMPANO BEACH, FL*

**CITY OF DEERFIELD BEACH MISCELLANEOUS  
ENGINEERING, PLANNING AND SURVEYING SERVICES**

*DEERFIELD BEACH, FL*

**SR A1A CONVERSION**

*POMPANO BEACH, FL*

**MARTIN LUTHER KING JR. BOULEVARD**

*POMPANO BEACH, FL*

**BRINY AVENUE STREETScape IMPROVEMENTS,  
POMPANO BEACH, FL**

**FDOT DISTRICT 4 DIXIE HIGHWAY FLYOVER DESIGN-  
BUILD**

*BROWARD COUNTY, FL*

**JOHN KNOX VILLAGE HEALTH CENTER**

*POMPANO BEACH, FL*



# PAUL WEINBERG

PLA, ASLA

## LANDSCAPE ARCHITECT

### SKILLS

#### Experience

18 years


#### Licenses


Registered Landscape Architect  
State of Florida, #LA6666804

#### Education

B.S. Landscape Architecture,  
Michigan State University

 954.788.3400

 pweinberg@keithteam.com

 keithteam.com

### ● MY PROFILE

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.

### ● SPECIALIZED EXPERIENCE

#### PARKLAND ROUNDABOUT CONCEPTUAL DESIGN

*PARKLAND, FL*

#### PLANTATION FIRE STATION NO. 1

*PLANTATION, FL*

#### POMPANO BEACH CRA DISTRICT IMPROVEMENTS

*POMPANO BEACH, FL*

#### ATLANTIC BOULEVARD STREETScape IMPROVEMENTS

*MARGATE, FL*

#### FORT LAUDERDALE RIVERWALK CORRIDOR STUDY

*FORT LAUDERDALE, FL*

#### ISLE CASINO

*POMPANO BEACH, FL*

#### JOHN KNOX VILLAGE

*POMPANO BEACH, FL*

#### HALLANDALE FIRE STATION NO. 7 AND EOC HEADQUARTERS

*HALLANDALE BEACH, FL*

#### CITY OF FORT LAUDERDALE TUNNEL TOP PARK

*FORT LAUDERDALE, FL*

#### CITY OF FORT LAUDERDALE CEMETERY MASTER PLAN

*FORT LAUDERDALE, FL*



# Tab 09

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## Office Locations

**PRIME****Gallo Herbert Architects**

1311 West Newport Center Drive, Suite A  
Deerfield Beach, FL 33442  
P.954-794.0300  
galloherbert.com

**SUB CONSULTANTS****Delta G Consulting Engineers - MEP Engineer**

707 N.E. 3rd Avenue, Suite 200  
Fort Lauderdale, FL 33304  
P.954.527.1112  
deltag.net

**Keith & Associates - Civil Engineer, Landscape Architect, Survey & Mapping**

301 E. Atlantic Blvd  
Pompano Beach, FL 33060  
P.788.3400  
keithteam.com

**Bryntesen Structural Engineers - Structural Engineer**

3045 N. Federal Highway  
Building #80  
Fort Lauderdale, FL 33306  
P.954.569.1411  
bryntesen.com





# Tab 10

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## Local Businesses

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number E-24-20

TO: Gallo Herbert  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual  a corporation  
 a partnership  a joint venture

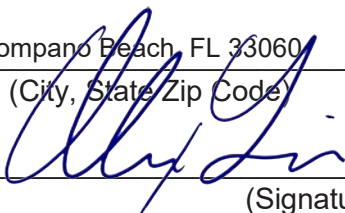
The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

civil engineering, lanscape, surveying, SUE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: TBD

7/28/2020 Keith and Associates, Inc., dba KEITH  
(Date) (Print Name of Local Business Contractor)

301 E. Atlantic Boulevard  
(Street Address)

Pompano Beach, FL 33060  
(City, State Zip Code)  
BY:   
(Signature)

**IMPORTANT NOTE:** Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"



REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY 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 Continging Contract for Architectural Services

Prime Contractor's Name: Gallo Architects & Development Consultants Inc. / D.B.A Gallo Herbert Architects

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount
Keith & Associates	Dodie Keith, CEO 954.788.3400	Civil Engineer, Landscape Architecture, Surveying & Mapping	15-30% TBD

LOCAL BUSINESS EXHIBIT "A"

N/A

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(s) 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 # E-24-20 Contiuing Contract for Architectural Services

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

Civil Engineer, Landscape Architecture, Surveying & Mapping  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Sent information via e-mail.  
\_\_\_\_\_  
\_\_\_\_\_

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 ?

Networking through professional organizations.  
\_\_\_\_\_

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

Keith & Associates	\$ 15-30% TBD
_____	\$ _____
_____	\$ _____

8. Other comments: There could be a need for speciality consultants which we would source locally.  
\_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2



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LOCAL BUSINESS EXHIBIT "D"



# Tab 11

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## Litigation



**GALLO HERBERT ARCHITECTS DOES NOT HAVE ANY LITIGATION WITHIN THE LAST 5 YEARS.**



# Tab 12

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## City Forms

**GALLO HERBERT ARCHITECTS LICENSES**

**State of Florida  
Department of State**


I certify from the records of this office that GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 1, 1995, effective May 1, 1995.

The document number of this corporation is P95000035060.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 29, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Twenty ninth day of January, 2013*




*Ken Dietzner*  
**Secretary of State**

Authentication ID: CC5567106046

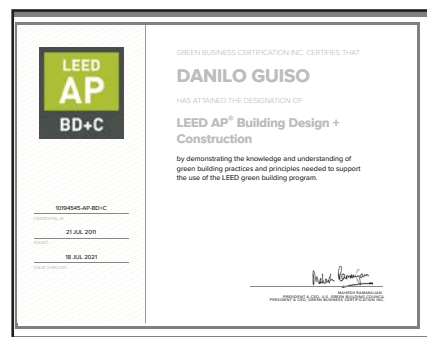
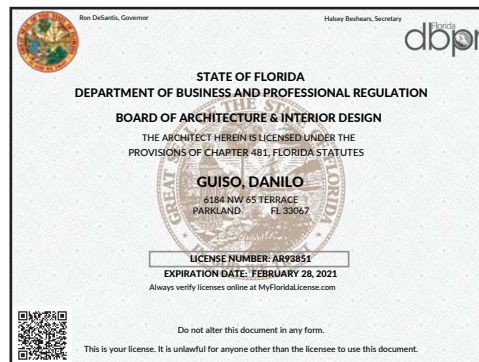
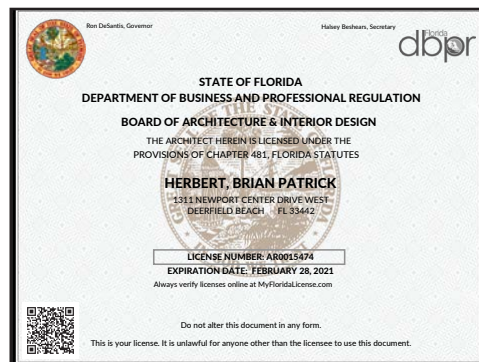
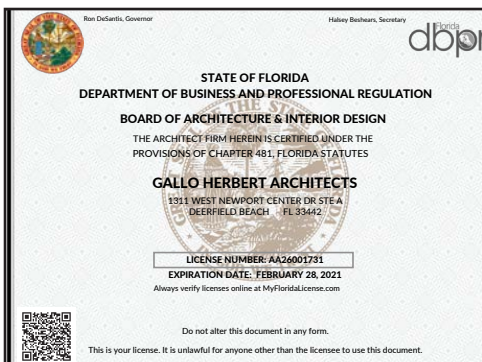
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

<p><b>Business Tax Office</b> 150 NE 2<sup>nd</sup> Ave. Deerfield Beach, FL 33441 Phone: (954)480-4333 E-mail: web.btr@deerfield-beach.com</p>	 <p>Deerfield Beach Florida</p>	<p><b>Business Tax Receipt</b> 2019-2020 <b>License Number: 20-00015978</b> <b>Date Issued: 8/13/2019</b> <b>Expires: 9/30/2020</b></p>				
<p>GALLO ARCHITECTS &amp; DEV.CON.S.IN 1311 W NEWPORT CENTER DR A  DEERFIELD BEACH FL 33442</p>	<p><b>Classification:</b> ARCHITECTURAL SERVICES <b>Business Location:</b> 1311 W NEWPORT CENTER DR A <b>Service(s):</b> ARCHITECT OFFICE: 1 ARCHTECT <b>Control Number:</b> 0118391</p>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Tax Amount: \$ 58.80</td> <td style="width: 25%;">Add. Fees: \$ 184.80</td> <td style="width: 25%;">Penalty: \$ 0.00</td> <td style="width: 25%;">Total Amount Paid: \$243.60</td> </tr> </table>			Tax Amount: \$ 58.80	Add. Fees: \$ 184.80	Penalty: \$ 0.00	Total Amount Paid: \$243.60
Tax Amount: \$ 58.80	Add. Fees: \$ 184.80	Penalty: \$ 0.00	Total Amount Paid: \$243.60			
<p><b>Notice:</b> This Tax Receipt becomes <b>NULL</b> and <b>VOID</b> if ownership, business name, or address changed. Business owner <b>must</b> apply to Business Tax Office for Transfer.</p>						



# GALLO HERBERT ARCHITECTS LICENSES



GHA INSURANCE



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/16/2020

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Bateman, Gordon & Sands, Inc. 3050 North Federal Hwy Lighthouse Point FL 33064	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 954-941-0900      FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: hwhittingham@BGSAgency.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Mutual Insurance Co.</td> <td>23396</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co Pittsbrgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Mutual Insurance Co.	23396	INSURER B : National Union Fire Ins Co Pittsbrgh PA	19445	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Amerisure Mutual Insurance Co.	23396														
INSURER B : National Union Fire Ins Co Pittsbrgh PA	19445														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Gallo Architects & Development Consultants Inc 1311 W Newport Center Dr, Suite A Deerfield Beach FL 33442	<b>GALAR1</b>														

**COVERAGES**      **CERTIFICATE NUMBER:** 434747294      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP21115880102	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU016392991	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC13847391902	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Liability: Additional Insured-On-Going & Completed Operations-Primary & Non-Contributory, per Form CG7048(1015), as required by written contract.  
 Waiver of Subrogation per Form CG7289(0417), as required by written contract.  
 Workers Compensation: Waiver of Subrogation, as required by written contract, per Form WC000313(0484).  
 Excess Liability: Extends coverage to General Liability, Hired & Non-Owned Automobile Liability, and Workers Compensation(Employers Liability).

ALL COVERAGES SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

<b>CERTIFICATE HOLDER</b>  *GENERAL PROOF OF COVERAGE* IF ORIGINAL IS NEEDED PLEASE CONTACT CLIENT/INSURED ...	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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GHA INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/2020

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

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

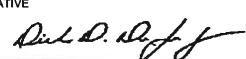
<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		<b>CONTACT NAME:</b> Josette Toussaint <b>PHONE (A/C, No, Ext):</b> (954) 943-5050 <b>FAX (A/C, No):</b> (954) 942-6310 <b>E-MAIL ADDRESS:</b> josette@furmaninsurance.com	
<b>INSURED</b> Gallo Architects & Development Consultants Inc, DBA: Gallo Herbert 1311 W Newport Center Drive Suite A Deerfield Beach FL 33442		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyds of Lodon NAIC # AA-112000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20-21 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Errors & Omissions			10143L190421	05/15/2020	05/15/2021	Each Aggregate \$3,000,000 Each Occurrence \$3,000,000

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

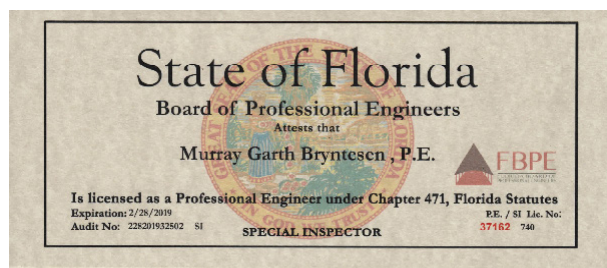
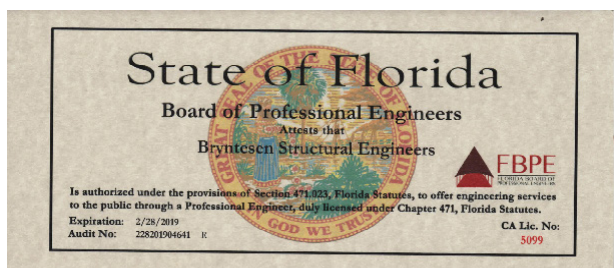
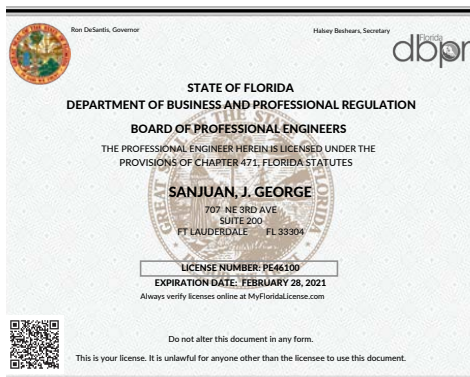
<b>CERTIFICATE HOLDER</b>  Proof of Insurance Purposes Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### SUB CONSULTANTS LICENSES



### SUB CONSULTANTS LICENSES

Ron DeSantis, Governor  
Halley BeShears, Secretary

**STATE OF FLORIDA**  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

**BOARD OF PROFESSIONAL ENGINEERS**  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**LAZOWICK, ALEXANDER SCOTT**  
301 EAST ATLANTIC BLVD  
POMPANO BEACH, FL 33060

**LICENSE NUMBER: PE78625**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WILLIAMS, STEPHEN DONALD**  
2365 NE 7TH PLACE  
FT. LAUDERDALE, FL 333043545

**LICENSE NUMBER: PE32090**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Parkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

January 19, 2019

MICHAEL MARK MOSSEY  
11311 NW 37 ST.  
SUNRISE, FL 33323

Order Here  
Florida Department of Agriculture and Consumer Services  
Board of Professional Surveyors and Mappers  
136660  
Professional Surveyor and Mapper  
MICHAEL MARK MOSSEY  
IS LICENSED under the provisions of Ch. 472 FS  
Expiration date: February 28, 2021

SUBJECT: Professional Surveyor and Mapper License # 136660  
Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.  
The license appears below and is valid through February 28, 2021.  
You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/pom to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.  
If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Ron DeSantis, Governor

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**  
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**KEITH & ASSOCIATES, INC.**  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FL 33060

**LICENSE NUMBER: CA7928**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Parkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

February 1, 2019

**KEITH AND ASSOCIATES INC**  
301 EAST ATLANTIC BLVD  
POMPANO BEACH, FL 33060-6643

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6860  
Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.  
The license appears below and is valid through February 28, 2021.  
You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/pom to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.  
If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

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

License No: **LB6860**  
Expiration Date: February 28, 2021

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

**KEITH AND ASSOCIATES INC**  
301 EAST ATLANTIC BLVD  
POMPANO BEACH, FL 33060-6643

*Nicole Fried*  
NICOLE "NIKE" FRIED  
COMMISSIONER OF AGRICULTURE

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

Ron DeSantis, Governor  
Halley BeShears, Secretary

**STATE OF FLORIDA**  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

**BOARD OF LANDSCAPE ARCHITECTURE**  
THE LANDSCAPE ARCHITECT BUSINESS HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**KEITH AND ASSOCIATES, INC.**  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FL 33060

**LICENSE NUMBER: LC26000457**  
**EXPIRATION DATE: NOVEMBER 30, 2021**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

**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 Contiuing 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) William J. Gallo, AIA, LEED AP Title CEO/Chairman

Company (Legal Registered) Gallo Architects & Development Consultants Inc. / D.B.A Gallo Herbert Architects

Federal Tax Identification Number 65-0582009

Address 1311 West Newport Center Drive, Suite A

City/State/Zip Deerfield Beach, FL 33442

Telephone No. 954-794-0300 Fax No. 954-794-0301

Email Address wgallo@galloherbert.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: Gallo Architects & Development Consultants Inc. / D.B.A Gallo Herbert Architects

Vendor FEIN: 65-0582009


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**

GHA has never had the pleasure of being contracted by The City of Pompano Beach.

	<p><b>City of Pompano Beach, Purchasing Division</b>  <b>1190 N.E. 3rd Avenue, Building C</b>  <b>Pompano Beach, Florida, 33060</b></p>
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**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
  2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
  3. Bid# & or P.O.#: \_\_\_\_\_
  4. Contractor Name: \_\_\_\_\_
  5. City Department: \_\_\_\_\_
  6. Project Manager: \_\_\_\_\_
  7. Scope of Work (Service Deliverables): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



N/A

**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.

Would you select/recommend this contractor again?  Yes  No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

_____	_____	_____
Ratings completed by (print name)	Ratings completed by signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

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**BIDDERS ARE TO COMPLETE FORM AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM**

**EXHIBIT E**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

RLI # E-24-20

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed with your electronic submittal.

Name of Firm	Certificate Included?
Delta G Consulting Engineers	Yes

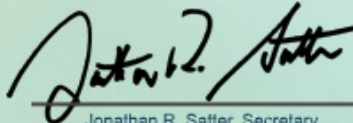
# State of Florida

## Minority Business Certification

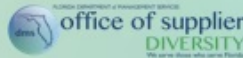
### Delta G Consulting Engineers

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

02/19/2019 to 02/19/2021



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • [www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



**EXHIBIT B**  
**City of Pompano Beach**  
**RLI E-24-20: Continuing Contract for Architectural Services**

**HOURLY BILLING RATES – 2021 SCHEDULE**

Principal	\$ 275.00 per Hour
Licensed Architect	\$ 225.00 per Hour
Project Architect	\$ 200.00 per Hour
Project Manager	\$ 175.00 per Hour
Design Architect	\$ 150.00 per Hour
Interior Designer	\$ 150.00 per Hour
Construction Contract Admin.	\$ 120.00 per Hour
Estimator	\$ 120.00 per Hour
AutoCAD Level I	\$ 115.00 per Hour
AutoCAD Level II	\$ 105.00 per Hour
Graphic Designer	\$ 95.00 per Hour
Administrative Financial	\$ 95.00 per Hour
Administrative Support	\$ 65.00 per Hour



**City of Pompano Beach**  
**RLI E-24-20: Continuing Contract for Architectural Services**  
**2021 EXHIBIT B**

Direct Expenses	Cost per Unit
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 0.60
b) 8.5" x 14" or 11" x 17" or 12" x 18"	\$ 1.00
c) 24" x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11" x 17"	\$ 0.15
b) 24" x 36' Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 3.00
Display Boards	
Mounted (Foam) 30" x 40"	\$40.00
Mounted (Foam) 40" x 60" and larger	\$60.00
3 Ring Binder 1"	\$ 1.00
Binding	\$ 1.50
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 <sup>st</sup> Class	Current US Postal Rate
Mileage: Per IRS Rate as of the date of the contract	\$ 0.56 / Mile

**Any other expenses will be billed at cost plus 15% carrying charge**

## 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)

1/15/2021

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

<b>PRODUCER</b> Bateman, Gordon & Sands, Inc. 3050 North Federal Hwy Lighthouse Point FL 33064	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 954-941-0900 <b>FAX (A/C, No):</b> 954-941-2006 <b>E-MAIL ADDRESS:</b> hwhittingham@BGSAgency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gallo Architects & Development Consultants Inc 1311 W Newport Center Dr, Suite A Deerfield Beach FL 33442	<b>INSURER A :</b> Amerisure Mutual Insurance Co. <b>NAIC #</b> 23396	
	<b>INSURER B :</b> National Union Fire Ins Co Pittsbrgh PA <b>19445</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 351308021

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPP211532100	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU016392991	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC13847391903	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

General Liability: Additional Insured-On-Going & Completed Operations-Primary & Non-Contributory, per Form CG7048(1015), as required by written contract. Waiver of Subrogation per Form CG7289(0417), as required by written contract.  
 Workers Compensation: Waiver of Subrogation, as required by written contract, per Form WC000313(0484).  
 Excess Liability: Extends coverage to General Liability, Scheduled Automobile Liability & Hired & Non-Owned Automobile Liability, and Workers Compensation (Employers Liability).

ALL COVERAGES SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

See Attached...

**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 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY Bateman, Gordon & Sands, Inc.		NAMED INSURED Gallo Architects & Development Consultants Inc 1311 W Newport Center Dr, Suite A Deerfield Beach FL 33442	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Re: RLI E-24-20: Continuing Contract for Architectural Services  
 City of Pompano Beach is additional insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP21153210002	<b>Agency Number</b> 0825368	<b>Policy Effective Date</b> 03/17/2020
<b>Policy Expiration Date</b> 03/17/2021	<b>Date</b> 09/10/2020	<b>Account Number</b> 12054014
<b>Named Insured</b> GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS INC	<b>Agency</b> BATEMAN, GORDON & SANDS, INC.	<b>Issuing Company</b> AMERISURE MUTUAL INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
  - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires “arising out of” language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

**g.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

**(1)** The preparing, approving, or failing to prepare or approve:

- (a)** Maps;
- (b)** Drawings;
- (c)** Opinions;
- (d)** Reports;
- (e)** Surveys;
- (f)** Change orders;
- (g)** Design specifications; and

**(2)** Supervisory, inspection, or engineering services.

**h.** **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a.** Primary;
- b.** Excess;
- c.** Contingent; or
- d.** On any other basis;

but **if** the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

**i.** If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984

- j.** The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

