

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

PISTORINO & ALAM CONSULTING ENGINEERS, 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 PISTORINO & ALAM CONSULTING ENGINEERS, INC. a Florida corporation, hereinafter referred to as the "Consultant".

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

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

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

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-27-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be John Pistorino

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:

Pistorino & Alam Consulting Engineers, Inc.
7171 SW 62 Avenue
4th Floor
Miami, FL 33143

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"

PISTORINO & ALAM CONSULTING ENGINEERS, INC.

Witnesses:

A. Espinosa
Signature

A. ESPINOSA
Name Typed, Printed or Stamped

By: [Signature]
John Pistorino, President

[Signature]
Signature

Dyala Corrales
Name Typed, Printed or Stamped

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of April, 2021, by John Pistorino as President of PISTORINO & ALAM CONSULTING ENGINEERS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Pavel Graveran
(Name of Acknowledger Typed, Printed or Stamped)

GG 239369
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 ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS 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"

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

CONTINUING CONTRACT FOR MECHANICAL & PLUMBING ENGINEERING DESIGN SERVICES

Response Presented by:

John C. Pistorino, P.E.
President
Pistorino & Alam
Consulting Engineers, Inc.
7171 SW 62nd Avenue
4th Floor
Miami, Florida 33143
Tel: (305) 669-2700
jpistorino@pamiami.com
www.pamiami.com



Florida's Warmest Welcome

City of Pompano Beach,
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida 33060
<https://pompanobeachfl.ionwave.net>

DUE: 2:00 p.m., August 24, 2020





August 21, 2020

**Selection Committee
City of Pompano Beach, Purchasing Division**

1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
<https://pompanobeachfl.ionwave.net>

**Re: Continuing Contract for Mechanical and Plumbing Engineering Design Services
RLI No. E-27-20**

Dear Selection Committee Members:

Pistorino & Alam Consulting Engineers, Inc. (P&A) is pleased to present our qualifications to the City of Pompano Beach for the **Continuing Contract for Mechanical and Plumbing Engineering Design Services, RLI No. E-27-20**.

P&A has a wide range of experience from commercial, educational, institutional, industrial, and residential facilities and for various sectors such as private, federal, and municipal. Our Leadership in Energy and Environmental Design (LEED)-Accredited Professionals have the experience needed to provide energy efficient and green sustainable design solutions. P&A has reputation for providing exceptional service, focusing on the goals of the client, and the needs of the end user. Our firm will collaborate closely with architects, owners, developers, contractors, and other consulting engineers through the entire process. P&A strives to design Mechanical, Electrical and Plumbing (MEP) systems that meet each project's specific goals; on time and within budget.

P&A also has extensive experience serving as litigation support in an expert witness capacity. Our firm oversees our designs and construction activities on a continual basis, and therefore, we are always current on industry standards. P&A can offer assessments and reports to assist in resolving disputes.

P&A, formerly known as Herbert M. Schwartz and Associates, was established in Miami in 1967. P&A is multi-disciplined engineering firm of 32 employees with 18 employees as support staff and 14 registered professionals in-house. The design and development of projects are executed with the full resources, expertise, and experience of our associates, staff and principals, regardless of the project size. Our firm has provided start-to-completion engineering services for the design, contract administration, and construction phase services of numerous projects and facilities.

P&A was the consultant to the Miami-Dade County Code Compliance Department from 1974 to 2007. Our responsibility in this capacity was to make recommendations and provide investigative research pertaining to amendments to the South Florida Building Code (SFBC) and the Miami-Dade County Fire Prevention Code; research and compare with other building codes, review applications for Miami-Dade County Product Approval, and technical assistance for the Code Enforcement Staff of the Board and the Miami-Dade County Fire Prevention Code in the field on an as needed basis.

P&A's engineering services include design, inspections, planning, construction budgets, preparation of contract drawings and specifications, consultation regarding scheduling, construction phase services, threshold inspections, structural analysis, review of calculations, peer review of documents, investigation and evaluation of the existing structures, feasibility studies, calculations for life-cycle costs and cost estimates, repair recommendations to existing buildings, and other engineering and architectural services including emergency response.

P&A served as Project Engineer/Engineer-of-Record for HVAC, Plumbing and Fire Protection on the following projects:

- ◆ Ransom Everglades Middle School (MEP Design)
- ◆ The Palms, Parking Garage Ventilation Upgrade
- ◆ BMW Vista Motors Ventilation Project
- ◆ Horizons West Condominium Fire Protection
- ◆ Miami-Dade Transit (MDT) MLK Parking Storm Drain System Renovation
- ◆ MDT Coral Way Facility Restrooms. Mechanical and Plumbing Design
- ◆ JP Morgan Chase Bank Office Renovation Project (MEP Design)
- ◆ Golden Glade Executive Center (MEP Design)
- ◆ Greater Miami Performing Arts Center (HVAC Design including 3,000-ton Cooling Plant)
- ◆ MDT Medley Dade Metro Rail Station and Extension
- ◆ Jackson Memorial Hospital Facility MEP for Renovation Projects
- ◆ Miami International Airport (MIA) AA North Terminal Development (C-D Infill)
- ◆ Fort Lauderdale International Airport North Terminal Expansion, Concourse B
- ◆ South Miami Dade Cultural Center
- ◆ Ritz-Carlton Hotel in St. Thomas, USVI
- ◆ West Palm Beach International Airport Parking Structure #2
- ◆ Port Everglades Admin. Building, Terminal 25; 26
- ◆ Miami-Dade Police Station #90
- ◆ Chase Manhattan Bank Office, Bogota, Colombia
- ◆ Chase Manhattan Bank Office, Mexico City, Mexico
- ◆ The Forest @ Colombia Condo, Atlanta, Georgia
- ◆ Chase Manhattan Bank Office in Monterrey, Mexico
- ◆ Water Treatment Plant, Cooper City, Florida
- ◆ Miami-Dade Aviation Department (MDAD) MIA Arrival Driveway Ventilation Study
- ◆ Miami-Dade Housing Agency, Site Manager Office, Miami
- ◆ W. Thies & Sons. Inc. Refrigeration Storage Facility, Wilton Manors
- ◆ Puerto Rico Electrical Power Authority, Cooling Side, San Juan, PR
- ◆ Carnival Cruise Lines Reservation Office in Colorado
- ◆ Tri-County Commuter Railroad, Hialeah Yard Paint Shop
- ◆ Banco Popular Financial Center, St. Thomas, USVI

The City of Pompano Beach
Continuing Contract for Mechanical and Plumbing Engineering Design Services
RLI No. E-27-20
Page 3

In the past, P&A has been an engineering consultant for design, contract documents, bidding assistance and construction engineering and inspection services for the following governmental agencies:

- ◆ MDT
- ◆ U.S. Coast Guard
- ◆ FEMA-Miami Division Emergency Center
- ◆ Miami Dade County Public Schools
- ◆ Miami-Dade Solid Waste Department
- ◆ Miami-Dade Aviation Department
- ◆ The City of Miami Beach
- ◆ The City of Ft. Lauderdale
- ◆ The City of Florida City
- ◆ The City of Coral Gables
- ◆ The City of Miami Gardens
- ◆ The City of Hollywood

Our team's familiarity with codes, procedures, regulations, and hands-on skills, broad experience and customized techniques to provide condition assessment services for this specific project makes us the right team for your project.

Key to successful completion of a project is the team approach. P&A seeks to understand the City's needs and objectives right from the beginning of the project, analyze the goals, needs, budgets, time constraints and advise the Client for viability of the project and potential hurdles, if any. We will be proactive rather than reactive during pre-design, design and construction phase of the project.

We are a strong and capable firm of professionals ready to provide the services to the standards and satisfaction of the City of Pompano Beach. We welcome the opportunity to meet with the Selection Committee to present our qualifications.

Very truly yours,
PISTORINO & ALAM CONSULTING ENGINEERS, INC.


John C. Pistorino, P.E.
Principal

The City of Pompano Beach
Continuing Contract for Mechanical and Plumbing Engineering Design Services
RLI No. E-27-20
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Technical Approach

P&A's typical pre-construction procedures include a team approach to the project, with weekly Owner, Architect, Contractor (OAC) meetings, and subsequent construction walk-through and inspection. During these meetings, the procedures, construction techniques, materials and project specifics are discussed, with an emphasis on a Critical Path Method (CPM) schedule. This schedule is updated weekly as the job progresses. Also, as the job progresses, Value Analysis and Value Engineering identifies alternative ways of addressing the design to make it more cost effective and sustainable while still achieving the owner's requirements, capital and operating budget and time frame. Requests for Information (RFI), Potential Change Orders (PCO) and general construction items are discussed and resolved.

Quality control of a project commences at the beginning of the planning process, once the budget has been established. The project specifications typically reference standards such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), American Concrete Institute (ACI) or other such organizations that spell out quality or workmanship standards.

With P&A's team approach, any potential conflict or problems are discussed and identified during the weekly OAC meetings. If a problem comes up between meetings and cannot wait until the next scheduled meeting, a telephone conference or a face-to-face meeting can be quickly set up and the problem resolved. Being proactive and having contingency plans also helps reduce the possibility of conflicts and problems.

At the OAC meetings, P&A will perform weekly inspections, identify potential problems, and develop appropriate, cost-effective solutions. The design team, the contractor, and ownership will determine the best solution to an identified problem, as a team. P&A has used software programs such as Procore and RedTeam for effective project management.

Costs are controlled by constant monitoring and meetings. P&A designs the project within the budget cost plan from the outset and works with the design team, contractor and owner to accomplish this. As the job progresses, Value Analysis and Value Engineering will identify alternative ways of addressing the design to make it more cost-effective and sustainable while still achieving the owner's requirements, capital and operating budget, and timeframe.

As LEED-Accredited Professionals, we are committed to sustainable and energy efficiency. LEED gives building owners and operators the tools they need to have an immediate and measurable effect on their buildings' performance. By promoting a whole-building approach to sustainability, LEED recognizes performance in location and planning, sustainable site development, water savings, energy efficiency, materials selection, waste reduction, indoor environmental quality, innovative strategies and attention to priority regional issues.

Schedule

P&A welcomes the responsibility of providing the schedule and budget control required of this project. P&A will employ many methods to streamline both. All the methods detailed in our Elaboration of Methodology were developed mindful of keeping project on schedule and budget. P&A is confident that by carefully scheduling knowledgeable multi-tasking personnel in accordance with anticipated work, P&A will be providing the City of Pompano Beach the most streamlined construction administration service in the industry. P&A will implement streamlining strategies on two fronts, in the office and in the field.

P&A recognizes that any strategy for controlling project schedule and budget must emphasize safety on all fronts. The responsibility for safety bears on all P&A personnel. Aside from providing our staff refresher courses and in-house training, each of us, in rotation, will be attending weekly and documenting contractor safety meetings.

P&A will keep in frequent communication with City of Pompano Beach to share any concerns about the contractor's Safety Program. Should a safety issue be raised in the field, P&A personnel will follow City of Pompano Beach protocol which, depending on the situation, may require our direct involvement. P&A will immediately alert the contractor's Safety Officer, follow all City of Pompano Beach protocol, and fully document.

In the office, our staff will use their command knowledge of contractor field performance and project constraints for intelligent schedule and budget analysis. As Contractor develops new constructs, methodologies, and strategies of completing the work, P&A will maintain diligent watch over inevitable revisions to the project schedule. Simply "Claim-Digging" against some approved Baseline/original submittal will not suffice. Indeed, trying to employ a "Baseline" tool may yield little should dramatic design changes be made.

P&A's schedule strategy is comprehensive. Establishing milestones will first be emphasized based on reasonably defined Contractor's construction strategies for each phase. All coordination milestones will also be determined. Each month the contractor's schedule will be analyzed for error and feasibility.

P&A will use "Claim Digger" against previously approved schedules to quickly demonstrate project schedule evolution. Drawing from our Project Engineer's experience and others in-house, our review will determine whether these changes are necessary, adequate, and properly project the work. Material expenditure VS invoice VS actual activity progress will be reviewed each month. Our analyst will also review resource allocation and cost loading if provided to assist with feasibility assessment. P&A believes in being proactive. P&A will provide recommendations of alternative contractor scheduling strategies whenever such strategies may bring efficiencies or recovery for the good of the project.

Should the contractor not accept these suggestions, P&A will keep log of suggestion and estimated time/cost savings to the contractor/the City, the contractor's reason for refusal, and a summary opinion for the City's review.

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P&A will be exceptionally strict with our accounting review of the Contractor. P&A will employ all of our resources to access whether Contractor claims against City of Pompano Beach are valid and justified; and if deemed so, if the claim's time/money value is accurate and fair. P&A will also be in diligent review of the work for progress payments.

The inspectors we provide are experienced with accounting governmental unit price projects. They will employ this experience in review of choice areas of the work. They will also provide a thorough analysis of the daily documentation provided to us by the contractor. Should there not be agreement between our accounting and Contractor's request for payment, investigative review by document and photo research, survey, or other means will be used to resolve the matter.

In the field, P&A's strategy is to use our experience of practical field personnel to be forthright and assistive with Contractors. P&A field inspectors will be face-to-face communicating the requirements of contract as it pertains to the supervisor or workers employed in the work at hand. Our inspectors will at every opportunity interpret plans or shop drawings, provide for coordination, review field strategies, and comment on weather or other potential impacts. P&A will assist in many other ways typically avoided by less practical inspectors. All manner of contractor inefficiency and delay observed by P&A and all assistance we provide to the Contractor will be fully documented. Should Contractor not repair managerial faults and become overly dependent on our inspectors in the field, P&A will call attention to having and be proactive, requesting from the City additional field staffing. P&A will continue yet more intensively document all observed contractor shortcomings in evidence of contractor cause for delay, risk to safety, and budget irresponsibility. Summary record will be brought to bear against any contractor claim.

POST-CONSTRUCTION PHASE

P&A will prepare a closeout procedure specific to the requirements of the project to ensure the records are prepared for storage in accordance with the requirements of City of Pompano Beach. The procedure will clearly identify the steps to be followed during the course of the project to develop, update and maintain all closeout documents. The procedure will also outline steps to be taken upon completion of each project to compile all Project Record Documents, and to ensure the Project As-Built Documents are prepared in accordance with the requirements of City of Pompano Beach's Document Management System.

OTHER CONSIDERATIONS

Our team is fully committed and dedicated to resolve project issues in a timely manner to avoid delays and added costs. P&A brings decades of experience in providing services for small to very large projects with on-time and on-budget completion. Our firm is fully cognizant of the City's needs and have assembled a team second to none, having considered the experience and qualification of the proposed team members. P&A will strive to deliver customer satisfaction to the City by ensuring the project is managed by track-proven professionals.

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References

General References:

Ms. Jennifer Perez

Property Manager

Venetian Palms Condominium Association, Inc.

7963 SW 104th Street,

Miami, Florida 33156

Email: jenniferp@kwpmc.com

Telephone: (305) 951-8088

Contract Amount: \$2,000,000 (Design, Construction Management & Inspection Services for 116,000 sf of Roofing Replacement for 8 (2) story condominium buildings and 1 club house).

Year: 2018-Ongoing

Mr. Russell Smith, LCAM, CHA

Managing Director

One Bal Harbour Corporation

10295 Collins Avenue

Bal Harbour, FL 33154

Office: 305-455-5415 | Cell: 954-740-0216

Email: managingdirector@obhcorp.com

Contract Amount: \$9,000,000 (Complete envelope repair, pool deck renovation/waterproofing, gym renovation and loggia roof repair of the One Bal Harbour Corporation and Ritz Carlton Hotel projects)

Year: 2014-Ongoing

Baptist Cardiovascular Institute – Kendall Campus**Mr. William Santiago**

Vice President/Construction Administrator

HKS Architects, Inc.

2020 Salzedo Street

4th Floor

Coral Gables, FL 33134

Office: 305-476-1102

Approximate Project Cost: \$50,000,000.00 (Civil Engineer of Record responsible for the entire site design including site grading, new drainage facilities, watermain relocation, sanitary sewer service, relocation and pump station design, roadway relocation and reconstruction, pavement marking and signing. Included extensive site utilities coordination with electrical and mechanical to avoid and resolve utilities conflict.

Year: 2016

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Leon Medical Center – Hialeah Replacement Facility

Mr. Carlos Diez-Arguelles

Head of Construction

Leon Medical Centers

8600 NW 41st St

Miami, Florida 33166

Office: (305) 642-5366

Approximate project cost: \$10,000,000 (Civil Engineer of Record responsible for the entire site design including site design, new drainage facilities, watermain extension, sanitary sewer, fire and domestic water services, emergency vehicle circulation new driveways. Off-site improvements included MOT, roadway modifications and widening of East 25th Street, East 26 Street and East 5th Avenue. Extensive permitting including DERM, FDOT, FDEP and DOH. Structural Engineer of Record and Threshold Inspector for a 4-story new medical office building including foundation, superstructure and miscellaneous landscape structure design)

Year: 2016

Leon Medical Center – Women’s Center

Mr. Carlos Diez-Arguelles

Head of Construction

Leon Medical Centers

8600 NW 41st St

Miami, Florida 33166

Office: (305) 642-5366

Approximate project cost: \$10,000,000 (Civil Engineer of Record responsible for the entire site design including site design, new drainage facilities, watermain extension, sanitary sewer, fire and domestic water services, emergency vehicle circulation new driveways. Off-site improvements included MOT, roadway modifications and widening. Extensive permitting including DERM, FDOT, FDEP and DOH. Structural Engineer of Record and Threshold Inspector for a 6-story new medical office building including foundation, superstructure and miscellaneous landscape structure design)

Year: 2016

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MEP REFERENCES

GERSTEIN JUSTICE CENTER AIR HANDLING UNITS



**Structural, Mechanical,
 Electrical Design
 Permitting
 Bidding**

Client:
 Miami-Dade Internal Services
 Department (ISD)
 Design and Construction Services
 Division

Project Start Date:
 2013

Project Completion Date:
 2017

Project Construction Cost:
 \$1.3 Million

Project Manager:
 Gene Savitsky, P.E.
 Vincent Sancho, P.E.
 Tahir Iqbal, P.E.

P&A's Role:
 Prime

Reference:
 Eric Perez
 Engineer 2
 (305) 375-4814
 ecper@miamidade.gov

Pistorino & Alam Consulting Engineers, Inc. (P&A) provided structural, mechanical, and electrical design, permitting, and bidding services for this project and provided engineering assistance throughout the construction process. The existing ten air-handling units, totaling 1,200-ton of cooling capacity, in this 60-year old Court House structure became fully inoperable and because these units were obsolete, there were no replacement parts. P&A proposed new "fan-wall" technology for the retrofit of existing air-moving equipment. The most challenging condition of the project scope of work was providing 24/7 non-stop operation for the Court House.

ICON SOUTH BEACH CONDOMINIUM – POOL DECK



Architectural
Structural
Mechanical
Electrical
Threshold Inspections

Client:
Icon South Beach Condominium
Association

Project Start Date:
2014

Project Completion Date:
Ongoing

Project Construction Cost:
\$11 Million

Project Managers:
Ashar S. Anwaar, P.E.
Gene Savitsky, P.E.
Vincent Sancho, P.E.

P&A's Role:
Prime

Reference:
Chuck Lora
Manager
(305) 695-6910

P&A provided architectural, structural, mechanical and electrical design and threshold inspection services for the restoration and renovation of a 22,000 square foot pool deck. Made recommendations and provided designs on areas where the criterion was not established. Prepared drawings and specifications related to design of the pool deck, which included all architectural and engineering disciplines. Provided contract documents, structural calculations, contract drawings, and technical specifications. Construction of the project started in 2017 and included construction administration services.

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MIAMI INTERNATIONAL AIRPORT (MIA) CENTRAL BOULEVARD HOLIDAY DECORATIONS - ELECTRICAL PROVISION



Electrical Engineering Design and Permitting

Client:
Miami-Dade Aviation Department
(MDAD)

P&A's Role:
Prime

Project Start Date:
2020

Project Completion Date:
Ongoing

Project Construction Cost:
±\$21,000.00

Project Manager:
Vincent Sancho, P.E.

Key Project Personnel:
John C. Pistorino, P.E.
Vincent Sancho, P.E.

Reference:
James P. Ferreira, P.E.
Engineer 3
Tel: 305-876-7322
E-mail: jferreira@miami-airport.com



P&A is designing the electrical provisions for new outdoor electrical receptacles along MIA Central Boulevard to light holiday decorations on the Royal and Date Palm Trees. P&A is also providing permitting and bidding services for this project and will provide engineering assistance throughout

ADDITIONAL MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION PROJECTS

P&A served as Project Engineer/Engineer-of-Record for HVAC, Plumbing and Fire Protection on the following projects:

- ◆ Ransom Everglades Middle School (MEP design)
- ◆ The Palms. Parking Garage Ventilation Upgrade Project
- ◆ BMW Vista Motors. Ventilation Project
- ◆ Horizons West Condominium Fire Protection Project.
- ◆ MDT MLK Parking storm drain system renovation.
- ◆ MDT Coral Way Facility Restrooms. Mechanical and Plumbing design.
- ◆ JP Morgan Chase Bank Office Renovation Project (MEP design).
- ◆ Golden Glade Executive Center (MEP design).
- ◆ Greater Miami Performing Arts Center (HVAC design including 3,000-ton Cooling Plant).
- ◆ MDT Medley Dade Metro Rail Station and Extension.
- ◆ Jackson Memorial Hospital Facility Renovation Projects MEP.
- ◆ MIA. AA North Terminal Development (C-D Infill).
- ◆ Fort Lauderdale International Airport North Terminal Expansion. Concourse B.
- ◆ South Miami Dade Cultural Center.
- ◆ West Palm Beach International Airport Parking Structure #2.
- ◆ Port Everglades Admin. Building, Terminal 25; 26.
- ◆ Miami-Dade Police Station #90
- ◆ Chase Manhattan Bank Office in Bogota, Colombia.
- ◆ Chase Manhattan Bank Office in Mexico City, Mexico.
- ◆ The Forest @ Colombia Condo, Atlanta, Georgia.
- ◆ Chase Manhattan Bank Office in Monterrey, Mexico
- ◆ Water Treatment Plant, Cooper City, Florida
- ◆ MDAD Miami International Airport Arrival Driveway Ventilation Study
- ◆ Dade Housing Agency, Site Manager Office, Miami
- ◆ W. Thies & Sons. Inc. Refrigeration Storage Facility, Wilton Manors
- ◆ Puerto Rico Electrical Power Authority, Cooling Side Renovation Project. San Juan, PR
- ◆ Carnival Cruise Lines Reservation Office in Colorado
- ◆ Tri-County Commuter Railroad, Hialeah Yard Paint Shop
- ◆ Banco Popular Financial Center, St. Thomas, USVI
- ◆ Ritz-Carlton Hotel in St. Thomas, USVI

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.# 59-2686532

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	John C. Pistorino, P.E.	55	B.S.
Project Manager	Evgueni Savitsky, P.E.	46	B.S.
Asst. Project Manager	Vincent Sancho, P.E., LEED AP	24	B.S.
Other Key Member	John C. L. Pistorino, P.E.	6	B.S.
Other Key Member	Edwin Lemus	31	A.S.

SUB-CONSULTANT N/A

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		
Other Key Member		

(use attachments if necessary)

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Organizational Chart



Project Leaders

John C. Pistorino, P.E.

Principal-in-Charge

Mr. Pistorino serves as principal-in-charge of Pistorino & Alam Consulting Engineers, Inc. He has over 45 years of diversified work in code compliance, residential design and construction, high-rise condominiums, highways, bridges, building renovations, and construction administration. He oversees this multi-disciplinary, full-service, engineering design and construction services firm. The firm's main focus and clientele are commercial high-rise building structural design, mechanical design of HVAC systems including plumbing, sprinklers, pumps, boilers, fire pumps; electrical design including lighting, generators, electrical distribution, civil engineering including lift stations, water and sewer systems, drainage, roadway and parking designs, architectural design and evaluation of building cladding including windows, doors, railings; Building Code experts on construction safety, Occupational Safety and Health Administration (OSHA) requirements, Americans with Disabilities Act (ADA) accessibility; Threshold building inspections; Special inspections for windows and doors, quality control and oversight of construction; parking garage design, transportation systems Construction Engineering and Inspection (CEI) including heavy rail and bridge construction. Building exterior envelope waterproofing; Roofing design and inspections.

Gene Savitsky, P.E.

Mechanical Engineering Project Manager

Evgueni Savitsky, P.E., serves as vice-president of the mechanical department at P&A. He is involved in design, engineering evaluation, and consulting services for HVAC, plumbing, and fire protection systems for all types of buildings. Prior to this, he was a senior mechanical engineer with IMDC Engineers, Inc. (1999–2001) and earlier, with Stone and Webster Engineering Corporation (1996–1999).

Mr. Savitsky completed his engineering education in Russia, he was officially evaluated in the U.S. as an equivalent to a bachelor's degree in Construction Engineering Science. He is a licensed professional engineer in Florida, specializing in mechanical engineering. As head of mechanical department, he is leading the project for design, engineering evaluation and consulting services for the air- conditioning, plumbing and fire protection building systems. He has served as an expert witness in more than 20 legal cases.

Vincent Sancho, P.E.

Electrical Engineering Project Manager

Mr. Sancho has a bachelor's degree in electrical engineering from the University of Florida. He is a licensed professional engineer in Florida, specializing in electrical engineering. Mr. Sancho has more than ten years of diverse engineering experience in all phases of electrical engineering including peer review, design, permitting, value engineering, quality control, and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to assure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Statement of Skills and Experience of Project Team

P&A'S BACKGROUND AND HISTORY

P&A, formerly known as Herbert M. Schwartz and Associates, was established in Miami in 1967. **Since 1986, P&A** has successfully provided engineering services in the South Florida area. Over the years, the firm has been the recipient of numerous awards from local, state, and national organizations recognizing P&A's excellence in Structural, Mechanical, and Electrical Engineering services.

The design and development of projects are executed within the full resources, expertise, and experience of our associates, staff, and principals, regardless of the project size. All of the firm's activities in the areas of design, analysis, drafting, cost estimating, and specifications are fully automated. P&A utilizes the most current version of AutoCAD and ensures that our firm's engineering software is also the latest.

The foundation of the design team's approach to our projects is a unique organizational philosophy and the full participation of the firm's principals as active design professionals. This personalized attention is the key element in bringing out the successful completion of our projects and ensures that the design and technical criteria is met within budget and schedule.

EXPERIENCE

P&A has extensive experience in the planning, development, design and construction phase services of numerous buildings and facilities which include high- and low-rise residential buildings, public schools, parking garages, hotels, medical facilities, structural repairs to high-rise buildings, office buildings, public buildings, industrial plants, hospitals, banks, commercial and shopping/mercantile centers.

Our firm has also provided many emergency services for structures in distress including temporary shoring, structural analysis, design-fix supervision including public and high-rise buildings. The design, analysis and development of the projects are executed with the full resources, expertise and experience of our associates, staff and principals, regardless of the project size. At the foundation of the design, our team approach to the project is a unique organizational philosophy and guarantee of the full participation of the firm's principals as active design professionals. This personalized attention; is the key element in bringing out the successful completion of our projects and ensures that the design and technical criteria are met within budget and schedule. Our staff is devoted to providing the highest level of professional service to our clients.

MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION (MEP/FP)

P&A's engineers have extensive experience designing MEP/FP systems for both new construction and renovation projects, as well as upgrades to existing MEP/FP systems. Our engineers strive to understand an owner's needs and expectations early in the project. Initially, P&A will meet with the City to discuss the project's needs and goals. During that conversation, our team will learn all we can about the project objectives, budget, and timeline. We will focus our engineering expertise to provide the right solutions to meet those objectives.

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Throughout the project, P&A's team of MEP/FP engineers will maintain close Principal involvement from the schematic design phase throughout the construction administration process. Our team will collaborate closely with the City, architects, contractors, and other consulting engineers to produce efficient, cost-effective designs, while meeting schedule responsibilities.

Our experience with LEED® allows us to find ways to save energy costs for owners. Energy management is a key component in the design of sustainable buildings. Incorporating an energy conservation plan into facility design drives important benefits. Our primary goals for sustainability and longevity of the building systems are minimizing energy consumption, maximizing the ease of service and maintenance, and to simplify operations.

Our MEP/FP Engineering Services include:

Mechanical Systems

- Carbon Monoxide / Dioxide Detection Systems
- Ductwork and Piping Distribution Systems
- Equipment Replacement
- Equipment Selection
- Heating and Cooling Systems
- Life Cycle Cost Analysis
- Raised Access Floor Systems
- Room Pressurization
- Specialized Humidification and Temperature Requirements
- System Analysis and Energy Studies
- Ventilation Systems

Electrical

- Emergency Power and Lighting Systems
- Emergency Stand-by Power Systems
- Fire Alarm and Detection Systems
- Interior and Exterior Lighting Systems and Controls
- Parking Lot Lighting
- Fire Alarm Design and Layout
- Generator Design and Specification
- Interior and Exterior Lighting Design
- Forensic Investigations
- Due Diligence Investigations
- Construction Quality Control Inspections

Analysis and Diagrams

- Site Photometric Analysis
- Electrical Service One-Line Diagrams

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Plumbing

- Compressed Air Systems
- Domestic and Process Water Systems
- Domestic Water Heating Systems
- Fuel Gas Piping Systems
- Grey Water Systems
- Medical Gas Systems
- Sanitary, storm and process drainage systems
- Fire Protection

Building Code Consulting

- Computer Room Fire Suppression Systems
- Fire Suppression Systems
- Sprinkler and Standpipe Systems

Fire Protection

Fire protection systems are a fundamental part of overall building design and function. Knowing their potential inherent complexity is why our seasoned fire protection engineers lead the multi-discipline, code driven, and coordinated effort reducing potential risk and incorporating safeguards.

- Fire Detection
- Fire Suppression
- Smoke Mitigation & Control
- Fire Protection Infrastructure & Standpipes

PERMITTING

P&A is well familiarized in the permitting process within Miami-Dade County and other associated agencies which may have to provide project approval. Within Miami-Dade County, our firm is entirely familiar with:

- Building
- DERM
- Fire
- Water Control – ERP Permitting
- Hazardous Facilities
- Public Works
- Transit

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In addition to Miami-Dade County, P&A is also familiar with coordinating and obtaining approvals from:

- Miami-Dade-County Water and Sewer Department
- Department of Health
- Florida Department of Transportation
- Florida Department of Environmental Protection
- South Florida Water Management District
- U.S. Army Corps of Engineering

In the past, P&A has been a consultant to the following governmental agencies and provided plan review services to issue permits for:

- Miami-Dade County
- City of Miami Beach
- City of Miami Lakes
- City of Weston

BUILDING CODE COMPLIANCE

From 1974 to 2007, P&A served as the consultant to the Miami-Dade County Code Compliance Department. The Code Compliance Department hired the firm to make recommendations and provide investigative research pertaining to amendments to the South Florida Building Code (SFBC) and the Dade County Fire Prevention Code, as well as research and compare with other building codes. P&A reviewed applications for Miami-Dade County Product Approval and provided technical assistance in the field for the Code Enforcement Staff of the Board and for Dade County Fire Prevention Code, on an as needed basis.

P&A was also the Consultant to the Dade County Board of Rules and Appeals and the Metropolitan Dade County Building and Zoning Department. The firm assisted the Board in developing many provisions of the Code such as wind loading structural design requirements; new provisions for structural glazing, roof coatings, false work; shoring, wood truss design, coastal protection, fire protection, early warning detection systems (NFPA 101 Life Safety Code), roof drainage, safeguards, plastics, slip resistant flooring surfaces, and provided testimony to the Dade County Unsafe Structures Board. P&A's has been the consultant for many committees. Specifically, the Handicapped Accessibility Committee, Roofing Committee, and the Structural Committee. The firm was also the Miami-Dade County representative for adoption of the Florida Building Code (FBC).

In the private sector, P&A has considerable background in the analysis, investigations and inspections for Building Code compliance and deficient construction. Our firm has performed such services for private clients throughout Florida including major developers such as Minto Builders, BAP Development, EB Developers, Lennar Homes, Coscan Florida, Auker Development, Trafalgar, and Stiles. P&A provided services to condominium associations such as Emerald at Brickell, Brickell on the River North, Ten Aragon Condominium, Minorca Condominium, Neo Lofts Condominium, One Miami Condominium (East and West Towers), La Hacienda Condominium, The Yacht Club, The Renaissance on the Ocean Condominium, The Peninsula, Porto Vita Grande Club, Isola Condominium, Aquasol Condominium, Aqua Allison Island-Chatham, Spear and Gorlin Condominium, Miami Beach Club Williams Island, Grove Isle, Bristol Tower, Jockey Club, Quayside Tower 1000 & 4000, Brickell Key, The Grand, Mystic Pointe I, and Village Homes of Country Walk.

AWARDS AND ACHIEVEMENTS

Throughout the years, P&A has been the recipient of numerous awards from local, state and national organizations recognizing excellence in structural, mechanical and electrical engineering services.

- Our company's principal was the Chairman of the Florida Engineering Society (FES) committee that devised the Threshold Inspection Law – State of Florida Statue 553.79 in 1983.
- Our company's principal continues to serve on the State of Florida Building Code Commission Committee on Threshold Building Inspectors for the new Florida Building Code (FBC).
- Our company has conducted statewide seminars to train engineers how to perform inspections on threshold buildings involving over 600 engineers.
- P&A served as special consultant to the State of Florida Department of Business and Professional Regulation (DBPR) for probable cause investigations concerning structural engineers.
- Our company principals provide seminars on “Building Codes and Engineering Ethics” as a part of mandatory continuing education programs for licensed engineers, architects, contractors and building officials.
- P&A's principals provide seminars to engineers, architects, building officials and contractors on a regular basis.

EMPOWERING OUR COMMUNITY

Through community engagement, P&A invests in efforts by donating money to the causes that we care about. We're proud to support the following organizations that are creating hope and changing lives:

- March of Dimes
- Leon Medical Center
- Free Fall International Foundation, Inc.
- La Liga Contra el Cancer
- GMAN Sports, Sponsorship for the South Miami Grey Ghost
- Terrazas at Hyde
- Immaculata-La Salle High School
- Art Under the Oaks
- Belen Jesuit Tombola Event
- Miami Rescue Mission
- Coconut Grove Youth Football Team

GREEN AND ENVIRONMENTAL PROGRAMS

P&A principal, John Pistorino, has lived in Coral Gables since 1954 and is very sensitive to the historical and natural environment throughout the city and currently owns a 1922 original home. The preservation of the tree canopy, historic roadways, buildings, and monuments constructed during the development of the City of Coral Gables has always been important to him.

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Mr. Pistorino's present 1922 home reflects the original neighborhoods and landscaping. It's P&A's practice to work with Planning and Zoning Boards/Divisions and Historical Preservation Boards as well as the Construction Staging Committee to preserve the such attributes during the planning and alignment of underground water and sanitary sewer systems to be least disruptive to above ground historic structures and to protect the root system vegetation. For projects such as traffic calming in residential neighborhoods and other roadway improvements, P&A will include full involvement of the residents as the effect of such improvements may alter the long-standing historical environment.

In addition, Mr. Pistorino was a member of the Miami Beach Design Review and Historic Preservation Board for over eight years and therefore, is very sensitive to the necessary priorities to preserve our history.

P&A is committed to sustainable design and infrastructure. Our firm has several professional engineers and architects with LEED certifications from the U.S. Green Building Council (GCBI) and we are an Envision-qualified company. With our vast experience in planning, design and construction management, P&A can apply sustainable approaches to the various aspects of any project, as may be required.

Resumes

John C. Pistorino, P.E. Principal

Number of years with this firm: 34

Number of years with other firms: 19

Education

M.S., Civil Engineering,
University of Miami,
1970

B.S., Civil Engineering,
University of Florida,
Gainesville, 1964
Coral Gables High School
1959

Licenses/Registrations

Professional Engineer
11007, Florida, 1970
Certified Threshold Building
Inspector
202, Florida

Awards and Achievements

Outstanding Technical
Achievement Award,
Florida Engineering
Society (FES) – Miami
Chapter, February 1999
Florida's Engineer for
Service to the Profession
Award, FES, April 1991
State of Florida's Engineer of
the Year, FES, August
1984
Engineer of the Year, FES –
Miami Chapter, February
1984
State of Florida's Young
Engineer of the Year,
February 1972

Mr. Pistorino serves as principal-in-charge of Pistorino & Alam Consulting Engineers, Inc. He has over 45 years of diversified work in code compliance, residential design and construction, high-rise condominiums, highways, bridges, building renovations, and construction administration. He oversees this multi-disciplinary, full-service, engineering design and construction services firm. The firm's main focus and clientele are commercial high-rise building structural design, mechanical design of HVAC systems including plumbing, sprinklers, pumps, boilers, fire pumps; electrical design including lighting, generators, electrical distribution, civil engineering including lift stations, water and sewer systems, drainage, roadway and parking designs, architectural design and evaluation of building cladding including windows, doors, railings; Building Code experts on construction safety, Occupational Safety and Health Administration (OSHA) requirements, Americans with Disabilities Act (ADA) accessibility; Threshold building inspections; Special inspections for windows and doors, quality control and oversight of construction; parking garage design, transportation systems Construction Engineering and Inspection (CEI) including heavy rail and bridge construction. Building exterior envelope waterproofing; Roofing design and inspections.

Mr. Pistorino's representative experience includes:

Structures

Structural design of high-rise and low-rise buildings including all components; girders, frames, trusses, arches, foundations and metal structures. Advanced design techniques for reinforced concrete members and structures, such as pre-stressed concrete beams and slabs, flat plates, hollow slabs, folded plates, systems and shells, building frame analysis for wind and storm surge.

Building Codes

- Special Consulting Engineer for the South Florida Building Code (SFBC) since 1974. Have served as Consultant to the Dade County Board of Rules and Appeals and the Metropolitan Dade County Building and Zoning Department. Assisted the Board in developing many provisions of the Code such as wind loading structural design requirements; new provisions for structural glazing, windows and doors, roof coatings, false work; shoring, wood truss design, coastal protection, fire protection, roof drainage, safeguards, plastics, slip resistant flooring surfaces, handicap accessibility criteria and OSHA requirements.
- Wrote the 40-year recertification building requirement for Miami-Dade County 1976 and 1992. Investigation of new geotechnical techniques for foundation preparation; researching a multitude of new building products presented to Dade County Product Control for

John C. Pistorino, P.E.
Principal

certification; fire protection; noise abatement, pile driving and many other items of concern to the Building and Zoning Department.

- Provided testimony to the Dade County Unsafe Structures Board.
- Special consultant to the Handicapped Accessibility Committee, Roofing Committee, & the Structural Committee.
- Miami-Dade County representative for adoption of the Florida Building Code (FBC). Attended statewide meetings. Negotiated sections for High Velocity Hurricane Zones
- Wrote commentary for the 2004 FBC for the Department of Community Affairs as it applies to Miami-Dade and Broward Counties for High Velocity Hurricane Wind Zone.

Hurricane Protection

Advisory consultant to the Dade County Emergency Management Department pertaining to the ability of hurricane shelters to withstand wind loads. Have assisted with the production of a variety of public broadcasting programs pertain to structures and their performance in hurricane winds. Have investigated the damage in hurricanes CHARLEY, GILBERT, HUGO, BOB, and ANDREW providing assessments and recommendations to public officials. Have served as a special consultant to Federal Emergency Management Agency (FEMA) in building code standards for hurricane resistance. Consulting engineer for the Monroe County hurricane shelter at Florida International University 2006.

Solid Waste Disposal Systems and Management

Studies, Design and Contract Documents for improvements to Dade County Resource Recovery Facility, design of transfer stations, ash container building, conveyors, incinerators, design and construction of landfill, contract and construction administration.

Highways and Traffic Engineering

Planning, design, and contract administration of construction for major materials, limited access roads, highways, and bridges. Wide experience in construction inspection and construction administration. Construction of 10 miles of US 1 and Busway for Miami-Dade Transit (MDT).

Surveying

Construction, land, and topographic surveying experience including actual party chief duties associated with the construction of large reservoirs, dams and industrial developments. Faculty member providing instruction of surveying courses and program at Miami-Dade College for over 26 years. Sponsor of Continuing Education Courses for the Florida Department of Business and Professional Regulation (DBPR).

John C. Pistorino, P.E.
Principal

Investigations and Reports

Investigations and reports have been made for a variety of construction and building deficiency problems. Successful solutions have materially aided contractors, building owners, and the legal profession. Specific types of investigations have included water intrusion problems, structural failures with emphasis on curtain walls and wall openings, windows, and the effects of high velocity winds. Investigations of construction accidents including the causation and mechanics of the loss.

Marine

Bridges, sea walls, docks, marinas, boat lifts, and harbor installations such as breakwaters, wharves, piers, a marina railway, small dams and piers, and intake structures. Evaluation of corrosion in marine structures and repair and maintenance of concrete structures in corrosive environments.

Civil/Municipal

Sewers, oxidation tanks, intercepting chambers, package sewage treatment plants, water treatment, above and below ground water storage facilities, pump stations, water distribution systems, force mains, airport land- and air-side facilities, stormwater drainage, water distribution, streets and roadways and traffic signalization.

Quality Assurance/Quality Control (QA/QC)

Served as a consultant to MDT providing QA/QC on assigned projects. In charge of QA/QC for projects managed within Pistorino & Alam.

Mr. Pistorino served as principal of the firm on the following representative projects:

South Miami Metrorail Station, Miami, Florida. Metrorail prime consultant for a five-story parking garage including provisions for a three-story office building. Scope of work includes complete structural and civil design and construction inspection/administration. Evaluation of heavy rail structures including corrosion control and preventative maintenance programs.

State School "O", Miami-Dade County Public Schools (MDCPS), Miami, Florida. Design structural and civil contract documents for \$7 million dollar prototype elementary school, site work, and public arterial roadway. Completed 1990.

CS 630 Line for the Metropolitan Atlanta Transportation Authority (MARTA), Atlanta, Georgia. Responsible for structural guideway system including piers, railways and foundations into the Atlanta Airport. Scope of work included complete structural and civil design of the elevated train system servicing the Atlanta airport area. Completed 1985. Construction Cost: \$20,000,000.

John C. Pistorino, P.E.
Principal

Casa Marina Addition, Key West, Florida. This \$5 million addition to the Casa Marina Resort included tennis courts and a sewage treatment plant. Scope of services included complete structural and civil design of the addition, design of a 25,000 GPD sewage treatment plant and administration of the permitting process. P&A also served as the Threshold Inspector for this work. Completed 1984.

Radisson Hotel, Miami, Florida. Scope of services consisted of structural analysis and full-time field inspection for this \$20 million facility which is a post-tension flat plate design.

Northeast Miami-Dade County Municipal Solid Waste Transfer Station, Miami, Florida. Scope of services included New Transfer Building, total site drainage, new bridge, roadways, and pollution control improvements. Cost: \$7 million.

Grove Isle Seawalls and Bridges Corrosion Control, Coconut Grove, Florida. Evaluation, inspection, testing of spalling concrete, and corrosion of bridge and seawall steel. Design of repairs and concrete restoration, construction administration during repairs.

Diplomat Resort & County Club, Hollywood, Florida. Structural engineer-of-record (EOR) and Threshold inspector.

Investigations, Studies, and Reports

Investigations and reports have been made for many types of construction problems relating to current and new, as well as, existing construction. The following is a partial list of clients served in this capacity:

INSURANCE COMPANIES:

- Aetna Life & Casualty
- I Insurance Company
- Hartford Insurance
- Maryland Casualty
- Southern Underwriters, Inc.
- Travelers Insurance
- United States Fidelity & Guaranty Insurance
- Federated
- Zurich
- State Farm Insurance
- Great American
- American Reliable
- Scottsdale
- Allstate

John C. Pistorino, P.E.
Principal

CONTRACTORS:

- Frank J. Rooney
- Miller and Solomon
- M. R. Harrison
- Stone Paving
- E. M. Nezelek
- Turner
- Gust K. Newberg
- Advanced Roofing

CONDOMINIUM OWNERS ASSOCIATIONS:

- Ocean Club I
- Ocean Club II
- Ocean Club III
- Ocean Palms
- Inverrary
- Mirage
- Port Royal
- Bristol Tower
- La Mer
- Reggata Pointe
- Victoria Plaza
- Seasons
- Burleigh House
- Golden Gate
- Bayview Towers
- Grand Bay
- Seacoast Towers
- Venetia
- Maison Grande
- Villa Regina
- Yacht Harbour
- Villa Dorada
- Arlen House
- Horizons West
- Quadomain
- Coastal Towers
- Grove Isle
- Brickell Key
- Atlantis
- Brickell Place
- Villa Capri
- Quayside IV
- Brickell
- Williams Island Four Thousand
- Mystic Pointe II

John C. Pistorino, P.E.
Principal

- Jockey Club III
- Carriage Club
- Williams Island Three Thousand
- Williams Island Mediterranean Village
- Williams Island One Thousand
- Williams Island Twenty-Eight Hundred
- Sable Chase
- Country Walk
- Ensonada
- Lakes by the Meadow
- Heather Walk
- Ocean Reef 14 Associations
- Mirage Condominium
- Sunset Harbor
- Horizons West 4,5,6,7
- Bristol Tower (36 stories)
- Villa Regina
- Dunes
- Regatta Point
- Majestic Towers
- Deering Bay Venice
- Grove Square (18-story)
- Grand Bay (36-story)
- L'Hermitage
- Grove Towers (22-story)
- Sunset Harbor North

GOVERNMENT AGENCIES:

- City of Miami Building & Zoning Dept.
- Florida International University
- City of Miami Beach Building & Zoning
- Miami-Dade County Building & Zoning
- Dade County Aviation Department
- Miami-Dade County Board of Rules Appeals
- Miami-Dade Water & Sewer Authority
- Miami-Dade County School Board
- Dade County Public Works Department
- Miami-Dade County Metro-Transit
- Dade County Architectural Division
- Miami-Dade County Solid Waste Division
- Dade County Attorney's Office
- Key West Housing Authority
- Volusia County School Board
- Florida Keys Community College
- U.S. Coast Guard

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Principal

- Miami-Dade Community College
- Federal Emergency Management Agency
- Dade County Office of Code Compliance
- Florida Department of Commerce
- Florida City Building & Zoning
- City of Coral Gables Building & Zoning
- City of Fort Lauderdale
- Florida Department of Transportation
- Florida Department of Business and Professional Regulation

DEVELOPERS – PRIVATE CLIENTS:

- Lennar Corporation
- Minto of Florida
- South Pointe Tower, Miami Beach
- Florida Properties
- Florida Power & Light
- Aventura Development
- Miami Seaquarium
- Jackson Memorial Hospital
- Jewish Floridian
- South Miami Hospital
- Baptist Hospital System
- Raymond Concrete Pile Co.
- James Archer Smith Hospital
- Dade County Courthouse
- Trinity Episcopal Cathedral
- Tower 1800
- Coscan of Florida
- Doral Hotel
- Carrillon Hotel
- Lynmar Hotel
- Downtown Y. M. C. A.
- Co. C.E. Building Products
- Church of Christ Scientist
- Temple Beth Moshe
- Barnett Banks
- First Nationwide Executive
- Key West Conch Train Station
- Flagler Federal
- Amerifirst Bank
- Centrust Bank
- World Invest
- Dadeland Station Shops
- Aventura Mall
- Eller Corporation
- Diplomat Hotel

John C. Pistorino, P.E.
Principal

- Miami Center
- Fisher Island Inc.
- Deering Bay Associates
- Leon Medical Centers

ADDITIONAL EXPERIENCE RELATED TO HURRICANE DAMAGE

- Special Consultant for the SFBC for Miami-Dade County in revising the code for the 1994 Edition including metal buildings, impact shutters, impact windows and doors workmanship and structural provisions.
- Special Master and Committee Chairman to Rewrite Chapter 34 Roofing for the SFBC, 1995–1999.
- Consultant to the Miami-Dade County Board of Rules and Appeals and the Miami-Dade County Office of Code Compliance, 2004–2010.
- Representative for Miami-Dade County Commission in the development of the FBC, 1999–2002.
- Committee Member for the TAC committee on Threshold Buildings FBC Commission, 1999–2002.
- Consultant for the FBC 2004 to write the published commentary for buildings in the High Velocity Hurricane.
- Structural Engineering Consultant for many municipalities.
- Consultant to the Miami-Dade County Building Department for plans review and permitting 2006–Present.
- Consultant for the Miami-Dade School Board acting as Building Official for approving all plans and inspection of all public school in Miami-Dade County, 2006–2012.
- Consultant on hurricane performance for Florida Emergency Management Association providing seminars for emergency managers on building performance.
- Consultant to FEMA and Dade County in producing the break-away wall standard details buildings Constructed in V Zones for South Florida. (1986)
- Consultant for the SFBC incorporating provisions for storm surge protection and FEMA regulations, 1988.
- Consultant to Miami-Dade County on hurricane building assessment covering the effects of hurricanes Gilbert 1980, Hugo 1990, Bob 1991.
- Consultant to Miami-Dade Office of Emergency management providing assessment of all of Miami-Dade emergency shelters (88 public schools) for Kate Hale, Director, (1991). This resulted in the removal or enhancement of 44 shelters that were used by the public for Hurricane Andrew.
- Consultant to FEMA for building performance of Hurricane Andrew being one of the lead investigators in determining damage and issuing FEMA's publication on Building Performance.

John C. Pistorino, P.E.

Principal

- Consultant to Southern Bell System to storm proof essential facilities and sub stations.
- Consultant to FEMA for building performance of Hurricane Charley from Orlando to Punta Gorda and outlying barrier islands, 2004.
- Consultant to Monroe County and FIU in assessing the building envelope requirements for Monroe County Hurricane Shelter buildings at Florida International University (FIU), 2005–2006.
- Guest on Public television for hurricane preparedness including channels 2, 4, 6 and 10.
- This OLD HOUSE program on building hurricane performance following Hurricane Andrew.
- Discovery Channel program on protecting buildings from hurricane in the Florida Keys from storm surge.

EOR Projects

The firm of Pistorino and Alam serves as EOR, designer and consultant for many projects in South Florida including but not limited to:

- Axis 42- story Condominium Tower in Miami, 2006–2007.
- South Miami Hospital 8-Story Diagnostic center, 2005.
- Dadeland Station Shopping Mall, 1996.
- Monroe County Court House, 2008.
- Monroe County Commission chambers (old Truman High School).
- Florida Keys Community College (Community Center, General Classroom Building, Athletic Center, Welding Laboratories and other US Coast Guard family hurricane shelter January 2010.
- Fisher Island Condominium (Four Buildings).
- Diplomat Resort and Country Club, Hollywood, Florida.
- Miami International Airport Entrance Roadway systems- upper and lower vehicular drive.
- Miami International Airport - Three parking garages.

ADA Experience

- Miami Dade County Building & Zoning Department - Consulting Engineer for, 1974–2001.
- Miami Dade County Board of Rules and Appeals – consulting engineer, 1974–2001.
 - 1) Provided ADA design drawing standards for SFBC for accessibility curb ramps which were published in the 1988 Edition SFBC appendix.
 - 2) Evaluated all accessible routes at Miami International Airport from parking garages to terminal. Provide construction design drawings. Implemented construction of accessible improvements, 1984.
 - 3) Consultant to Miami Dade county Office of Accessibility. Worked with Dan Holder to provide text for County ordinances utilizing ANSI 117.1 as basis.

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4) Provided code text recommendations for Chapter 5 of the SFBC on Handicap Accessibility for existing and new construction.

- Provided recommendations for interpretation of Accessibility questions for the Board of Rules and Appeals on individual hearings and Cases.
- Voting member of ASTM Committee F13. Pedestrian/Walkway Safety and Footwear (12 Years).
- Served as Consultant to 100 plus private property owners for refurbishing properties to meet Accessibility Standards, 1980–present.
- Served as Expert Witness on over 35 claims between properties owners and accessibility claimants 1980–present.
- Consultant to Caribbean Cruise Lines for Employee and ADA Standards, 2005.
- Reviewed compliance for accessibility Code requirements for commercial properties such as shopping centers and commercial properties over (100).
- Miami-Dade Transit Agency.
- Evaluated handicap accessibility at all train stations and parking lots/parking garages.
- Approved handicap accessibility to bus stops for the Miami Dade Bus Lanes from Cutler Ridge to Florida City.
- Provided handicap accessibility improvements for athletic facilities such as The Flagler Dog Track & The Miami Arena, (1998).

OSHA Experience

- Chief engineer overseeing and supervising multiple employees who work off swing stages and who are on major construction sites. Train employees of all disciplines on OSHA requirements (1970–present). We currently are involved in many such projects. We own and maintain harnesses and safety lines for our employees and provide training on construction site safety on a frequent basis. Pistorino and Alam Consulting Engineers, Inc. President and CEO.
- Wrote the OSHA Competent Person Training Manual as the engineering Board member of the Building Construction Industry Advisory Committee appointed by the Governor of the State of Florida. The Manual is used in Community Colleges as a course for certification for contractors and students studying Building Construction (2000). Address all aspects of the OSHA Part 1926 and Part 1910 provisions.
- Responsible for administration OSHA requirements for contractors (Odebrecht and Tower Contractors) of the Miami-Dade Transit Authority involving construction of the \$600,000 Metro-Rail Guideway system from Miami International Airport to Errington Heights Station. Set up seminars and held monthly meetings on safety requirements. Work involved large cranes with heavy bridge members on elevated guideway (2012–2016). Conducted CEI services and trained in-house field engineers. At completion of project, an award was made for 2 million-man hours with no personal injury.

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- Provided report for OSHA and Building Official as requested on collapsed slab at Snug Harbor Florida as an independent engineer to address responsibilities between contractor and engineer that caused the collapse. A construction worker was injured (2019).
- Wrote the OSHA requirements for the South Florida Building Code (SFBC) Chapter 33 – Precautions During Building Operations. As the consultant for Miami-Dade County Board of Rules and appeals, Mr. Pistorino provided the text and safeguard provisions in the code as they were described in the OSHA 1926 provisions (1974–2001). The SFBC was updated every three years.
- Evaluated the OSHA requirements as consulting engineer expert for the collapse of the Miami Dade College Parking Garage wherein 4 people were killed (2012).
- Supervised the protection of the collapse of the Miami International Airport Entrance roadway perimeter road bridge including directing emergency shoring operations and the subsequent replacement (1988).
- Wrote the Adjacent Construction Safety Manual for the Miami-Dade Transit Authority for use of all contractors doing work in or around the Metro-rail and people mover transit systems. This manual included all pertinent OSHA requirement with emphasis on personnel protection (2008).
- Served as construction expert on personal injury cases involving OSHA violations (1977–present). Approximately two cases per year over the past 35 years.
- Taught OSHA requirements as part of courses at Florida International University in the Construction Division as an adjunct professor (1985–1989).
- Taught OSHA requirements as part of the State of Florida Threshold Building Certification program for engineers in charge (1986–1989).

PROFESSIONAL SERVICE

Current and Past Committees

- Biscayne Bay Task Force Board Members - Appointed by Miami-Dade County Commission, 2019.
- Florida State Board of Building Codes and Standards Committee on Special Inspector for Threshold Buildings.
- Miami-Dade County School Board for Advanced Studies (ESAC).
- State of Florida Department of Community Affairs Special Consultant for Chapter 15 on Roofing for the proposed FBC, 1999–2002.
- Dade County Emergency Management Hurricane Assessment Shelter Committee, 1991.
- American Society for Testing Materials Committee F-13 – Footwear and Traction.
- Girl Scout of Tropical Florida- Board member,

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2015–2017.

- Dade County School Board Magnet School Committee
- President, Miami Chapter of the Florida Engineering Society, 1983.
- South Florida Inter-Professional Council, Member. 1983–1993
- City of Miami Beach Design Review Board, Board Member. 1986–1993
- **Governor appointee to the State of Florida Building Construction Industry Advisory Committee as Engineer member, 1986–2002**
- Dade County Environment Quality Control Board, 1990–2002
Chairman, 1999–2002
- Florida International University School of Engineering Industry Advisory Committee.
- Florida International University Industry Adviser to Department of Civil Engineering.
- University of Miami College of Engineering Industry Advisor to the Department of Civil Engineering.
- Past Vice Chairman, South Miami Planning and Zoning Board. Major duties included developing a new comprehensive zoning ordinance for the City of South Miami; conducting public hearings on request for zoning changes; coordinating planning of public projects with Little HUD; recommending community goals and objectives to the City.
- Committee member, Greater Miami Chamber of Commerce Mass Transit Action. Assisted in developing the proposed express bus route using exclusive bus lanes from the suburb to downtown Miami.
- Scholarship Committee Chairman ASCE, 1990–1991.
- Account Chairman, United Fund of Dade County.
- Chairman, Fees and Salaries Committee, Florida Engineering Society, Miami Chapter.
Member Board of Directors, Florida Engineering Society, Miami Chapter.
- Vice Chairman, Professional Development Committee, FES.
- Member, City of South Miami Environmental Review Board.
- Chairman, Florida Engineers in Education Practice Section.
- Chairman, Construction Environment Committee, FES.
- Member, FES Executive Board.
- President-elect, Secretary, Treasurer Director, Director of Publications,
Miami Chapter of the FES.
- Treasurer ASCE
Miami-Dade Branch

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PROFESSIONAL MEMBERSHIP

- Past president of FSEA
- FES, Fellow Member
- American Concrete Institute
- American Arbitration Association
- Society of American Military Engineers
- National Society of Professional Engineers (NSPE)
- American Society of Civil Engineers (ASCE)
- South Florida Inter Professional Council
- Mass Transportation Action Committee
- Greater Miami Chamber of Commerce
- Florida Institute of Consulting Engineers (FICE)
- Prestressed Concrete Institute
- American Institute of Steel Construction
- American Society of Engineers in Education
- South Florida Manpower Training Council
- Florida Technical Association
- Water Pollution Control Federation Member
- National Fire Protection Association (NFPA)
- American Society for Testing Materials (ASTM) Committee F-13-
Footwear and Traction
- Footwear Safety and Traction Committee
- Florida Structural Engineers Council
- Academy of Engineering Advisory Board (AOE)

PUBLICATIONS

South Florida Building Code 1979, 1984, 1988, 1994, As Consultant to Dade County Board of Rules and Appeals and the Dade County Building & Zoning Department

Miami-Interaction Journal, January 1969, John C. Pistorino, "Zoning". A comprehensive approach to zoning practice in Dade County.

Journal - FES, October, 1972. John C. Pistorino, P.E., "Engineering - A Profession". A hard look at the professional aspects of engineering careers.

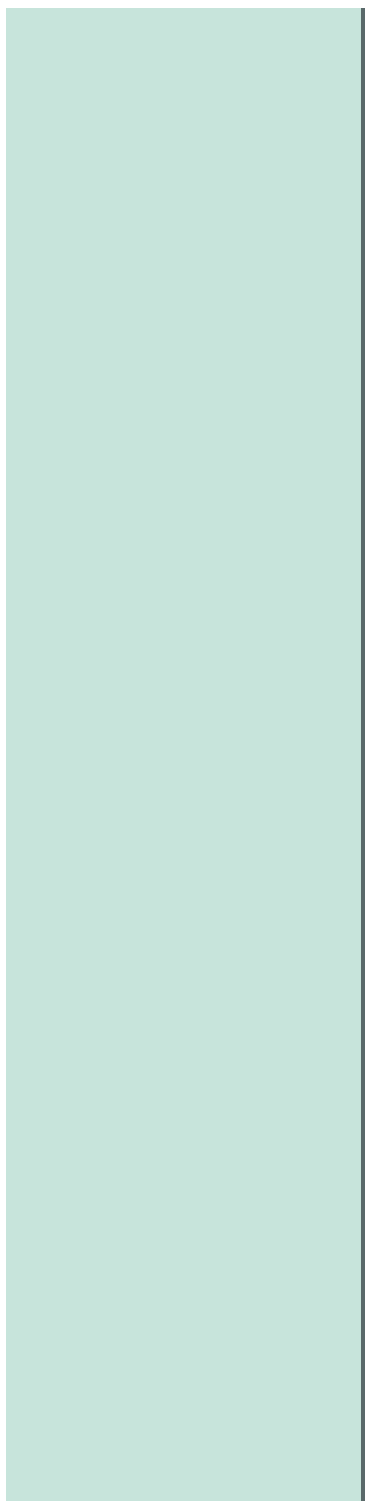
Hurricanes of 1992. Building Code Enforcement Issues, Hindsight and Foresight. The role of the Building Code in the protection of public safety and welfare.

Co-author. Building Performance: Hurricane Andrew in Florida. Observation, Recommendations and Technical Guidance. As a consultant for FEMA, 1993.

Special Inspector's Short Course, 1984, 1986, 1989. A training course for Special Inspectors of threshold buildings.

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John C. Pistorino, P.E.
Principal



South Florida Building Code Chapter 34 Roofing as Committee
Chairman, 1999.
Miami Dade County 40-year Building Recertification, Municipal Code
Provisions, 1975 and 1993.

Evgueni Savitsky, P.E.

VP Mechanical Engineering

Number of years with this firm: 19

Number of years with other firms: 27

Education

B.S., Construction Engineering, (officially evaluated in the U.S. by NCEES as an equivalent B.S. degree) Chkalov's Civil Building Engineering Institute, USSR, 1974
 Engineering Review Course, Florida International University, 1993—1994
 Miami Dade College, AutoCAD Drafting, Levels I, II & III, 1994

Licenses/Registrations

Professional Engineer Florida, 52760, 1998
 NCEES Certification, 0348723 (pre-certified for nationwide PE licensure)

Software

CAESAR II
 CADWorx
 HAP440 Carrier
 Traces 600
 HAAS, ELITE
 HVAC Solutions

Mr. Savitsky has over 46 years of experience and serves as vice-president of the mechanical department at Pistorino & Alam Consulting Engineers, Inc. He is involved in design, engineering evaluation, and consulting services for HVAC, plumbing, and fire protection systems for all types of buildings.

Mr. Savitsky's representative project experience includes:

The Vue Condominium, Miami, Florida. Condenser water piping replacement project. Design Engineer-of-Record (EOR) and construction management.

Brickell on the River South Condominium, Miami, Florida. Rooftop air conditioning (AC) equipment replacement project, using helicopter lift technology. Design EOR and construction management.

Jade Beach Condominium, Sunny Isles, Florida. Primary AC systems upgrade project. Design EOR and construction management.

Ritz-Carlton Hotel-Residences, Miami, Florida. Primary AC systems upgrade project. Design EOR and construction management.

Malaga Residences, Hollywood, Florida. Cooling Tower replacement/upgrade project. Construction management.

Miami-Dade Internal Services Department. Gerstein Justice Building - HVAC Systems Renovation with a Fan-wall Technology. Served as project manager and MEP design EOR.

The Broward County Family Courthouse, Fort Lauderdale, Florida. Peer review for the HVAC systems design.

Ransom Everglades Middle School, Miami, Florida. Served as project manager and MEP design EOR.

The Palms Parking Garage, Fort Lauderdale, Florida. Served as project manager and EOR for ventilation upgrade project.

BMW Vista Motors, Coconut Creek, Florida. Served as project manager and EOR for ventilation project.

Horizons West Condominium, Miami, Florida. Served as project manager and EOR for fire protection project.

Miami-Dade Transit (MDT), MLK Parking, Miami, Florida. Served as project manager and EOR for storm drain system renovation.

MDT Coral Way Facility restrooms. Served as project manager and mechanical and plumbing design EOR.

Evgueni Savitsky, P.E.
VP Mechanical Engineering

JP Morgan Chase Bank, Downtown Miami, Florida. Served as project manager and mechanical, electrical, and plumbing (MEP) design EOR for office renovation project.

Golden Glades Executive Center, Miami Gardens, Florida. Served as project manager and MEP design EOR.

Greater Miami Performing Arts Center, Miami, Florida. Served as project manager and EOR for HVAC design including 3,000-ton Cooling Plant.

MDT Medley Dade Metro Rail Station and Extension. Served as project manager and EOR.

Jackson Memorial Hospital Facility, Miami, Florida. Served as project manager and EOR for MEP renovation projects.

Miami International Airport (MIA), AA North Terminal Development (C-D Infill), Miami, Florida. Served as project manager and EOR for this project.

Fort Lauderdale International Airport, North Terminal Expansion, Concourse B, Fort Lauderdale, Florida. Served as project manager and EOR for this project.

South Miami Dade Cultural Center, Miami, Florida. Served as project manager and EOR for this project.

Palm Beach International Airport, Parking Structure No. 2, West Palm Beach, Florida. Served as project manager and EOR for this project.

Port Everglades Administration Building, Terminal 25 and 26, Fort Lauderdale, Florida. Served as project manager and EOR for this project.

Miami-Dade Police Station #90, Miami, Florida. Served as project manager and EOR for this project.

Chase Manhattan Bank Office, Bogota, Colombia. Served as project manager and EOR for this project.

Chase Manhattan Bank Office, Mexico City, Mexico. Served as project manager and EOR for this project.

The Forest at Colombia Condo, Atlanta, Georgia. Served as project manager and EOR for this project.

Evgueni Savitsky, P.E.
VP Mechanical Engineering

Chase Manhattan Bank Office, Monterrey, Mexico. Served as project manager and EOR for this project.

Water Treatment Plant, Cooper City, Florida. Served as project manager and EOR for this project.

MIA Arrival Driveway Ventilation Study, Miami-Dade Aviation Department, Miami, Florida. Served as project manager and EOR for this project.

Miami-Dade Housing Agency, Site Manager Office, Miami, Florida. Served as project manager and EOR for this project.

Puerto Rico Electrical Power Authority, Cooling Side Renovation, San Juan, Puerto Rico. Served as project manager and EOR for this project.

Carnival Cruise Lines Reservation Office, Denver, Colorado. Served as project manager and EOR for this project.

Tri-County Commuter Railroad, Hialeah Yard Paint Shop, Hialeah, Florida. Served as project manager and EOR for this project.

Banco Popular Financial Center, St. Thomas, U.S. Virgin Islands (USVI). Served as project manager and EOR for this project.

Ritz-Carlton Hotel in St. Thomas, USVI. Served as project manager and EOR.

Vincent Sancho, P.E., LEED AP

Electrical Engineering

Number of years with this firm: 9

Number of years with other engineering firms: 15

Education

Graduate School of
 Biomedical Engineering,
 Duke University, North
 Carolina, 1994
 B.S., Electrical Engineering,
 University of Florida,
 Florida, 1990

Licenses/Registrations

Professional Engineer
 Florida, 64752, 2006
 Leadership in Energy and
 Environmental Design
 Accredited Professional
 (LEED AP), U.S. Green
 Building Council (USGBC)

Professional Affiliations

Illumination Engineering
 Society (IES), Member
 International Association of
 Electrical Inspectors
 (IAEI)

Software

AutoCAD
 Microsoft Office

Mr. Sancho has more than ten years of diverse engineering experience in all phases of electrical engineering including peer review, design, permitting, value engineering, quality control, and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to assure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Mr. Sancho's representative project experience includes:

Design:

- Miami Dade Aviation Department – design of holiday lighting power system
- Existing Residential High Rise – design of new fire pump emergency power system
- Gerstein Justice Building – replaced existing HVAC system with new Fan Walls
- Icon Brickell Condominiums – design of pool deck lighting
- South Bay Club Condominium – design of pool deck club lighting and marina
- Aloft Aventura Hotel by Starwood Hotels – new construction high-rise in Aventura, Florida
- Waldorf Hotel – historic hotel renovation in Miami Beach, Florida
- 370 Hibiscus – residential construction on Hibiscus Island in Miami Beach, Florida
- Antigua Public Utilities Authority – commercial office building construction in Antigua and Barbuda

Plan Review:

- Edition Hotel – Tampa, Florida
- Amrit Resort – Riviera Beach, Florida
- Mansions at Acqualina – Sunny Isles Beach, Florida
- Everglades Condominium – Miami, Florida
- The Plaza on Brickell Condominium – Miami, Florida

Inspections/Reports:

- Bristol Condominium – West Palm Beach, Florida
- Porsche Design Tower – Sunny Isles Beach, Florida
- Turnberry Ocean Club Residences – Sunny Isles Beach, Florida
- Trump Towers, Sunny Isles Beach, Florida – Turnover inspection reports.
- The Ritz-Carlton Residences, Singer Island, Florida – Turnover inspection reports
- Chateau Beach Condominium – Construction quality control inspections in Sunny Isles Beach, Florida
- Miami Beach Marina – Forensic investigation report in Miami Beach, Florida

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Vincent Sancho, P.E., LEED AP
Electrical Engineering

- Diesel Spill – Forensic investigation report in Puerto Rico
- Trump Palace Condominium – Condominium turnover report in Miami Beach, Florida

Mediation Support:

- Regalia Condominium – Sunny Isles Beach, Florida
- Icon Brickell – Miami, Florida
- 610 Clematis Condominium – West Palm Beach, Florida
- Bentley Bay Condominium – Miami Beach, Florida

John C. L. Pistorino, P.E.

Mechanical Design and Inspection Services

Number of years with this firm: 6

Education

B.S., Mechanical Engineering,
 University of South
 Florida, 2013

Licenses/Certifications

Professional Engineer,
 Florida 88571

Professional Affiliations

Florida Engineering Society
 (FES) Member, Miami
 Chapter
 American Society of Heating,
 Refrigerating, and Air
 Conditioning Engineers
 (ASHRAE) Member

Honors and Awards

2018 Young Engineer of the
 Year Award- FES, Miami
 Chapter

Mr. Pistorino joined Pistorino & Alam Consulting Engineers, Inc. in 2014 and serves in the civil and mechanical engineering departments. His current responsibilities include providing design and inspection services as a civil and mechanical engineer. For the civil engineering department, Mr. Pistorino designs sanitary sewer system and sanitary lift stations as well as inspects and evaluates stormwater drainage systems, roadways, pedestrian walkways, and parking. For the mechanical engineering department, he designs primary air conditioning equipment replacement; condenser water system piping replacement; fire sprinkler systems; and water distribution systems. Mr. Pistorino also inspects and evaluates air conditioning systems and equipment; condenser and chilled water systems and equipment including cooling towers; pumps, chillers and heat exchangers; fire sprinkler systems and equipment; and water distribution systems and equipment for low, mid and high-rise residential, commercial and public buildings.

Heron Bay Community Roadway Evaluation, Coral Springs, Florida.

Served as civil inspector for this project of 22 communities on 2,200 acres. Assisted with the evaluation of roadway construction throughout the communities. Coordinated with testing lab to perform asphalt and substrate core testing and collected all asphalt samples. Quantified all roadway lengths, retention lake perimeters and embankments, and provided estimated costs for repairs.

Girls Scout Camp Wesumkee On-Site Sanitary Sewer Collection and Transmission Improvements, West Summerland Key, Florida.

Provided civil engineering design services for improvements to the sanitary sewer system which included abandonment of existing septic tanks and drain fields, specification of new sanitary pump stations total of 1,964 GPD, specification of underground transmission piping with connection to water treatment facility located at adjacent Camp Jackson Sawyer.

One Bal Harbour Condominium On-Site Storm Water Drainage Investigation, Bal Harbour, Florida.

Provided field inspection services for evaluation of on-site existing stormwater drainage system which consists of 7 drainage wells of varying capacities, sediment boxes, and various catch basins. Services included as-built drawings and well capacities review; overseeing and coordinating cleaning of all drainage wells, sediment boxes, and catch basins; collection of samples of debris found in wells and sediment boxes; and prepared evaluation report with recommendations for remediation.

Porsche Design Tower Condominium 718 Developer Turnover, Sunny Isles Beach, Florida.

Provided civil inspection services for visual evaluation of the on-site stormwater drainage system and paved parking areas. Services included review of as-built drawings, visual observations of the conditions, and cost estimate and life expectancy for replacement of the systems mentioned above. Issued report with all findings and commented on deficiencies noted in the field.

John C. L. Pistorino, P.E.
Mechanical Design and Inspection Services

Pathways Condominium Sanitary Sewer Collection, South Miami, Florida Miami, Florida. Provided civil engineering design services for new sanitary sewer connection to the public sanitary sewer system for 21 two-story buildings with a total of 144 units and allocated flow of 21,000 GPD. Design included abandonment of existing septic tanks and drain fields; specification of new sanitary gravity collection piping; and extension of gravity sewer along SW 80th Street with lateral connections for residential homes.

Jose R. Martinez, P.E.

Electrical Engineering

Number of years with this firm: 2

Number of years with other engineering firms: 30

Education

B.S., Electrical Engineering,
 Florida International
 University, 1994

Licenses/Registrations

Professional Engineer
 Florida, 58106, 2002

Software

AutoCAD
 Revit
 Microsoft Office

Mr. Martinez has 32 years of diverse engineering experience in all phases of electrical engineering including design projects with various levels of complexity with regards to voltages and power generation; permitting; value engineering; quality control; and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to ensure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Mr. Martinez's representative project experience includes:

Design:

- **Fort Lauderdale International Airport Terminal, Broward County, Florida.** Electrical/fire alarm design including drafting for 350,000 sq. ft. airport terminal.
- **Pineapple House Assisted Living/Memory Care Facility, Fort Lauderdale, Florida.** Electrical/fire alarm design, including drafting, for a seven-story building.
- **Hyatt House Hotel, Orlando, Florida.** Electrical/fire alarm design, including drafting, for 9-story building.
- **Icon Brickell Condominium, Miami, Florida.** Renovation and restoration of a 58-story building.
- **Icon South Beach Condominium, Miami Beach, Florida.** Renovation and restoration of a 42-story building.
- **Balmoral Condominium, Bal Harbour, Florida.** Renovation and restoration of a 19-story building.
- **Regalia on the Ocean Condominium, Sunny Isles, Florida.** Renovation and restoration of a 45-story building.
- **Homes 2 Suites, Gainesville, Florida.**
- **Holiday Inn, Aventura, Florida.**

Inspections/Reports:

- **Icon Brickell Condominium, Miami, Florida.** Renovation and restoration of a 58-story building.
- **Icon South Beach Condominium, Miami Beach, Florida.** Renovation and restoration of a 42-story building.

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Jose R. Martinez, P.E.
Electrical Engineering

- **Balmoral Condominium, Bal Harbour, Florida.** Renovation and restoration of a 19-story building.
- **Regalia on the Ocean Condominium, Sunny Isles, Florida.** Renovation and restoration of a 45-story building.
- **Fort Lauderdale International Airport, Broward County, Florida.** Construction quality control and inspection report.
- **Various Public Schools throughout Florida.** Inspection reports for system upgrades.
- **Various Medical Device Facilities throughout Florida.** Inspection reports for system upgrades.
- **Various Locations throughout Florida.** Certificate of Use reports.

Edwin Lemus

Senior Civil Engineering Technician

Number of years with this firm: 13

Number of years with other firms: 18

Education

A.S. Civil Engineering,
 Universidad Del Valle,
 Guatemala

Software

AutoCAD/CIVIL 3D (Latest Versions)
 Microstation V8 and
 Geo Pack
 AutoTurn 9.1
 Excel, Word, Primavera

Skills

Certified General Contractor
 CGC 1515831
 Certified Home Inspector
 HI6795
 X-Map 6 with GIS Technician

Mr. Lemus has 31 years of experience and serves as a Civil Engineering Technician in the Civil Engineering department at Pistorino & Alam Consulting Engineers, Inc. His responsibilities include preparation and coordination of demolition plans, site layout plans, grading paving and drainage plans, water and sewer plans including watermain extensions, plan and profiles, erosion control plans and signing and pavement marking plans using baseline and centerline alignments, and preparing site layouts for access driveways to be in conformance with Florida Department of Transportation (FDOT) Standards and Specifications

Mr. Lemus's representative project experience includes:

I-595 Expressway Corridor, Fort Lauderdale, Florida. Civil construction phases progress and TCP.

Crandon Park Carousel (Building 36) Key Biscayne, Florida. Civil, electrical and structural CAD engineering services.

Crandon Park Lifeguard Facility (Building 24) Key Biscayne, Florida. Civil, electrical and structural CAD engineering services.

Country Club of Miami (Equipment Maintenance Building): Miami Gardens, Florida. Civil, structural, and electrical CAD engineering services.

Country Club of Miami (Golf Cart Storage Facility): Miami Gardens, Florida. Structural, architectural, and electrical CAD engineering services.

Camp Matecumbe Chapel (Building 2): Miami, Florida. Civil and structural CAD engineering services.

Concourse 'A' Phase 2, Apron and Utility Corridor at Miami International Airport. Civil and Structural Cad Engineering Services.

Cargo Building 2224 at Miami International Airport: Design and construction phase services of a cargo building at MIA.

New Northside Runway 8-26 at Miami International Airport. Civil and structural CAD engineering services

Miami International Airport Fire Rescue and Fire Fighting Facility. Design and preparation of construction documents for the water main and sanitary sewer system.

Pompano Beach Airport 40-Year Recertifications. Inspections, reports, and peer review.

Edwin Lemus

Senior Civil Engineering Technician

B-C Infill Project at Miami International Airport. North Terminal Development Threshold Inspections.

Miami International Airport Security Operations Control Center. Structural CAD Engineering Services.

Overtown Transit Village, Miami, Florida. A two-tower facility (17- and 22-stories) that consists of build to suite offices and an eight-level parking garage.

Prima Luce, Fort Myers, Florida. A condominium facility that consists of two, 22-story towers.

Off Brickell, Miami, Florida. Mixed-use project that is comprised of a 10-story Hilton Garden Inn Hotel, nine-story office building, two-story retail spaces and a six-story parking garage.

Pump Station #NP 359 for Miami-Dade Water and Sewer Department. Professional CAD engineering services and construction administration. Design and preparation of construction documents.

Force Main NL 0359 for Miami-Dade Water and Sewer Department. Professional CAD engineering services. Provided planning, analysis, design, and prepared working drawings

Macarthur Sr. High School, Miami, Florida. Provided structural CAD engineering services for Miami-Dade County Public Schools (MDCPS).

Miami Shores Elementary, Miami, Florida. Provided structural CAD engineering services for MDCPS.

Redland Middle School, Miami Florida. Provided structural CAD engineering services for MDCPS.

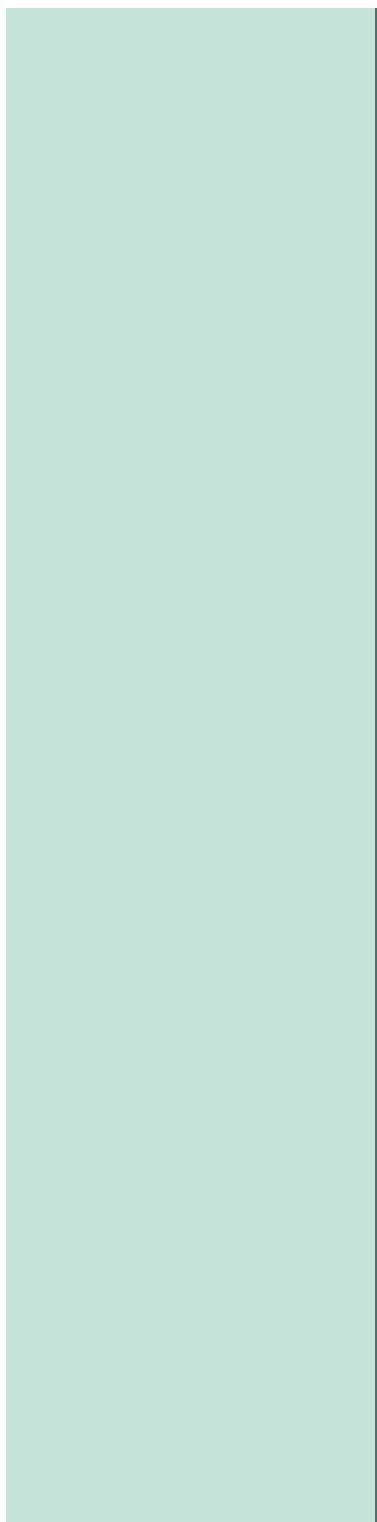
Venetian Causeway Bridge, Miami, Florida. Provided civil and structural CAD engineering services. Assignments included collection of field data and reports preparation.

Leon Medical Center (LMC) Parking Garage at Kendall, Miami, Florida. Provided civil engineering CAD design services.

LMC Parking Garage at Flagler, Miami, Florida. Provided civil engineering CAD design services.

University of Miami Simulation Hospital, Coral Gables, Florida. Provided civil engineering CAD design services.

Edwin Lemus
Senior Civil Engineering Technician



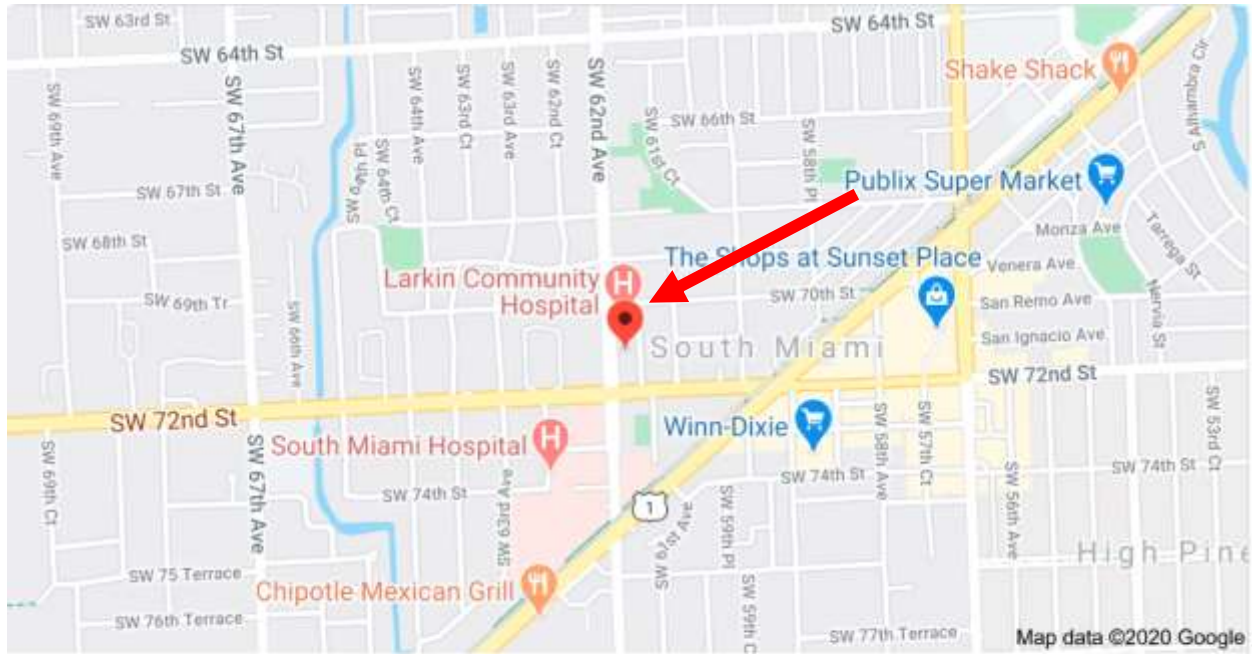
LMC-East Hialeah New Facility, Hialeah, Florida. Provided civil engineering CAD design services.

LMC-East Hialeah Parking Lot, Hialeah, Florida. Provided civil engineering CAD design services.

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Office Location

Pistorino & Alam is located at:



7171 SW 62nd Ave 4th floor
South Miami, FL 33143

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P&A Staff by Category and Staff Count

Employee	Structural	Civil	Architect	Mechanical	Electrical	Registered Professional	
Ashar Anwaar, P.E.	1					1	
Adolfo Espino, E.I., C.B.I.	1						
Clara Neukirch	1						
Edwin Lemus		1					
Gene Savitsky, P.E.				1		1	
Hamzah Riaz	1						
Henry O. Castro, R.A., NCARB			1			1	
John C. Pistorino, P.E.		1				1	
Johnny C.L. Pistorino, P.E.				1		1	
Jose R. Martinez, P.E.					1	1	
Luis E. Jimenez	1						
Manuel Garcia, P.E.		1				1	
Marty Carrasco, R.A., NCARB			1			1	
Matthew J. Gottlieb	1						
Moe Partovi, P.E.	1					1	
Omar N. Alam, P.E.	1					1	
Naim Baig	1						
Rafael Eguilior, R.A., CGC, LEED AP			1			1	
Rami Sakr, E.I.	1					1	
Roberto Perez			1				
Tahir Iqbal, P.E.	1					1	
Thierry Jacques	1						
Vincent Sancho, P.E., LEED AP					1	1	
							Total Prof Staff
Totals	12	3	4	2	2	14	23
Support Staff							
Alex Espinosa	1						
Claudia Mariategui	1						
Jacklyn Laguardia	1						
Sara Avendano	1						
Kathy Ward	1						
Dyala Corrales	1						
Pavel Graveran	1						
Rod Simms	1						
Steven Garrett	1						
Total	9						
Total Staff	32						

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

Solicitation Number E-27-20

TO: Pistorino & Alam Consulting Engineers, Inc.
(Name of Prime or General Bidder)

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

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:

Not applicable

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"

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LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # E-27-20

I, John C. Pistorino, P.E., President
(Name and Title)

Pistorino & Alam Consulting
of Engineers, Inc., certify that on the N/A day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>Not applicable.</u>		

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: The scope for this project could all be completed in-house.

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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

BID # E-27-20

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

Not applicable.

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: _____

The City of Pompano Beach
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LOCAL BUSINESS EXHIBIT "D" – Page 2

Litigation

The following is a listing of litigation within the past five (5) years our firm has been involved in:

- **Arte City Park Condominium vs. Pistorino & Alam Consulting Engineers, Inc. – 2020.** According to this claim, P&A, during its construction inspection, did not identify the contractor's failure to provide full protection of post-tension cable ends as shown on the plans of a high rise building project in 2004. However, the engineer-of-record's inspection plan did not specify that post-tension cable ends were part of P&A's inspection. This case is ongoing.
- **Axis on Brickell Condominium Association vs. Pistorino & Alam Consulting Engineers, Inc. – 2018.** According to this claim, P&A, during its construction inspection, did not identify the contractor's failure to provide full protection of post-tension cable ends as shown on the plans of a high rise building project in 2004. P&A designed the buildings (two 45-story high rise towers) as engineer-of-record and prepared the plans. P&A also inspected the construction. It was later discovered that some of the cables did not have the plastic protection cups fully installed and required adjustment. The case was settled.

City Forms

The Proposer Information Page Form and other required forms have been completed and submitted electronically through the City's eBid System

Reviewed and Audited Financial Statements

Have been uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."



7171 S.W. 62nd Ave., Fourth Floor • Miami, Florida 33143
(305) 669-2700 • Fax: (305) 669-2165

HOURLY RATES

Pistorino & Alam's hourly rates* are as follows:

Principal in Charge	\$295.00
Project Engineer, P.E. (Sr. Project Manager and all other P.E. 's)	\$195.00
Staff Engineer (Inspectors)	\$145.00
Drafting	\$85.00
Clerical/Project Support.....	\$55.00

* Rates are for the life of the contract which is 5 years

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)
03/09/2021

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

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

PRODUCER MARSH USA INC 84535429 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED PISTORINO AND ALAM CONSULTING ENGINEERS INC 7171 SW 62ND AVE FL 4 MIAMI FL 33143-4723	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		84 SBW BD5967	11/01/2020	11/01/2021	EACH OCCURRENCE	\$2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY			84 SBW BD5967	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						AGGREGATE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	
								E.L. DISEASE -EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			84 SBW BD5967	11/01/2020	11/01/2021		Each Claim Limit	\$5,000
								Aggregate Limit	\$5,000

APPROVED
 By Danielle Thorpe at 5:50 pm, Apr 01, 2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Notice of Cancellation will be provided in accordance with Form SS1224, attached to this policy. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER
 City of Pompano Beach, Florida
 Risk Management
 100 W ATLANTIC BLVD STE 219
 POMPANO BEACH FL 33060-6099
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.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: _____ _____ _____														
INSURED Pistorino & Alam Consulting Engineers I 7171 SW 62nd Ave 4th Floor Miami, FL 33143	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Argonaut Insurance Company	19801	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						APPROVED <i>By Danielle Thorpe at 5:54 pm, Apr 01, 2021</i> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7J639396	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			121AE000099402	06/18/2020	06/18/2021	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pompano Beach, Florida Risk Management 100 W. Atlantic Blvd., Suite 219 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. _____ AUTHORIZED REPRESENTATIVE

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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



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
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.

Would you select/recommend this contractor again? Yes No

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

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

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

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"

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

CONTINUING CONTRACT FOR MECHANICAL & PLUMBING ENGINEERING DESIGN SERVICES

Response Presented by:

John C. Pistorino, P.E.
President
Pistorino & Alam
Consulting Engineers, Inc.
7171 SW 62nd Avenue
4th Floor
Miami, Florida 33143
Tel: (305) 669-2700
jpistorino@pamiami.com
www.pamiami.com



Florida's Warmest Welcome

City of Pompano Beach,
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida 33060
<https://pompanobeachfl.ionwave.net>

DUE: 2:00 p.m., August 24, 2020



August 21, 2020

**Selection Committee
City of Pompano Beach, Purchasing Division**

1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
<https://pompanobeachfl.ionwave.net>

**Re: Continuing Contract for Mechanical and Plumbing Engineering Design Services
RLI No. E-27-20**

Dear Selection Committee Members:

Pistorino & Alam Consulting Engineers, Inc. (P&A) is pleased to present our qualifications to the City of Pompano Beach for the **Continuing Contract for Mechanical and Plumbing Engineering Design Services, RLI No. E-27-20**.

P&A has a wide range of experience from commercial, educational, institutional, industrial, and residential facilities and for various sectors such as private, federal, and municipal. Our Leadership in Energy and Environmental Design (LEED)-Accredited Professionals have the experience needed to provide energy efficient and green sustainable design solutions. P&A has reputation for providing exceptional service, focusing on the goals of the client, and the needs of the end user. Our firm will collaborate closely with architects, owners, developers, contractors, and other consulting engineers through the entire process. P&A strives to design Mechanical, Electrical and Plumbing (MEP) systems that meet each project's specific goals; on time and within budget.

P&A also has extensive experience serving as litigation support in an expert witness capacity. Our firm oversees our designs and construction activities on a continual basis, and therefore, we are always current on industry standards. P&A can offer assessments and reports to assist in resolving disputes.

P&A, formerly known as Herbert M. Schwartz and Associates, was established in Miami in 1967. P&A is multi-disciplined engineering firm of 32 employees with 18 employees as support staff and 14 registered professionals in-house. The design and development of projects are executed with the full resources, expertise, and experience of our associates, staff and principals, regardless of the project size. Our firm has provided start-to-completion engineering services for the design, contract administration, and construction phase services of numerous projects and facilities.

P&A was the consultant to the Miami-Dade County Code Compliance Department from 1974 to 2007. Our responsibility in this capacity was to make recommendations and provide investigative research pertaining to amendments to the South Florida Building Code (SFBC) and the Miami-Dade County Fire Prevention Code; research and compare with other building codes, review applications for Miami-Dade County Product Approval, and technical assistance for the Code Enforcement Staff of the Board and the Miami-Dade County Fire Prevention Code in the field on an as needed basis.

P&A's engineering services include design, inspections, planning, construction budgets, preparation of contract drawings and specifications, consultation regarding scheduling, construction phase services, threshold inspections, structural analysis, review of calculations, peer review of documents, investigation and evaluation of the existing structures, feasibility studies, calculations for life-cycle costs and cost estimates, repair recommendations to existing buildings, and other engineering and architectural services including emergency response.

P&A served as Project Engineer/Engineer-of-Record for HVAC, Plumbing and Fire Protection on the following projects:

- ◆ Ransom Everglades Middle School (MEP Design)
- ◆ The Palms, Parking Garage Ventilation Upgrade
- ◆ BMW Vista Motors Ventilation Project
- ◆ Horizons West Condominium Fire Protection
- ◆ Miami-Dade Transit (MDT) MLK Parking Storm Drain System Renovation
- ◆ MDT Coral Way Facility Restrooms. Mechanical and Plumbing Design
- ◆ JP Morgan Chase Bank Office Renovation Project (MEP Design)
- ◆ Golden Glade Executive Center (MEP Design)
- ◆ Greater Miami Performing Arts Center (HVAC Design including 3,000-ton Cooling Plant)
- ◆ MDT Medley Dade Metro Rail Station and Extension
- ◆ Jackson Memorial Hospital Facility MEP for Renovation Projects
- ◆ Miami International Airport (MIA) AA North Terminal Development (C-D Infill)
- ◆ Fort Lauderdale International Airport North Terminal Expansion, Concourse B
- ◆ South Miami Dade Cultural Center
- ◆ Ritz-Carlton Hotel in St. Thomas, USVI
- ◆ West Palm Beach International Airport Parking Structure #2
- ◆ Port Everglades Admin. Building, Terminal 25; 26
- ◆ Miami-Dade Police Station #90
- ◆ Chase Manhattan Bank Office, Bogota, Colombia
- ◆ Chase Manhattan Bank Office, Mexico City, Mexico
- ◆ The Forest @ Colombia Condo, Atlanta, Georgia
- ◆ Chase Manhattan Bank Office in Monterrey, Mexico
- ◆ Water Treatment Plant, Cooper City, Florida
- ◆ Miami-Dade Aviation Department (MDAD) MIA Arrival Driveway Ventilation Study
- ◆ Miami-Dade Housing Agency, Site Manager Office, Miami
- ◆ W. Thies & Sons. Inc. Refrigeration Storage Facility, Wilton Manors
- ◆ Puerto Rico Electrical Power Authority, Cooling Side, San Juan, PR
- ◆ Carnival Cruise Lines Reservation Office in Colorado
- ◆ Tri-County Commuter Railroad, Hialeah Yard Paint Shop
- ◆ Banco Popular Financial Center, St. Thomas, USVI

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In the past, P&A has been an engineering consultant for design, contract documents, bidding assistance and construction engineering and inspection services for the following governmental agencies:

- ◆ MDT
- ◆ U.S. Coast Guard
- ◆ FEMA-Miami Division Emergency Center
- ◆ Miami Dade County Public Schools
- ◆ Miami-Dade Solid Waste Department
- ◆ Miami-Dade Aviation Department
- ◆ The City of Miami Beach
- ◆ The City of Ft. Lauderdale
- ◆ The City of Florida City
- ◆ The City of Coral Gables
- ◆ The City of Miami Gardens
- ◆ The City of Hollywood

Our team's familiarity with codes, procedures, regulations, and hands-on skills, broad experience and customized techniques to provide condition assessment services for this specific project makes us the right team for your project.

Key to successful completion of a project is the team approach. P&A seeks to understand the City's needs and objectives right from the beginning of the project, analyze the goals, needs, budgets, time constraints and advise the Client for viability of the project and potential hurdles, if any. We will be proactive rather than reactive during pre-design, design and construction phase of the project.

We are a strong and capable firm of professionals ready to provide the services to the standards and satisfaction of the City of Pompano Beach. We welcome the opportunity to meet with the Selection Committee to present our qualifications.

Very truly yours,
PISTORINO & ALAM CONSULTING ENGINEERS, INC.


John C. Pistorino, P.E.
Principal

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Technical Approach

P&A's typical pre-construction procedures include a team approach to the project, with weekly Owner, Architect, Contractor (OAC) meetings, and subsequent construction walk-through and inspection. During these meetings, the procedures, construction techniques, materials and project specifics are discussed, with an emphasis on a Critical Path Method (CPM) schedule. This schedule is updated weekly as the job progresses. Also, as the job progresses, Value Analysis and Value Engineering identifies alternative ways of addressing the design to make it more cost effective and sustainable while still achieving the owner's requirements, capital and operating budget and time frame. Requests for Information (RFI), Potential Change Orders (PCO) and general construction items are discussed and resolved.

Quality control of a project commences at the beginning of the planning process, once the budget has been established. The project specifications typically reference standards such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), American Concrete Institute (ACI) or other such organizations that spell out quality or workmanship standards.

With P&A's team approach, any potential conflict or problems are discussed and identified during the weekly OAC meetings. If a problem comes up between meetings and cannot wait until the next scheduled meeting, a telephone conference or a face-to-face meeting can be quickly set up and the problem resolved. Being proactive and having contingency plans also helps reduce the possibility of conflicts and problems.

At the OAC meetings, P&A will perform weekly inspections, identify potential problems, and develop appropriate, cost-effective solutions. The design team, the contractor, and ownership will determine the best solution to an identified problem, as a team. P&A has used software programs such as Procore and RedTeam for effective project management.

Costs are controlled by constant monitoring and meetings. P&A designs the project within the budget cost plan from the outset and works with the design team, contractor and owner to accomplish this. As the job progresses, Value Analysis and Value Engineering will identify alternative ways of addressing the design to make it more cost-effective and sustainable while still achieving the owner's requirements, capital and operating budget, and timeframe.

As LEED-Accredited Professionals, we are committed to sustainable and energy efficiency. LEED gives building owners and operators the tools they need to have an immediate and measurable effect on their buildings' performance. By promoting a whole-building approach to sustainability, LEED recognizes performance in location and planning, sustainable site development, water savings, energy efficiency, materials selection, waste reduction, indoor environmental quality, innovative strategies and attention to priority regional issues.

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Schedule

P&A welcomes the responsibility of providing the schedule and budget control required of this project. P&A will employ many methods to streamline both. All the methods detailed in our Elaboration of Methodology were developed mindful of keeping project on schedule and budget. P&A is confident that by carefully scheduling knowledgeable multi-tasking personnel in accordance with anticipated work, P&A will be providing the City of Pompano Beach the most streamlined construction administration service in the industry. P&A will implement streamlining strategies on two fronts, in the office and in the field.

P&A recognizes that any strategy for controlling project schedule and budget must emphasize safety on all fronts. The responsibility for safety bears on all P&A personnel. Aside from providing our staff refresher courses and in-house training, each of us, in rotation, will be attending weekly and documenting contractor safety meetings.

P&A will keep in frequent communication with City of Pompano Beach to share any concerns about the contractor's Safety Program. Should a safety issue be raised in the field, P&A personnel will follow City of Pompano Beach protocol which, depending on the situation, may require our direct involvement. P&A will immediately alert the contractor's Safety Officer, follow all City of Pompano Beach protocol, and fully document.

In the office, our staff will use their command knowledge of contractor field performance and project constraints for intelligent schedule and budget analysis. As Contractor develops new constructs, methodologies, and strategies of completing the work, P&A will maintain diligent watch over inevitable revisions to the project schedule. Simply "Claim-Digging" against some approved Baseline/original submittal will not suffice. Indeed, trying to employ a "Baseline" tool may yield little should dramatic design changes be made.

P&A's schedule strategy is comprehensive. Establishing milestones will first be emphasized based on reasonably defined Contractor's construction strategies for each phase. All coordination milestones will also be determined. Each month the contractor's schedule will be analyzed for error and feasibility.

P&A will use "Claim Digger" against previously approved schedules to quickly demonstrate project schedule evolution. Drawing from our Project Engineer's experience and others in-house, our review will determine whether these changes are necessary, adequate, and properly project the work. Material expenditure VS invoice VS actual activity progress will be reviewed each month. Our analyst will also review resource allocation and cost loading if provided to assist with feasibility assessment. P&A believes in being proactive. P&A will provide recommendations of alternative contractor scheduling strategies whenever such strategies may bring efficiencies or recovery for the good of the project.

Should the contractor not accept these suggestions, P&A will keep log of suggestion and estimated time/cost savings to the contractor/the City, the contractor's reason for refusal, and a summary opinion for the City's review.

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P&A will be exceptionally strict with our accounting review of the Contractor. P&A will employ all of our resources to access whether Contractor claims against City of Pompano Beach are valid and justified; and if deemed so, if the claim's time/money value is accurate and fair. P&A will also be in diligent review of the work for progress payments.

The inspectors we provide are experienced with accounting governmental unit price projects. They will employ this experience in review of choice areas of the work. They will also provide a thorough analysis of the daily documentation provided to us by the contractor. Should there not be agreement between our accounting and Contractor's request for payment, investigative review by document and photo research, survey, or other means will be used to resolve the matter.

In the field, P&A's strategy is to use our experience of practical field personnel to be forthright and assistive with Contractors. P&A field inspectors will be face-to-face communicating the requirements of contract as it pertains to the supervisor or workers employed in the work at hand. Our inspectors will at every opportunity interpret plans or shop drawings, provide for coordination, review field strategies, and comment on weather or other potential impacts. P&A will assist in many other ways typically avoided by less practical inspectors. All manner of contractor inefficiency and delay observed by P&A and all assistance we provide to the Contractor will be fully documented. Should Contractor not repair managerial faults and become overly dependent on our inspectors in the field, P&A will call attention to having and be proactive, requesting from the City additional field staffing. P&A will continue yet more intensively document all observed contractor shortcomings in evidence of contractor cause for delay, risk to safety, and budget irresponsibility. Summary record will be brought to bear against any contractor claim.

POST-CONSTRUCTION PHASE

P&A will prepare a closeout procedure specific to the requirements of the project to ensure the records are prepared for storage in accordance with the requirements of City of Pompano Beach. The procedure will clearly identify the steps to be followed during the course of the project to develop, update and maintain all closeout documents. The procedure will also outline steps to be taken upon completion of each project to compile all Project Record Documents, and to ensure the Project As-Built Documents are prepared in accordance with the requirements of City of Pompano Beach's Document Management System.

OTHER CONSIDERATIONS

Our team is fully committed and dedicated to resolve project issues in a timely manner to avoid delays and added costs. P&A brings decades of experience in providing services for small to very large projects with on-time and on-budget completion. Our firm is fully cognizant of the City's needs and have assembled a team second to none, having considered the experience and qualification of the proposed team members. P&A will strive to deliver customer satisfaction to the City by ensuring the project is managed by track-proven professionals.

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References

General References:

Ms. Jennifer Perez

Property Manager

Venetian Palms Condominium Association, Inc.

7963 SW 104th Street,

Miami, Florida 33156

Email: jenniferp@kwpmc.com

Telephone: (305) 951-8088

Contract Amount: \$2,000,000 (Design, Construction Management & Inspection Services for 116,000 sf of Roofing Replacement for 8 (2) story condominium buildings and 1 club house).

Year: 2018-Ongoing

Mr. Russell Smith, LCAM, CHA

Managing Director

One Bal Harbour Corporation

10295 Collins Avenue

Bal Harbour, FL 33154

Office: 305-455-5415 | Cell: 954-740-0216

Email: managingdirector@obhcorp.com

Contract Amount: \$9,000,000 (Complete envelope repair, pool deck renovation/waterproofing, gym renovation and loggia roof repair of the One Bal Harbour Corporation and Ritz Carlton Hotel projects)

Year: 2014-Ongoing

Baptist Cardiovascular Institute – Kendall Campus

Mr. William Santiago

Vice President/Construction Administrator

HKS Architects, Inc.

2020 Salzedo Street

4th Floor

Coral Gables, FL 33134

Office: 305-476-1102

Approximate Project Cost: \$50,000,000.00 (Civil Engineer of Record responsible for the entire site design including site grading, new drainage facilities, watermain relocation, sanitary sewer service, relocation and pump station design, roadway relocation and reconstruction, pavement marking and signing. Included extensive site utilities coordination with electrical and mechanical to avoid and resolve utilities conflict.

Year: 2016

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Leon Medical Center – Hialeah Replacement Facility

Mr. Carlos Diez-Arguelles

Head of Construction

Leon Medical Centers

8600 NW 41st St

Miami, Florida 33166

Office: (305) 642-5366

Approximate project cost: \$10,000,000 (Civil Engineer of Record responsible for the entire site design including site design, new drainage facilities, watermain extension, sanitary sewer, fire and domestic water services, emergency vehicle circulation new driveways. Off-site improvements included MOT, roadway modifications and widening of East 25th Street, East 26 Street and East 5th Avenue. Extensive permitting including DERM, FDOT, FDEP and DOH. Structural Engineer of Record and Threshold Inspector for a 4-story new medical office building including foundation, superstructure and miscellaneous landscape structure design)

Year: 2016

Leon Medical Center – Women’s Center

Mr. Carlos Diez-Arguelles

Head of Construction

Leon Medical Centers

8600 NW 41st St

Miami, Florida 33166

Office: (305) 642-5366

Approximate project cost: \$10,000,000 (Civil Engineer of Record responsible for the entire site design including site design, new drainage facilities, watermain extension, sanitary sewer, fire and domestic water services, emergency vehicle circulation new driveways. Off-site improvements included MOT, roadway modifications and widening. Extensive permitting including DERM, FDOT, FDEP and DOH. Structural Engineer of Record and Threshold Inspector for a 6-story new medical office building including foundation, superstructure and miscellaneous landscape structure design)

Year: 2016

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MEP REFERENCES

GERSTEIN JUSTICE CENTER AIR HANDLING UNITS



**Structural, Mechanical,
 Electrical Design
 Permitting
 Bidding**

Client:
 Miami-Dade Internal Services
 Department (ISD)
 Design and Construction Services
 Division

Project Start Date:
 2013

Project Completion Date:
 2017

Project Construction Cost:
 \$1.3 Million

Project Manager:
 Gene Savitsky, P.E.
 Vincent Sancho, P.E.
 Tahir Iqbal, P.E.

P&A's Role:
 Prime

Reference:
 Eric Perez
 Engineer 2
 (305) 375-4814
 ecper@miamidade.gov

Pistorino & Alam Consulting Engineers, Inc. (P&A) provided structural, mechanical, and electrical design, permitting, and bidding services for this project and provided engineering assistance throughout the construction process. The existing ten air-handling units, totaling 1,200-ton of cooling capacity, in this 60-year old Court House structure became fully inoperable and because these units were obsolete, there were no replacement parts. P&A proposed new "fan-wall" technology for the retrofit of existing air-moving equipment. The most challenging condition of the project scope of work was providing 24/7 non-stop operation for the Court House.

ICON SOUTH BEACH CONDOMINIUM – POOL DECK



**Architectural
Structural
Mechanical
Electrical
Threshold Inspections**

Client:
Icon South Beach Condominium
Association

Project Start Date:
2014

Project Completion Date:
Ongoing

Project Construction Cost:
\$11 Million

Project Managers:
Ashar S. Anwaar, P.E.
Gene Savitsky, P.E.
Vincent Sancho, P.E.

P&A's Role:
Prime

Reference:
Chuck Lora
Manager
(305) 695-6910

P&A provided architectural, structural, mechanical and electrical design and threshold inspection services for the restoration and renovation of a 22,000 square foot pool deck. Made recommendations and provided designs on areas where the criterion was not established. Prepared drawings and specifications related to design of the pool deck, which included all architectural and engineering disciplines. Provided contract documents, structural calculations, contract drawings, and technical specifications. Construction of the project started in 2017 and included construction administration services.

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MIAMI INTERNATIONAL AIRPORT (MIA) CENTRAL BOULEVARD HOLIDAY DECORATIONS - ELECTRICAL PROVISION



Electrical Engineering Design and Permitting

Client:
Miami-Dade Aviation Department
(MDAD)

P&A's Role:
Prime

Project Start Date:
2020

Project Completion Date:
Ongoing

Project Construction Cost:
±\$21,000.00

Project Manager:
Vincent Sancho, P.E.

Key Project Personnel:
John C. Pistorino, P.E.
Vincent Sancho, P.E.

Reference:
James P. Ferreira, P.E.
Engineer 3
Tel: 305-876-7322
E-mail: jferreira@miami-airport.com



P&A is designing the electrical provisions for new outdoor electrical receptacles along MIA Central Boulevard to light holiday decorations on the Royal and Date Palm Trees. P&A is also providing permitting and bidding services for this project and will provide engineering assistance throughout

ADDITIONAL MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION PROJECTS

P&A served as Project Engineer/Engineer-of-Record for HVAC, Plumbing and Fire Protection on the following projects:

- ◆ Ransom Everglades Middle School (MEP design)
- ◆ The Palms. Parking Garage Ventilation Upgrade Project
- ◆ BMW Vista Motors. Ventilation Project
- ◆ Horizons West Condominium Fire Protection Project.
- ◆ MDT MLK Parking storm drain system renovation.
- ◆ MDT Coral Way Facility Restrooms. Mechanical and Plumbing design.
- ◆ JP Morgan Chase Bank Office Renovation Project (MEP design).
- ◆ Golden Glade Executive Center (MEP design).
- ◆ Greater Miami Performing Arts Center (HVAC design including 3,000-ton Cooling Plant).
- ◆ MDT Medley Dade Metro Rail Station and Extension.
- ◆ Jackson Memorial Hospital Facility Renovation Projects MEP.
- ◆ MIA. AA North Terminal Development (C-D Infill).
- ◆ Fort Lauderdale International Airport North Terminal Expansion. Concourse B.
- ◆ South Miami Dade Cultural Center.
- ◆ West Palm Beach International Airport Parking Structure #2.
- ◆ Port Everglades Admin. Building, Terminal 25; 26.
- ◆ Miami-Dade Police Station #90
- ◆ Chase Manhattan Bank Office in Bogota, Colombia.
- ◆ Chase Manhattan Bank Office in Mexico City, Mexico.
- ◆ The Forest @ Colombia Condo, Atlanta, Georgia.
- ◆ Chase Manhattan Bank Office in Monterrey, Mexico
- ◆ Water Treatment Plant, Cooper City, Florida
- ◆ MDAD Miami International Airport Arrival Driveway Ventilation Study
- ◆ Dade Housing Agency, Site Manager Office, Miami
- ◆ W. Thies & Sons. Inc. Refrigeration Storage Facility, Wilton Manors
- ◆ Puerto Rico Electrical Power Authority, Cooling Side Renovation Project. San Juan, PR
- ◆ Carnival Cruise Lines Reservation Office in Colorado
- ◆ Tri-County Commuter Railroad, Hialeah Yard Paint Shop
- ◆ Banco Popular Financial Center, St. Thomas, USVI
- ◆ Ritz-Carlton Hotel in St. Thomas, USVI

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.# 59-2686532

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	John C. Pistorino, P.E.	55	B.S.
Project Manager	Evgueni Savitsky, P.E.	46	B.S.
Asst. Project Manager	Vincent Sancho, P.E., LEED AP	24	B.S.
Other Key Member	John C. L. Pistorino, P.E.	6	B.S.
Other Key Member	Edwin Lemus	31	A.S.

SUB-CONSULTANT N/A

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		
Other Key Member		

(use attachments if necessary)

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Organizational Chart



Project Leaders

John C. Pistorino, P.E.

Principal-in-Charge

Mr. Pistorino serves as principal-in-charge of Pistorino & Alam Consulting Engineers, Inc. He has over 45 years of diversified work in code compliance, residential design and construction, high-rise condominiums, highways, bridges, building renovations, and construction administration. He oversees this multi-disciplinary, full-service, engineering design and construction services firm. The firm's main focus and clientele are commercial high-rise building structural design, mechanical design of HVAC systems including plumbing, sprinklers, pumps, boilers, fire pumps; electrical design including lighting, generators, electrical distribution, civil engineering including lift stations, water and sewer systems, drainage, roadway and parking designs, architectural design and evaluation of building cladding including windows, doors, railings; Building Code experts on construction safety, Occupational Safety and Health Administration (OSHA) requirements, Americans with Disabilities Act (ADA) accessibility; Threshold building inspections; Special inspections for windows and doors, quality control and oversight of construction; parking garage design, transportation systems Construction Engineering and Inspection (CEI) including heavy rail and bridge construction. Building exterior envelope waterproofing; Roofing design and inspections.

Gene Savitsky, P.E.

Mechanical Engineering Project Manager

Evgueni Savitsky, P.E., serves as vice-president of the mechanical department at P&A. He is involved in design, engineering evaluation, and consulting services for HVAC, plumbing, and fire protection systems for all types of buildings. Prior to this, he was a senior mechanical engineer with IMDC Engineers, Inc. (1999–2001) and earlier, with Stone and Webster Engineering Corporation (1996–1999).

Mr. Savitsky completed his engineering education in Russia, he was officially evaluated in the U.S. as an equivalent to a bachelor's degree in Construction Engineering Science. He is a licensed professional engineer in Florida, specializing in mechanical engineering. As head of mechanical department, he is leading the project for design, engineering evaluation and consulting services for the air- conditioning, plumbing and fire protection building systems. He has served as an expert witness in more than 20 legal cases.

Vincent Sancho, P.E.

Electrical Engineering Project Manager

Mr. Sancho has a bachelor's degree in electrical engineering from the University of Florida. He is a licensed professional engineer in Florida, specializing in electrical engineering. Mr. Sancho has more than ten years of diverse engineering experience in all phases of electrical engineering including peer review, design, permitting, value engineering, quality control, and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to assure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Statement of Skills and Experience of Project Team

P&A'S BACKGROUND AND HISTORY

P&A, formerly known as Herbert M. Schwartz and Associates, was established in Miami in 1967. **Since 1986, P&A** has successfully provided engineering services in the South Florida area. Over the years, the firm has been the recipient of numerous awards from local, state, and national organizations recognizing P&A's excellence in Structural, Mechanical, and Electrical Engineering services.

The design and development of projects are executed within the full resources, expertise, and experience of our associates, staff, and principals, regardless of the project size. All of the firm's activities in the areas of design, analysis, drafting, cost estimating, and specifications are fully automated. P&A utilizes the most current version of AutoCAD and ensures that our firm's engineering software is also the latest.

The foundation of the design team's approach to our projects is a unique organizational philosophy and the full participation of the firm's principals as active design professionals. This personalized attention is the key element in bringing out the successful completion of our projects and ensures that the design and technical criteria is met within budget and schedule.

EXPERIENCE

P&A has extensive experience in the planning, development, design and construction phase services of numerous buildings and facilities which include high- and low-rise residential buildings, public schools, parking garages, hotels, medical facilities, structural repairs to high-rise buildings, office buildings, public buildings, industrial plants, hospitals, banks, commercial and shopping/mercantile centers.

Our firm has also provided many emergency services for structures in distress including temporary shoring, structural analysis, design-fix supervision including public and high-rise buildings. The design, analysis and development of the projects are executed with the full resources, expertise and experience of our associates, staff and principals, regardless of the project size. At the foundation of the design, our team approach to the project is a unique organizational philosophy and guarantee of the full participation of the firm's principals as active design professionals. This personalized attention; is the key element in bringing out the successful completion of our projects and ensures that the design and technical criteria are met within budget and schedule. Our staff is devoted to providing the highest level of professional service to our clients.

MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION (MEP/FP)

P&A's engineers have extensive experience designing MEP/FP systems for both new construction and renovation projects, as well as upgrades to existing MEP/FP systems. Our engineers strive to understand an owner's needs and expectations early in the project. Initially, P&A will meet with the City to discuss the project's needs and goals. During that conversation, our team will learn all we can about the project objectives, budget, and timeline. We will focus our engineering expertise to provide the right solutions to meet those objectives.

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Throughout the project, P&A's team of MEP/FP engineers will maintain close Principal involvement from the schematic design phase throughout the construction administration process. Our team will collaborate closely with the City, architects, contractors, and other consulting engineers to produce efficient, cost-effective designs, while meeting schedule responsibilities.

Our experience with LEED® allows us to find ways to save energy costs for owners. Energy management is a key component in the design of sustainable buildings. Incorporating an energy conservation plan into facility design drives important benefits. Our primary goals for sustainability and longevity of the building systems are minimizing energy consumption, maximizing the ease of service and maintenance, and to simplify operations.

Our MEP/FP Engineering Services include:

Mechanical Systems

- Carbon Monoxide / Dioxide Detection Systems
- Ductwork and Piping Distribution Systems
- Equipment Replacement
- Equipment Selection
- Heating and Cooling Systems
- Life Cycle Cost Analysis
- Raised Access Floor Systems
- Room Pressurization
- Specialized Humidification and Temperature Requirements
- System Analysis and Energy Studies
- Ventilation Systems

Electrical

- Emergency Power and Lighting Systems
- Emergency Stand-by Power Systems
- Fire Alarm and Detection Systems
- Interior and Exterior Lighting Systems and Controls
- Parking Lot Lighting
- Fire Alarm Design and Layout
- Generator Design and Specification
- Interior and Exterior Lighting Design
- Forensic Investigations
- Due Diligence Investigations
- Construction Quality Control Inspections

Analysis and Diagrams

- Site Photometric Analysis
- Electrical Service One-Line Diagrams

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Plumbing

- Compressed Air Systems
- Domestic and Process Water Systems
- Domestic Water Heating Systems
- Fuel Gas Piping Systems
- Grey Water Systems
- Medical Gas Systems
- Sanitary, storm and process drainage systems
- Fire Protection

Building Code Consulting

- Computer Room Fire Suppression Systems
- Fire Suppression Systems
- Sprinkler and Standpipe Systems

Fire Protection

Fire protection systems are a fundamental part of overall building design and function. Knowing their potential inherent complexity is why our seasoned fire protection engineers lead the multi-discipline, code driven, and coordinated effort reducing potential risk and incorporating safeguards.

- Fire Detection
- Fire Suppression
- Smoke Mitigation & Control
- Fire Protection Infrastructure & Standpipes

PERMITTING

P&A is well familiarized in the permitting process within Miami-Dade County and other associated agencies which may have to provide project approval. Within Miami-Dade County, our firm is entirely familiar with:

- Building
- DERM
- Fire
- Water Control – ERP Permitting
- Hazardous Facilities
- Public Works
- Transit

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In addition to Miami-Dade County, P&A is also familiar with coordinating and obtaining approvals from:

- Miami-Dade-County Water and Sewer Department
- Department of Health
- Florida Department of Transportation
- Florida Department of Environmental Protection
- South Florida Water Management District
- U.S. Army Corps of Engineering

In the past, P&A has been a consultant to the following governmental agencies and provided plan review services to issue permits for:

- Miami-Dade County
- City of Miami Beach
- City of Miami Lakes
- City of Weston

BUILDING CODE COMPLIANCE

From 1974 to 2007, P&A served as the consultant to the Miami-Dade County Code Compliance Department. The Code Compliance Department hired the firm to make recommendations and provide investigative research pertaining to amendments to the South Florida Building Code (SFBC) and the Dade County Fire Prevention Code, as well as research and compare with other building codes. P&A reviewed applications for Miami-Dade County Product Approval and provided technical assistance in the field for the Code Enforcement Staff of the Board and for Dade County Fire Prevention Code, on an as needed basis.

P&A was also the Consultant to the Dade County Board of Rules and Appeals and the Metropolitan Dade County Building and Zoning Department. The firm assisted the Board in developing many provisions of the Code such as wind loading structural design requirements; new provisions for structural glazing, roof coatings, false work; shoring, wood truss design, coastal protection, fire protection, early warning detection systems (NFPA 101 Life Safety Code), roof drainage, safeguards, plastics, slip resistant flooring surfaces, and provided testimony to the Dade County Unsafe Structures Board. P&A's has been the consultant for many committees. Specifically, the Handicapped Accessibility Committee, Roofing Committee, and the Structural Committee. The firm was also the Miami-Dade County representative for adoption of the Florida Building Code (FBC).

In the private sector, P&A has considerable background in the analysis, investigations and inspections for Building Code compliance and deficient construction. Our firm has performed such services for private clients throughout Florida including major developers such as Minto Builders, BAP Development, EB Developers, Lennar Homes, Coscan Florida, Auker Development, Trafalgar, and Stiles. P&A provided services to condominium associations such as Emerald at Brickell, Brickell on the River North, Ten Aragon Condominium, Minorca Condominium, Neo Lofts Condominium, One Miami Condominium (East and West Towers), La Hacienda Condominium, The Yacht Club, The Renaissance on the Ocean Condominium, The Peninsula, Porto Vita Grande Club, Isola Condominium, Aquasol Condominium, Aqua Allison Island-Chatham, Spear and Gorlin Condominium, Miami Beach Club Williams Island, Grove Isle, Bristol Tower, Jockey Club, Quayside Tower 1000 & 4000, Brickell Key, The Grand, Mystic Pointe I, and Village Homes of Country Walk.

AWARDS AND ACHIEVEMENTS

Throughout the years, P&A has been the recipient of numerous awards from local, state and national organizations recognizing excellence in structural, mechanical and electrical engineering services.

- Our company's principal was the Chairman of the Florida Engineering Society (FES) committee that devised the Threshold Inspection Law – State of Florida Statue 553.79 in 1983.
- Our company's principal continues to serve on the State of Florida Building Code Commission Committee on Threshold Building Inspectors for the new Florida Building Code (FBC).
- Our company has conducted statewide seminars to train engineers how to perform inspections on threshold buildings involving over 600 engineers.
- P&A served as special consultant to the State of Florida Department of Business and Professional Regulation (DBPR) for probable cause investigations concerning structural engineers.
- Our company principals provide seminars on “Building Codes and Engineering Ethics” as a part of mandatory continuing education programs for licensed engineers, architects, contractors and building officials.
- P&A's principals provide seminars to engineers, architects, building officials and contractors on a regular basis.

EMPOWERING OUR COMMUNITY

Through community engagement, P&A invests in efforts by donating money to the causes that we care about. We're proud to support the following organizations that are creating hope and changing lives:

- March of Dimes
- Leon Medical Center
- Free Fall International Foundation, Inc.
- La Liga Contra el Cancer
- GMAN Sports, Sponsorship for the South Miami Grey Ghost
- Terrazas at Hyde
- Immaculata-La Salle High School
- Art Under the Oaks
- Belen Jesuit Tombola Event
- Miami Rescue Mission
- Coconut Grove Youth Football Team

GREEN AND ENVIRONMENTAL PROGRAMS

P&A principal, John Pistorino, has lived in Coral Gables since 1954 and is very sensitive to the historical and natural environment throughout the city and currently owns a 1922 original home. The preservation of the tree canopy, historic roadways, buildings, and monuments constructed during the development of the City of Coral Gables has always been important to him.

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Mr. Pistorino's present 1922 home reflects the original neighborhoods and landscaping. It's P&A's practice to work with Planning and Zoning Boards/Divisions and Historical Preservation Boards as well as the Construction Staging Committee to preserve the such attributes during the planning and alignment of underground water and sanitary sewer systems to be least disruptive to above ground historic structures and to protect the root system vegetation. For projects such as traffic calming in residential neighborhoods and other roadway improvements, P&A will include full involvement of the residents as the effect of such improvements may alter the long-standing historical environment.

In addition, Mr. Pistorino was a member of the Miami Beach Design Review and Historic Preservation Board for over eight years and therefore, is very sensitive to the necessary priorities to preserve our history.

P&A is committed to sustainable design and infrastructure. Our firm has several professional engineers and architects with LEED certifications from the U.S. Green Building Council (GCBI) and we are an Envision-qualified company. With our vast experience in planning, design and construction management, P&A can apply sustainable approaches to the various aspects of any project, as may be required.

Resumes

John C. Pistorino, P.E. Principal

Number of years with this firm: 34

Number of years with other firms: 19

Education

M.S., Civil Engineering,
University of Miami,
1970

B.S., Civil Engineering,
University of Florida,
Gainesville, 1964
Coral Gables High School
1959

Licenses/Registrations

Professional Engineer
11007, Florida, 1970
Certified Threshold Building
Inspector
202, Florida

Awards and Achievements

Outstanding Technical
Achievement Award,
Florida Engineering
Society (FES) – Miami
Chapter, February 1999
Florida's Engineer for
Service to the Profession
Award, FES, April 1991
State of Florida's Engineer of
the Year, FES, August
1984
Engineer of the Year, FES –
Miami Chapter, February
1984
State of Florida's Young
Engineer of the Year,
February 1972

Mr. Pistorino serves as principal-in-charge of Pistorino & Alam Consulting Engineers, Inc. He has over 45 years of diversified work in code compliance, residential design and construction, high-rise condominiums, highways, bridges, building renovations, and construction administration. He oversees this multi-disciplinary, full-service, engineering design and construction services firm. The firm's main focus and clientele are commercial high-rise building structural design, mechanical design of HVAC systems including plumbing, sprinklers, pumps, boilers, fire pumps; electrical design including lighting, generators, electrical distribution, civil engineering including lift stations, water and sewer systems, drainage, roadway and parking designs, architectural design and evaluation of building cladding including windows, doors, railings; Building Code experts on construction safety, Occupational Safety and Health Administration (OSHA) requirements, Americans with Disabilities Act (ADA) accessibility; Threshold building inspections; Special inspections for windows and doors, quality control and oversight of construction; parking garage design, transportation systems Construction Engineering and Inspection (CEI) including heavy rail and bridge construction. Building exterior envelope waterproofing; Roofing design and inspections.

Mr. Pistorino's representative experience includes:

Structures

Structural design of high-rise and low-rise buildings including all components; girders, frames, trusses, arches, foundations and metal structures. Advanced design techniques for reinforced concrete members and structures, such as pre-stressed concrete beams and slabs, flat plates, hollow slabs, folded plates, systems and shells, building frame analysis for wind and storm surge.

Building Codes

- Special Consulting Engineer for the South Florida Building Code (SFBC) since 1974. Have served as Consultant to the Dade County Board of Rules and Appeals and the Metropolitan Dade County Building and Zoning Department. Assisted the Board in developing many provisions of the Code such as wind loading structural design requirements; new provisions for structural glazing, windows and doors, roof coatings, false work; shoring, wood truss design, coastal protection, fire protection, roof drainage, safeguards, plastics, slip resistant flooring surfaces, handicap accessibility criteria and OSHA requirements.
- Wrote the 40-year recertification building requirement for Miami-Dade County 1976 and 1992. Investigation of new geotechnical techniques for foundation preparation; researching a multitude of new building products presented to Dade County Product Control for

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Principal

certification; fire protection; noise abatement, pile driving and many other items of concern to the Building and Zoning Department.

- Provided testimony to the Dade County Unsafe Structures Board.
- Special consultant to the Handicapped Accessibility Committee, Roofing Committee, & the Structural Committee.
- Miami-Dade County representative for adoption of the Florida Building Code (FBC). Attended statewide meetings. Negotiated sections for High Velocity Hurricane Zones
- Wrote commentary for the 2004 FBC for the Department of Community Affairs as it applies to Miami-Dade and Broward Counties for High Velocity Hurricane Wind Zone.

Hurricane Protection

Advisory consultant to the Dade County Emergency Management Department pertaining to the ability of hurricane shelters to withstand wind loads. Have assisted with the production of a variety of public broadcasting programs pertain to structures and their performance in hurricane winds. Have investigated the damage in hurricanes CHARLEY, GILBERT, HUGO, BOB, and ANDREW providing assessments and recommendations to public officials. Have served as a special consultant to Federal Emergency Management Agency (FEMA) in building code standards for hurricane resistance. Consulting engineer for the Monroe County hurricane shelter at Florida International University 2006.

Solid Waste Disposal Systems and Management

Studies, Design and Contract Documents for improvements to Dade County Resource Recovery Facility, design of transfer stations, ash container building, conveyors, incinerators, design and construction of landfill, contract and construction administration.

Highways and Traffic Engineering

Planning, design, and contract administration of construction for major materials, limited access roads, highways, and bridges. Wide experience in construction inspection and construction administration. Construction of 10 miles of US 1 and Busway for Miami-Dade Transit (MDT).

Surveying

Construction, land, and topographic surveying experience including actual party chief duties associated with the construction of large reservoirs, dams and industrial developments. Faculty member providing instruction of surveying courses and program at Miami-Dade College for over 26 years. Sponsor of Continuing Education Courses for the Florida Department of Business and Professional Regulation (DBPR).

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Investigations and Reports

Investigations and reports have been made for a variety of construction and building deficiency problems. Successful solutions have materially aided contractors, building owners, and the legal profession. Specific types of investigations have included water intrusion problems, structural failures with emphasis on curtain walls and wall openings, windows, and the effects of high velocity winds. Investigations of construction accidents including the causation and mechanics of the loss.

Marine

Bridges, sea walls, docks, marinas, boat lifts, and harbor installations such as breakwaters, wharves, piers, a marina railway, small dams and piers, and intake structures. Evaluation of corrosion in marine structures and repair and maintenance of concrete structures in corrosive environments.

Civil/Municipal

Sewers, oxidation tanks, intercepting chambers, package sewage treatment plants, water treatment, above and below ground water storage facilities, pump stations, water distribution systems, force mains, airport land- and air-side facilities, stormwater drainage, water distribution, streets and roadways and traffic signalization.

Quality Assurance/Quality Control (QA/QC)

Served as a consultant to MDT providing QA/QC on assigned projects. In charge of QA/QC for projects managed within Pistorino & Alam.

Mr. Pistorino served as principal of the firm on the following representative projects:

South Miami Metrorail Station, Miami, Florida. Metrorail prime consultant for a five-story parking garage including provisions for a three-story office building. Scope of work includes complete structural and civil design and construction inspection/administration. Evaluation of heavy rail structures including corrosion control and preventative maintenance programs.

State School "O", Miami-Dade County Public Schools (MDCPS), Miami, Florida. Design structural and civil contract documents for \$7 million dollar prototype elementary school, site work, and public arterial roadway. Completed 1990.

CS 630 Line for the Metropolitan Atlanta Transportation Authority (MARTA), Atlanta, Georgia. Responsible for structural guideway system including piers, railways and foundations into the Atlanta Airport. Scope of work included complete structural and civil design of the elevated train system servicing the Atlanta airport area. Completed 1985. Construction Cost: \$20,000,000.

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Casa Marina Addition, Key West, Florida. This \$5 million addition to the Casa Marina Resort included tennis courts and a sewage treatment plant. Scope of services included complete structural and civil design of the addition, design of a 25,000 GPD sewage treatment plant and administration of the permitting process. P&A also served as the Threshold Inspector for this work. Completed 1984.

Radisson Hotel, Miami, Florida. Scope of services consisted of structural analysis and full-time field inspection for this \$20 million facility which is a post-tension flat plate design.

Northeast Miami-Dade County Municipal Solid Waste Transfer Station, Miami, Florida. Scope of services included New Transfer Building, total site drainage, new bridge, roadways, and pollution control improvements. Cost: \$7 million.

Grove Isle Seawalls and Bridges Corrosion Control, Coconut Grove, Florida. Evaluation, inspection, testing of spalling concrete, and corrosion of bridge and seawall steel. Design of repairs and concrete restoration, construction administration during repairs.

Diplomat Resort & County Club, Hollywood, Florida. Structural engineer-of-record (EOR) and Threshold inspector.

Investigations, Studies, and Reports

Investigations and reports have been made for many types of construction problems relating to current and new, as well as, existing construction. The following is a partial list of clients served in this capacity:

INSURANCE COMPANIES:

- Aetna Life & Casualty
- I Insurance Company
- Hartford Insurance
- Maryland Casualty
- Southern Underwriters, Inc.
- Travelers Insurance
- United States Fidelity & Guaranty Insurance
- Federated
- Zurich
- State Farm Insurance
- Great American
- American Reliable
- Scottsdale
- Allstate

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CONTRACTORS:

- Frank J. Rooney
- Miller and Solomon
- M. R. Harrison
- Stone Paving
- E. M. Nezelek
- Turner
- Gust K. Newberg
- Advanced Roofing

CONDOMINIUM OWNERS ASSOCIATIONS:

- Ocean Club I
- Ocean Club II
- Ocean Club III
- Ocean Palms
- Inverrary
- Mirage
- Port Royal
- Bristol Tower
- La Mer
- Reggata Pointe
- Victoria Plaza
- Seasons
- Burleigh House
- Golden Gate
- Bayview Towers
- Grand Bay
- Seacoast Towers
- Venetia
- Maison Grande
- Villa Regina
- Yacht Harbour
- Villa Dorada
- Arlen House
- Horizons West
- Quadomain
- Coastal Towers
- Grove Isle
- Brickell Key
- Atlantis
- Brickell Place
- Villa Capri
- Quayside IV
- Brickell
- Williams Island Four Thousand
- Mystic Pointe II

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- Jockey Club III
- Carriage Club
- Williams Island Three Thousand
- Williams Island Mediterranean Village
- Williams Island One Thousand
- Williams Island Twenty-Eight Hundred
- Sable Chase
- Country Walk
- Ensonada
- Lakes by the Meadow
- Heather Walk
- Ocean Reef 14 Associations
- Mirage Condominium
- Sunset Harbor
- Horizons West 4,5,6,7
- Bristol Tower (36 stories)
- Villa Regina
- Dunes
- Regatta Point
- Majestic Towers
- Deering Bay Venice
- Grove Square (18-story)
- Grand Bay (36-story)
- L'Hermitage
- Grove Towers (22-story)
- Sunset Harbor North

GOVERNMENT AGENCIES:

- City of Miami Building & Zoning Dept.
- Florida International University
- City of Miami Beach Building & Zoning
- Miami-Dade County Building & Zoning
- Dade County Aviation Department
- Miami-Dade County Board of Rules Appeals
- Miami-Dade Water & Sewer Authority
- Miami-Dade County School Board
- Dade County Public Works Department
- Miami-Dade County Metro-Transit
- Dade County Architectural Division
- Miami-Dade County Solid Waste Division
- Dade County Attorney's Office
- Key West Housing Authority
- Volusia County School Board
- Florida Keys Community College
- U.S. Coast Guard

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- Miami-Dade Community College
- Federal Emergency Management Agency
- Dade County Office of Code Compliance
- Florida Department of Commerce
- Florida City Building & Zoning
- City of Coral Gables Building & Zoning
- City of Fort Lauderdale
- Florida Department of Transportation
- Florida Department of Business and Professional Regulation

DEVELOPERS – PRIVATE CLIENTS:

- Lennar Corporation
- Minto of Florida
- South Pointe Tower, Miami Beach
- Florida Properties
- Florida Power & Light
- Aventura Development
- Miami Seaquarium
- Jackson Memorial Hospital
- Jewish Floridian
- South Miami Hospital
- Baptist Hospital System
- Raymond Concrete Pile Co.
- James Archer Smith Hospital
- Dade County Courthouse
- Trinity Episcopal Cathedral
- Tower 1800
- Coscan of Florida
- Doral Hotel
- Carrillon Hotel
- Lynmar Hotel
- Downtown Y. M. C. A.
- Co. C.E. Building Products
- Church of Christ Scientist
- Temple Beth Moshe
- Barnett Banks
- First Nationwide Executive
- Key West Conch Train Station
- Flagler Federal
- Amerifirst Bank
- Centrust Bank
- World Invest
- Dadeland Station Shops
- Aventura Mall
- Eller Corporation
- Diplomat Hotel

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- Miami Center
- Fisher Island Inc.
- Deering Bay Associates
- Leon Medical Centers

ADDITIONAL EXPERIENCE RELATED TO HURRICANE DAMAGE

- Special Consultant for the SFBC for Miami-Dade County in revising the code for the 1994 Edition including metal buildings, impact shutters, impact windows and doors workmanship and structural provisions.
- Special Master and Committee Chairman to Rewrite Chapter 34 Roofing for the SFBC, 1995–1999.
- Consultant to the Miami-Dade County Board of Rules and Appeals and the Miami-Dade County Office of Code Compliance, 2004–2010.
- Representative for Miami-Dade County Commission in the development of the FBC, 1999–2002.
- Committee Member for the TAC committee on Threshold Buildings FBC Commission, 1999–2002.
- Consultant for the FBC 2004 to write the published commentary for buildings in the High Velocity Hurricane.
- Structural Engineering Consultant for many municipalities.
- Consultant to the Miami-Dade County Building Department for plans review and permitting 2006–Present.
- Consultant for the Miami-Dade School Board acting as Building Official for approving all plans and inspection of all public school in Miami-Dade County, 2006–2012.
- Consultant on hurricane performance for Florida Emergency Management Association providing seminars for emergency managers on building performance.
- Consultant to FEMA and Dade County in producing the break-away wall standard details buildings Constructed in V Zones for South Florida. (1986)
- Consultant for the SFBC incorporating provisions for storm surge protection and FEMA regulations, 1988.
- Consultant to Miami-Dade County on hurricane building assessment covering the effects of hurricanes Gilbert 1980, Hugo 1990, Bob 1991.
- Consultant to Miami-Dade Office of Emergency management providing assessment of all of Miami-Dade emergency shelters (88 public schools) for Kate Hale, Director, (1991). This resulted in the removal or enhancement of 44 shelters that were used by the public for Hurricane Andrew.
- Consultant to FEMA for building performance of Hurricane Andrew being one of the lead investigators in determining damage and issuing FEMA's publication on Building Performance.

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- Consultant to Southern Bell System to storm proof essential facilities and sub stations.
- Consultant to FEMA for building performance of Hurricane Charley from Orlando to Punta Gorda and outlying barrier islands, 2004.
- Consultant to Monroe County and FIU in assessing the building envelope requirements for Monroe County Hurricane Shelter buildings at Florida International University (FIU), 2005–2006.
- Guest on Public television for hurricane preparedness including channels 2, 4, 6 and 10.
- This OLD HOUSE program on building hurricane performance following Hurricane Andrew.
- Discovery Channel program on protecting buildings from hurricane in the Florida Keys from storm surge.

EOR Projects

The firm of Pistorino and Alam serves as EOR, designer and consultant for many projects in South Florida including but not limited to:

- Axis 42- story Condominium Tower in Miami, 2006–2007.
- South Miami Hospital 8-Story Diagnostic center, 2005.
- Dadeland Station Shopping Mall, 1996.
- Monroe County Court House, 2008.
- Monroe County Commission chambers (old Truman High School).
- Florida Keys Community College (Community Center, General Classroom Building, Athletic Center, Welding Laboratories and other US Coast Guard family hurricane shelter January 2010.
- Fisher Island Condominium (Four Buildings).
- Diplomat Resort and Country Club, Hollywood, Florida.
- Miami International Airport Entrance Roadway systems- upper and lower vehicular drive.
- Miami International Airport - Three parking garages.

ADA Experience

- Miami Dade County Building & Zoning Department - Consulting Engineer for, 1974–2001.
- Miami Dade County Board of Rules and Appeals – consulting engineer, 1974–2001.
 - 1) Provided ADA design drawing standards for SFBC for accessibility curb ramps which were published in the 1988 Edition SFBC appendix.
 - 2) Evaluated all accessible routes at Miami International Airport from parking garages to terminal. Provide construction design drawings. Implemented construction of accessible improvements, 1984.
 - 3) Consultant to Miami Dade county Office of Accessibility. Worked with Dan Holder to provide text for County ordinances utilizing ANSI 117.1 as basis.

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4) Provided code text recommendations for Chapter 5 of the SFBC on Handicap Accessibility for existing and new construction.

- Provided recommendations for interpretation of Accessibility questions for the Board of Rules and Appeals on individual hearings and Cases.
- Voting member of ASTM Committee F13. Pedestrian/Walkway Safety and Footwear (12 Years).
- Served as Consultant to 100 plus private property owners for refurbishing properties to meet Accessibility Standards, 1980–present.
- Served as Expert Witness on over 35 claims between properties owners and accessibility claimants 1980–present.
- Consultant to Caribbean Cruise Lines for Employee and ADA Standards, 2005.
- Reviewed compliance for accessibility Code requirements for commercial properties such as shopping centers and commercial properties over (100).
- Miami-Dade Transit Agency.
- Evaluated handicap accessibility at all train stations and parking lots/parking garages.
- Approved handicap accessibility to bus stops for the Miami Dade Bus Lanes from Cutler Ridge to Florida City.
- Provided handicap accessibility improvements for athletic facilities such as The Flagler Dog Track & The Miami Arena, (1998).

OSHA Experience

- Chief engineer overseeing and supervising multiple employees who work off swing stages and who are on major construction sites. Train employees of all disciplines on OSHA requirements (1970–present). We currently are involved in many such projects. We own and maintain harnesses and safety lines for our employees and provide training on construction site safety on a frequent basis. Pistorino and Alam Consulting Engineers, Inc. President and CEO.
- Wrote the OSHA Competent Person Training Manual as the engineering Board member of the Building Construction Industry Advisory Committee appointed by the Governor of the State of Florida. The Manual is used in Community Colleges as a course for certification for contractors and students studying Building Construction (2000). Address all aspects of the OSHA Part 1926 and Part 1910 provisions.
- Responsible for administration OSHA requirements for contractors (Odebrecht and Tower Contractors) of the Miami-Dade Transit Authority involving construction of the \$600,000 Metro-Rail Guideway system from Miami International Airport to Errington Heights Station. Set up seminars and held monthly meetings on safety requirements. Work involved large cranes with heavy bridge members on elevated guideway (2012–2016). Conducted CEI services and trained in-house field engineers. At completion of project, an award was made for 2 million-man hours with no personal injury.

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- Provided report for OSHA and Building Official as requested on collapsed slab at Snug Harbor Florida as an independent engineer to address responsibilities between contractor and engineer that caused the collapse. A construction worker was injured (2019).
- Wrote the OSHA requirements for the South Florida Building Code (SFBC) Chapter 33 – Precautions During Building Operations. As the consultant for Miami-Dade County Board of Rules and appeals, Mr. Pistorino provided the text and safeguard provisions in the code as they were described in the OSHA 1926 provisions (1974–2001). The SFBC was updated every three years.
- Evaluated the OSHA requirements as consulting engineer expert for the collapse of the Miami Dade College Parking Garage wherein 4 people were killed (2012).
- Supervised the protection of the collapse of the Miami International Airport Entrance roadway perimeter road bridge including directing emergency shoring operations and the subsequent replacement (1988).
- Wrote the Adjacent Construction Safety Manual for the Miami-Dade Transit Authority for use of all contractors doing work in or around the Metro-rail and people mover transit systems. This manual included all pertinent OSHA requirement with emphasis on personnel protection (2008).
- Served as construction expert on personal injury cases involving OSHA violations (1977–present). Approximately two cases per year over the past 35 years.
- Taught OSHA requirements as part of courses at Florida International University in the Construction Division as an adjunct professor (1985–1989).
- Taught OSHA requirements as part of the State of Florida Threshold Building Certification program for engineers in charge (1986–1989).

PROFESSIONAL SERVICE

Current and Past Committees

- Biscayne Bay Task Force Board Members - Appointed by Miami-Dade County Commission, 2019.
- Florida State Board of Building Codes and Standards Committee on Special Inspector for Threshold Buildings.
- Miami-Dade County School Board for Advanced Studies (ESAC).
- State of Florida Department of Community Affairs Special Consultant for Chapter 15 on Roofing for the proposed FBC, 1999–2002.
- Dade County Emergency Management Hurricane Assessment Shelter Committee, 1991.
- American Society for Testing Materials Committee F-13 – Footwear and Traction.
- Girl Scout of Tropical Florida- Board member,

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2015–2017.

- Dade County School Board Magnet School Committee
- President, Miami Chapter of the Florida Engineering Society, 1983.
- South Florida Inter-Professional Council, Member. 1983–1993
- City of Miami Beach Design Review Board, Board Member. 1986–1993
- **Governor appointee to the State of Florida Building Construction Industry Advisory Committee as Engineer member, 1986–2002**
- Dade County Environment Quality Control Board, 1990–2002
Chairman, 1999–2002
- Florida International University School of Engineering Industry Advisory Committee.
- Florida International University Industry Adviser to Department of Civil Engineering.
- University of Miami College of Engineering Industry Advisor to the Department of Civil Engineering.
- Past Vice Chairman, South Miami Planning and Zoning Board. Major duties included developing a new comprehensive zoning ordinance for the City of South Miami; conducting public hearings on request for zoning changes; coordinating planning of public projects with Little HUD; recommending community goals and objectives to the City.
- Committee member, Greater Miami Chamber of Commerce Mass Transit Action. Assisted in developing the proposed express bus route using exclusive bus lanes from the suburb to downtown Miami.
- Scholarship Committee Chairman ASCE, 1990–1991.
- Account Chairman, United Fund of Dade County.
- Chairman, Fees and Salaries Committee, Florida Engineering Society, Miami Chapter.
Member Board of Directors, Florida Engineering Society, Miami Chapter.
- Vice Chairman, Professional Development Committee, FES.
- Member, City of South Miami Environmental Review Board.
- Chairman, Florida Engineers in Education Practice Section.
- Chairman, Construction Environment Committee, FES.
- Member, FES Executive Board.
- President-elect, Secretary, Treasurer Director, Director of Publications,
Miami Chapter of the FES.
- Treasurer ASCE
Miami-Dade Branch

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PROFESSIONAL MEMBERSHIP

- Past president of FSEA
- FES, Fellow Member
- American Concrete Institute
- American Arbitration Association
- Society of American Military Engineers
- National Society of Professional Engineers (NSPE)
- American Society of Civil Engineers (ASCE)
- South Florida Inter Professional Council
- Mass Transportation Action Committee
- Greater Miami Chamber of Commerce
- Florida Institute of Consulting Engineers (FICE)
- Prestressed Concrete Institute
- American Institute of Steel Construction
- American Society of Engineers in Education
- South Florida Manpower Training Council
- Florida Technical Association
- Water Pollution Control Federation Member
- National Fire Protection Association (NFPA)
- American Society for Testing Materials (ASTM) Committee F-13-
Footwear and Traction
- Footwear Safety and Traction Committee
- Florida Structural Engineers Council
- Academy of Engineering Advisory Board (AOE)

PUBLICATIONS

South Florida Building Code 1979, 1984, 1988, 1994, As Consultant to Dade County Board of Rules and Appeals and the Dade County Building & Zoning Department

Miami-Interaction Journal, January 1969, John C. Pistorino, "Zoning". A comprehensive approach to zoning practice in Dade County.

Journal - FES, October, 1972. John C. Pistorino, P.E., "Engineering - A Profession". A hard look at the professional aspects of engineering careers.

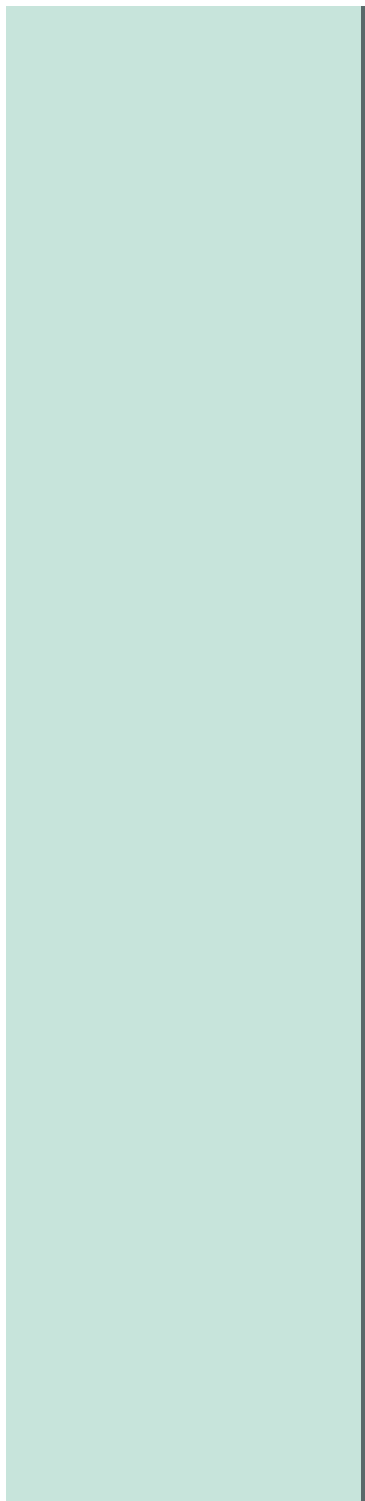
Hurricanes of 1992. Building Code Enforcement Issues, Hindsight and Foresight. The role of the Building Code in the protection of public safety and welfare.

Co-author. Building Performance: Hurricane Andrew in Florida. Observation, Recommendations and Technical Guidance. As a consultant for FEMA, 1993.

Special Inspector's Short Course, 1984, 1986, 1989. A training course for Special Inspectors of threshold buildings.

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South Florida Building Code Chapter 34 Roofing as Committee
Chairman, 1999.
Miami Dade County 40-year Building Recertification, Municipal Code
Provisions, 1975 and 1993.

Evgueni Savitsky, P.E.

VP Mechanical Engineering

Number of years with this firm: 19

Number of years with other firms: 27

Education

B.S., Construction Engineering, (officially evaluated in the U.S. by NCEES as an equivalent B.S. degree) Chkalov's Civil Building Engineering Institute, USSR, 1974
 Engineering Review Course, Florida International University, 1993—1994
 Miami Dade College, AutoCAD Drafting, Levels I, II & III, 1994

Licenses/Registrations

Professional Engineer Florida, 52760, 1998
 NCEES Certification, 0348723 (pre-certified for nationwide PE licensure)

Software

CAESAR II
 CADWorx
 HAP440 Carrier
 Traces 600
 HAAS, ELITE
 HVAC Solutions

Mr. Savitsky has over 46 years of experience and serves as vice-president of the mechanical department at Pistorino & Alam Consulting Engineers, Inc. He is involved in design, engineering evaluation, and consulting services for HVAC, plumbing, and fire protection systems for all types of buildings.

Mr. Savitsky's representative project experience includes:

The Vue Condominium, Miami, Florida. Condenser water piping replacement project. Design Engineer-of-Record (EOR) and construction management.

Brickell on the River South Condominium, Miami, Florida. Rooftop air conditioning (AC) equipment replacement project, using helicopter lift technology. Design EOR and construction management.

Jade Beach Condominium, Sunny Isles, Florida. Primary AC systems upgrade project. Design EOR and construction management.

Ritz-Carlton Hotel-Residences, Miami, Florida. Primary AC systems upgrade project. Design EOR and construction management.

Malaga Residences, Hollywood, Florida. Cooling Tower replacement/upgrade project. Construction management.

Miami-Dade Internal Services Department. Gerstein Justice Building - HVAC Systems Renovation with a Fan-wall Technology. Served as project manager and MEP design EOR.

The Broward County Family Courthouse, Fort Lauderdale, Florida. Peer review for the HVAC systems design.

Ransom Everglades Middle School, Miami, Florida. Served as project manager and MEP design EOR.

The Palms Parking Garage, Fort Lauderdale, Florida. Served as project manager and EOR for ventilation upgrade project.

BMW Vista Motors, Coconut Creek, Florida. Served as project manager and EOR for ventilation project.

Horizons West Condominium, Miami, Florida. Served as project manager and EOR for fire protection project.

Miami-Dade Transit (MDT), MLK Parking, Miami, Florida. Served as project manager and EOR for storm drain system renovation.

MDT Coral Way Facility restrooms. Served as project manager and mechanical and plumbing design EOR.

Evgueni Savitsky, P.E.
VP Mechanical Engineering

JP Morgan Chase Bank, Downtown Miami, Florida. Served as project manager and mechanical, electrical, and plumbing (MEP) design EOR for office renovation project.

Golden Glades Executive Center, Miami Gardens, Florida. Served as project manager and MEP design EOR.

Greater Miami Performing Arts Center, Miami, Florida. Served as project manager and EOR for HVAC design including 3,000-ton Cooling Plant.

MDT Medley Dade Metro Rail Station and Extension. Served as project manager and EOR.

Jackson Memorial Hospital Facility, Miami, Florida. Served as project manager and EOR for MEP renovation projects.

Miami International Airport (MIA), AA North Terminal Development (C-D Infill), Miami, Florida. Served as project manager and EOR for this project.

Fort Lauderdale International Airport, North Terminal Expansion, Concourse B, Fort Lauderdale, Florida. Served as project manager and EOR for this project.

South Miami Dade Cultural Center, Miami, Florida. Served as project manager and EOR for this project.

Palm Beach International Airport, Parking Structure No. 2, West Palm Beach, Florida. Served as project manager and EOR for this project.

Port Everglades Administration Building, Terminal 25 and 26, Fort Lauderdale, Florida. Served as project manager and EOR for this project.

Miami-Dade Police Station #90, Miami, Florida. Served as project manager and EOR for this project.

Chase Manhattan Bank Office, Bogota, Colombia. Served as project manager and EOR for this project.

Chase Manhattan Bank Office, Mexico City, Mexico. Served as project manager and EOR for this project.

The Forest at Colombia Condo, Atlanta, Georgia. Served as project manager and EOR for this project.

Evgueni Savitsky, P.E.
VP Mechanical Engineering

Chase Manhattan Bank Office, Monterrey, Mexico. Served as project manager and EOR for this project.

Water Treatment Plant, Cooper City, Florida. Served as project manager and EOR for this project.

MIA Arrival Driveway Ventilation Study, Miami-Dade Aviation Department, Miami, Florida. Served as project manager and EOR for this project.

Miami-Dade Housing Agency, Site Manager Office, Miami, Florida. Served as project manager and EOR for this project.

Puerto Rico Electrical Power Authority, Cooling Side Renovation, San Juan, Puerto Rico. Served as project manager and EOR for this project.

Carnival Cruise Lines Reservation Office, Denver, Colorado. Served as project manager and EOR for this project.

Tri-County Commuter Railroad, Hialeah Yard Paint Shop, Hialeah, Florida. Served as project manager and EOR for this project.

Banco Popular Financial Center, St. Thomas, U.S. Virgin Islands (USVI). Served as project manager and EOR for this project.

Ritz-Carlton Hotel in St. Thomas, USVI. Served as project manager and EOR.

Vincent Sancho, P.E., LEED AP

Electrical Engineering

Number of years with this firm: 9

Number of years with other engineering firms: 15

Education

Graduate School of
 Biomedical Engineering,
 Duke University, North
 Carolina, 1994
 B.S., Electrical Engineering,
 University of Florida,
 Florida, 1990

Licenses/Registrations

Professional Engineer
 Florida, 64752, 2006
 Leadership in Energy and
 Environmental Design
 Accredited Professional
 (LEED AP), U.S. Green
 Building Council (USGBC)

Professional Affiliations

Illumination Engineering
 Society (IES), Member
 International Association of
 Electrical Inspectors
 (IAEI)

Software

AutoCAD
 Microsoft Office

Mr. Sancho has more than ten years of diverse engineering experience in all phases of electrical engineering including peer review, design, permitting, value engineering, quality control, and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to assure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Mr. Sancho's representative project experience includes:

Design:

- Miami Dade Aviation Department – design of holiday lighting power system
- Existing Residential High Rise – design of new fire pump emergency power system
- Gerstein Justice Building – replaced existing HVAC system with new Fan Walls
- Icon Brickell Condominiums – design of pool deck lighting
- South Bay Club Condominium – design of pool deck club lighting and marina
- Aloft Aventura Hotel by Starwood Hotels – new construction high-rise in Aventura, Florida
- Waldorf Hotel – historic hotel renovation in Miami Beach, Florida
- 370 Hibiscus – residential construction on Hibiscus Island in Miami Beach, Florida
- Antigua Public Utilities Authority – commercial office building construction in Antigua and Barbuda

Plan Review:

- Edition Hotel – Tampa, Florida
- Amrit Resort – Riviera Beach, Florida
- Mansions at Acqualina – Sunny Isles Beach, Florida
- Everglades Condominium – Miami, Florida
- The Plaza on Brickell Condominium – Miami, Florida

Inspections/Reports:

- Bristol Condominium – West Palm Beach, Florida
- Porsche Design Tower – Sunny Isles Beach, Florida
- Turnberry Ocean Club Residences – Sunny Isles Beach, Florida
- Trump Towers, Sunny Isles Beach, Florida – Turnover inspection reports.
- The Ritz-Carlton Residences, Singer Island, Florida – Turnover inspection reports
- Chateau Beach Condominium – Construction quality control inspections in Sunny Isles Beach, Florida
- Miami Beach Marina – Forensic investigation report in Miami Beach, Florida

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Vincent Sancho, P.E., LEED AP
Electrical Engineering

- Diesel Spill – Forensic investigation report in Puerto Rico
- Trump Palace Condominium – Condominium turnover report in Miami Beach, Florida

Mediation Support:

- Regalia Condominium – Sunny Isles Beach, Florida
- Icon Brickell – Miami, Florida
- 610 Clematis Condominium – West Palm Beach, Florida
- Bentley Bay Condominium – Miami Beach, Florida

John C. L. Pistorino, P.E.

Mechanical Design and Inspection Services

Number of years with this firm: 6

Education

B.S., Mechanical Engineering,
 University of South
 Florida, 2013

Licenses/Certifications

Professional Engineer,
 Florida 88571

Professional Affiliations

Florida Engineering Society
 (FES) Member, Miami
 Chapter
 American Society of Heating,
 Refrigerating, and Air
 Conditioning Engineers
 (ASHRAE) Member

Honors and Awards

2018 Young Engineer of the
 Year Award- FES, Miami
 Chapter

Mr. Pistorino joined Pistorino & Alam Consulting Engineers, Inc. in 2014 and serves in the civil and mechanical engineering departments. His current responsibilities include providing design and inspection services as a civil and mechanical engineer. For the civil engineering department, Mr. Pistorino designs sanitary sewer system and sanitary lift stations as well as inspects and evaluates stormwater drainage systems, roadways, pedestrian walkways, and parking. For the mechanical engineering department, he designs primary air conditioning equipment replacement; condenser water system piping replacement; fire sprinkler systems; and water distribution systems. Mr. Pistorino also inspects and evaluates air conditioning systems and equipment; condenser and chilled water systems and equipment including cooling towers; pumps, chillers and heat exchangers; fire sprinkler systems and equipment; and water distribution systems and equipment for low, mid and high-rise residential, commercial and public buildings.

Heron Bay Community Roadway Evaluation, Coral Springs, Florida.

Served as civil inspector for this project of 22 communities on 2,200 acres. Assisted with the evaluation of roadway construction throughout the communities. Coordinated with testing lab to perform asphalt and substrate core testing and collected all asphalt samples. Quantified all roadway lengths, retention lake perimeters and embankments, and provided estimated costs for repairs.

Girls Scout Camp Wesumkee On-Site Sanitary Sewer Collection and Transmission Improvements, West Summerland Key, Florida.

Provided civil engineering design services for improvements to the sanitary sewer system which included abandonment of existing septic tanks and drain fields, specification of new sanitary pump stations total of 1,964 GPD, specification of underground transmission piping with connection to water treatment facility located at adjacent Camp Jackson Sawyer.

One Bal Harbour Condominium On-Site Storm Water Drainage Investigation, Bal Harbour, Florida.

Provided field inspection services for evaluation of on-site existing stormwater drainage system which consists of 7 drainage wells of varying capacities, sediment boxes, and various catch basins. Services included as-built drawings and well capacities review; overseeing and coordinating cleaning of all drainage wells, sediment boxes, and catch basins; collection of samples of debris found in wells and sediment boxes; and prepared evaluation report with recommendations for remediation.

Porsche Design Tower Condominium 718 Developer Turnover, Sunny Isles Beach, Florida.

Provided civil inspection services for visual evaluation of the on-site stormwater drainage system and paved parking areas. Services included review of as-built drawings, visual observations of the conditions, and cost estimate and life expectancy for replacement of the systems mentioned above. Issued report with all findings and commented on deficiencies noted in the field.

John C. L. Pistorino, P.E.
Mechanical Design and Inspection Services

Pathways Condominium Sanitary Sewer Collection, South Miami, Florida Miami, Florida. Provided civil engineering design services for new sanitary sewer connection to the public sanitary sewer system for 21 two-story buildings with a total of 144 units and allocated flow of 21,000 GPD. Design included abandonment of existing septic tanks and drain fields; specification of new sanitary gravity collection piping; and extension of gravity sewer along SW 80th Street with lateral connections for residential homes.

Jose R. Martinez, P.E.

Electrical Engineering

Number of years with this firm: 2

Number of years with other engineering firms: 30

Education

B.S., Electrical Engineering,
 Florida International
 University, 1994

Licenses/Registrations

Professional Engineer
 Florida, 58106, 2002

Software

AutoCAD
 Revit
 Microsoft Office

Mr. Martinez has 32 years of diverse engineering experience in all phases of electrical engineering including design projects with various levels of complexity with regards to voltages and power generation; permitting; value engineering; quality control; and construction management for residential, high-rise, commercial, and industrial projects. His experience includes performing field inspections during the construction management phase to ensure conformance with design documentation and applicable codes as well as dealing with developers, designers, building officials, and contractors.

Mr. Martinez's representative project experience includes:

Design:

- **Fort Lauderdale International Airport Terminal, Broward County, Florida.** Electrical/fire alarm design including drafting for 350,000 sq. ft. airport terminal.
- **Pineapple House Assisted Living/Memory Care Facility, Fort Lauderdale, Florida.** Electrical/fire alarm design, including drafting, for a seven-story building.
- **Hyatt House Hotel, Orlando, Florida.** Electrical/fire alarm design, including drafting, for 9-story building.
- **Icon Brickell Condominium, Miami, Florida.** Renovation and restoration of a 58-story building.
- **Icon South Beach Condominium, Miami Beach, Florida.** Renovation and restoration of a 42-story building.
- **Balmoral Condominium, Bal Harbour, Florida.** Renovation and restoration of a 19-story building.
- **Regalia on the Ocean Condominium, Sunny Isles, Florida.** Renovation and restoration of a 45-story building.
- **Homes 2 Suites, Gainesville, Florida.**
- **Holiday Inn, Aventura, Florida.**

Inspections/Reports:

- **Icon Brickell Condominium, Miami, Florida.** Renovation and restoration of a 58-story building.
- **Icon South Beach Condominium, Miami Beach, Florida.** Renovation and restoration of a 42-story building.

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Jose R. Martinez, P.E.
Electrical Engineering

- **Balmoral Condominium, Bal Harbour, Florida.** Renovation and restoration of a 19-story building.
- **Regalia on the Ocean Condominium, Sunny Isles, Florida.** Renovation and restoration of a 45-story building.
- **Fort Lauderdale International Airport, Broward County, Florida.** Construction quality control and inspection report.
- **Various Public Schools throughout Florida.** Inspection reports for system upgrades.
- **Various Medical Device Facilities throughout Florida.** Inspection reports for system upgrades.
- **Various Locations throughout Florida.** Certificate of Use reports.

Edwin Lemus

Senior Civil Engineering Technician

Number of years with this firm: 13

Number of years with other firms: 18

Education

A.S. Civil Engineering,
 Universidad Del Valle,
 Guatemala

Software

AutoCAD/CIVIL 3D (Latest Versions)
 Microstation V8 and
 Geo Pack
 AutoTurn 9.1
 Excel, Word, Primavera

Skills

Certified General Contractor
 CGC 1515831
 Certified Home Inspector
 HI6795
 X-Map 6 with GIS Technician

Mr. Lemus has 31 years of experience and serves as a Civil Engineering Technician in the Civil Engineering department at Pistorino & Alam Consulting Engineers, Inc. His responsibilities include preparation and coordination of demolition plans, site layout plans, grading paving and drainage plans, water and sewer plans including watermain extensions, plan and profiles, erosion control plans and signing and pavement marking plans using baseline and centerline alignments, and preparing site layouts for access driveways to be in conformance with Florida Department of Transportation (FDOT) Standards and Specifications

Mr. Lemus's representative project experience includes:

I-595 Expressway Corridor, Fort Lauderdale, Florida. Civil construction phases progress and TCP.

Crandon Park Carousel (Building 36) Key Biscayne, Florida. Civil, electrical and structural CAD engineering services.

Crandon Park Lifeguard Facility (Building 24) Key Biscayne, Florida. Civil, electrical and structural CAD engineering services.

Country Club of Miami (Equipment Maintenance Building): Miami Gardens, Florida. Civil, structural, and electrical CAD engineering services.

Country Club of Miami (Golf Cart Storage Facility): Miami Gardens, Florida. Structural, architectural, and electrical CAD engineering services.

Camp Matecumbe Chapel (Building 2): Miami, Florida. Civil and structural CAD engineering services.

Concourse 'A' Phase 2, Apron and Utility Corridor at Miami International Airport. Civil and Structural Cad Engineering Services.

Cargo Building 2224 at Miami International Airport: Design and construction phase services of a cargo building at MIA.

New Northside Runway 8-26 at Miami International Airport. Civil and structural CAD engineering services

Miami International Airport Fire Rescue and Fire Fighting Facility. Design and preparation of construction documents for the water main and sanitary sewer system.

Pompano Beach Airport 40-Year Recertifications. Inspections, reports, and peer review.

Edwin Lemus

Senior Civil Engineering Technician

B-C Infill Project at Miami International Airport. North Terminal Development Threshold Inspections.

Miami International Airport Security Operations Control Center. Structural CAD Engineering Services.

Overtown Transit Village, Miami, Florida. A two-tower facility (17- and 22-stories) that consists of build to suite offices and an eight-level parking garage.

Prima Luce, Fort Myers, Florida. A condominium facility that consists of two, 22-story towers.

Off Brickell, Miami, Florida. Mixed-use project that is comprised of a 10-story Hilton Garden Inn Hotel, nine-story office building, two-story retail spaces and a six-story parking garage.

Pump Station #NP 359 for Miami-Dade Water and Sewer Department. Professional CAD engineering services and construction administration. Design and preparation of construction documents.

Force Main NL 0359 for Miami-Dade Water and Sewer Department. Professional CAD engineering services. Provided planning, analysis, design, and prepared working drawings

Macarthur Sr. High School, Miami, Florida. Provided structural CAD engineering services for Miami-Dade County Public Schools (MDCPS).

Miami Shores Elementary, Miami, Florida. Provided structural CAD engineering services for MDCPS.

Redland Middle School, Miami Florida. Provided structural CAD engineering services for MDCPS.

Venetian Causeway Bridge, Miami, Florida. Provided civil and structural CAD engineering services. Assignments included collection of field data and reports preparation.

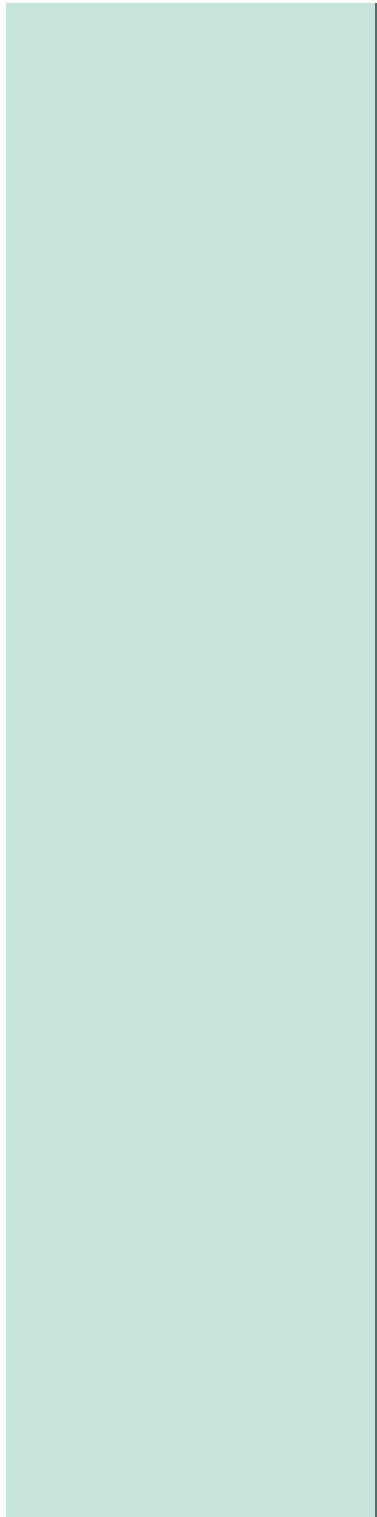
Leon Medical Center (LMC) Parking Garage at Kendall, Miami, Florida. Provided civil engineering CAD design services.

LMC Parking Garage at Flagler, Miami, Florida. Provided civil engineering CAD design services.

University of Miami Simulation Hospital, Coral Gables, Florida. Provided civil engineering CAD design services.

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Edwin Lemus
Senior Civil Engineering Technician



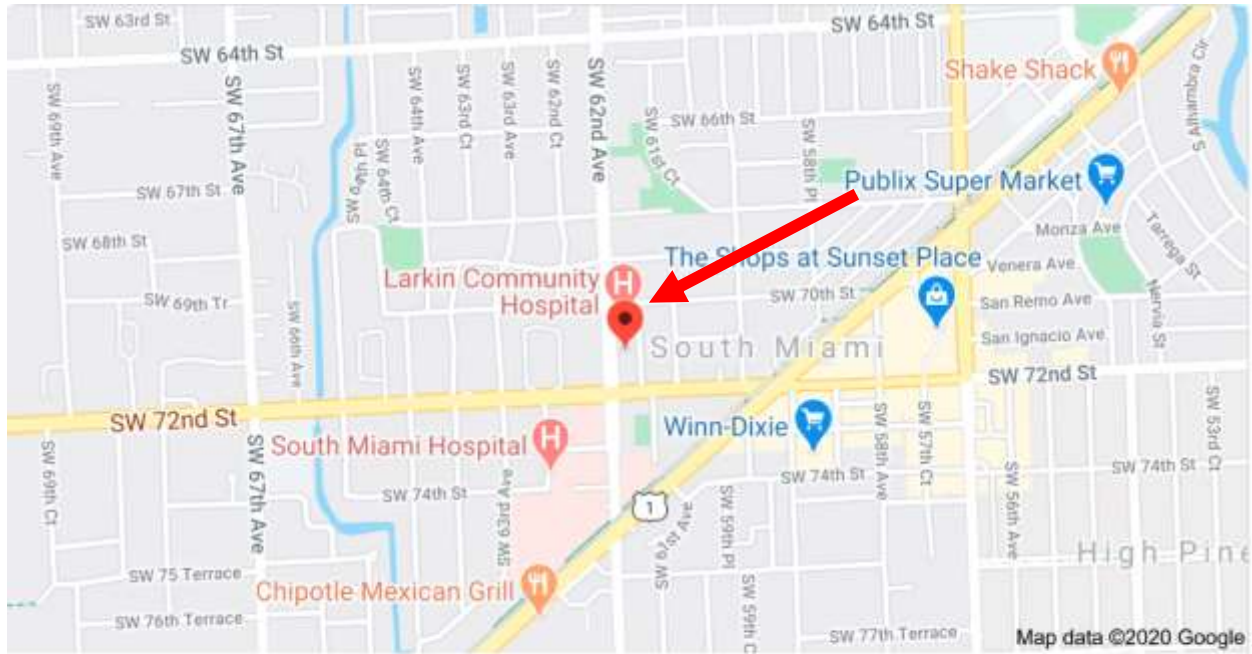
LMC-East Hialeah New Facility, Hialeah, Florida. Provided civil engineering CAD design services.

LMC-East Hialeah Parking Lot, Hialeah, Florida. Provided civil engineering CAD design services.

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Office Location

Pistorino & Alam is located at:



7171 SW 62nd Ave 4th floor
South Miami, FL 33143

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P&A Staff by Category and Staff Count

Employee	Structural	Civil	Architect	Mechanical	Electrical	Registered Professional	
Ashar Anwaar, P.E.	1					1	
Adolfo Espino, E.I., C.B.I.	1						
Clara Neukirch	1						
Edwin Lemus		1					
Gene Savitsky, P.E.				1		1	
Hamzah Riaz	1						
Henry O. Castro, R.A., NCARB			1			1	
John C. Pistorino, P.E.		1				1	
Johnny C.L. Pistorino, P.E.				1		1	
Jose R. Martinez, P.E.					1	1	
Luis E. Jimenez	1						
Manuel Garcia, P.E.		1				1	
Marty Carrasco, R.A., NCARB			1			1	
Matthew J. Gottlieb	1						
Moe Partovi, P.E.	1					1	
Omar N. Alam, P.E.	1					1	
Naim Baig	1						
Rafael Eguilior, R.A., CGC, LEED AP			1			1	
Rami Sakr, E.I.	1					1	
Roberto Perez			1				
Tahir Iqbal, P.E.	1					1	
Thierry Jacques	1						
Vincent Sancho, P.E., LEED AP					1	1	
							Total Prof Staff
Totals	12	3	4	2	2	14	23
Support Staff							
Alex Espinosa	1						
Claudia Mariategui	1						
Jacklyn Laguardia	1						
Sara Avendano	1						
Kathy Ward	1						
Dyala Corrales	1						
Pavel Graveran	1						
Rod Simms	1						
Steven Garrett	1						
Total	9						
Total Staff	32						

Local Businesses: Completed Local Business program forms, Exhibits A-D.

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

Solicitation Number & Title: E-27-20 -CONTINUING CONTRACT FOR MECHANICAL AND PLUMBING ENGINEERING DESIGN SERVICES Prime Contractor's Name: Pistorino & Alam Consulting Engineers, Inc.

Name of Firm, Address Not applicable.	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %

LOCAL BUSINESS EXHIBIT "A"

The City of Pompano Beach
Continuing Contract for Mechanical and Plumbing Engineering Design Services
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LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number E-27-20

TO: Pistorino & Alam Consulting Engineers, Inc.
(Name of Prime or General Bidder)

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

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:

Not applicable

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"

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LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # E-27-20

I, John C. Pistorino, P.E., President
(Name and Title)

Pistorino & Alam Consulting
of Engineers, Inc., certify that on the N/A day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>Not applicable.</u>		

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: The scope for this project could all be completed in-house.

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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

BID # E-27-20

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

Not applicable.

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

3. Did you send written notices to Local Businesses?

Yes No

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

4. Did you advertise in local publications?

Yes No

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

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

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

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

8. Other comments: _____

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LOCAL BUSINESS EXHIBIT "D" – Page 2

Litigation

The following is a listing of litigation within the past five (5) years our firm has been involved in:

- **Arte City Park Condominium vs. Pistorino & Alam Consulting Engineers, Inc. – 2020.** According to this claim, P&A, during its construction inspection, did not identify the contractor's failure to provide full protection of post-tension cable ends as shown on the plans of a high rise building project in 2004. However, the engineer-of-record's inspection plan did not specify that post-tension cable ends were part of P&A's inspection. This case is ongoing.
- **Axis on Brickell Condominium Association vs. Pistorino & Alam Consulting Engineers, Inc. – 2018.** According to this claim, P&A, during its construction inspection, did not identify the contractor's failure to provide full protection of post-tension cable ends as shown on the plans of a high rise building project in 2004. P&A designed the buildings (two 45-story high rise towers) as engineer-of-record and prepared the plans. P&A also inspected the construction. It was later discovered that some of the cables did not have the plastic protection cups fully installed and required adjustment. The case was settled.

City Forms

The Proposer Information Page Form and other required forms have been completed and submitted electronically through the City's eBid System

Reviewed and Audited Financial Statements

Have been uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."



7171 S.W. 62nd Ave., Fourth Floor • Miami, Florida 33143
(305) 669-2700 • Fax: (305) 669-2165

HOURLY RATES

Pistorino & Alam's hourly rates* are as follows:

Principal in Charge	\$295.00
Project Engineer, P.E. (Sr. Project Manager and all other P.E. 's)	\$195.00
Staff Engineer (Inspectors)	\$145.00
Drafting	\$85.00
Clerical/Project Support.....	\$55.00

* Rates are for the life of the contract which is 5 years

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)

03/09/2021

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

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

PRODUCER MARSH USA INC 84535429 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#		
INSURED PISTORINO AND ALAM CONSULTING ENGINEERS INC 7171 SW 62ND AVE FL 4 MIAMI FL 33143-4723	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		84 SBW BD5967	11/01/2020	11/01/2021	EACH OCCURRENCE \$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000	
							MED EXP (Any one person) \$10,000	
							PERSONAL & ADV INJURY \$2,000,000	
A	AUTOMOBILE LIABILITY			84 SBW BD5967	11/01/2020	11/01/2021	GENERAL AGGREGATE \$4,000,000	
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PRODUCTS - COMP/OP AGG \$4,000,000
								COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
								BODILY INJURY (Per person)
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			84 SBW BD5967	11/01/2020	11/01/2021	Each Claim Limit \$5,000 Aggregate Limit \$5,000	

APPROVED

By Danielle Thorpe at 5:50 pm, Apr 01, 2021

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

Those usual to the Insured's Operations. Notice of Cancellation will be provided in accordance with Form SS1224, attached to this policy. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

City of Pompano Beach, Florida
 Risk Management
 100 W ATLANTIC BLVD STE 219
 POMPANO BEACH FL 33060-6099

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.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/08/2021

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:
	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:
INSURED Pistorino & Alam Consulting Engineers I 7171 SW 62nd Ave 4th Floor Miami, FL 33143	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Property Cas. Co. of America 25674
	INSURER B : Argonaut Insurance Company 19801
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

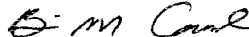
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						APPROVED <i>By Danielle Thorpe at 5:54 pm, Apr 01, 2021</i> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J639396	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			121AE000099402	06/18/2020	06/18/2021	\$1,000,000 per claim \$1,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium as required by written contract.

CERTIFICATE HOLDER City of Pompano Beach, Florida Risk Management 100 W. Atlantic Blvd., Suite 219 Pompano Beach, FL 33060	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. AUTHORIZED REPRESENTATIVE 
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