

*CITY OF POMPANO BEACH,  
FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT**

**with**

**MASTER CONSULTING ENGINEERING, INC.**



**CONTINUING CONTRACT FOR STRUCTURAL  
ENGINEERING SERVICES FOR VARIOUS CITY  
PROJECTS E-26-20**

**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 MASTER CONSULTING ENGINEERS, INC. a Florida corporation, 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-26-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant’s representative shall be Armando A. Castellon

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-26-20, 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 off 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:**

Master Consulting Engineers, Inc.  
5523 West Cypress Blvd  
Suite 200  
Tampa, FL 33607

**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"**

**MASTER CONSULTING ENGINEERS, INC.**


Witnesses:



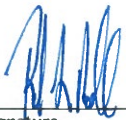
Signature

Hannah Atchison

Name Typed, Printed or Stamped

By: 

Armando A. Castellon, President



Signature

ROBERT L. BELL

Name Type, Printed or Stamped

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 6th day of April, 2020, by Armando A. Castellon as President of MASTER CONSULTING ENGINEERS, INC. a Florida corporation, on behalf of the corporation. They are personally known to me ~~or who has produced~~ \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

  
NOTARY PUBLIC, STATE OF FLORIDA

Micaela J. Oster

(Name of Acknowledger Typed, Printed or Stamped)

GG 294391

Commission Number





Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR LETTERS OF INTEREST  
E-26-20**

**CONTINUING CONTRACT FOR STRUCTURAL  
ENGINEERING SERVICES**

**RLI OPENING: AUGUST 24, 2020 2:00 P.M.  
VIRTUAL ZOOM MEETING**

July 23, 2020

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR LETTERS OF INTEREST  
E-26-20

CONTINUING CONTRACT FOR STRUCTURAL ENGINEERING SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach and the Pompano Beach Community Redevelopment Association (CRA) invite professional firms to submit qualifications and experience for consideration to provide structural engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 24, 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 engineering firms to work on various projects for the City and the CRA. 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
- Bridge repair, reconstruction, or replacement projects
- Miscellaneous building repair, improvement and/or renovation projects
- Roofing repair or replacement projects
- Seawall repair, reconstruction, or replacement projects
- Parks and Recreational Facilities projects
- Emergency power projects
- Special Inspector
- Structural Condition Assessments.

## A. Scope of Services

The City intends to issue multiple contracts to structural engineering firms to provide continuing professional services to the City and the CRA 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, 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 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, 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 **Professional Structural Services (SE)** in the State of Florida, pursuant to Florida State Statute 471, 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 or CRA. 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	
<b>XX 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.

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



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

**NOTE:**

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

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

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

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

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

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

**I. Hold Harmless and Indemnification**

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

**J. Right to Audit**

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

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

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

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

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

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

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

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

5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**L. Communications**

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

**M. No Discrimination**

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

**N. Independent Contractor**

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

**O. Staff Assignment**

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

**P. Contract Terms**

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

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

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

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

**Q. Waiver**

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

**R. Survivorship Rights**

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

**S. Termination**

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

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

**T. Manner of Performance**

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

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

**U. Acceptance Period**

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

**V. Conditions and Provisions**

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

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

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

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

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

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

**W. Standard Provisions**

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

## **PUBLIC RECORDS CUSTODIAN**

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

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

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

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

### **Y. Addenda**

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

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

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



**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.**

***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 ENTIRETY 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): \_\_\_\_\_

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

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

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

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

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



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





LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

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

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

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

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

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

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

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

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

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

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

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"

# Online Questions & Answers

## Event Information

Number: E-26-20  
 Title: Continuing Contracts for Structural Engineering Services  
 Type: Request for Letters of Interest  
 Issue Date: 7/23/2020  
 Question Deadline: 8/17/2020 05:00 PM (ET)  
 Response Deadline: 8/24/2020 02:00 PM (ET)  
 Notes: Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach and the Pompano Beach Community Redevelopment Association (CRA) invite professional firms to submit qualifications and experience for consideration to provide structural engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 24, 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.

## Published Questions

<b>Question</b>	Do you want us to include survey as most work orders will require it?
<b>Answer</b>	Firms may submit specialty subconsultants on the project team form. During the preparation of a Task Order, the City may choose to use a professional firm with an active City contract to perform subconsultant work, proposed by the prime firm.
<b>Asked</b>	7/31/2020 10:21 AM (ET)
<b>Question</b>	Do you want a full team for this pursuit or are you just looking for structural engineering services?
<b>Answer</b>	Firms may submit specialty subconsultants on the project team form. During the preparation of a Task Order, the City may choose to use a professional firm with an active City contract to perform subconsultant work, proposed by the prime firm.
<b>Asked</b>	7/31/2020 09:45 AM (ET)

# MASTER CONSULTING ENGINEERS, INC.



## Structural Qualifications

LOI E-26-20

City of Pompano Beach Continuing  
Contract for Structural Engineering  
Services

4101 Ravenswood Road, Suite 307

Ft. Lauderdale, Florida 33312

(954) 210-7671

Due: August 24, 2020



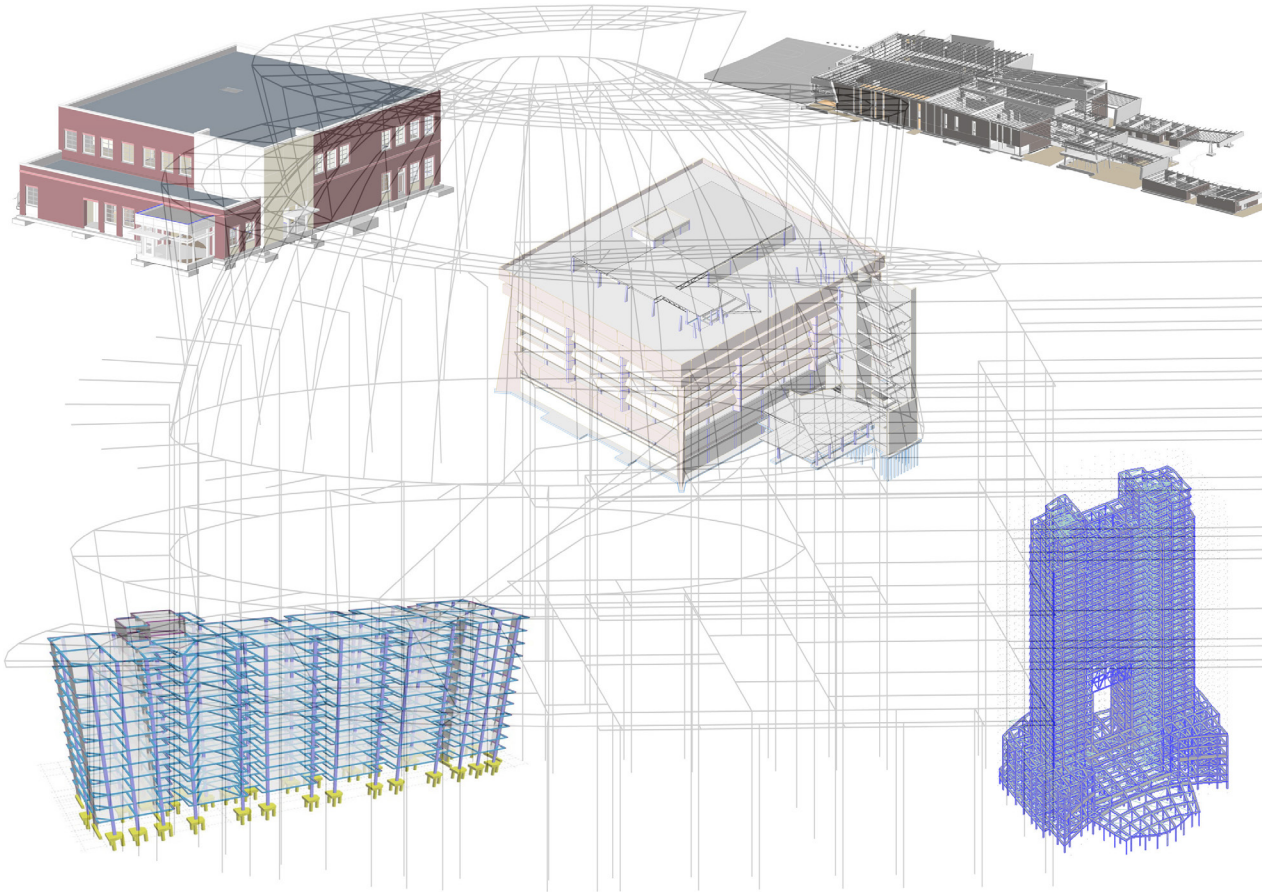
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Title Page



## Title Page



**Project Name** City of Pompano Beach Request for Letter of Intent Continuing Contract for Structural Engineering Services

**Project Number** E-26-20

**Firm** Master Consulting Engineers, Inc.

**Address** 4101 Ravenswood Road, Suite 307, Ft. Lauderdale, Florida 33312

**Telephone** (954) 210-7671

**Contact Person** Armando Castellon, PE

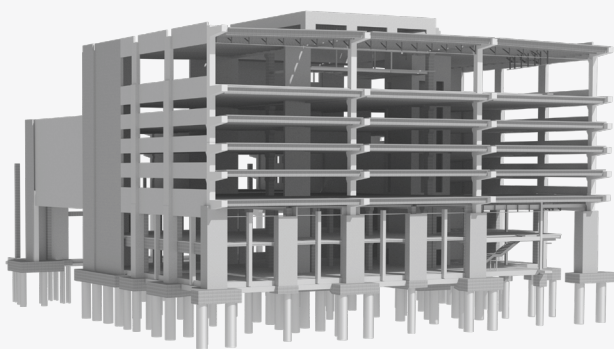
**Date** August 24, 2020

**Category** Structural Engineering

# TAB 2

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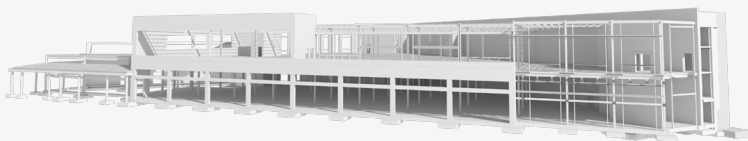
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Letter of Transmittal



## Letter of Transmittal



City of Pompano Beach  
 100 W Atlantic Blvd  
 Pompano Beach, FL 33060

August 24, 2020

RE: E-26-20 | City of Pompano Beach Continuing Contract for Structural Engineering Services (CCNA)

To the Selection Committee Members:

Master Consulting Engineers, Inc. (MCE), a Florida licensed Structural Engineering Corporation, is pleased to submit its qualifications for your review and consideration. MCE understands that the scope of services is unique to each Task Order and might be subject to change. However, MCE understands the City of Pompano Beach projects may require preparing preliminary design reports and/or design alternative recommendations, required bidding/construction documents for projects, bid addenda for contract document revisions, required permit applications and submittal packages, construction engineering/management/administration services for projects; attending pre-bid conferences, and providing project close-out services for Municipal Buildings, Bridges, Seawalls, Roofing, and Parks/Recreational Facilities that construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.

Established in 1999, MCE is a certified WMBE firm with a highly qualified team of 25 employees, including 7 Florida licensed engineers, having more than 150 years of combined proven experience. MCE has successfully provided structural design and consulting, threshold inspections, forensic engineering, wind load analysis, peer and quality assurance reviews, and construction administration for over 400 municipal facilities.

Throughout the process of each project, the MCE team values and emphasizes collaboration, planning, and communication with the municipality and all team members. Each member of the team makes a unique contribution to the success of a project. Their early involvement enhances team integration, brings reality to performance on cost, and ensures the appropriate choice of structural form and materials. MCE has the experience and the ability to interact quickly with other professionals to form the optimum structure that is cost-effective, safe, visually appealing, and is easily maintained. As the structural engineer, each project is an opportunity to create quality, permanence, and lasting benefit to the owners and users.

When selected, the MCE team of structural engineers, designers, and administrative staff will be available upon Notice to Proceed (NTP). Task Work Orders assigned to MCE will be completed with the highest quality of professional engineering services, on time and within budget, to improve the development and infrastructure of each facility assigned.

We are very excited about this opportunity. Thank you for your consideration.

Respectfully Submitted,

Master Consulting Engineers, Inc.  
 Armando Castellon, PE | President/ Senior Principal

## Representation

At all times during the term of the Agreement MCE will maintain in good standing of all required licenses, certifications and permits required under federal, state and local laws necessary to perform services.

Authorized to make Representations:



**Armando Castellon, PE | President**  
 4101 Ravenswood Road, Suite 307  
 Ft. Lauderdale, Florida 33312  
 (954) 210-7671  
 Armando.Castellon@mcengineers.com



**Jim Mehlretter, PE | Vice President**  
 5523 West Cypress Street, Suite 200  
 Tampa, Florida 33607  
 (813) 287-3600  
 Jim.Mehlretter@mcengineers.com



**Robert Bell, PE | Partner**  
 5523 West Cypress Street, Suite 200  
 Tampa, Florida 33607  
 (813) 287-3600  
 Robert.Bell@mcengineers.com

## Certifications

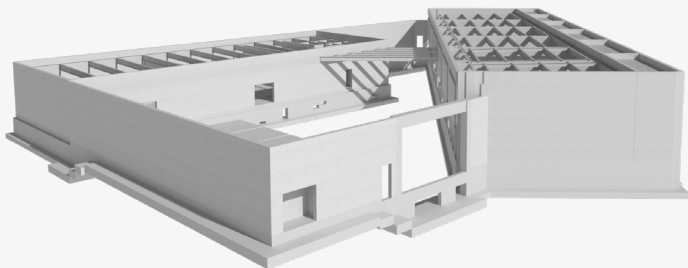
- Women/Minority Business Enterprise (WMBE)
- Small Business Enterprise (SBE)
- Disadvantage Business Enterprise (DBE)
- Certified Business Enterprise (CBE)



# TAB 4

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## Technical Approach





## Technical Approach

### Management Plan

Project management is a complex undertaking, with many stages and processes. The defined approach and its business case will rely on a good understanding of the project process. Quality Management is a quality system conducted throughout MCE's entire project process, which manifests in periodic reviews of routines and products. The ultimate goal of MCE's quality management system is the continual improvement of services and an ever-increasingly higher level of quality. The quality management system is most evident in MCE's request for regular coordination and review meetings between all parties. Utilizing an Integrated Project Delivery method, ensuring all parties involved in the project are equally vested. MCE has a keen understanding of the many challenges that can be encountered in a design environment and places a high emphasis on developing procedures for every project.

The foremost need is to monitor the anticipated level of benefits and make adjustments to deliver optimum results. The leadership team actively identifies and manages risks, issues, changed requirements, quality standards, plus a host of other side issues.

- ① Every project will have a Principal in Charge, a Project Manager (most likely another Principal), a Project Engineer, and a Project Technician (CAD / Revit).
- ② Providing Point of Contacts. An individual email is created where each project team member can view and access eliminating miscommunication.
- ③ All drawings need to be finished at a minimum of two days before the deadline to allow for review and corrections before delivery.
- ④ Deadlines are posted in a calendar for easy access and viewing by everyone in the office.
- ⑤ A week prior to the deadline the project engineer must send an email to the supervisor, project manager, and principal to schedule the review of the project.
- ⑥ Any specific detail for a project must be evaluated by the Supervisor Engineer before presentation to the Principal or Project Manager for review.

MCE's Project Manager is responsible for everything that is required to make the project a success, whether directly or indirectly. It is not like a typical hierarchical line

management role. The Project Manager is at the center of everything relating to the project. Controlling the contributions of seniors and peers is just as important as managing the work of the team. Responsibilities of the Project Manager:

- Ensures that the inverted hierarchy comprising the organization's leadership and the project sponsors are doing all that is required to guarantee the success of the project.
- Functions as the main focal point for liaison with other departments, projects and initiatives within the organization, considering the needs and contributions of other internal groups.
- Represents the main point of contact for aspects requiring co-operation and co-ordination with external parties such as the project's suppliers and contractors, customers, suppliers, regulatory bodies, and other third parties- making sure everything is in place to guarantee success.
- Possesses direct responsibility for the activities of all project participants, all project tasks and all deliverables.

### Interpretation of the Scope

The clarity of the project scope of work can set the tone for the owners' expectations as well as that of the project manager. A clear and comprehensive scope of services provides the basis for minimizing conflicts, enhancing team project management, and creating the understanding and communication necessary for a successful project. Coordination within the firm requires a strong and effective internal line of communication.

MCE understands that the scope of services is unique to each Task Order and might be subject to change. However, MCE also understands projects may include, but are not limited to: structural inspection, condition assessment, evaluation of structural integrity, developing master plans, designing new structures with complete replacement phasing stages. Designing the rehabilitation and strengthening of existing structures using conventional and advanced materials, such as composites and fiber reinforced polymers. Nondestructive testing, under water inspection, nonlinear finite element analysis, and integrity assessment of structural elements. Design of repair/ strengthening techniques and development of construction documents for all types of structures such as, buildings, bridges, seawalls, water and wastewater plant structures.

In most task orders involving Structural Engineering, the process will include:

- Preparation & Completion of the design program for the space requirements and relationships
- Schematic Design (30% stage)
- Design Development (60% stage)
- Draft Contract Document (90% stage)
- Final Contract document (100%)
- Assistance of bids review (if requested)
- Recommendation for contract award (if requested)
- Inspection during construction
- Process of shop drawings and RFIs
- Review/ recommend approval of contractor's invoices
- QA/QC

### Method of Approach

MCE's approach to the management plan is one that has proven successful with most projects. MCE has a keen understanding of the many challenges that can be encountered in a design environment and places a high emphasis on developing approaches for every project. MCE knows the importance of providing quality work that the municipality expects, starting with the delivery of a comprehensive management system and procedure. Our approach is categorized into general phases:

#### ① Information Gathering "Kick- Off Meeting"

Concept, scope, objectives, approach and justification of the project are properly defined, agreed and communicated among all team members. Once the NTP is issued, a site visit and data collection on the project will start to formulate.

MCE will begin with a collaborative meeting involving all of the City/County's representatives and team members to understand the context and influences on the project and to communicate these for review and discussion. Specific lines of communication will be established and all pertinent information will be discussed, such as who will be communicated with on a regular and consistent basis by providing a point of contact from MCE and generating a specific team email for the City/County.

Prior to commencement of work our team will perform a brief site analysis to address any possible program/permitting issues. This task could entail site visits, review of existing utility and property data and/

or aerial photo analysis. Typically, MCE performs a detailed analysis and assessment after completing the Survey task.

#### ② Setting Goals and Realistic Timelines

Management-level planning maps out an overall management plan from which resources, acquisitions and sub-contracts can be identified, costed and put in place. At this stage, many of the detailed management processes will be defined and instigated. Quality requirements and approaches will be defined and agreed during the project start-up. Contingency plans and avoiding action will be defined as appropriate. MCE will have an effective team nurtured through appropriate initiation, training, and communications.

Additionally, MCE recognizes that each task order has unique aspects that may require special QA/QC needs. Prior to beginning any task order MCE will evaluate the task and if necessary modify the QA/QC plan to ensure that all aspects are covered.

MCE's overall goal is to produce cost effective, environmentally conscious, and timely solutions to improve quality by providing the best and most efficient facilities.

#### ③ Budget for Surprises

MCE creates a detailed and accurate forecast of the total anticipated costs. The cost control begins with defining the clients program requirements, analyzing the project budget, and aligning both. MCE takes every aspect of a project into consideration and consults with others who will be involved, and calculates the figures down to the last penny to create a timely budget.

#### ④ Design Reviews "QA/QC"

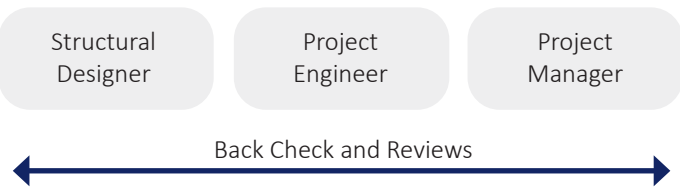
Communication and coordination are essential components of a successful project. Review of our Design Documentation is conducted at each 50, 75, 95, and 100% status point by the Principal in Charge, comparing the existing documentation with the requirements and expectations articulated in our Project Performance Checklist.

All of MCE's submittals will undergo a rigorous QC review by an independent principal before leaving the building. Quality Control is a daily process, where engineering analyses, designs and plans are checked as the work progresses, not at the submittal stage

when it is too late and often too expensive to make changes. This is done by using a 3-step QA/QC process described below:

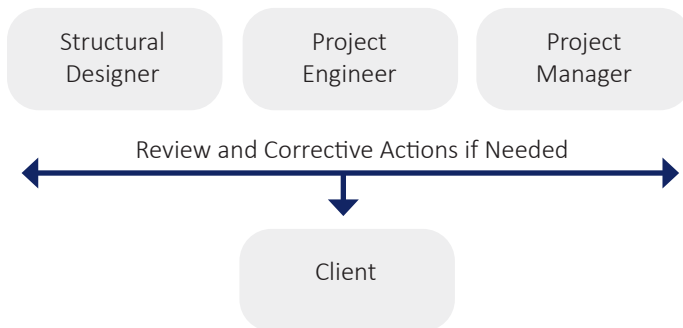
**STEP 1**

**Internal back checking and review as work progresses:**  
 The project engineers are required to back check their own work to verify it is complete and accurate. Once the project engineer is satisfied, the project manager will review the work and sign off on it. This back checking and review are done daily and will ensure that subsequent work is based on accurate analysis and design.



**STEP 2**

**Project Manager review and release to QC team:**  
 At submittals, our project manager will review all documents for completeness. If documents are complete they release the plans for independent review. Otherwise the plans will be sent back to the project engineers for corrective actions.



**STEP 3**

**Internal Quality Control and Constructibility Review:**  
 Each deliverable will be reviewed by MCE’s structural engineering staff before each submission. Everything is done in-house (USA) – nothing is outsourced overseas.



**⑤ Revisit, Review, and Re-Forecast**

MCE takes advantage of repetition in design elements and uses the knowledge of more experienced engineers and maintains a library of typical sections and details which eliminates errors when creating these details from scratch.

The final documents will incorporate all previous comments and information collected during the formal review process. The submittal of the final documents will mark the completion of the design process and initiate the bid and pre-construction process. Generally, the team will provide:

- ▶ Final construction drawings
- ▶ Bid forms/documents and specifications
- ▶ Final cost analysis
- ▶ Final permits

At the end of the project, there will be several activities to transition work, processes and deliverables to line operation. The team also ensures filing and documentation is in good order, leaving behind sufficient detail for the operation of the system, audits concerning the project, and as a baseline for future maintenance and development. Lastly, organized is a Post Implementation Review to measure the success of the project, to see what further improvements can be made, and to learn lessons for the future.

**Innovative Concepts Proposed to Enhance Value, Quality, and to Control Cost and Schedule.**

- MCE’s staff is trained to be very diligent about meeting project schedules and to understand the need for cost-effective, environmentally conscious, timely solutions with practical approaches.
- Thoroughly educated staff with diverse knowledge of state of the art computer applications, including Building Information Modeling (BIM).
- The CEO is involved in each project to ensure that the same expertise and passion is poured into every structure designed.
- The firm is results oriented, places a great deal of importance on client service and is committed to supplying competent practical solutions.

- Emphasis is placed on integrity, team collaboration, careful planning, and frequent communication with all parties involved in the success of a project regardless of size or complexity.
- State of the art equipment and computer software is utilized from the design phase through construction phases of a project to provide clear lines of collaboration and communication among the owner, architect, engineers, and general contractor.
- The latest technology and security capabilities are maintained by purchasing top of the line servers and replacing them frequently.

#### Hardware and Software Capabilities:

MCE is a full-service Engineering Firm. MCE has its servers that host websites, Email, and Secure FTP. Having own Email server and Secure FTP allows the performance to transfer large BIM files to and from clients. The email file size is only limited to the Microsoft Exchange Mail software system limits, meaning MCE can send and receive emails up to 1 Gigabyte.

MCE buys top of the line servers and replaces them regularly to maintain the latest technology and security capabilities. The servers are located in MCE's headquarters with built-in mirrored redundancy servers at the branch offices. Also, MCE has an offsite non-linked backup of all projects to combat against ransomware. MCE's state-of-the-art routers block the IP-addresses of entire countries notorious for spam and ransomware attacks. All servers are maintained daily by MCE's full-time on-site IT staff.

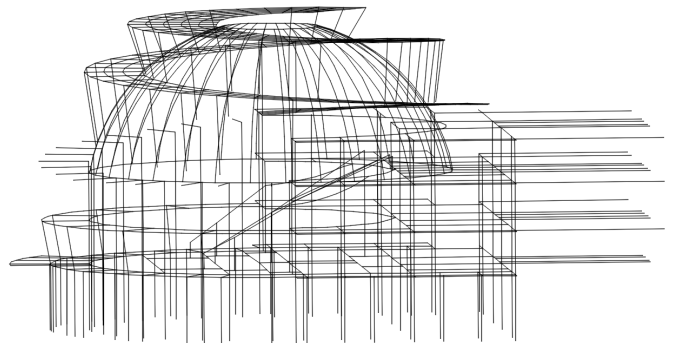
The engineers use the latest engineering technology (BIM) to make designs efficient and effective. Programs include Autodesk AEC Building Design Suite and Autodesk BIM 360 cloud service licensing, allowing MCE to work with clients that have adopted this form of BIM provided by Autodesk.

#### Innovative/Challenging Projects:

Since its founding, MCE has extended services across the United States, while still keeping our Small/Minority Business status. Specializing in structural design, threshold inspections, and forensic engineering, MCE has blazed a trail of high-performance engineering. No project has been too great and no opportunity has been too small to capture creativity towards generating dynamic, sustainable designs. The owners continue to be individually involved in each project, ensuring the same expertise and passion that the firm was founded on is poured into every structure designed.

#### Project Highlight One (1):

The Museum of Science and Industry scope consisted of an 130,000 square feet addition of exhibit space for traveling and permanent exhibits and an Omnimax Theater that is over 104 feet in diameter with seating capacity for 353 people. The Omnimax Theater has a pre-cast dome roof structure constructed 15 feet above the ground on a framed slab that is covered in blue curved stainless steel. The exhibit spaces are four-stories tall and are constructed from reinforced concrete. A pedestrian walkway, on of the project's most challenging aspects, spirals around the sphere to a vantage point at the top.



#### Project Highlight Two (2):

This project, at Orlando International Airport, consists of the underpinning for six (6) columns that support ramps to the airport. The total supported load was in excess of 2000 kips. The roadways remained open to traffic while new foundations were installed. The columns that supported enplane and deplane vehicular ramps required lengthening. The existing pile caps were exposed and the design team designed a structural steel underpinning system which temporarily supported the existing column that carried 600,000 pounds. The system was erected and jacked into place and the existing column was cut from its foundations and extended to the mat foundation below.





### Project Highlight Three (3):

As part of the American Recovery and Reinvestment Act, the George C. Young Federal Courthouse consists of comprehensive interior and HVAC renovations to accommodate four new Bankruptcy courtrooms, four new chambers, and Clerk of Court and U.S. Attorneys spaces. The renovation comprises removing all interior walls, ceilings, and HVAC systems down to the concrete structure, as well as removal of hazardous materials. New exterior elements include the replacement of the existing windows, new roof, additionally insulation, and the addition of a new west entry pavilion and stair/elevator tower.

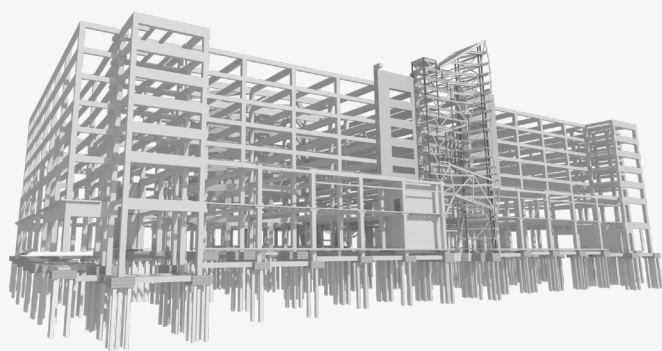
As part of the renovations two new courts were added on the top floor. When the layout of the two new courts was completed, two columns were encroaching within. MCE was asked if the columns could be removed, tasks that require serious consideration since the building was a post-tension structure that it is impossible to change the points of support. MCE developed a support system on the roof of the building and designed a hanging system to support the top of the column and allow for the removal of the columns from the finish floor to the underside of the roof above.



# TAB 5

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## Schedule





## Schedule

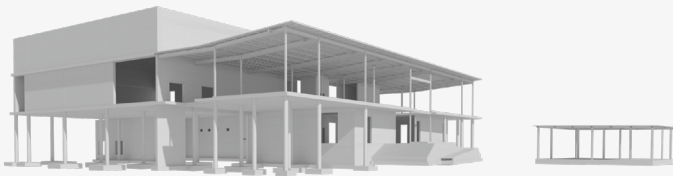
- Every project will have a Principal in Charge, a Project Manager (most likely another Principal), a Project Engineer, and a Project Technician (CAD / Revit).
- Providing Point of Contacts. An individual email is created where each project team member can view and access eliminating miscommunication.
- All drawings need to be finished at a minimum of two days before the deadline to allow for review and corrections before delivery.
- Deadlines are posted with reminders in a calendar for MCE team.
- A week prior to the deadline the project engineer must send an email to the supervisor, project manager, and principal to schedule the review of the project.
- Any specific detail for a project must be evaluated by the Supervisor Engineer before presentation to the Principal or Project Manager for review.

<b>Step 1</b>	<b>Kick Off Meeting</b>
	Information Gathering
	Site Visit if Needed
<b>Step 2</b>	<b>Initial Schematic Design</b>
	Design Review
	Design Revisions
	Final Design and Owner Approval
<b>Step 3</b>	<b>Beginning of Design Development</b>
	Development Review
	Development Revisions
	Final Development and Owner Approval
<b>Step 4</b>	<b>Beginning of Construction Documents</b>
	Construction Document Review
	Construction Document Revisions
	Final Construction Document and Owner Approval
<b>Step 5</b>	<b>Produce Final Prints for Permits</b>
	Submit by Owner/General Contractor
	Permit Revisions
	Produce Final Prints and Permits
<b>Step 6</b>	<b>Owner Receives Permit and Construction Ready</b>
	Additional Services if Requested (Threshold Inspections)

# TAB 6

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## References





## References

**Project Title:** Banyan Seawall Repairs

**Client:** City of Delray Beach

**Cost:** Service Authorizations of no more than \$200,000.

**Responsibility:** The seawall was previously inspected by MCE at the request of the City because the walls had signs of distress. The City requested MCE to review engineered design of the repairs, interface with the owner and their engineer/contractor and perform inspections to completion of the repairs.

**Contact Name:** Patrick Figurella | Civil Engineer

**Phone:** (561) 243-7000 | **Fax:** (561) 243-7777

**Email:** Figurellap@mydelraybeach.com

**Year Completed:** 2019



**Project Title:** Atlantic Dunes Park Seawall

**Client:** City of Delray Beach

**Cost:** Service Authorizations of no more than \$200,000.

**Responsibility:** Phase 1 of the Atlantic Dunes Park includes the design/construction of the two seawalls, parking lots, and park improvements. MCE determined a design solution for Atlantic Dunes Park Phase 1. The Seawall will be constructed under Phase 1, MCE produced two separate plan sets: one for the seawall and one for the parking lot. The parking lot plans will be constructed at a later time under Phase 2.

**Contact:** Joe Williams | Project Manager

**Phone:** (561) 243-7000 | **Fax:** (561) 243-7777

**Email:** williamsj@mydelraybeach.com

**Year Completed:** 2019



**Project Title:** Island Drive Bridge Rehabilitation

**Client:** City of Delray Beach

**Cost:** Service Authorizations of no more than \$200,000.

**Responsibility:** An existing two 12-foot lanes concrete bridge approximately 70 feet long by 32 feet wide spanning over a waterway in a residential neighborhood was degrading and in need of repairs. The scope of services was divided into three (3) phases. MCE Phase I included a detailed inspection of the bridge and document in a report along with an order of magnitude estimate for the required repairs.

**Contact:** Kevin Matthews | Project Manager

**Phone:** (561) 243-7000 | **Fax:** (561) 243-7777

**Email:** matthwek@mydelraybeach.com

**Year Completed:** Ongoing



**Project Title:** City of Pembroke Pines Waste Water  
**Cost:** +/- \$284,200 (Construction)

**Responsibility:** An existing one-story reinforced concrete building (approximately 26'x50') with pre-cast flat roof has a window on the NW wall that is to be converted to accommodate a 6' wide roll-up floor. Evaluated the wall and provided details for the door opening.

**Client:** City of Pembroke Pines

**Contact:** Giraldo Hernandez | Project Manager

**Phone:** (954) 518-9177 | **Fax:** Unknown

**Email:** ghernandez@ppines.com

**Year Completed:** 2019



**Project Title:** Boca Delray Guard House

**Cost:** +/- \$487,200 (Construction)

**Responsibility:** The existing one-story guard house is being replaced with a new guard house and portico. The building and portico have a footprint area of approximately 513 square feet. The building structure has reinforced concrete slab on grade, reinforced concrete masonry walls with pre-manufactured wood roof trusses and timber wood framed roof at the portico.

**Client:** PGAL

**Contact:** Bruno Phillips | Senior Associate/PM

**Phone:** (561) 988-4002 | **Fax:** Unknown

**Email:** bphillips@pgal.com

**Year Completed:** 2019



**Project Title:** Fire Station 111 (City of Delray Beach HQ)

**Cost:** Service Authorizations of no more than \$200,000.

**Responsibility:** The existing two-story "U" shape building (Fire Rescue Headquarters) is approximately 10,965 square feet with a one-story apparatus building that is approximately 8,841 square feet. The building is constructed of reinforced concrete masonry with a reinforced concrete ground floor on spread and strip footings and a second floor consisting of open web steel joists with metal decking and a reinforced concrete topping. The roof consists of a combination of steel joists, and wood trusses. The City proposed to have the building evaluated for current code requirements for wind loads of a Category 5 hurricane and identify structural upgrades necessary for compliance.

**Client:** City of Delray Beach

**Contact:** Denis Placide | Project Manager

**Phone:** (561) 243-7000 | **Fax:** (561) 243-7777

**Email:** placided@mydelraybeach.com

**Year Completed:** 2020





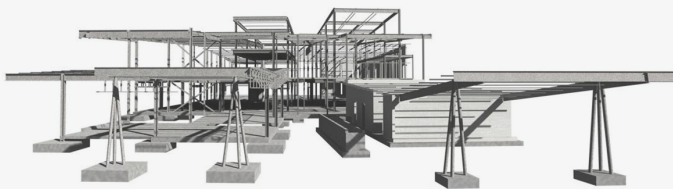
## City of Pompano Beach Projects

Master Consulting Engineers has not performed any previous municipal projects within the City of Pompano Beach.

# TAB 7

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## Project Team Form



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 FOR THE RLI IN THE EBID SYSTEM.**

**PROJECT TEAM**

RLI NUMBER E-26-20

Federal I.D.# 59 - 3614371

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Armando Castellon	38	Masters
Project Manager	Miguel Villegas	23	Masters
Asst. Project Manager			
Other Key Member	Carolyn Vega-Gonzalez	2	Bachelors
Other Key Member	Sebastian Arevalo	2	Bachelors

**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		
Other Key Member		

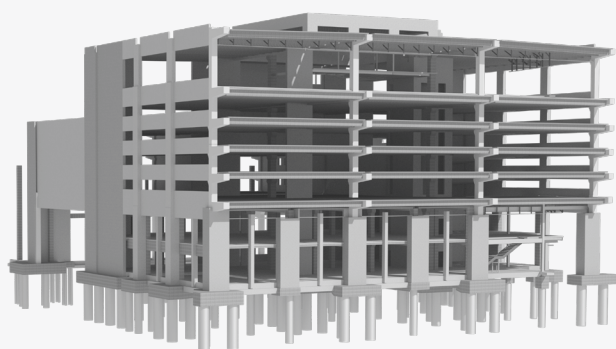
(use attachments if necessary)



# TAB 8

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## Organizational Chart



**Organizational Chart**



**Armando Castellon, PE**  
 Structural Engineer – Principal in Charge

Will oversee the entire schedule to ensure quality control and adherence to Client requirements, including time lines and budget for each project.



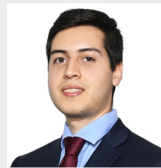
**Miguel Villegas, PE**  
 Structural Engineer – Project Manager

Responsible for supervision, planning and coordination of structural engineering, threshold inspection and forensic engineering services. Will manage tasks, oversee projects, review and approve designs, and will be directly involved with the Project Engineers and the overall team.



**Carolyn Vega-Gonzalez, EIT**  
 Structural Engineer – Project Engineer

Solves technical problems and helps the client achieve his or her vision for the project. Calculates the loads and stresses the construction will have to safely withstand. Available to factor in the different qualities and strengths delivered by a range of building materials, and determine how to incorporate support beams, columns and foundations.



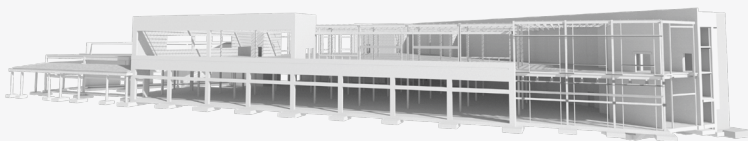
**Sebastian Arevalo, EIT**  
 Structural Engineer – Project Engineer

Schedules the preparation, pre-planning and resource forecasting for engineering and other technical activities. Also responsible for developing structural engineering designs, calculations, specifications, and review of all applicable shop drawings.

# TAB 9

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## Statement of Skills and Experience of Project Team





## Statement of Skills and Experience of Project Team



**Date:** 2019

**Cost:** Service Authorizations of no more than \$200,000

**Size:** 2,240 SF

**Type:** Forensic Engineering

**Role:** Structural Engineers

**MCE Office:** Fort Lauderdale

**Client:** City of Delray

**Name:** Kevin Matthews

**Team Members:** Armando Castellon, PE  
Miguel Villegas, PE

### Island Drive Bridge Rehabilitation Assessment Delray Beach, Florida

An existing two 12-foot lanes concrete bridge approximately 70 feet long by 32 feet wide spanning over a waterway in a residential neighborhood is degrading and is in need of repairs. The scope of services will be divided into three (3) phases. Phase I- Condition Assessment, Phase II- Design and Construction Documents, Phase III- Permitting, Bid Documents & Pre-Construction Meetings. MCE scope of services at this time is for Phase I condition assessment. This Phase will require several sub-contractors; 1. Geotechnical & Material Testing, 2. Environmental Engineering, 3. Land Surveying Services, 4. Civil Engineering services, 5. Underwater Inspection Services. MCE Phase I will include a detailed inspection of the bridge and document in a report along with an order of magnitude estimate for the required repairs.



**Date:** 2019

**Cost:** Service Authorizations of no more than \$200,000

**Size:** Unknown

**Type:** Retaining Walls-Sheet Piles  
Renovation

**Role:** Structural Engineers

**MCE Office:** Fort Lauderdale

**Client:** City of Delray

**Name:** Kevin Matthews

**Team Members:** Armando Castellon, PE  
Miguel Villegas, PE

### Atlantic Dunes Park Seawall & Park Improvements Delray Beach, Florida

Phase 1 of the Atlantic Dunes Park includes the design/construction of the two seawalls, parking lots, and park improvements. MCE determined a design solution for Atlantic Dunes Park Phase 1. The Seawall will be constructed under Phase 1, MCE produced two separate plan sets: one for the seawall and one for the parking lot. The parking lot plans will be constructed at a later time under Phase 2.



**Date:** 2019  
**Construction Cost:** +/- \$4,647,685  
**Size:** 19,806 SF  
**Type:** Building Analysis & Strengthening  
**Role:** Structural Engineers  
**MCE Office:** Fort Lauderdale  
**Client:** City of Delray  
**Name:** Denis Placide  
**Team Members:** Armando Castellon, PE  
 Carolyn Vega-Gonzalez, EIT

## City of Delray Fire Station 111

### Delray Beach, Florida

The existing two story "U" shape building (Fire Rescue Headquarters) is approximately 10,965 square feet with a one-story apparatus building that is approximately 8,841 square feet. The building is constructed of reinforced concrete masonry with a reinforced concrete ground floor on spread and strip footings and a second floor consisting of open web steel joists with metal decking and a reinforced concrete topping. The roof consists of a combination of steel joists, and wood trusses. The City proposes to have the building evaluated for current code requirements for wind loads of a Category 5 hurricane and identify structural upgrades necessary for compliance.



**Date:** 2019  
**Construction Cost:** +/- \$5,000,000  
**Size:** 34,000 SF  
**Type:** New Construction  
**Role:** Structural Engineers  
**MCE Office:** Tampa  
**Client:** Fleischman Garcia  
**Name:** Sol Fleischman  
**Team Members:** Carolyn Vega-Gonzalez, EIT

## Riverview Library

### Riverview, Florida

The project we understand consists of a one-story building with an area of 34,000 square feet. Construction consists of load bearing masonry walls supporting a steel frame with pre-engineered metal stud trusses. Foundations will consist of spread footings. We propose to provide design development, construction documents, bid assistance and construction administration services. Construction administration services will include submittal review and four visits to the project.



## Pines Point Administration Office

Pembroke Pines, Florida

An existing one-story reinforced concrete masonry building with pre-manufactured wood truss roof has an approximately 5 ft overhang with an approximately 24" T-111 wood fascia that is deteriorating at various locations throughout the perimeter of the building and is in need of replacement. MCE has been requested to evaluate the cantilevered roof truss overhang for the replacement of the fascia with new wire lath and stucco fascia.

**Date:** 2019

**Construction Cost:** +/- \$243,600

**Size:** Unknown

**Type:** Renovation/Restoration

**Role:** Structural Engineers

**MCE Office:** Fort Lauderdale

**Client:** City of Pembroke Pines

**Name:** Giraldo Hernandez

**Team Members:** Armando Castellon, PE  
 Carolyn Vega-Gonzalez, EIT  
 Sebastian Arevalo, EIT



## UniFirst

Pompano, Florida

Threshold inspection to 4 new buildings. The Special Inspector shall observe that the work is executed in substantial accordance with the permitted Official Contract Documents. The Official Contract Documents are defined as the permitted plans, recorded addenda, and the specifications with all amendments thereto, including the Special Inspection Plan. MCE inspected the following areas: Foundation reinforcement and concrete placement. Concrete columns and stem walls reinforcement and concrete placement. Stairs reinforcement and concrete placement. Masonry wall erection. Structural steel placement. Metal trusses and their connections. The final report consisted of the report of each inspection. Job site log of area inspected. Special records from testing lab (welding and bolts inspection, mill tests, concrete tests). Changes made in the field during observations.

**Date:** 2019

**Construction Cost:** +/- \$1,887,900

**Size:** Unknown

**Type:** Threshold Inspection

**Role:** Structural Engineers/Special Inspector

**MCE Office:** Fort Lauderdale

**Client:** KWJ Architects

**Name:** Greg Wehling

**Team Members:** Armando Castellon, PE  
 Carolyn Vega-Gonzalez, EIT



**Date:** 2018  
**Construction Cost:** +/- \$2,500,000  
**Size:** 8,500 SF  
**Type:** Renovation/Addition  
**Role:** Structural Engineers  
**MCE Office:** Tampa  
**Client:** Fleischman Garcia  
**Name:** Kevin Smith  
**Team Members:** Armando Castellon, PE

## New Tampa Recreation Center

Tampa, Florida

The main building was constructed in 2006 and has an area of approximately 20,000 square feet. The addition includes a one story building with an area of 5,000 square feet. The addition will contain the following functions: Gymnastics and community center support; Gymnasium space; Locker Room Facilities; Multi-Purpose Areas; Storage; Observation Area; Fitness/Wellness Space; Seniors and Community Meeting Space; Climbing Wall.



**Date:** 2017  
**Construction Cost:** +/- \$1,867,600  
**Size:** 7,500 SF  
**Type:** Renovation  
**Role:** Structural Engineers  
**MCE Office:** Fort Lauderdale  
**Client:** Williamson Dacar Associates, Inc.  
**Name:** Tom Donaudy  
**Team Members:** Armando Castellon, PE  
 Carolyn Vega-Gonzalez, EIT

## Parkland Library

Parkland, Florida

A new single-story building addition adjacent to the existing library building. The building structure is exterior CMU walls with some interior steel columns and steel beams supporting pre-engineered pre-fabricated metal stud trusses.





**Date:** 2015

**Construction Cost:** +/- \$3,000,000

**Size:** 18,500 SF

**Type:** New Construction

**Role:** Structural Design

**MCE Office:** Tampa

**Client:** Wannemacher Jensen Architects

**Name:** Jason Jensen, AIA, LEED AP

**Team Members:** Armando Castellon, PE

## Madeira Beach City Hall

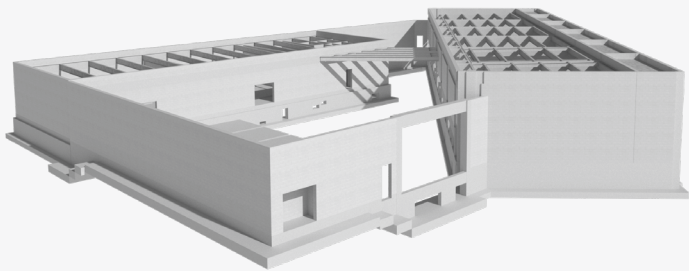
Madeira Beach, Florida

The City Hall houses multiple offices, a commissioner's chamber, multi-purpose space, an exercise room and fire station. Construction included interior and exterior assemblies and finishes. The building includes foundations which consists of 20 ton timber piles driven to the hard clays, 20' to 25' below the existing ground elevation. The exterior walls that reach the ground are supported by grade beams that are pile supported. The structural elements include concrete slabs on piles and concrete walls; exterior cold formed steel framing, storefronts, metal cladding, steel rood framing, sloped steel roof deck, low-slope membrane roofing on rigid insulation, ironwood decking, ceiling and wall ironwood cladding, metal railing, concrete stairs, metal stud and gypsum board partitions, trex composite board enclosure and an exterior elevator.

# TAB 10

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## Resumes of Key Personnel



## Resumes of Key Personnel



**Armando Castellon, PE**  
Principal in Charge

### ACADEMIC BACKGROUND

Master of Science in Civil  
& Structural Engineering  
University of Miami

Bachelor of Science in Mechanical  
Engineering,  
Universidad Metropolitana in  
Caracas, Venezuela

### REGISTRATIONS

Florida PE: 43453  
Florida Threshold Inspector: 0931  
Ohio PE: 66344  
North Carolina PE: 030704  
Kentucky PE: 24096  
SECB: 1078-0705  
NCEES: 32319

### YEARS OF EXPERIENCE

39 years total experience in  
structural design.  
20 years with MCE.

### PROFESSIONAL EXPERIENCE

As President of MCE, Armando has designed and successfully overseen many technically challenging projects. His diverse knowledge of state-of-the-art computer applications enables MCE to increase its service capabilities and creates a progressive impact in the engineering industry. Highly results and client service oriented, he focuses on timely and satisfactory completion of projects and providing creative solutions to the many challenges projects can often have.

### EXPERIENCE

#### Golden Beach Civic Center | Golden Beach, FL

Role: Principal in Charge | Type: New Construction | Size: 24,000 SF  
| Construction Cost: +/- \$7,815,500

#### Palm Beach Fire Station #45 Training Gymnasium | Palm Beach, FL

Role: Principal in Charge | Type: Addition | Size: Unknown  
| Construction Cost: +/- \$832,300

#### Madeira Beach City Hall | Madeira Beach, FL

Role: Principal in Charge | Type: New Construction | Size: 18,500 SF  
| Construction Cost: +/- \$3,000,000

#### City of Delray Fire Station 111 | Delray Beach, FL

Role: Principal in Charge | Type: Building Analysis & Strengthening/  
Hardening | Size: 19,806 SF | Construction Cost: +/- \$4,647,685

#### Treasure Island Additions and Renovation | Treasure Island, Florida

Role: Project Manager | Type: Addition/Renovation | Size: 5,000 SF  
| Construction Cost: +/- \$406,000

#### Highland Recreation Center | Largo, Florida

Role: Principal in Charge | Type: New Construction | Size: 45,000 SF  
| Construction Cost: +/- \$14,350,000

#### Tomochichi Courthouse | Savannah, Georgia

Role: Principal in Charge | Type: Restoration | Size: 34,850 SF  
| Construction Cost: +/- \$1,500,000

#### St Pete Pier Dock | St. Petersburg, Florida

Role: Principle in Charge | Type: Renovation | Size: 2,000 SF  
| Construction Cost: +/- \$580,580



**Miguel Villegas, PE**  
 Project Manager

#### ACADEMIC BACKGROUND

Master of Science in Civil  
 Engineering Structures  
 University of South Florida

Bachelor of Science in Civil  
 Engineering  
 University of South Florida

#### REGISTRATIONS

Florida PE: 68768  
 Alabama PE: 29630  
 NCEES: 39125

#### YEARS OF EXPERIENCE

24 years total experience in  
 structural design.  
 2 years with MCE.

#### PROFESSIONAL EXPERIENCE

Miguel specializes in bridge analysis and design, bridge widening, rehabilitation and replacements. He has extensive experience in the design of miscellaneous structures including pedestrian bridges, boardwalks, culverts, floating and fixed docks, vinyl and steel sheeting, anchored and cantilevered walls, seawalls, and other variety of structures designed with concrete, masonry, steel, aluminum and timber. Additional design expertise includes traffic control structures such as mast arms, strain poles systems, standard and nonstandard variable message sign structures and high mast structures.

#### EXPERIENCE

**Island Drive Bridge Rehabilitation Assessment | Delray Beach, Florida**  
 Role: Project Manager | Type: Forensic Engineering | Size: 2,240 SF  
 | Cost: Service Authorizations of no more than \$200,000

**Banyan Seawall Repairs | Delray Beach, Florida**  
 Role: Project Manager | Type: Study/Inspection | Size: 2,400 SF  
 | Cost: Service Authorizations of no more than \$200,000

**Atlantic Dunes Park Seawall & Parking Restoration | Delray Beach, FL**  
 Role: Project Manager | Type: Retaining Walls-Sheet Piles/Renovation  
 | Size: Unknown | Cost: Service Authorizations of no more than \$200,000

**City of Miami Mini Park | Miami, Florida**  
 Role: Project Manager | Type: New Construction | Size: 2,024 SF  
 | Construction Cost: +/- \$1,866,919

**100 N. Biscayne Threshold Inspection | Miami, FL**  
 Role: Principal in Charge | Type: New Construction | Size: Unknown  
 | Construction Cost: +/- \$365,400

**Casuarina & Bucida Wall Assessments | Tampa, Florida**  
 Role: Principal in Charge | Type: Study | Size: Unknown  
 | Construction Cost: +/- \$5,359,509

**Flood Review Services | Delray Beach, Florida**  
 Role: Principal in Charge | Type: Peer Review | Size: Unknown  
 | Construction Cost: +/- \$497,350





**Carolyn Vega-Gonzalez, EIT**  
Project Engineer

#### ACADEMIC BACKGROUND

Master of Science in Civil &  
Environmental Engineering  
Carnegie Mellon University

Bachelors of Science in Civil  
Engineering  
University of Puerto Rico in  
Mayaguez

#### REGISTRATIONS

College of Engineers and  
Surveyors of Puerto Rico (EIT)  
Certificate Number: 27442

#### YEARS OF EXPERIENCE

2 years total experience in  
structural design.  
2 years with MCE.

#### PROFESSIONAL EXPERIENCE

As a recent graduate of Carnegie Mellon University (CMU) her coursework gave her experience with Structural Analysis, Vibrations of Elastic Systems, Advanced CAD, BIM, and 3D Visualization, BIM for Engineering, Construction and Facility Management, Geographic Information Systems, Reinforced Concrete Design, Structural Steel Design, Highway Location and Curve Design, Foundations Design and Earth Pressures.

#### EXPERIENCE

##### Golden Beach Civic Center | Golden Beach, Florida

Role: Project Engineer | Type: New Construction | Size: 24,000 SF  
| Construction Cost: +/- \$7,815,500

##### Roof Framing Inspection | North Miami Beach, Florida

Role: Project Engineer | Type: Survey/Inspection | Size: Unknown  
| Inspection Fee: +/- \$1,600

##### Riverview Library | Riverview, Florida

Role: Project Engineer | Type: New Construction | Size: 34,000 SF  
| Construction Cost: +/- \$5,000,000

##### Parkland Library | Parkland, Florida

Role: Project Engineer | Type: Renovation | Size: 7,500 SF  
| Construction Cost: +/- \$1,200,000

##### Boca Delray Guard House | Boca Raton, Florida

Role: Project Engineer | Type: Renovation | Size: 513 SF  
| Construction Cost: +/- \$487,200

##### City of Delray Fire Station 111 | Delray Beach, Florida

Role: Project Manager | Type: Building Analysis & Strengthening/  
Hardening | Size: 19,806 SF | Construction Cost: +/- \$4,647,685

##### Pines Point Administration Office Building | Pembroke Pines, Florida

Role: Project Manager/Engineer | Type: Renovation | Size: Unknown  
| Construction Cost: +/- \$243,600

##### Carrollwood Park | Tampa, Florida

Role: Project Engineer | Type: Renovation | Size: Unknown  
| Construction Cost: +/- \$426,300

##### Art and Culture Center | Hollywood, Florida

Role: Project Engineer | Type: Addition | Size: 5,000 SF  
| Construction Cost: +/- \$2,080,750



**Sebastian Arevalo, EIT**  
 Project Engineer

#### ACADEMIC BACKGROUND

Bachelors of Science in Civil Engineering, Georgia Institute of Technology

#### REGISTRATIONS

EIT Certification

#### YEARS OF EXPERIENCE

2 years total experience in structural design.  
 2 year with MCE.

#### ROLE

Structural Engineer

#### PROFESSIONAL EXPERIENCE

Sebastian is skilled in AutoCAD and Revit and has been involved in the designing of structural facilities such as municipal, educational, and retail. He brings to the MCE Team his design and inspection skills, and is committed to produce quality construction plans and inspection services. Sebastian has excellent communications skills and is building an excellent reputation for the quality of his design deliverables.

#### EXPERIENCE

##### Polk Building Re-Roofing Evaluation | Pembroke Pines, Florida

Role: Project Engineer | Type: Renovation | Size: Unknown  
 | Construction Cost: +/- \$243,600

##### Rookery Bay Research Reserve | Marco Island, Florida

Role: Project Engineer | Type: New Construction | Size: 2,000 SF  
 | Construction Cost: +/- \$6,331,976

##### Pines Point Fascia Restoration Design | Pembroke Pines, Florida

Role: Project Engineer | Type: Renovation | Size: Unknown  
 | Construction Cost: +/- \$243,600

##### Art-Work Foundation | Delray Beach, Florida

Role: Project Engineer | Type: New Construction | Size: Unknown  
 | Construction Cost: +/- \$426,300

##### Lime Softening Drinking Water Treatment | Port St Lucie, Florida

Role: Project Engineer | Type: Forensic | Size: Unknown  
 | Fee: +/- \$2,800

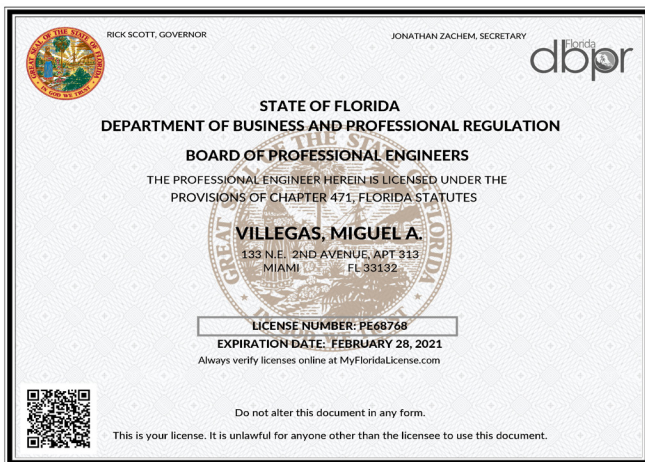
### Licenses



Armando Castellon, PE

License Number: PE43453

Expiration Date: February 28, 2021



Miguel Villegas, PE

License Number: PE68768

Expiration Date: February 28, 2021



Master Consulting Engineers

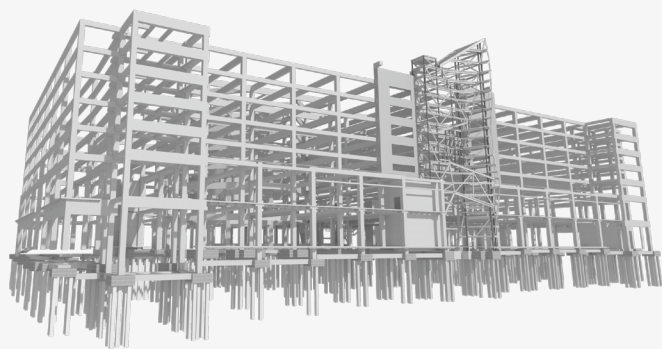
License Number: CA8426

Expiration Date: February 28, 2021

# TAB 11

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## Office Locations



## Office Locations

### Fort Lauderdale \*

4101 Ravenswood Road, Suite 307  
Ft. Lauderdale, FL 33312

### Tampa

5523 West Cypress Street, Suite 200  
Tampa, FL 33607

### Orlando

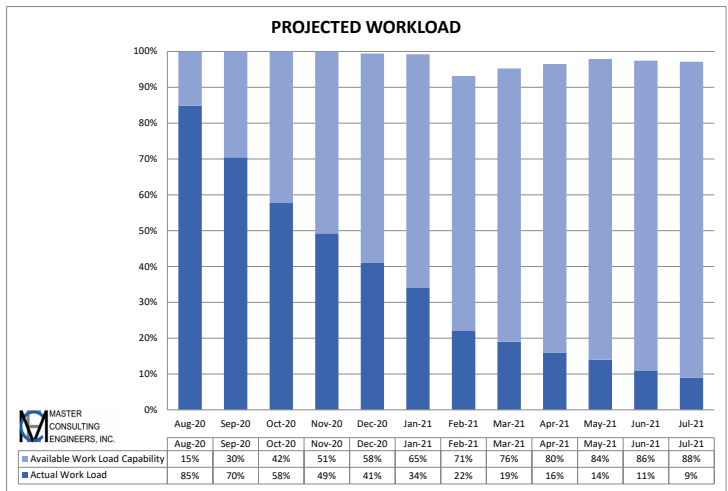
5950 Lakehurst Drive, Suite 183  
Orlando, FL 32819

	Total Firm	Fort Lauderdale Branch
Administrative	4	1
Structural Designers	6	2
Structural Engineers	15	5
<b>Total Employees</b>	<b>25</b>	<b>8</b>

\* Office location which services will be rendered

## Workload

Staff Member	Availability	
	Current	Project
Armando Castellon, PE Principal in Charge	35%	45%
Miguel Villegas, PE Project Manager	45%	55%
Carolyn Vega-Gonzalez, EIT Project Engineer	55%	65%
Sebastian Arevalo, EIT Project Engineer	60%	75%

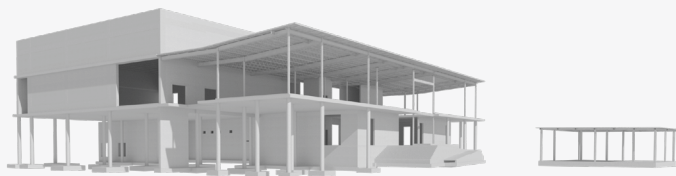


The team at MCE is committed and has the ability/resources to meet the city's needs/ objectives listed in the RFP to provide structural engineering services throughout the duration of this Contract. There is adequate room in MCE's team's schedule for the City of Pompano Beach. The proposed staff for this Contract is currently available to begin work immediately upon Notice to Proceed (NTP).

# TAB 12

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## Local Businesses



Local Businesses

LOCAL BUSINESS EXHIBIT "A"  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: E-26-2020 Continuing Contract for Structural Engineering Services Prime Contractor's Name: Master Consulting Engineers, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
None			

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number E-26-20

TO: Master Consulting Engineers, Inc.  
(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)

- |  |  |
|--|--|
| <input type="checkbox"/> an individual | <input type="checkbox"/> a corporation   |
| <input type="checkbox"/> a partnership | <input type="checkbox"/> a joint venture |

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

at the following price: \_\_\_\_\_

_____	None
(Date)	(Print Name of Local Business Contractor)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(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"





LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # E-26-20 \_\_\_\_\_

I, Toni Farber, Vice President of Business Development  
\_\_\_\_\_  
(Name and Title)

of Master Consulting Engineers, Inc., certify that on the 31st day of  
July, 2020, I invited the following LOCAL BUSINESSES to bid work  
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.)
Keith, 301 E Atlantic Blvd. Pompano Beach, FL 33060	Civil & Survey Services	Labor

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: Did not Accept Invite as of 8/17/2020

Name and Title: Toni Farber, Vice President of Business Development  
Date: 8/19/2020

Note: Attach additional documents as available.  
See attached

**Toni Farber**

---

**From:** Toni Farber  
**Sent:** Wednesday, August 19, 2020 9:40 AM  
**To:** Milocys DeJesus  
**Cc:** Micaela Oster; Armando Castellon  
**Subject:** KEITH WILL NOT JOIN MCE RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

**Importance:** High

Millie, please insert a copy of this email into our submittal – thanks - Toni

**From:** Toni Farber <Toni.Farber@mcengineers.com>  
**Sent:** Monday, August 17, 2020 11:02 AM  
**To:** Kristen Lawlor <KLawlor@keithteam.com>  
**Cc:** Milocys DeJesus <Millie.DeJesus@mcengineers.com>  
**Subject:** KEITH WILL NOT JOIN MCE RE: ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24  
**Importance:** High

Thank you for your reply Kristen.

I will affix a copy of this email to our submittal as evidence that we did reach out to KEITH, a local Pompano Beach vendor, but they have declined our invite to join us for this submission.

Keep healthy, safe and optimistic! 😊  
 Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

STRUCTURAL CONSULTANTS

Tampa | Orlando | Ft. Lauderdale

4101 Ravenswood Road, Suite 307 | Fort Lauderdale, FL | 33312

P | Tampa (813) 287-3600 | Orlando (407) 351-2384 | Ft. Lauderdale (954) 210-7671

D | (954) 998-7890

C | (954) 614-1857

F | (813) 287-3622

[www.mcengineers.com](http://www.mcengineers.com) | [www.mceng.pro](http://www.mceng.pro)

CBE DBE WMBE SBE

**From:** Kristen Lawlor <KLawlor@keithteam.com>  
**Sent:** Monday, August 17, 2020 10:45 AM  
**To:** Toni Farber <Toni.Farber@mcengineers.com>  
**Subject:** RE: ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

{Caution: Please Think B4U Click! This email originated from outside Master Consulting Engineers mail system.}

Hi Toni,

I saw that the City still has not responded to my question. However, after speaking further with Alex this morning, KEITH has decided not to join teams for this pursuit. Thank you for the opportunity.



**Kristen Lawlor**  
Director of Marketing  
Office: 954.788.3400  
Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)  
[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Sent:** Friday, August 14, 2020 5:32 PM  
**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Cc:** Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>  
**Subject:** ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24  
**Importance:** High

Kristen,  
I have not seen any response to your question – have you?

**From:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Sent:** Friday, July 31, 2020 4:32 PM  
**To:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Micaela Oster <[Micaela.Oster@mcengineers.com](mailto:Micaela.Oster@mcengineers.com)>  
**Subject:** RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

{**Caution:** Please Think **B4U** Click! **This email originated from outside Master Consulting Engineers mail system.**}  
Alex and I both also reviewed the RFQ together this morning and he and Dodie both requested a confirmation from the City before confirming anything. I'm sorry, my hands are tied until then.



**Kristen Lawlor**  
Director of Marketing  
Office: 954.788.3400  
Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)  
[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Sent:** Friday, July 31, 2020 10:02 AM  
**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>  
**Subject:** RE: Pompano Structural CC Due Aug. 24

Thanks Kristen but we are not looking to have a full team we are only looking to have Keith for Civil and Survey as needed which will give us required local vendor compliance.



Keep healthy, safe and optimistic! 😊  
Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

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CBE DBE WMBE SBE

**From:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>

**Sent:** Friday, July 31, 2020 9:47 AM

**To:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>

**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>

**Subject:** RE: Pompano Structural CC Due Aug. 24

{Caution: Please Think B4U Click! This email originated from outside Master Consulting Engineers mail system.}

Hi Toni,

I have posed a question on this pursuit to find out if the City wants a full team. We have found that for each of their current solicitations, they only want that specific discipline. The architectural contract is the only one they requested to have a full team. The question posed is on the Procurement website. Assuming they're good with a full team, we'd be happy to join.



**Kristen Lawlor**

Director of Marketing

Office: 954.788.3400

Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)

[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>

**Sent:** Friday, July 31, 2020 9:28 AM

**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>

**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>

**Subject:** Pompano Structural CC Due Aug. 24

**Importance:** High

Good morning Kristen,

Per the attached RFP we would like KEITH to be our sub to provide Civil and Survey Services for this submittal.

Millie from our Tampa office is copied on this email.

Pls confirm that you can be a sub for us, and Millie will let you know what info and forms she needs



and by when – many thanks!  
Toni

Keep healthy, safe and optimistic! 😊  
Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

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CBE DBE WMBE SBE



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

BID # <sup>E-26-2020</sup> \_\_\_\_\_

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

Civil & Survey Services

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

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

Yes, see attached email.

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

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 ?

See attached Email

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

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

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

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

\_\_\_\_\_

**Toni Farber**

---

**From:** Toni Farber  
**Sent:** Wednesday, August 19, 2020 9:40 AM  
**To:** Milocys DeJesus  
**Cc:** Micaela Oster; Armando Castellon  
**Subject:** KEITH WILL NOT JOIN MCE RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

**Importance:** High

Millie, please insert a copy of this email into our submittal – thanks - Toni

**From:** Toni Farber <Toni.Farber@mcengineers.com>  
**Sent:** Monday, August 17, 2020 11:02 AM  
**To:** Kristen Lawlor <KLawlor@keithteam.com>  
**Cc:** Milocys DeJesus <Millie.DeJesus@mcengineers.com>  
**Subject:** KEITH WILL NOT JOIN MCE RE: ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24  
**Importance:** High

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I will affix a copy of this email to our submittal as evidence that we did reach out to KEITH, a local Pompano Beach vendor, but they have declined our invite to join us for this submission.

Keep healthy, safe and optimistic! 😊  
 Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

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CBE DBE WMBE SBE

**From:** Kristen Lawlor <KLawlor@keithteam.com>  
**Sent:** Monday, August 17, 2020 10:45 AM  
**To:** Toni Farber <Toni.Farber@mcengineers.com>  
**Subject:** RE: ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

{Caution: Please Think B4U Click! This email originated from outside Master Consulting Engineers mail system.}

Hi Toni,

I saw that the City still has not responded to my question. However, after speaking further with Alex this morning, KEITH has decided not to join teams for this pursuit. Thank you for the opportunity.



**Kristen Lawlor**  
Director of Marketing  
Office: 954.788.3400  
Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)  
[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Sent:** Friday, August 14, 2020 5:32 PM  
**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Cc:** Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>  
**Subject:** ANY WORD? RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24  
**Importance:** High

Kristen,  
I have not seen any response to your question – have you?

**From:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Sent:** Friday, July 31, 2020 4:32 PM  
**To:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Micaela Oster <[Micaela.Oster@mcengineers.com](mailto:Micaela.Oster@mcengineers.com)>  
**Subject:** RE: Keith as a Sub? RE: Pompano Structural CC Due Aug. 24

{**Caution:** Please Think **B4U** Click! **This email originated from outside Master Consulting Engineers mail system.**}  
Alex and I both also reviewed the RFQ together this morning and he and Dodie both requested a confirmation from the City before confirming anything. I'm sorry, my hands are tied until then.



**Kristen Lawlor**  
Director of Marketing  
Office: 954.788.3400  
Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)  
[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>  
**Sent:** Friday, July 31, 2020 10:02 AM  
**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>  
**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>  
**Subject:** RE: Pompano Structural CC Due Aug. 24

Thanks Kristen but we are not looking to have a full team we are only looking to have Keith for Civil and Survey as needed which will give us required local vendor compliance.



Keep healthy, safe and optimistic! 😊  
 Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

**STRUCTURAL CONSULTANTS**

Tampa | Orlando | Ft. Lauderdale

4101 Ravenswood Road, Suite 307 | Fort Lauderdale, FL | 33312

P | Tampa (813) 287-3600 | Orlando (407) 351-2384 | Ft. Lauderdale (954) 210-7671

D | (954) 998-7890

C | (954) 614-1857

F | (813) 287-3622

[www.mcengineers.com](http://www.mcengineers.com) | [www.mceng.pro](http://www.mceng.pro)

CBE DBE WMBE SBE

**From:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>

**Sent:** Friday, July 31, 2020 9:47 AM

**To:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>

**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>

**Subject:** RE: Pompano Structural CC Due Aug. 24

{**Caution:** Please Think **B4U** Click! **This email originated from outside Master Consulting Engineers mail system.**}

Hi Toni,

I have posed a question on this pursuit to find out if the City wants a full team. We have found that for each of their current solicitations, they only want that specific discipline. The architectural contract is the only one they requested to have a full team. The question posed is on the Procurement website. Assuming they're good with a full team, we'd be happy to join.



**Kristen Lawlor**

Director of Marketing

Office: 954.788.3400

Email: [KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)

[www.KEITHteam.com](http://www.KEITHteam.com)

**From:** Toni Farber <[Toni.Farber@mcengineers.com](mailto:Toni.Farber@mcengineers.com)>

**Sent:** Friday, July 31, 2020 9:28 AM

**To:** Kristen Lawlor <[KLawlor@keithteam.com](mailto:KLawlor@keithteam.com)>

**Cc:** Shawn Lenihan <[SLenihan@keithteam.com](mailto:SLenihan@keithteam.com)>; Milocys DeJesus <[Millie.DeJesus@mcengineers.com](mailto:Millie.DeJesus@mcengineers.com)>

**Subject:** Pompano Structural CC Due Aug. 24

**Importance:** High

Good morning Kristen,

Per the attached RFP we would like KEITH to be our sub to provide Civil and Survey Services for this submittal.

Millie from our Tampa office is copied on this email.

Pls confirm that you can be a sub for us, and Millie will let you know what info and forms she needs



and by when – many thanks!  
Toni

Keep healthy, safe and optimistic! 😊  
Kindest regards,

Toni

(Ms.) Toni Farber

Vice President of Business Development

Master Consulting Engineers, Inc.

STRUCTURAL CONSULTANTS

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CBE DBE WMBE SBE

# TAB 13

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## Litigation



## Litigation

August 24, 2020

### Litigation Statement

Within the past five years Master Consulting Engineers, Inc. (MCE) has never defaulted on any contract since it was founded in 1999 maintaining outstanding liens. MCE has not had any contracts terminated for default, non-performance or delay since inception in 1999.

Within the past three years there has been two claims that has been closed:

The first one was closed on July of 2018, involving a third-party lawsuit against MCE asserted by the insurance company of an architectural firm that was being sued by the project owners for several design and construction issues. The claim against MCE is related to a fire separation issue and not a structural under-design issue. The architect did not want to involve MCE in the litigation, but his insurance company insisted to minimize their liability. MCE reached an agreement and the litigation was removed.

The second claim was by a condominium association. This association alleged that Master Consulting Engineers (MCE) repair work design to their elevated steel structure parking garage was not performing as expected. MCE's services were only limited to typical repair details of the concrete on metal deck structure due to the association's repeated expression of their lack of funds. After multiple recommendations to strengthen the structure and to provide a better base for the concrete deck, the association denied and insisted that MCE to only follow the Scope documents prepared by a testing company. MCE also expressed to the association that the contractor did not use the correct concrete, but no corrective actions were taken. Additionally, inspections of the repair work were not approved and were very limited. A settlement was reach on June of 2019.

Currently, MCE has one open claim initiated by Hillsborough County Aviation Authority (HCAA). HCAA has served MCE with a notice of potential claim for repair work required for the steel pedestrian bridge that MCE designed for the project. MCE observed a condition in the field as steel erection was on going that did not match the design model. MCE notified the design team of potential modifications that would be required for this portion of the project. Repairs were made on time and materials basis for the areas of work. Balance of all other construction is on-going.

Respectfully Submitted,

Master Consulting Engineers, inc.

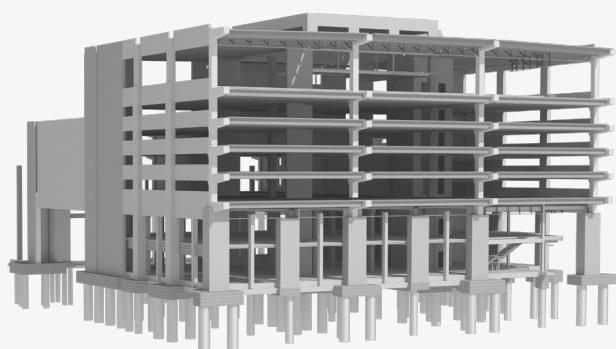


Armando Castellon, PE  
President | Senior Principal

# TAB 14

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## City Forms



## City Forms

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

**PROPOSER INFORMATION PAGE**

**RFP** E-26-20, Continuing Contract for Structural Engineering Services  
 (number) (RFP name)

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 RFP. I have read the RFP 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) Armando Castellon, PE Title President | Senior Principal

Company (Legal Registered) Master Consulting Engineers, Inc.

Federal Tax Identification Number 59-3614371

Address 4101 Ravenswood Road, Suite 307

City/State/Zip Fort Lauderdale, Florida 33312

Telephone No. (954) 210-7671 Fax No. (813) 287-3622

Email Address marketing@mcengineers.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: Master Consulting Engineers, Inc.

Vendor FEIN: 59-3614371

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



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

**EXHIBIT E**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

RLI # <sup>E-26-20</sup> \_\_\_\_\_

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.

<b>Name of Firm</b>	<b>Certificate Included?</b>
Master Consulting Engineers, Inc.	Yes - WMBE State of Florida



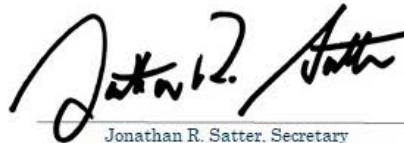
# State of Florida

## Minority Business Certification

### Master Consulting Engineers, Inc.

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

02/24/2020 to 02/24/2022



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)

State of Florida

WMBE Minority Business Certification

Expiration Date: February 24, 2022



**TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**TIER 1 LOCAL VENDOR**

\_\_\_\_ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

\_\_\_\_ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or



My firm does not qualify as a Tier 1 Vendor.

**TIER 2 LOCAL VENDOR**

\_\_\_\_ My firm 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

And/Or

\_\_\_\_ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or



My firm does not qualify as a Tier 2 Vendor.

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

08/07/2020

(Date)

Master Consulting Engineers, Inc.

(Name of Firm)

BY: Armando Castellon, PE | President, Senior Principal

(Name)



Tampa | Fort Lauderdale | Orlando



CONSULTANT					
Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
		180.0000%	10.0000%		
Senior Principal Structural Engineer	\$ 70.67	\$ 127.21	\$ 19.79	\$ 217.67	3.08
Senior Structural Engineer	\$ 40.87	\$ 73.56	\$ 11.44	\$ 125.87	3.08
Structural Engineer	\$ 31.25	\$ 56.25	\$ 8.75	\$ 96.25	3.08
Senior CAD Technician	\$ 27.30	\$ 49.14	\$ 7.64	\$ 84.08	3.08
CAD Technician	\$ 17.50	\$ 31.50	\$ 4.90	\$ 53.90	3.08
Administration / Accounting	\$ 29.00	\$ 52.20	\$ 8.12	\$ 89.32	3.08
Administration / Marketing	\$ 26.73	\$ 48.12	\$ 7.48	\$ 82.33	3.08
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	

## 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
----	----------------------------------	--	-------------	-------------

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
----	---	--	-------------	-------------

(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)

04/05/2021

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> Stahl & Associates Insurance, Inc. 110 Carillon Parkway  St. Petersburg FL 33716		<b>CONTACT NAME:</b> Katie Torres-Mihokovich <b>PHONE (A/C, No, Ext):</b> (727) 391-9791 <b>FAX (A/C, No):</b> (727) 393-5623 <b>E-MAIL ADDRESS:</b> katie.torres@stahlinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Twin City Fire Insurance Co.	<b>NAIC #</b> 29459
		<b>INSURER B:</b> Zenith Insurance Company	13269
		<b>INSURER C:</b> Hull & Company Inc	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Master Consulting Engineers 5523 W Cypress St  Tampa FL 33607			

**COVERAGES**

CERTIFICATE NUMBER: CL20113054436

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	21SBMVL0234	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBMVL0234	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBMVL0234	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Not over Professional \$
B	<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	N/A	Z134633804	11/16/2020	11/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>PROFESSIONAL LIABILITY</b>			AEGM000018500	11/15/2020	11/15/2021	Each Occurrence \$2,000,000 Aggregate \$2,000,000 Deductible \$50,000


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

City Hall of Pompano Beach is included as additional insured with respect to general liability as required by written contract. Waiver of subrogation in favor of City Hall of Pompano Beach applies to general liability as required by written contract. 30 day notice of cancellation except for 10 days for non-payment.

**APPROVED**

By Danielle Thorpe at 9:33 pm, Apr 10, 2021

**CERTIFICATE HOLDER****CANCELLATION**

City Hall 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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