

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

TLC ENGINEERING SOLUTIONS, INC.



**CONTINUING CONTRACT FOR MECHANICAL AND
PLUMBING SERVICES FOR VARIOUS CITY PROJECTS
E-27-20**

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**

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 TLC ENGINEERING SOLUTIONS, 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-27-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be James D. Ferris

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-27-20, 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**

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:

TLC Engineering Solutions, Inc.
255 South Orange Ave
Suite 1600
Orlando, FL 32801

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”

TLC ENGINEERING SOLUTIONS, INC.

Witnesses:

Lisa Howes
Signature

Lisa Howes
Name Typed, Printed or Stamped

Lindsay Owens
Signature

Lindsay Owens
Name Type, Printed or Stamped

By: *James D Ferris*
James D. Ferris, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20 day of April, 2021, by Michael P. Sheerin as President of TLC ENGINEERING, 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:



M Davidson
NOTARY PUBLIC, STATE OF FLORIDA

Megan M. Davidson
(Name of Acknowledger Typed, Printed or Stamped)

HH 030395
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-27-20**

**CONTINUING CONTRACT FOR MECHANICAL AND
PLUMBING ENGINEERING DESIGN 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-27-20

CONTINUING CONTRACT FOR MECHANICAL AND PLUMBING ENGINEERING DESIGN
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 mechanical and plumbing engineering and design 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 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](#)
- Roadway, Streetscape or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- Force Main projects.
- Lift station/pump station rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall and dock construction and repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support and compliance.

- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition Projects

A. Scope of Services

The City intends to issue multiple contracts to professional firms to provide continuing mechanical and plumbing engineering and design 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:

- Provide designs/redesigns of mechanical systems for renovations of existing buildings
- Provide design of mechanical systems for new building construction
- Investigate Equipment/System Failures
- Conduct/Provide Test and Balance Reports
- HVAC design, gas, ductwork, LEED requirements, risers, stacks, ventilation, Health dept approvals, building sewer/water supply, pools, pumps, chillers, cooling towers, kitchen hood and equipment, and fire suppression.

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 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
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX 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

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: 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.

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY 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.

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

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

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

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

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

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

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 	0-15
2	Qualifications of personnel including sub consultants: <ul style="list-style-type: none"> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: 	0-15

- (1) Number of licensed staff
 (2) Education of staff
 (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15
 a. Location
 b. Number of staff at the nearest office
- 4 Current and Projected Workload 0-15
 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
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15
 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.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15
 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.
- 7 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.) 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. 3rd 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**

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

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
---	--	------------	-----------

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.

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

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(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

Solicitation # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



Erick Gonzalez, PE, LEED AP
Principal | Regional Director
800 Fairway Drive, Suite 250, Deerfield
Beach, FL 33441
954.918.9096
Fax 954.918.9296
erick.gonzalez@tlc-eng.com

Continuing Contract for Mechanical and Plumbing Engineering Design Services

City of Pompano Beach

**REQUEST FOR LETTERS
OF INTEREST E-27-20**

August 24, 2020



TITLE PAGE

Project Name:

City of Pompano Beach

Request for Letters of Interest

Continuing Contract for Mechanical and Plumbing Engineering Design Services

Project Number:

E-27-20

Proposer:

TLC Engineering Solutions, Inc.

800 Fairway Drive, Suite 250

Deerfield Beach, FL 33431



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August 24, 2020

City of Pompano Beach
Purchasing Division
 10500 North Military Trail,
 Palm Beach Gardens, Florida 33410

Dear Sir:

Responsiveness, efficient engineering design, unmatched experience in energy conservation and extensive knowledge about educational facilities infrastructure are critical attributes that qualify TLC Engineering Solutions, Inc. (TLC) for the Continuing Contract for Mechanical and Plumbing Engineering Design Services.

Our recent experience consists of several assignments similar to this contract. The team selected has provided continuing engineering design services for municipalities and educational institutions in South Florida. These contracts included analysis of HVAC systems, Air Handling Unit replacements for several municipal facilities and solving ventilation issues. All of these projects had a construction cost of less than \$4,000,000. Some of our recent clients include City of Miami Beach, Broward County, City of Boca Raton, Florida International University and Florida Atlantic University.

We also have experience working with the City of Pompano Beach. As a sub-consultant to the team of West Architecture + Design, we provided MEP Engineering services for the \$1.5 million Pompano Beach Public Library. Our scope of work included mechanical, electrical, plumbing and fire protection engineering services as well as LEED Administration, Commissioning, Energy Modeling and Sustainability Consulting. The project achieved LEED NC Certification.

At TLC Engineering Solutions, Inc. we are continuously learning and growing, and it is that commitment to constantly evolve that led to our new brand. Our mission to **THINK** boldly, **LISTEN** attentively, and **CREATE** passionately serves as the blueprint that guides our promise of extreme service to our clients. TLC Engineering Solutions continues to provide high performance engineering design, consulting and energy services. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we are an industry leader with expertise in diverse markets, from education to healthcare to aviation.

TLC was an early adopter of BIM, resulting in years of experience in creating streamlined designs that are integrated with architectural partners, support construction activities and achieve clients' goals. Our standard design and production tools include Revit MEP, Revit Structural and IESVE for Engineers for energy modeling and design analysis. We have experience in coordinating models via Navisworks, leveraging third-party software to enhance efficiency while using integrated project delivery to gain constructability and real-time cost data.



I will be the Principal-in-charge for the contract and will work closely with the Project Manager to make sure that all the necessary resources are assigned appropriately. In our previous experience, our South Florida team was able to respond to multiple needs. We were involved in small projects including HVAC and Electrical upgrades as well as more complex projects. Always with the TLC quality of work regardless of the size of the project.

The contacts authorized for this contract are the following:

Erick Gonzalez, PE
Principal/South Florida Operations Director
800 Fairway Drive, Suite 250
Deerfield Beach, FL 33431
T: 954.418.9096
M: 305.608.8496
erick.gonzalez@tlc-eng.com

Aniel Fernandez, PE
Senior Mechanical Engineer
800 Fairway Drive, Suite 250
Deerfield Beach, FL 33431
T: 954.418.9096
M: 954.604-7423
aniel.fernandez@tlc-eng.com

Each assignment will have a task leader, who will assure that each project is completed on time and within budget under the supervision of the Project Manager. Each project will be handled by an engineering team with specific expertise and knowledge of the particular systems affected. Our organizational structure will provide the capacity, expertise and flexibility to meet the fast paced unexpected challenges that are an integral part of a contract of this type.

We welcome this opportunity to present a detailed view of our experience and capabilities in our RFQ response and will be happy to answer any additional questions or comments that you may have. TLC is delighted to have the opportunity to continue working with City of Pompano Beach and build a successful and long professional relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erick Gonzalez".

H. Erick Gonzalez, PE, LEED AP
Principal/Regional Director
Erick.Gonzalez@tlc-eng.com
M: (305) 608-8496



TECHNICAL APPROACH

Our Method of Approach to handle continuing services contracts consists of focusing in each design phase appropriately. The challenge of continuing services contracts is to keep facilities operational while responding to a fast-tracked project. Some variations to our approach are considered based on the size and schedule expectations of the project.

Evaluation of Existing Conditions

Of particular importance in dealing with an existing facility is the assignment of adequate time and effort to verify existing conditions that impact the work. Additionally, the assigned staff from our team needs to understand how even a relatively minor scope of work can impact the greater operating systems of an existing facility. Information obtained from Record Documents cannot be the primary verification source for the designers as many minor construction deviations are sometimes not well documented in Record Documents and the nature of these buildings requires local facilities staff to make minor operational changes over the life of the facility. It will be essential for our team to be provided with direct access to facility staff at each location to properly understand the operations of each building and how the contemplated project may impact operations.



Budget and Negotiation

Our designated project manager will work with the designated City of Palm Beach Gardens representative to ensure the project budget is adequately defined and a reasonable fee is assigned to each task to accomplish the work. We will provide all information necessary including assignment of hours per discipline and for each submittal. Our main goal will be to assist the City's Project Manager in meeting the budget expectations of the project.

Define Goals and Schedule

These projects are small in scope and complexity but are crucial to the City to maintain their operation, so completion of these projects on time, keeping design quality at the forefront of our service allowed the City to quickly address the projects forecasted for the fiscal year within the budget allocated for them.

Monitoring Design and Quality Control

To monitor our continuing services contracts, we assign a Project Manager who will be the main point of contact for the owner. The Project Manager is responsible to monitor the staff who will be working on multiple assignments. At the same time, the Senior Engineers for each discipline closely review the design approach for each assignment and coordinate the assignment of resources with the Project Manager.

Standardized procedures and clearly defined lines of communication streamline project administration. In-house coordination is continuous during project design at the project management level dealing with schedules, performance criteria and costs. Coordination also is accomplished between engineering disciplines for resolution of specific interface areas. Coordination meetings are scheduled weekly, or as necessary, to ensure all project requirements are being addressed throughout the design process.





Period peer reviews and final document quality checks are used to review technical design and coordination. TLC's depth of personnel allows simultaneous review of individual disciplines by an independent senior registered engineer providing a "fresh set of eyes" review capability. The project manager is ultimately responsible for interdisciplinary coordination requirements and operates as a final check for design engineer coordination.

Construction Administration

The construction phase for small projects develops in a very fast track. TLC assists the Client/Owner during the preparation of the bid, evaluation of responses and finally recommendation for award. Our key designers stay involved from the initial pre-bid meeting and conduct periodic field visits and issuing reports noting deficiencies, concerns and areas requiring correction.



SCHEDULE

Once TLC is assigned with a task order for this contract, our estimated timeline to provide the tasks will be as follows:

Task	Timeline
Evaluation of existing conditions Based on the scope and complexity of the project, the site evaluation may be completed in 2 days	48 hours after Notice to Proceed
Budget and Negotiation <ul style="list-style-type: none"> - Analysis of existing conditions - Discuss findings with project manager - Estimate effort - Develop fee proposal 	3 to 5 days Submitting for review and incorporating comments from the City for final submittal
Define Goals and Schedule <ul style="list-style-type: none"> - Collaborate with project manager and other stakeholders - Determine milestones - Finalize schedule 	3 to 5 days This task can be completed at the same time as the previous one depending on availability of City staff.
Design Development Based on the project complexity and scope of work	Less complex projects can be completed in 2 to 3 weeks More complex projects can be completed in 4 to 6 weeks.
Quality Control Completed promptly right after completion of each design phase before submitting final drawings to the City	Concurrent with design work. Final QA/QC will be 3-4 days before final submittal.
Construction Administration Based on the project complexity and scope of work	Respond to bidders' questions in 2-3 days Respond to RFI and shop drawings in 3-5 days Weekly site visits depending on construction period



REFERENCES



CITY OF MIAMI BEACH MEP ENGINEERING CONTINUING SERVICES Miami Beach, Florida

TLC has held two consecutive continuing services contract with the City of Miami Beach since 2009. Task order projects that TLC has worked on under these contracts include:

777 Building HVAC Replacement: TLC designed a new energy-efficient, water-cooled chilled water system for this five-story building, including variable air volume air handlers with electronic DDC controls.

City Hall Fire Alarm Upgrade: The existing fire alarm system remained in place until the code-compliant fire alarm system had been installed and approved by the City of Miami Beach Fire Department.

City Hall AHU Replacement: One of the main challenges was to keep the building operational during the replacement of nine AHUs. Improvements to the chilled water system were completed as well. TLC retrofitted of the building automation in order to accommodate the more modern and energy-efficient technologies included in this effort.

Fire Station #4 Assessment and HVAC Upgrades: Detailed site investigation for the two-story fire station included analysis of existing HVAC and electrical systems. TLC subsequently designed and implemented the replacement of all existing AHUs.

10th Street Auditorium & Bass Museum of Art: Replacement of the building automation system, including master controllers, backbone and user interface.

Police Station Renovations: Renovations involved replacement of variable frequency drives for all eight air handling units, along with replacement of all VAV boxes.

PRIME CONSULTANT

TLC Engineering Solutions

OWNER CONTACT

City of Miami Beach
Jorge Guanchez
 Facilities Capital Project Coordinator
 Property Management Division
 1833 Bay Road
 Miami Beach, Florida 33139
 T: (305) 673-7000
JorgeGuanchez@miamibeachfl.gov

CONSTRUCTION COST

< \$2 Million (each project)

COMPLETION DATE

First Contract: 2009 – 2014
 Second Contract: 2015 – Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



CITY OF BOCA RATON MEP ENGINEERING CONTINUING SERVICES

Boca Raton, Florida

TLC has been working with the City of Boca Raton since 2003 under two consecutive continuing services contracts. Recent projects have consisted of assessments for several of their facilities and HVAC upgrades as a result of the recommendations provided by TLC. All facilities remained operational during renovations.

Selected task order projects completed under these contracts include:

CCTV for City Parks: CCTV system to provide coverage of the parking lots in Sugar Sand Park, Lake Wyman Community Park, Patch Reef Park, Hughes Park and Sand Pine Park.

City Hall: An addition to the IT room required the design of back-up A/C, UPS and dry chemical fire suppression, as well as upgrading existing chillers.

Municipal Library: Extensive charrettes involving the community and library staff led to the programming of a new building that incorporates green technologies and materials and is eligible for LEED Certification. The library includes areas for collections, computers, patron seating, employee workspace and public amenities such as a coffee bar, bookstore and 200-seat multipurpose meeting room.

City Hall and Community Center: Upgrades for the connections from the relocated transfer switches to the City Hall/Community Center, including exhaust ventilation of existing Florida Power Light vault.

Sugar Sand Park Community Center: Review of the Test and Balance Report and recommendations for remedial work to reconcile temperature or humidity anomalies.

PRIME CONSULTANT

TLC Engineering Solutions

OWNER

City of Boca Raton
Wayne Anderson
Facilities Manager
201 W Palmetto Park Rd
Boca Raton, FL 33431
T: (561) 416-3391
wanderson@ci.boca-raton.fl.us

CONSTRUCTION COST

<\$2,000,000
(each project)

COMPLETION DATE

First Contract: 2003 – 2014
Second Contract: 2015 – Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



BROWARD COUNTY MEP ENGINEERING CONTINUING SERVICES

Fort Lauderdale, Florida

As a subconsultant to EAC Consulting, TLC has provided engineering services to Broward County for multiple projects since 2014. Task order projects include:

Broward Governmental Center Air Handling Units Replacement: Replaced 16 chilled water AHUs with energy-efficient ones providing optimal efficiency as well as adding new three-way chilled water control valves, sensors, gauges and isolation valves.

Broward County Annex Building Cooling Tower Replacement: Replaced cooling towers, condenser water pumps and condenser water piping. Cooling towers were sized for the load of the buildings and several options were investigated to minimize the impact to the existing structure. The new condenser water piping was designed to rough through the building, minimizing the impact to the existing building layout and operations.

Broward County Judicial Complex Chillers Replacement: Demolition and design of new replacement chillers. Evaluated the existing HVAC system serving the chiller room and proposed a new design to provide cooling to this chiller plant room, along with a provision on the piping system for future temporary chiller connection.

Broward County Main Library Air Handling Units: Prepared an assessment report, based on field verification of issues with the condensate drains and water leaks outside the coils in the AHU serving the library. Provided mechanical design for the implementation of these recommendations; the design is currently under Broward County review.

PRIME CONSULTANT

EAC Consulting
Donna Grace
Senior Project Manager
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126
T: (954) 714-2007
dgrace@eacconsult.com

OWNER

Broward County

CONSTRUCTION COST

< \$2 Million (each project)

COMPLETION DATE

Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



CITY OF LAUDERHILL FIRE STATION #110

Lauderhill, Florida

The two-story Lauderhill Fire Station No. 110 is connected to all public utilities and is equipped with a police sub-station, a fuel station, an emergency generator and a medical triage room. The 14,800 square foot facility also serves as the City of Lauderhill's back-up emergency operations center.

A key project goal was to build an energy-efficient fire station designed to meet LEED standards. Energy-saving steps were taken to achieve an energy-use reduction of nearly 25% with a cost savings of approximately \$5,000 per year from the ASHRAE 90.1 baseline. For instance, carbon monoxide sensors in the apparatus bay and the bunk room provide warning and start the mechanical ventilation system in those areas only when the concentration of carbon monoxide has reached a pre-determined level, which prevents unnecessary energy consumption while maintaining a healthy indoor environment.

In addition to being energy-efficient, the fire station incorporates a variety of water conservation strategies. The selection of water-efficient indoor plumbing fittings and fixtures resulted in a 34% reduction in water-use from the ASHRAE 90.1 baseline. This conserves 7,880 gallons of water a year, which not only provides lower utility costs for the City but also greatly reduces the use of this essential commodity. Other sustainability features that contributed to the fire station attaining LEED Silver certification include:

- Stormwater runoff usage so there is no offsite discharge. Because all runoff is retained on the site, the possibility of inadvertently polluting the county's stormwater system is eliminated
- Water-efficient landscaping resulting in a 50.35% reduction of potable and total water used to irrigate the site

PRIME CONSULTANT

West Architecture + Design LLC

OWNER

City of Lauderhill
J. Martin Cala
Engineering Division
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
T: (954) 418-9385
jmcala@lauderhill-fl.gov

SIZE

14,800 SF

CONSTRUCTION COST

\$2.5 million

COMPLETION DATE

2015

TLC SERVICES

Mechanical, Electrical, Plumbing,
LEED Administration, Fundamental
Commissioning, Energy Modeling

AWARDS

USGBC South Florida, Most
Outstanding Green Fire Station, 2018

Certified LEED v2009 NC Silver



CITY OF POMPANO BEACH POMPANO BEACH PUBLIC LIBRARY

Pompano Beach, Florida

This new 5,400 square foot library offers its occupants Wi-Fi connection throughout and a large meeting room with 1,000 square feet. The single-story beachside library also has a main lobby, staff lunch room, circulation room, reference desk area, work room and offices.

To meet the City of Pompano Beach's sustainability goal of LEED Certified for the project, TLC used energy modeling to analyze various design options and selected ones that would yield the most energy efficiency. Sustainability features that were implemented, including LED light fixtures, low-flow plumbing fixtures, occupancy sensors and demand-controlled ventilation yielded annual energy savings of 12% and a water use reduction of 37% over the baseline.

The library scored the most LEED points under the sustainable sites category for its close proximity to other community-related buildings and public transportation options. The maximum of three LEED points were achieved from providing 8% of preferred parking spaces for low-emitting and fuel-efficient vehicles.

Air conditioning is accomplished by three split system air handling units: one for the library, another for the meeting room and a third to condition the connective hallways / common spaces.

In high-occupancy areas of the library, a demand-controlled ventilation system with carbon dioxide sensors is used to adjust outside ventilation air based on the number of occupants, resulting in energy savings

PRIME CONSULTANT

West Architecture + Design LLC

OWNER

City of Pompano Beach

SIZE

5,400 SF

CONSTRUCTION COST

\$1.5 million

COMPLETION DATE

2015

TLC SERVICES

Mechanical, Electrical, Plumbing, Fire Protection, LEED Administration, Fundamental Commissioning, Energy Modeling

Certified LEED v2009 NC



PROJECT TEAM FORM

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 FOR THE RLI IN THE EBID SYSTEM.

PROJECT TEAM

RLI NUMBER E-27-20

Federal I.D.# 59-1228645

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Erick Gonzalez, PE</u>	<u>26</u>	<u>B.S., M.S.</u>
Project Manager	<u>Aniel Fernandez, PE</u>	<u>25</u>	<u>B.S.</u>
Asst. Project Manager	<u>Vincent McNish, PE</u>	<u>29</u>	<u>B.S., M.S.</u>
Other Key Member	<u>Alex Cumbee, PE</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>Giselle Albisu</u>	<u>22</u>	<u>B.S.</u>

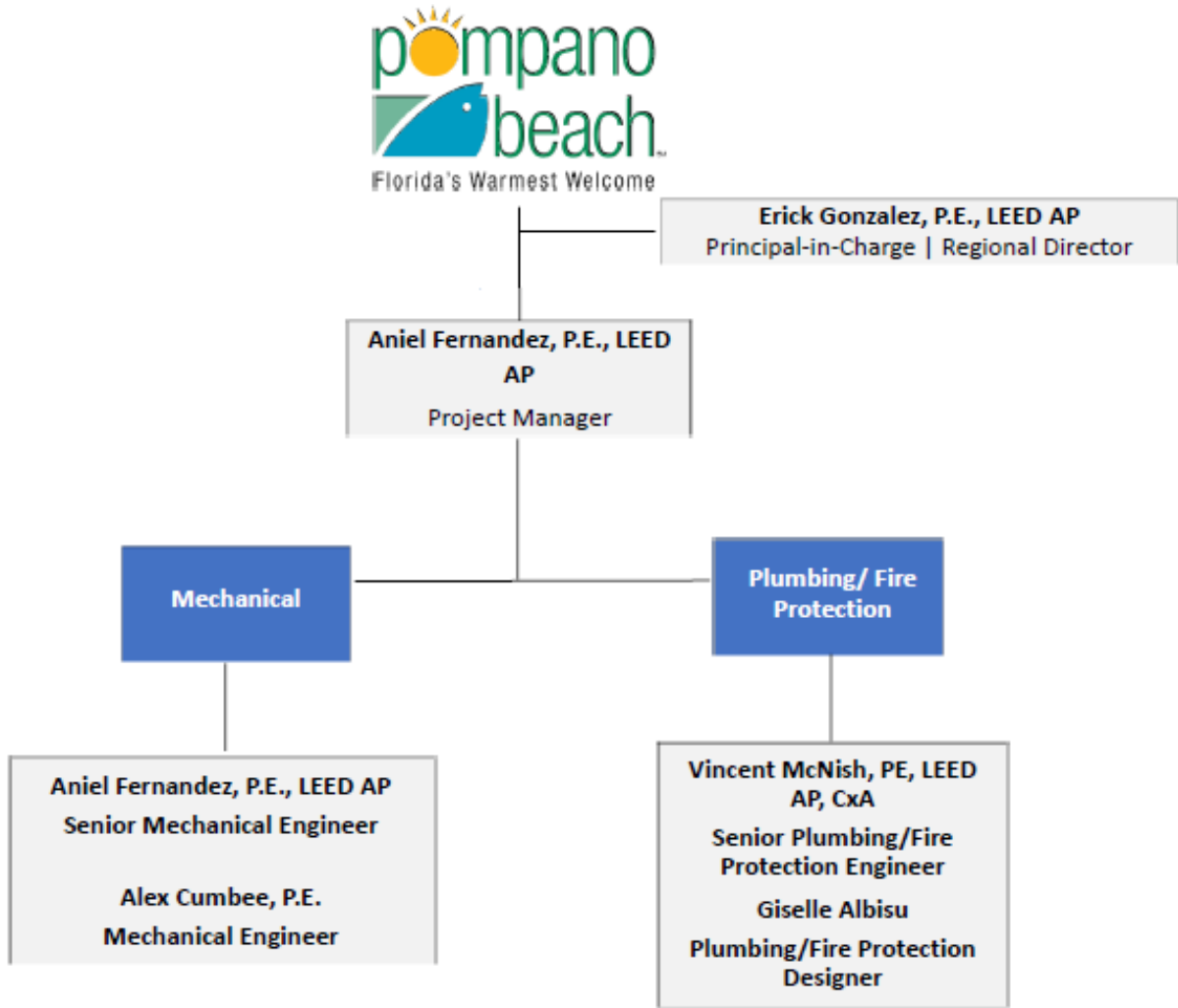
SUB-CONSULTANT

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)



ORGANIZATIONAL CHART





STATEMENT OF SKILLS AND EXPERIENCE OF THE PROJECT TEAM

TLC has provided engineering services for various **municipal facilities**. We understand that these projects require flexibility, redundancy and survivability that our engineers address by incorporating efficient low energy and water saving features into its designs. LED lighting, security systems and low water consumption plumbing fixtures for restroom facilities are some of the strategies commonly applied to recreational centers, parks and community centers.

Experience with City of Pompano Beach

The TLC team led by Aniel Fernandez provided mechanical, electrical, plumbing and fire protection engineering services as a sub-consultant for the new Pompano Beach Public Library completed in 2015. Some highlights of the project include:

- Single-story, 5,400 sf library
- Includes large meeting room, lunch room and offices
- 12% annual energy savings
- 37% reduction of water use over the baseline
- Demand-controlled ventilation system in high-occupancy areas
- Efficient interior lighting fixtures and occupancy sensors



In the past five years, the selected team has significant municipal experience including the City of Coral Springs Municipal Complex, City of Riviera Beach CRA and the City of Sunrise Municipal Complex, [all three of these projects include several components such as office areas, storage, and parking areas.](#)

Regarding [recreational facilities](#), our experience includes the City of Miami Springs Aquatic Center, City of Deerfield Beach Community Center, Crandon Park Tennis Center renovations (design only), and Village of Wellington Community and Tennis Center.

Our recent [public safety experience](#) includes the City of Lauderdale Fire Station 110, City of Tamarac Fire Stations 36 and 78, City of Miramar Police Headquarters Design Criteria, City of Palm Beach Gardens Municipal Complex, and the City of Miami Beach Police Headquarters renovation, currently under design.





RESUMES OF KEY PERSONNEL

ERICK GONZALEZ, PE, LEED AP Regional Director | Mechanical | Principal

BACKGROUND

Erick has extensive engineering management experience and specializes in the design of complex HVAC systems, including controls, plumbing and fire protection systems. As a LEED AP, he is a specialist in integrated building practices and designing systems that deliver quality indoor environments. Erick excels in providing environmentally friendly, innovative and cost effective solutions for high-performance HVAC designs.

EXPERIENCE

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. / MEP

City of Hallandale-Sunrise Park, Hallandale, Florida

Electrical, plumbing and fire protection engineering services for a park that includes a 2,000 sf park building, security lighting, plus park site lighting for a 2.4 acre site located in Hallandale, Florida.

City of Deerfield Community Center, Deerfield Beach, Florida

Project consists of MEP and FP Services for the construction of a 2400 SF single level community center and associated amenities in Deerfield Beach, FL. LEED or Commissioning services are not required by the project, but energy savings elements will be considered where possible. Building will have 2 Multipurpose rooms and support spaces. \$15,000 / 2,400 sf

City of Lauderhill Fire Station 110, Lauderhill, Florida

New 15,000 sf, two-story fire station with living quarters for a staff of seven, offices, storage rooms and police offices, plus related spaces such as parking, fuel station, emergency generator and connection to all public utilities. The second floor serves as an emergency operations center. Certified LEED NC 2009 Silver. 2018, USGBC South Florida, Most Outstanding Green Fire Station. \$2.5 million / 15,000 sf

City of Sunrise Municipal Complex, Sunrise, Florida

Multiple building complex including 100,000 sf city hall building, water park, amphitheater and 800-car parking garage. \$40 million / 371,000 sf



EDUCATION

Florida International University
M.S., Engineering-Construction
Management
2008
University of Havana
B.S., Mechanical Engineering
1994

YEARS OF EXPERIENCE

TLC: 9 years
Prior: 16 years

REGISTRATIONS

PE FL 53848

CERTIFICATIONS

LEED AP, GBCI
NCEES, NCEES

PROFESSIONAL AFFILIATIONS

USGBC, Member
ASHRAE, Member
NFPA, Member



ANIEL FERNANDEZ, PE, LEED AP
 Senior Project Engineer | Mechanical | Associate

BACKGROUND

Aniel has over 19 years of experience in mechanical design, consulting engineering and management. His project experience includes: schools, clean rooms, production plants, laboratories, medical office buildings, kitchen ventilation design, and commercial office buildings. His field experience includes mechanical and plumbing inspections, and plan review in both fields. Aniel uses energy simulation software tools to evaluate energy performances which are utilized for conceptual facility designs, State and Federal code compliance, LEED certifications, Energy Star certifications and AIA 2030 Challenge calculations.

EXPERIENCE

Broward County Judicial Complex Switchgear and Generator, Fort Lauderdale, Florida

The project consists of mechanical, electrical, plumbing and fire protection engineering services for the electrical design for the replacement of the existing electrical service and emergency generators in the Broward County Courthouse building. The project consists of replacing the aging switchgear and generators to new upgraded equipment \$600,000/1,000 sf

Village of Wellington Tennis and Community Center, Wellington Florida

Two-phase project that will provide the Village of Wellington and its residents a state-of-the-art 2,400 sf tennis facility and a 25,000 sf community center. Phase I includes 21 hydro clay courts and a two-story 5,500 sf Tennis Pro Shop. The courts are designed with cabanas and drinking fountains for the players. Phase 2 includes the new center complete with meeting and conference rooms, a ball room, commercial kitchen facilities and offices. \$3 million / 27,400 sf

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. /

City of Palm Beach Gardens Municipal Complex, Palm Beach Gardens, Florida

MEP/FP Engineering services for the renovation and expansion of the City Hall, Police Station and Fire Department / \$7 million

City of Tamarac Fire Station 36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf



EDUCATION

University of Havana
 B.S., Mechanical Engineering
 1994

YEARS OF EXPERIENCE

TLC: 6 years
 Prior: 18 years

REGISTRATIONS

PE FL 66841

CERTIFICATIONS

LEED AP, GBCI



VINCENT L. MCNISH, PE, LEED AP, CPD, CxA
Senior Project Engineer / Associate

BACKGROUND

Vincent has 22 years of experience in all phases of mechanical engineering analysis and design for HVAC systems for all building types including educational, commercial and industrial facilities. His areas of expertise are various types HVAC systems, central cooling and heating plants, building pressure and thermal load analysis, building energy conservation related to HVAC systems. Plumbing experience involves commercial and residential building configurations, systems design and code compliance studies. Fire Protection designs include wet, dry and pre-action systems experience. Several types of hazards occupancies include low and medium high-rise commercial and residential buildings. He is Certified in Plumbing Design (CPD) as well as a Professional Engineer (PE) and a Certified Commissioning Authority (CxA).

EXPERIENCE

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. /

City of Miramar Police Headquarters Building, Miramar, Florida

Design criteria for a new headquarters integrated into an existing parking garage structure. The new three-story structure will provide retail space at the ground floor and police department on the second and third floors. 80,000 sf

City of Miramar Police Substation, Miramar, Florida

Stand-alone facility with patrol related spaces, short-term holding cells, locker room and showers, administration and public spaces. 9,000 sf

City of Plantation Police Department Firing Range, Plantation, Florida

New single-story state-of-the-art training facility to replace existing outdated building. Design includes a 50-yard indoor gun range, classroom, various support rooms and a new vehicle maintenance garage. Project consists of MEP/FP and technology professional design services for detailed spatial needs assessment, site analysis, and master planning. \$4 million / 15,000 sf

City of Tamarac Fire Station 36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf



EDUCATION

Florida International University
M.S., Mechanical Engineering
1992
University of West Indies
B.S., Mechanical Engineering
1984

YEARS OF EXPERIENCE

TLC: 20 years
Prior: 8 years

REGISTRATIONS

PE FL 53287



ALEX CUMBEE, PE
 Engineer | Mechanical

BACKGROUND

Alex has six years of experience as a mechanical engineer at the TLC South Florida Office. He has extensive experience in mechanical engineering design for multiple project types. His field experience includes evaluation of existing conditions, mechanical inspections and plumbing inspections. Alex utilizes multiple computer based software, like AutoCAD and Revit, to achieve a high level of design quality and coordination among trades. He uses energy simulation software tools to evaluate energy performances which are utilized for conceptual facility designs, State and Federal code compliance, LEED certifications, Energy Star certifications and AIA 2030 Challenge calculations.

EXPERIENCE

Broward County Judicial Complex North Tower Chillers Replacement, Fort Lauderdale, Florida

Demolition and design for replacement of existing chillers as well as design of a new HVAC system to serve the chiller room and to replace the existing exhaust system.

City of Deerfield Beach Community Center, Deerfield Beach, Florida

Project consists of MEP and FP Services for the construction of a 2400 SF single level community center and associated amenities in Deerfield Beach, FL. LEED or Commissioning services are not required by the project, but energy savings elements will be considered where possible. Building will have 2 Multipurpose rooms and support spaces. \$15,000 / 2,400 sf

City of Plantation Police Department Firing Range, Plantation, Florida

New single-story state-of-the-art training facility to replace existing outdated building. Design includes a 50-yard indoor gun range, classroom, various support rooms and a new vehicle maintenance garage. Project consists of MEP/FP and technology professional design services for detailed spatial needs assessment, site analysis, and master planning. \$4 million / 15,000 sf

City of Tamarac Fire Station #36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf

City of Palm Beach Gardens Municipal Complex, Palm Beach Gardens, Florida

MEP/FP Engineering services for the renovation and expansion of the City Hall, Police Station and Fire Department / \$7 million



EDUCATION

Clemson University
 B.S., Mechanical Engineering
 2011

YEARS OF EXPERIENCE

TLC: 6 years

REGISTRATIONS

PE FL 82320



GISELLE ALBISU
 Engineer | Plumbing/Fire Protection

BACKGROUND

Giselle has more than 10 years of experience in plumbing engineering and infrastructure analysis for multiple project types. Her experience involves commercial properties including office spaces, retail and restaurants in the South Florida. She has extensive experience in residential properties including apartments and condominiums especially high-rises. As a strong member of TLC South Florida plumbing team, Giselle is proficient in Revit and sustainable plumbing design for LEED Certification.

EXPERIENCE

City of Plantation Deike Auditorium, Plantation, Florida

Design/Build project consisting of multiple renovations to a 8,345 sq. ft facility used for meetings and cultural events throughout the year. Renovations include lighting renovations, air conditioning system replacements, renovations to four restrooms, kitchen renovation. \$2 million / 8,345 sf

City of Miramar Police Headquarters Building, Miramar, Florida

Design criteria for a new headquarters integrated into an existing parking garage structure. The new three-story structure will provide retail space at the ground floor and police department on the second and third floors. Provided security design for OnSSI Occularis CCTV. 80,000 sf Certified LEED NC 2009 Gold.

City of Plantation Key Courthouse, Plantation Key, Florida

Two-story courthouse facility containing three courtrooms, offices for the judges and clerks, as well as the state attorney's office, clerk of court and drug administration area with a one story 12,000 sf all-male detention center facilitating up to 54 inmates and staff in a secure area. 30,000 sf

City of Sunrise Municipal Complex, Sunrise, Florida

Multiple building complex including 100,000 sf city hall building, water park, amphitheater and 800-car parking garage. \$40 million / 371,000 sf

City of Miami Gardens Bunche Park, Miami Gardens, Florida

New two-story recreation center with a multipurpose gymnasium and basketball court. \$3.5 million / 20,000 sf

Florida Atlantic University General Classroom Building Renovation, Boca Raton, Florida

The project consists of the renovation of approximately a 9,660 sf area on the second floor of the General Classroom South Building. The renovation includes office space, training area, tutoring area, one-on-one learning, faculty breakroom and student activity/study area.



EDUCATION

Jose Antonio Echeverria
 Technological University (CUJAE)
 B.S., Civil Engineering
 1996

YEARS OF EXPERIENCE

TLC: 12 years
 Prior: 10 years



OFFICE LOCATION

Our South Florida Division will be leading these categories with 35 staff members. Our Deerfield Beach office located at 800 Fairway Drive, Suite 250, has 9 employees and counts with the support of the 26 additional team members in our Miami office located at 5757 Blue Lagoon Drive, Suite 400, Miami, Florida.

The office that will provide Mechanical and Plumbing Engineering services for the City of Pompano Beach is our Deerfield Beach office.

Discipline	Firm-wide	Broward	Miami-Dade
Administrative	53	2	2
CADD Technicians / Interns	38	1	4
Communications Engineer/Specialist/Designer	23	-	2
Computer Operations/Network Manager	6	-	
Construction Inspector	1	-	1
Electrical Engineer / EI / Designer	91	2	7
Fire/Life Safety Engineer	2	-	
Mechanical Engineer / EI / Designer	139	4	10
Structural Engineer / EI / Designer	21	-	
PEs (included above)	97	3	6
RCDDS (included above)	6		
LEED APs (included above)	76	2	9
CxAs (included above)	21	1	
Total:	374	9	26



LOCAL BUSINESS FORMS

Uploaded as attachments.



LITIGATION

TLC Engineering Solutions, Inc. is a national engineering firm with 65+ years of successfully completed projects. That large volume of projects, as well as the many jurisdictions where we provide services subjects us to periodic claims and litigations, the majority of which involve the entire design team, regardless of our performance. None of our past or current claims have impacted our financial stability or our ability to provide quality services. A summary of our claims/litigation in the past five years follows. Should additional information be required, please contact us.

Pending:

Health Care District of Palm Beach County, Palm Beach, FL / 15th Judicial Circuit Florida. 50-2017-CA-003123
Parties: Health Care District of Palm Beach Count v. TLC / Cause/Status: 558 Claim/Open

Doseum, San Antonio, TX / Bexar County Court. 2019-CI-29995
Parties: Doeseum vs Lake Flato, Guido Brothers and TLC / Cause/Status: Alleged Breach of Contract

736 First Street, Miami, FL / 11th District Court / 2015-CA-029220
Parties: First Street Development, LLC v Stantec, Inc. Cause/Status: Third Party Claim

Closed:

Signature Place Condo Association, St. Petersburg, FL / 6th Judicial District Florida 14-007438-CI
Parties: Signature Place Condominium Association / TLC / Cause/Status: 558 Claim/Confidential settlement 2-17

Southgate Towers, Miami, FL / 11th Judicial District Florida 2017-010182-CA-01 / Parties: Southgate Towers, LLLP v. Stantec Architecture, Inc./ Cause/Status: Settled with no admission of liability on the part of TLC 9-17

Jackson St Condo Association, Orlando, FL / 9th Judicial District Florida 2016-CA-003325 / Parties: Jackson Condo. Assoc. V. Ba Jackson St Condos. LLLC et al / Cause/Status: Alleged code violations; Dismissed with prejudice 10-17

The Gale Hotel, Miami Beach, FL / 11th Judicial Circuit Florida 2014-022367-CA-01 / Parties: American Automobile Insurance Co vs GT McDonald Enterprises, Pinnacle Engineering, Coastal Systems, TLC; Collins Hotel Associates / Cause/Status: Subrogation claim for sewage back-up / Settled 11-17

Leon County Educational Facilities Auth, Tallahassee, FL / 2nd Judicial District Florida 2014 CA 389 / Parties: Leon County Educational Fac. v Capston; PGAL, TLC / Cause/Status: Building envelope concerns/Settled 2-18

Toscana Bay Condo, Miami, FL / 11th Judicial District Florida. 2015-021747-CA-01 / Parties: Toscano Condo Assoc. v. NBWW v. TLC (TLC brought in as a 3rd party by NBWW) / Cause/Status: No defects found in TLC designs; zero damages paid. Closed 11-18

Villa Verde Condo Association, Cocoa Beach, FL / 18th Judicial Circuit Florida, 05-2014-CA-025592 / Parties: Ville Verde v. Sentinel Gap / Cause/Status: Balcony collapse/Agreement reached. Closed 11-18

Paramount Bay Condo, Miami, FL / 11th Judicial Circuit Florida. 2015-011061-CA-01 / Parties: Paramount Bay Condo. Assoc. et al v. Royal Palm Holding LLC et al / Cause/Status: Settled 1-19

MidBlock Miami Condo, Miami, FL / 11th Judicial Circuit Florida. 2018-012860-CA-01 / Parties: Midblock Miami Condo Assoc. v. MBLOCK Investors, LLC / Cause/Status: 558 Claim/Settled. Settled 9-19

Terra Beachside Condos, Miami Beach, Florida / 11th Judicial District Florida 2015-017400-CA-01 / Parties: Terra Beachside Condominium Association, Inc. V. Td Collins, TLC, et al / Cause/Status: Settled 12-19

WPN Property Holdings / Wells Pharmacy, Gainesville, FL / 5th Judicial Circuit Florida. 2017-CA-000928-AX
Parties: WPN Property Holdings vs Feasterco Construction, TLC, A. Johnson / Cause/Status: Settled 1-20

Moorings Park, Naples, Florida / 20th Judicial Circuit FL. 2017-CA-1914
Parties: Suffolk Construction vs Page Mechanical / Cause/Status: Equitable Adjustment / Settled 5-20



THINK. LISTEN. CREATE.®

www.tlc-engineers.com



TLC Standard Hourly Rates
Professional Engineering Services

TLC Engineering Solutions, Inc.

BILLING FACTOR	DESIGNATION	BILLING RATES
6	Director	\$ 230
5	Senior Engineer, Manager	\$ 190
4	Project Engineer, Manager	\$ 155
3	Engineer, Specialist	\$ 125
2	Graduate Engineer, Designer, Administrative Secretary	\$ 100
1	Technician, Secretary, Intern, Clerical	\$ 75

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate
Effective February 15, 2021

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

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

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

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED TLC Engineering Solutions, Inc. 255 South Orange Avenue Suite 1600 Orlando, FL 32801	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-27-20**

**CONTINUING CONTRACT FOR MECHANICAL AND
PLUMBING ENGINEERING DESIGN 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-27-20

CONTINUING CONTRACT FOR MECHANICAL AND PLUMBING ENGINEERING DESIGN
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 mechanical and plumbing engineering and design 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 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](#)
- Roadway, Streetscape or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- Force Main projects.
- Lift station/pump station rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall and dock construction and repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support and compliance.

- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition Projects

A. Scope of Services

The City intends to issue multiple contracts to professional firms to provide continuing mechanical and plumbing engineering and design 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:

- Provide designs/redesigns of mechanical systems for renovations of existing buildings
- Provide design of mechanical systems for new building construction
- Investigate Equipment/System Failures
- Conduct/Provide Test and Balance Reports
- HVAC design, gas, ductwork, LEED requirements, risers, stacks, ventilation, Health dept approvals, building sewer/water supply, pools, pumps, chillers, cooling towers, kitchen hood and equipment, and fire suppression.

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 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
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX 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

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: 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.

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY 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.

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

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

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

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

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

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

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 	0-15
2	Qualifications of personnel including sub consultants: <ul style="list-style-type: none"> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: 	0-15

- (1) Number of licensed staff
 (2) Education of staff
 (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15
 a. Location
 b. Number of staff at the nearest office
- 4 Current and Projected Workload 0-15
 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
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15
 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.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15
 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.
- 7 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.) 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. 3rd 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**

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

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) ⁽²²⁾	Contractor Name – Authorized Personnel (sign) ⁽²³⁾	Title ⁽²⁴⁾	Date ⁽²⁵⁾
--	---	-----------------------	----------------------

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.

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

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

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

- | | |
|---------------------|-----------------------|
| _____ an individual | _____ a corporation |
| _____ a partnership | _____ a joint venture |

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

at the following price: _____

(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

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: _____

LOCAL BUSINESS EXHIBIT "D"



Erick Gonzalez, PE, LEED AP
Principal | Regional Director
800 Fairway Drive, Suite 250, Deerfield
Beach, FL 33441
954.918.9096
Fax 954.918.9296
erick.gonzalez@tlc-eng.com

Continuing Contract for Mechanical and Plumbing Engineering Design Services

City of Pompano Beach

**REQUEST FOR LETTERS
OF INTEREST E-27-20**

August 24, 2020



TITLE PAGE

Project Name:

City of Pompano Beach

Request for Letters of Interest

Continuing Contract for Mechanical and Plumbing Engineering Design Services

Project Number:

E-27-20

Proposer:

TLC Engineering Solutions, Inc.

800 Fairway Drive, Suite 250

Deerfield Beach, FL 33431



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August 24, 2020

City of Pompano Beach
Purchasing Division
 10500 North Military Trail,
 Palm Beach Gardens, Florida 33410

Dear Sir:

Responsiveness, efficient engineering design, unmatched experience in energy conservation and extensive knowledge about educational facilities infrastructure are critical attributes that qualify TLC Engineering Solutions, Inc. (TLC) for the Continuing Contract for Mechanical and Plumbing Engineering Design Services.

Our recent experience consists of several assignments similar to this contract. The team selected has provided continuing engineering design services for municipalities and educational institutions in South Florida. These contracts included analysis of HVAC systems, Air Handling Unit replacements for several municipal facilities and solving ventilation issues. All of these projects had a construction cost of less than \$4,000,000. Some of our recent clients include City of Miami Beach, Broward County, City of Boca Raton, Florida International University and Florida Atlantic University.

We also have experience working with the City of Pompano Beach. As a sub-consultant to the team of West Architecture + Design, we provided MEP Engineering services for the \$1.5 million Pompano Beach Public Library. Our scope of work included mechanical, electrical, plumbing and fire protection engineering services as well as LEED Administration, Commissioning, Energy Modeling and Sustainability Consulting. The project achieved LEED NC Certification.

At TLC Engineering Solutions, Inc. we are continuously learning and growing, and it is that commitment to constantly evolve that led to our new brand. Our mission to **THINK** boldly, **LISTEN** attentively, and **CREATE** passionately serves as the blueprint that guides our promise of extreme service to our clients. TLC Engineering Solutions continues to provide high performance engineering design, consulting and energy services. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we are an industry leader with expertise in diverse markets, from education to healthcare to aviation.

TLC was an early adopter of BIM, resulting in years of experience in creating streamlined designs that are integrated with architectural partners, support construction activities and achieve clients' goals. Our standard design and production tools include Revit MEP, Revit Structural and IESVE for Engineers for energy modeling and design analysis. We have experience in coordinating models via Navisworks, leveraging third-party software to enhance efficiency while using integrated project delivery to gain constructability and real-time cost data.



I will be the Principal-in-charge for the contract and will work closely with the Project Manager to make sure that all the necessary resources are assigned appropriately. In our previous experience, our South Florida team was able to respond to multiple needs. We were involved in small projects including HVAC and Electrical upgrades as well as more complex projects. Always with the TLC quality of work regardless of the size of the project.

The contacts authorized for this contract are the following:

Erick Gonzalez, PE
Principal/South Florida Operations Director
800 Fairway Drive, Suite 250
Deerfield Beach, FL 33431
T: 954.418.9096
M: 305.608.8496
erick.gonzalez@tlc-eng.com

Aniel Fernandez, PE
Senior Mechanical Engineer
800 Fairway Drive, Suite 250
Deerfield Beach, FL 33431
T: 954.418.9096
M: 954.604-7423
aniel.fernandez@tlc-eng.com

Each assignment will have a task leader, who will assure that each project is completed on time and within budget under the supervision of the Project Manager. Each project will be handled by an engineering team with specific expertise and knowledge of the particular systems affected. Our organizational structure will provide the capacity, expertise and flexibility to meet the fast paced unexpected challenges that are an integral part of a contract of this type.

We welcome this opportunity to present a detailed view of our experience and capabilities in our RFQ response and will be happy to answer any additional questions or comments that you may have. TLC is delighted to have the opportunity to continue working with City of Pompano Beach and build a successful and long professional relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erick Gonzalez".

H. Erick Gonzalez, PE, LEED AP
Principal/Regional Director
Erick.Gonzalez@tlc-eng.com
M: (305) 608-8496



TECHNICAL APPROACH

Our Method of Approach to handle continuing services contracts consists of focusing in each design phase appropriately. The challenge of continuing services contracts is to keep facilities operational while responding to a fast-tracked project. Some variations to our approach are considered based on the size and schedule expectations of the project.

Evaluation of Existing Conditions

Of particular importance in dealing with an existing facility is the assignment of adequate time and effort to verify existing conditions that impact the work. Additionally, the assigned staff from our team needs to understand how even a relatively minor scope of work can impact the greater operating systems of an existing facility. Information obtained from Record Documents cannot be the primary verification source for the designers as many minor construction deviations are sometimes not well documented in Record Documents and the nature of these buildings requires local facilities staff to make minor operational changes over the life of the facility. It will be essential for our team to be provided with direct access to facility staff at each location to properly understand the operations of each building and how the contemplated project may impact operations.



Budget and Negotiation

Our designated project manager will work with the designated City of Palm Beach Gardens representative to ensure the project budget is adequately defined and a reasonable fee is assigned to each task to accomplish the work. We will provide all information necessary including assignment of hours per discipline and for each submittal. Our main goal will be to assist the City's Project Manager in meeting the budget expectations of the project.

Define Goals and Schedule

These projects are small in scope and complexity but are crucial to the City to maintain their operation, so completion of these projects on time, keeping design quality at the forefront of our service allowed the City to quickly address the projects forecasted for the fiscal year within the budget allocated for them.

Monitoring Design and Quality Control

To monitor our continuing services contracts, we assign a Project Manager who will be the main point of contact for the owner. The Project Manager is responsible to monitor the staff who will be working on multiple assignments. At the same time, the Senior Engineers for each discipline closely review the design approach for each assignment and coordinate the assignment of resources with the Project Manager.

Standardized procedures and clearly defined lines of communication streamline project administration. In-house coordination is continuous during project design at the project management level dealing with schedules, performance criteria and costs. Coordination also is accomplished between engineering disciplines for resolution of specific interface areas. Coordination meetings are scheduled weekly, or as necessary, to ensure all project requirements are being addressed throughout the design process.





Period peer reviews and final document quality checks are used to review technical design and coordination. TLC's depth of personnel allows simultaneous review of individual disciplines by an independent senior registered engineer providing a "fresh set of eyes" review capability. The project manager is ultimately responsible for interdisciplinary coordination requirements and operates as a final check for design engineer coordination.

Construction Administration

The construction phase for small projects develops in a very fast track. TLC assists the Client/Owner during the preparation of the bid, evaluation of responses and finally recommendation for award. Our key designers stay involved from the initial pre-bid meeting and conduct periodic field visits and issuing reports noting deficiencies, concerns and areas requiring correction.



SCHEDULE

Once TLC is assigned with a task order for this contract, our estimated timeline to provide the tasks will be as follows:

Task	Timeline
Evaluation of existing conditions Based on the scope and complexity of the project, the site evaluation may be completed in 2 days	48 hours after Notice to Proceed
Budget and Negotiation <ul style="list-style-type: none"> - Analysis of existing conditions - Discuss findings with project manager - Estimate effort - Develop fee proposal 	3 to 5 days Submitting for review and incorporating comments from the City for final submittal
Define Goals and Schedule <ul style="list-style-type: none"> - Collaborate with project manager and other stakeholders - Determine milestones - Finalize schedule 	3 to 5 days This task can be completed at the same time as the previous one depending on availability of City staff.
Design Development Based on the project complexity and scope of work	Less complex projects can be completed in 2 to 3 weeks More complex projects can be completed in 4 to 6 weeks.
Quality Control Completed promptly right after completion of each design phase before submitting final drawings to the City	Concurrent with design work. Final QA/QC will be 3-4 days before final submittal.
Construction Administration Based on the project complexity and scope of work	Respond to bidders' questions in 2-3 days Respond to RFI and shop drawings in 3-5 days Weekly site visits depending on construction period



REFERENCES



CITY OF MIAMI BEACH MEP ENGINEERING CONTINUING SERVICES

Miami Beach, Florida

TLC has held two consecutive continuing services contract with the City of Miami Beach since 2009. Task order projects that TLC has worked on under these contracts include:

777 Building HVAC Replacement: TLC designed a new energy-efficient, water-cooled chilled water system for this five-story building, including variable air volume air handlers with electronic DDC controls.

City Hall Fire Alarm Upgrade: The existing fire alarm system remained in place until the code-compliant fire alarm system had been installed and approved by the City of Miami Beach Fire Department.

City Hall AHU Replacement: One of the main challenges was to keep the building operational during the replacement of nine AHUs. Improvements to the chilled water system were completed as well. TLC retrofitted of the building automation in order to accommodate the more modern and energy-efficient technologies included in this effort.

Fire Station #4 Assessment and HVAC Upgrades: Detailed site investigation for the two-story fire station included analysis of existing HVAC and electrical systems. TLC subsequently designed and implemented the replacement of all existing AHUs.

10th Street Auditorium & Bass Museum of Art: Replacement of the building automation system, including master controllers, backbone and user interface.

Police Station Renovations: Renovations involved replacement of variable frequency drives for all eight air handling units, along with replacement of all VAV boxes.

PRIME CONSULTANT

TLC Engineering Solutions

OWNER CONTACT

City of Miami Beach
Jorge Guanchez
 Facilities Capital Project Coordinator
 Property Management Division
 1833 Bay Road
 Miami Beach, Florida 33139
 T: (305) 673-7000
JorgeGuanchez@miamibeachfl.gov

CONSTRUCTION COST

< \$2 Million (each project)

COMPLETION DATE

First Contract: 2009 – 2014
 Second Contract: 2015 – Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



CITY OF BOCA RATON MEP ENGINEERING CONTINUING SERVICES

Boca Raton, Florida

TLC has been working with the City of Boca Raton since 2003 under two consecutive continuing services contracts. Recent projects have consisted of assessments for several of their facilities and HVAC upgrades as a result of the recommendations provided by TLC. All facilities remained operational during renovations.

Selected task order projects completed under these contracts include:

CCTV for City Parks: CCTV system to provide coverage of the parking lots in Sugar Sand Park, Lake Wyman Community Park, Patch Reef Park, Hughes Park and Sand Pine Park.

City Hall: An addition to the IT room required the design of back-up A/C, UPS and dry chemical fire suppression, as well as upgrading existing chillers.

Municipal Library: Extensive charrettes involving the community and library staff led to the programming of a new building that incorporates green technologies and materials and is eligible for LEED Certification. The library includes areas for collections, computers, patron seating, employee workspace and public amenities such as a coffee bar, bookstore and 200-seat multipurpose meeting room.

City Hall and Community Center: Upgrades for the connections from the relocated transfer switches to the City Hall/Community Center, including exhaust ventilation of existing Florida Power Light vault.

Sugar Sand Park Community Center: Review of the Test and Balance Report and recommendations for remedial work to reconcile temperature or humidity anomalies.

PRIME CONSULTANT

TLC Engineering Solutions

OWNER

City of Boca Raton
Wayne Anderson
Facilities Manager
201 W Palmetto Park Rd
Boca Raton, FL 33431
T: (561) 416-3391
wanderson@ci.boca-raton.fl.us

CONSTRUCTION COST

<\$2,000,000
(each project)

COMPLETION DATE

First Contract: 2003 – 2014
Second Contract: 2015 – Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



BROWARD COUNTY MEP ENGINEERING CONTINUING SERVICES

Fort Lauderdale, Florida

As a subconsultant to EAC Consulting, TLC has provided engineering services to Broward County for multiple projects since 2014. Task order projects include:

Broward Governmental Center Air Handling Units Replacement: Replaced 16 chilled water AHUs with energy-efficient ones providing optimal efficiency as well as adding new three-way chilled water control valves, sensors, gauges and isolation valves.

Broward County Annex Building Cooling Tower Replacement: Replaced cooling towers, condenser water pumps and condenser water piping. Cooling towers were sized for the load of the buildings and several options were investigated to minimize the impact to the existing structure. The new condenser water piping was designed to rough through the building, minimizing the impact to the existing building layout and operations.

Broward County Judicial Complex Chillers Replacement: Demolition and design of new replacement chillers. Evaluated the existing HVAC system serving the chiller room and proposed a new design to provide cooling to this chiller plant room, along with a provision on the piping system for future temporary chiller connection.

Broward County Main Library Air Handling Units: Prepared an assessment report, based on field verification of issues with the condensate drains and water leaks outside the coils in the AHU serving the library. Provided mechanical design for the implementation of these recommendations; the design is currently under Broward County review.

PRIME CONSULTANT

EAC Consulting
Donna Grace
Senior Project Manager
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126
T: (954) 714-2007
dgrace@eacconsult.com

OWNER

Broward County

CONSTRUCTION COST

< \$2 Million (each project)

COMPLETION DATE

Ongoing

TLC SERVICES

Mechanical, Electrical, Plumbing



CITY OF LAUDERHILL FIRE STATION #110

Lauderhill, Florida

The two-story Lauderhill Fire Station No. 110 is connected to all public utilities and is equipped with a police sub-station, a fuel station, an emergency generator and a medical triage room. The 14,800 square foot facility also serves as the City of Lauderhill's back-up emergency operations center.

A key project goal was to build an energy-efficient fire station designed to meet LEED standards. Energy-saving steps were taken to achieve an energy-use reduction of nearly 25% with a cost savings of approximately \$5,000 per year from the ASHRAE 90.1 baseline. For instance, carbon monoxide sensors in the apparatus bay and the bunk room provide warning and start the mechanical ventilation system in those areas only when the concentration of carbon monoxide has reached a pre-determined level, which prevents unnecessary energy consumption while maintaining a healthy indoor environment.

In addition to being energy-efficient, the fire station incorporates a variety of water conservation strategies. The selection of water-efficient indoor plumbing fittings and fixtures resulted in a 34% reduction in water-use from the ASHRAE 90.1 baseline. This conserves 7,880 gallons of water a year, which not only provides lower utility costs for the City but also greatly reduces the use of this essential commodity. Other sustainability features that contributed to the fire station attaining LEED Silver certification include:

- Stormwater runoff usage so there is no offsite discharge. Because all runoff is retained on the site, the possibility of inadvertently polluting the county's stormwater system is eliminated
- Water-efficient landscaping resulting in a 50.35% reduction of potable and total water used to irrigate the site

PRIME CONSULTANT

West Architecture + Design LLC

OWNER

City of Lauderhill
J. Martin Cala
Engineering Division
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
T: (954) 418-9385
jmcala@laudershill-fl.gov

SIZE

14,800 SF

CONSTRUCTION COST

\$2.5 million

COMPLETION DATE

2015

TLC SERVICES

Mechanical, Electrical, Plumbing,
LEED Administration, Fundamental
Commissioning, Energy Modeling

AWARDS

USGBC South Florida, Most
Outstanding Green Fire Station, 2018

Certified LEED v2009 NC Silver



CITY OF POMPANO BEACH POMPANO BEACH PUBLIC LIBRARY

Pompano Beach, Florida

This new 5,400 square foot library offers its occupants Wi-Fi connection throughout and a large meeting room with 1,000 square feet. The single-story beachside library also has a main lobby, staff lunch room, circulation room, reference desk area, work room and offices.

To meet the City of Pompano Beach's sustainability goal of LEED Certified for the project, TLC used energy modeling to analyze various design options and selected ones that would yield the most energy efficiency. Sustainability features that were implemented, including LED light fixtures, low-flow plumbing fixtures, occupancy sensors and demand-controlled ventilation yielded annual energy savings of 12% and a water use reduction of 37% over the baseline.

The library scored the most LEED points under the sustainable sites category for its close proximity to other community-related buildings and public transportation options. The maximum of three LEED points were achieved from providing 8% of preferred parking spaces for low-emitting and fuel-efficient vehicles.

Air conditioning is accomplished by three split system air handling units: one for the library, another for the meeting room and a third to condition the connective hallways / common spaces.

In high-occupancy areas of the library, a demand-controlled ventilation system with carbon dioxide sensors is used to adjust outside ventilation air based on the number of occupants, resulting in energy savings

PRIME CONSULTANT

West Architecture + Design LLC

OWNER

City of Pompano Beach

SIZE

5,400 SF

CONSTRUCTION COST

\$1.5 million

COMPLETION DATE

2015

TLC SERVICES

Mechanical, Electrical, Plumbing, Fire Protection, LEED Administration, Fundamental Commissioning, Energy Modeling

Certified LEED v2009 NC



PROJECT TEAM FORM

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 FOR THE RLI IN THE EBID SYSTEM.

PROJECT TEAM

RLI NUMBER E-27-20

Federal I.D.# 59-1228645

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Erick Gonzalez, PE</u>	<u>26</u>	<u>B.S., M.S.</u>
Project Manager	<u>Aniel Fernandez, PE</u>	<u>25</u>	<u>B.S.</u>
Asst. Project Manager	<u>Vincent McNish, PE</u>	<u>29</u>	<u>B.S., M.S.</u>
Other Key Member	<u>Alex Cumbee, PE</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>Giselle Albisu</u>	<u>22</u>	<u>B.S.</u>

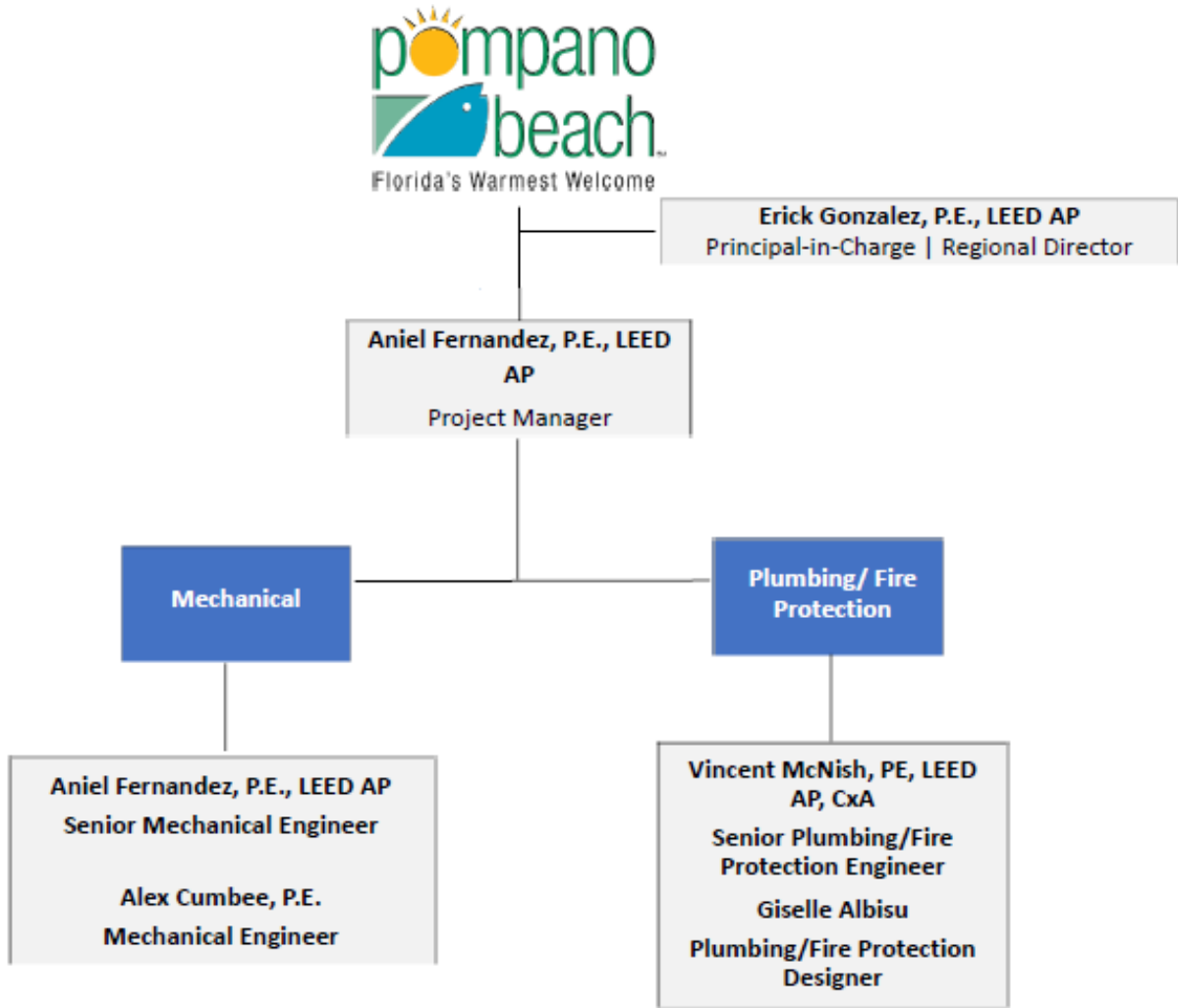
SUB-CONSULTANT

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)



ORGANIZATIONAL CHART





STATEMENT OF SKILLS AND EXPERIENCE OF THE PROJECT TEAM

TLC has provided engineering services for various **municipal facilities**. We understand that these projects require flexibility, redundancy and survivability that our engineers address by incorporating efficient low energy and water saving features into its designs. LED lighting, security systems and low water consumption plumbing fixtures for restroom facilities are some of the strategies commonly applied to recreational centers, parks and community centers.

Experience with City of Pompano Beach

The TLC team led by Aniel Fernandez provided mechanical, electrical, plumbing and fire protection engineering services as a sub-consultant for the new Pompano Beach Public Library completed in 2015. Some highlights of the project include:

- Single-story, 5,400 sf library
- Includes large meeting room, lunch room and offices
- 12% annual energy savings
- 37% reduction of water use over the baseline
- Demand-controlled ventilation system in high-occupancy areas
- Efficient interior lighting fixtures and occupancy sensors



In the past five years, the selected team has significant municipal experience including the City of Coral Springs Municipal Complex, City of Riviera Beach CRA and the City of Sunrise Municipal Complex, [all three of these projects include several components such as office areas, storage, and parking areas.](#)

Regarding [recreational facilities](#), our experience includes the City of Miami Springs Aquatic Center, City of Deerfield Beach Community Center, Crandon Park Tennis Center renovations (design only), and Village of Wellington Community and Tennis Center.

Our recent [public safety experience](#) includes the City of Lauderdale Fire Station 110, City of Tamarac Fire Stations 36 and 78, City of Miramar Police Headquarters Design Criteria, City of Palm Beach Gardens Municipal Complex, and the City of Miami Beach Police Headquarters renovation, currently under design.





RESUMES OF KEY PERSONNEL

ERICK GONZALEZ, PE, LEED AP Regional Director | Mechanical | Principal

BACKGROUND

Erick has extensive engineering management experience and specializes in the design of complex HVAC systems, including controls, plumbing and fire protection systems. As a LEED AP, he is a specialist in integrated building practices and designing systems that deliver quality indoor environments. Erick excels in providing environmentally friendly, innovative and cost effective solutions for high-performance HVAC designs.

EXPERIENCE

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. / MEP

City of Hallandale-Sunrise Park, Hallandale, Florida

Electrical, plumbing and fire protection engineering services for a park that includes a 2,000 sf park building, security lighting, plus park site lighting for a 2.4 acre site located in Hallandale, Florida.

City of Deerfield Community Center, Deerfield Beach, Florida

Project consists of MEP and FP Services for the construction of a 2400 SF single level community center and associated amenities in Deerfield Beach, FL. LEED or Commissioning services are not required by the project, but energy savings elements will be considered where possible. Building will have 2 Multipurpose rooms and support spaces. \$15,000 / 2,400 sf

City of Lauderdale Fire Station 110, Lauderdale, Florida

New 15,000 sf, two-story fire station with living quarters for a staff of seven, offices, storage rooms and police offices, plus related spaces such as parking, fuel station, emergency generator and connection to all public utilities. The second floor serves as an emergency operations center. Certified LEED NC 2009 Silver. 2018, USGBC South Florida, Most Outstanding Green Fire Station. \$2.5 million / 15,000 sf

City of Sunrise Municipal Complex, Sunrise, Florida

Multiple building complex including 100,000 sf city hall building, water park, amphitheater and 800-car parking garage. \$40 million / 371,000 sf



EDUCATION

Florida International University
M.S., Engineering-Construction
Management
2008
University of Havana
B.S., Mechanical Engineering
1994

YEARS OF EXPERIENCE

TLC: 9 years
Prior: 16 years

REGISTRATIONS

PE FL 53848

CERTIFICATIONS

LEED AP, GBCI
NCEES, NCEES

PROFESSIONAL AFFILIATIONS

USGBC, Member
ASHRAE, Member
NFPA, Member



ANIEL FERNANDEZ, PE, LEED AP
Senior Project Engineer | Mechanical | Associate

BACKGROUND

Aniel has over 19 years of experience in mechanical design, consulting engineering and management. His project experience includes: schools, clean rooms, production plants, laboratories, medical office buildings, kitchen ventilation design, and commercial office buildings. His field experience includes mechanical and plumbing inspections, and plan review in both fields. Aniel uses energy simulation software tools to evaluate energy performances which are utilized for conceptual facility designs, State and Federal code compliance, LEED certifications, Energy Star certifications and AIA 2030 Challenge calculations.

EXPERIENCE

Broward County Judicial Complex Switchgear and Generator, Fort Lauderdale, Florida

The project consists of mechanical, electrical, plumbing and fire protection engineering services for the electrical design for the replacement of the existing electrical service and emergency generators in the Broward County Courthouse building. The project consists of replacing the aging switchgear and generators to new upgraded equipment \$600,000/1,000 sf

Village of Wellington Tennis and Community Center, Wellington Florida

Two-phase project that will provide the Village of Wellington and its residents a state-of-the-art 2,400 sf tennis facility and a 25,000 sf community center. Phase I includes 21 hydro clay courts and a two-story 5,500 sf Tennis Pro Shop. The courts are designed with cabanas and drinking fountains for the players. Phase 2 includes the new center complete with meeting and conference rooms, a ball room, commercial kitchen facilities and offices. \$3 million / 27,400 sf

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. /

City of Palm Beach Gardens Municipal Complex, Palm Beach Gardens, Florida

MEP/FP Engineering services for the renovation and expansion of the City Hall, Police Station and Fire Department / \$7 million

City of Tamarac Fire Station 36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf



EDUCATION

University of Havana
 B.S., Mechanical Engineering
 1994

YEARS OF EXPERIENCE

TLC: 6 years
 Prior: 18 years

REGISTRATIONS

PE FL 66841

CERTIFICATIONS

LEED AP, GBCI



VINCENT L. MCNISH, PE, LEED AP, CPD, CxA
Senior Project Engineer / Associate

BACKGROUND

Vincent has 22 years of experience in all phases of mechanical engineering analysis and design for HVAC systems for all building types including educational, commercial and industrial facilities. His areas of expertise are various types HVAC systems, central cooling and heating plants, building pressure and thermal load analysis, building energy conservation related to HVAC systems. Plumbing experience involves commercial and residential building configurations, systems design and code compliance studies. Fire Protection designs include wet, dry and pre-action systems experience. Several types of hazards occupancies include low and medium high-rise commercial and residential buildings. He is Certified in Plumbing Design (CPD) as well as a Professional Engineer (PE) and a Certified Commissioning Authority (CxA).

EXPERIENCE

City of Boca Raton MEP Continuing Services Contract, Boca Raton, Florida

TLC provides MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton. Some of the projects include: City Hall first floor renovation; new generators for the Downtown Library, Spanish River Library, and Building Administration Code Enforcement facility; Police Department Pistol Range rooftop unit; Fire Station #7 AC design services. /

City of Miramar Police Headquarters Building, Miramar, Florida

Design criteria for a new headquarters integrated into an existing parking garage structure. The new three-story structure will provide retail space at the ground floor and police department on the second and third floors. 80,000 sf

City of Miramar Police Substation, Miramar, Florida

Stand-alone facility with patrol related spaces, short-term holding cells, locker room and showers, administration and public spaces. 9,000 sf

City of Plantation Police Department Firing Range, Plantation, Florida

New single-story state-of-the-art training facility to replace existing outdated building. Design includes a 50-yard indoor gun range, classroom, various support rooms and a new vehicle maintenance garage. Project consists of MEP/FP and technology professional design services for detailed spatial needs assessment, site analysis, and master planning. \$4 million / 15,000 sf

City of Tamarac Fire Station 36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf



EDUCATION

Florida International University
 M.S., Mechanical Engineering
 1992
 University of West Indies
 B.S., Mechanical Engineering
 1984

YEARS OF EXPERIENCE

TLC: 20 years
 Prior: 8 years

REGISTRATIONS

PE FL 53287



ALEX CUMBEE, PE
Engineer | Mechanical

BACKGROUND

Alex has six years of experience as a mechanical engineer at the TLC South Florida Office. He has extensive experience in mechanical engineering design for multiple project types. His field experience includes evaluation of existing conditions, mechanical inspections and plumbing inspections. Alex utilizes multiple computer based software, like AutoCAD and Revit, to achieve a high level of design quality and coordination among trades. He uses energy simulation software tools to evaluate energy performances which are utilized for conceptual facility designs, State and Federal code compliance, LEED certifications, Energy Star certifications and AIA 2030 Challenge calculations.

EXPERIENCE

Broward County Judicial Complex North Tower Chillers Replacement, Fort Lauderdale, Florida

Demolition and design for replacement of existing chillers as well as design of a new HVAC system to serve the chiller room and to replace the existing exhaust system.

City of Deerfield Beach Community Center, Deerfield Beach, Florida

Project consists of MEP and FP Services for the construction of a 2400 SF single level community center and associated amenities in Deerfield Beach, Fl. LEED or Commissioning services are not required by the project, but energy savings elements will be considered where possible. Building will have 2 Multipurpose rooms and support spaces. \$15,000 / 2,400 sf

City of Plantation Police Department Firing Range, Plantation, Florida

New single-story state-of-the-art training facility to replace existing outdated building. Design includes a 50-yard indoor gun range, classroom, various support rooms and a new vehicle maintenance garage. Project consists of MEP/FP and technology professional design services for detailed spatial needs assessment, site analysis, and master planning. \$4 million / 15,000 sf

City of Tamarac Fire Station #36, Tamarac, Florida

New fire station with living quarters for a staff of 10, bunk rooms, offices, storage rooms, locker rooms, kitchen and dining areas and laundry rooms. Also includes a parking lot, roadways, a fuel station, emergency generator and connection to all public utilities. \$4.5 million / 11,500 sf

City of Palm Beach Gardens Municipal Complex, Palm Beach Gardens, Florida

MEP/FP Engineering services for the renovation and expansion of the City Hall, Police Station and Fire Department / \$7 million



EDUCATION

Clemson University
B.S., Mechanical Engineering
2011

YEARS OF EXPERIENCE

TLC: 6 years

REGISTRATIONS

PE FL 82320



GISELLE ALBISU
 Engineer | Plumbing/Fire Protection

BACKGROUND

Giselle has more than 10 years of experience in plumbing engineering and infrastructure analysis for multiple project types. Her experience involves commercial properties including office spaces, retail and restaurants in the South Florida. She has extensive experience in residential properties including apartments and condominiums especially high-rises. As a strong member of TLC South Florida plumbing team, Giselle is proficient in Revit and sustainable plumbing design for LEED Certification.

EXPERIENCE

City of Plantation Deike Auditorium, Plantation, Florida

Design/Build project consisting of multiple renovations to a 8,345 sq. ft facility used for meetings and cultural events throughout the year. Renovations include lighting renovations, air conditioning system replacements, renovations to four restrooms, kitchen renovation. \$2 million / 8,345 sf

City of Miramar Police Headquarters Building, Miramar, Florida

Design criteria for a new headquarters integrated into an existing parking garage structure. The new three-story structure will provide retail space at the ground floor and police department on the second and third floors. Provided security design for OnSSI Occularis CCTV. 80,000 sf Certified LEED NC 2009 Gold.

City of Plantation Key Courthouse, Plantation Key, Florida

Two-story courthouse facility containing three courtrooms, offices for the judges and clerks, as well as the state attorney's office, clerk of court and drug administration area with a one story 12,000 sf all-male detention center facilitating up to 54 inmates and staff in a secure area. 30,000 sf

City of Sunrise Municipal Complex, Sunrise, Florida

Multiple building complex including 100,000 sf city hall building, water park, amphitheater and 800-car parking garage. \$40 million / 371,000 sf

City of Miami Gardens Bunche Park, Miami Gardens, Florida

New two-story recreation center with a multipurpose gymnasium and basketball court. \$3.5 million / 20,000 sf

Florida Atlantic University General Classroom Building Renovation, Boca Raton, Florida

The project consists of the renovation of approximately a 9,660 sf area on the second floor of the General Classroom South Building. The renovation includes office space, training area, tutoring area, one-on-one learning, faculty breakroom and student activity/study area.



EDUCATION

Jose Antonio Echeverria
 Technological University (CUJAE)
 B.S., Civil Engineering
 1996

YEARS OF EXPERIENCE

TLC: 12 years
 Prior: 10 years



OFFICE LOCATION

Our South Florida Division will be leading these categories with 35 staff members. Our Deerfield Beach office located at 800 Fairway Drive, Suite 250, has 9 employees and counts with the support of the 26 additional team members in our Miami office located at 5757 Blue Lagoon Drive, Suite 400, Miami, Florida.

The office that will provide Mechanical and Plumbing Engineering services for the City of Pompano Beach is our Deerfield Beach office.

Discipline	Firm-wide	Broward	Miami-Dade
Administrative	53	2	2
CADD Technicians / Interns	38	1	4
Communications Engineer/Specialist/Designer	23	-	2
Computer Operations/Network Manager	6	-	
Construction Inspector	1	-	1
Electrical Engineer / EI / Designer	91	2	7
Fire/Life Safety Engineer	2	-	
Mechanical Engineer / EI / Designer	139	4	10
Structural Engineer / EI / Designer	21	-	
PEs (included above)	97	3	6
RCDDS (included above)	6		
LEED APs (included above)	76	2	9
CxAs (included above)	21	1	
Total:	374	9	26



LOCAL BUSINESS FORMS

Uploaded as attachments.



LITIGATION

TLC Engineering Solutions, Inc. is a national engineering firm with 65+ years of successfully completed projects. That large volume of projects, as well as the many jurisdictions where we provide services subjects us to periodic claims and litigations, the majority of which involve the entire design team, regardless of our performance. None of our past or current claims have impacted our financial stability or our ability to provide quality services. A summary of our claims/litigation in the past five years follows. Should additional information be required, please contact us.

Pending:

Health Care District of Palm Beach County, Palm Beach, FL / 15th Judicial Circuit Florida. 50-2017-CA-003123
Parties: Health Care District of Palm Beach Count v. TLC / Cause/Status: 558 Claim/Open

Doseum, San Antonio, TX / Bexar County Court. 2019-CI-29995
Parties: Doeseum vs Lake Flato, Guido Brothers and TLC / Cause/Status: Alleged Breach of Contract

736 First Street, Miami, FL / 11th District Court / 2015-CA-029220
Parties: First Street Development, LLC v Stantec, Inc. Cause/Status: Third Party Claim

Closed:

Signature Place Condo Association, St. Petersburg, FL / 6th Judicial District Florida 14-007438-CI
Parties: Signature Place Condominium Association / TLC / Cause/Status: 558 Claim/Confidential settlement 2-17

Southgate Towers, Miami, FL / 11th Judicial District Florida 2017-010182-CA-01 / Parties: Southgate Towers, LLLP v. Stantec Architecture, Inc./ Cause/Status: Settled with no admission of liability on the part of TLC 9-17

Jackson St Condo Association, Orlando, FL / 9th Judicial District Florida 2016-CA-003325 / Parties: Jackson Condo. Assoc. V. Ba Jackson St Condos. LLLC et al / Cause/Status: Alleged code violations; Dismissed with prejudice 10-17

The Gale Hotel, Miami Beach, FL / 11th Judicial Circuit Florida 2014-022367-CA-01 / Parties: American Automobile Insurance Co vs GT McDonald Enterprises, Pinnacle Engineering, Coastal Systems, TLC; Collins Hotel Associates / Cause/Status: Subrogation claim for sewage back-up / Settled 11-17

Leon County Educational Facilities Auth, Tallahassee, FL / 2nd Judicial District Florida 2014 CA 389 / Parties: Leon County Educational Fac. v Capston; PGAL, TLC / Cause/Status: Building envelope concerns/Settled 2-18

Toscana Bay Condo, Miami, FL / 11th Judicial District Florida. 2015-021747-CA-01 / Parties: Toscano Condo Assoc. v. NBWW v. TLC (TLC brought in as a 3rd party by NBWW) / Cause/Status: No defects found in TLC designs; zero damages paid. Closed 11-18

Villa Verde Condo Association, Cocoa Beach, FL / 18th Judicial Circuit Florida, 05-2014-CA-025592 / Parties: Ville Verde v. Sentinel Gap / Cause/Status: Balcony collapse/Agreement reached. Closed 11-18

Paramount Bay Condo, Miami, FL / 11th Judicial Circuit Florida. 2015-011061-CA-01 / Parties: Paramount Bay Condo. Assoc. et al v. Royal Palm Holding LLC et al / Cause/Status: Settled 1-19

MidBlock Miami Condo, Miami, FL / 11th Judicial Circuit Florida. 2018-012860-CA-01 / Parties: Midblock Miami Condo Assoc. v. MBLOCK Investors, LLC / Cause/Status: 558 Claim/Settled. Settled 9-19

Terra Beachside Condos, Miami Beach, Florida / 11th Judicial District Florida 2015-017400-CA-01 / Parties: Terra Beachside Condominium Association, Inc. V. Td Collins, TLC, et al / Cause/Status: Settled 12-19

WPN Property Holdings / Wells Pharmacy, Gainesville, FL / 5th Judicial Circuit Florida. 2017-CA-000928-AX
Parties: WPN Property Holdings vs Feasterco Construction, TLC, A. Johnson / Cause/Status: Settled 1-20

Moorings Park, Naples, Florida / 20th Judicial Circuit FL. 2017-CA-1914
Parties: Suffolk Construction vs Page Mechanical / Cause/Status: Equitable Adjustment / Settled 5-20



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TLC Standard Hourly Rates
Professional Engineering Services

TLC Engineering Solutions, Inc.

BILLING FACTOR	DESIGNATION	BILLING RATES
6	Director	\$ 230
5	Senior Engineer, Manager	\$ 190
4	Project Engineer, Manager	\$ 155
3	Engineer, Specialist	\$ 125
2	Graduate Engineer, Designer, Administrative Secretary	\$ 100
1	Technician, Secretary, Intern, Clerical	\$ 75

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate
Effective February 15, 2021

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2021

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.

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.

Table with 2 main columns: PRODUCER (Ames & Gough) and CONTACT NAME (admin@amesgough.com). Includes sub-sections for INSURER(S) AFFORDING COVERAGE with details for Continental Insurance Company A(XV), Continental Casualty Company (CNA) A, XV, Transportation Insurance Company A(XV), and Lexington Insurance Company A, XV.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing coverages: A COMMERCIAL GENERAL LIABILITY, B AUTOMOBILE LIABILITY, A UMBRELLA LIAB, C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, D Professional Liab. Includes columns for INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

APPROVED By Danielle Thorpe at 11:08 am, Mar 25, 2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability Excess/ Insurer: Markel Insurance Company A(XV)/ NAIC: 28932/ \$3,000,000 per claim / \$5,000,000 aggregate

RE: RLI E-27-20, CONTINUING CONTRACT FOR MECHANICAL AND PLUMBING ENGINEERING SERVICES
The City of Pompano Beach, FL is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

Table with 2 columns: CERTIFICATE HOLDER (City of Pompano Beach, FL) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS).



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED TLC Engineering Solutions, Inc. 255 South Orange Avenue Suite 1600 Orlando, FL 32801	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.