

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

LAKDAS/YOHALEM ENGINEERING, INC.



*CONTINUING CONTRACT FOR ENGINEERING SERVICES
for*

**CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION
(CEI) SERVICES FOR VARIOUS CITY PROJECTS T-28-20**

**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 Lakdas/Yohalem Engineering, 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. T-28-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Lakdas/Yohalem Engineering, Inc.

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. T-28-20, 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:

Lakdas/Yohalem Engineering, Inc.
2211 NE 54th St.
Fort Lauderdale, FL 33308

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”

Lakdas/Yohalem Engineering Inc.

Witnesses:

[Handwritten Signature]
Signature

Walter Crawford
Name Typed, Printed or Stamped

By: [Handwritten Signature]
Lakdas Nanayakkara, P.E., President

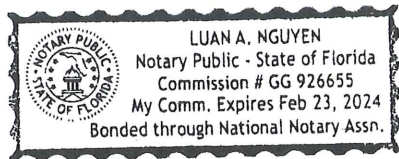
[Handwritten Signature]
Signature

Pravin Nanayakkara
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 23rd day of March, 2021, by Lakdas Nanayakkara, as President of Lakdas/Yohalem Engineering, 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:



[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

LUAN NGUYEN
(Name of Acknowledger Typed, Printed or Stamped)

GG 926655
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-28-20**

**CONTINUING CONTRACT FOR CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES**

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

July 23, 2020

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
T-28-20

CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI)
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 construction engineering inspection (CEI) 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](#)
- Functional Areas of Interest:
Civil Engineering (General), Water and Wastewater Engineering, Stormwater Engineering, Utilities Engineering (Subsurface Engineering), Surveying and Geographic Information Services (GIS), Geotechnical Engineering, Landscape Architecture, Mechanical Engineering, Structural Engineering, Traffic Engineering, Bridge Engineering, and Highways.

A. Scope of Services

The City intends to issue multiple contracts to professional firms to provide continuing CEI services to the City and the CRA for various projects as-needed. Professional services under

this contract will be restricted to those required for any project for which construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.00.

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

- Prepare Constructability Review at various phases of design, which may include but not limited to:
 - Determine appropriate construction durations and milestones.
 - Document the process of auditing the quality requirements, control measures and how compliance will be recorded. (Quality Assurance: QA)
- Provide General Inspection Services relative to Various Disciplines of Scope which may include but not limited to:
 - Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document.
 - Observe the Contractor's work to determine the schedule progress and the quality of the work performed.
- Provide Project Management Services on behalf of the City, which may include but not limited to:
 - Act as an extension of the City's project management staff.
 - Monitor the Contractor's on-site construction activities and inspect materials entering the work site in accordance with the plans, specifications, and special provisions of the construction contract to determine that the projects are constructed in reasonable conformity with such documents.

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 explosion & collapse**

bodily injury and property damage

— 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: 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: a. Organizational chart for project b. Number of technical staff	0-15

- c. Qualifications of technical staff:
 (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 ENTIRTY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

PROJECT TEAM

SOLICITATION NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

I Certify



Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
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 "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

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

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

3. Did you send written notices to Local Businesses?

___ Yes ___ No

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

4. Did you advertise in local publications?

___ Yes ___ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



**City of Pompano Beach
Request for Letters of Interest T-28-20**

**Continuing Contract for Construction Engineering
Inspection (CEI) Services**

August 24, 2020 2:00 p.m.

RLI T-28-20



From:



Zone of Excellence in Engineering™

LAKDAS/YOHALEM ENGINEERING, INC.
Consulting Structural Engineers
 2211 NE 54th Street
 Fort Lauderdale, FL 33308
 Office: (954) 771-0630 Fax: (954) 771-0519



Title Page

City of Pompano Beach Request for Letters of Interest T-28-20

Continuing Contract for Construction Engineering Inspections (CEI) Services

Due 08-24-2020 2:00 p.m.



Zone of Excellence in Engineering™
LAKDAS/YOHALEM ENGINEERING, INC.
Project Contact: Lakdas Nanayakkara, PE, President
2211 NE 54th Street
Fort Lauderdale, FL 33308
Office: (954) 771-0630 Fax: (954) 771-0519



Zone of Excellence in Engineering™

RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES



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**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



Letter of Transmittal

August 20, 2020

City of Pompano Beach

Via Pompanobeachfl.ionwave.net

**Re: Request for Letters of Interest T-28-20
Continuing Contract for Continuing Engineering Inspection (CEI) Services**

Selection Committee:

Lakdas/Yohalem Engineering, Inc. (L.Y.E) is pleased to present this Letter of Transmittal to offer the professional engineering services required for structural engineering services and construction inspection services (CEI) for the City of Pompano Beach.

Lakdas/Yohalem Engineering, Inc. (L.Y.E) is a medium sized professional structural and civil engineering firm that has been in operation in South Florida since 1970 headquartered in Broward County. We have provided professional engineering services to the tri-county area for over half a century. This includes city and local Government building facilities, seawalls, bulkheads, water and wastewater treatment plants, water control structures and solid waste complexes. Also, we provide marine and bridge engineering services.

Our firm has completed over 4,500 projects with over 1,800 commercial and public buildings, 12 major water and wastewater treatment plants, 46 water control pump station structures, 84 marinas and major seawall projects during the past 50 years in the US and several islands in the Caribbean Basin. We are also State of Florida Certified Threshold & Special Inspectors. We have three licensed Professional Engineering including the principal of the firm, *Lakdas Nanayakkara* and two additional staff members. We also have in-house state certified general contractors who have in depth knowledge of design, inspection and constructability of water and wastewater treatment plant projects. L.Y.E. offers a variety of inspection and Engineering Design services which include threshold and site inspections, feasibility studies, design and condition survey of structures, damage assessments and restoration, value engineering, constructability, and peer review.

We are currently provided CEI Services at Port Everglades Crail Rail Project since 2017 and inspections at the Fort Lauderdale/Hollywood Airport:

- Elevated Roadway Renovation and Improvements
- Crosswalk Improvements
- Expansion Joint Replacement

L.Y.E has worked for the City of Pompano Beach for over 45 years! We were the structural engineer of record and provided CEI services on all projects shown below:

- Pompano Beach Library and Community Center
- Pompano Beach Reuse Facility
- Pompano Beach Water Treatment Plant (Up-Grade)
- SE 11th Avenue Bridge Renovation
- SE 5th Street Bridge Replacement
- McNab Bridge Renovation
- Over 30 Miscellaneous Projects over the last 45 Years
- Pompano Beach Fishing Pier Renovation – *we have performed services on the Pier three times over the past 9 years!*



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



We have performed similar engineering services on continuing services contract for various public entities such as:

- City of Pompano Beach
- City of Margate
- Town of Davie
- Broward County
- City of Lauderhill
- City of Fort Lauderdale

It is our understanding that the referenced contract requires Construction Engineering Inspections (CEI). Our portfolio of projects has included at a minimum of water treatment plants, community parks, marinas, educational re-roofing, bridges, seawalls, municipal complexes, fire rescue and beach safety complexes and fishing piers.

L.Y.E utilizes state of the art software such as (Revit and Auto Cad) systems to provide efficient, detail-oriented engineering services. The L.Y.E. staff is made up of a well experienced technical group of individuals who are professional engineers with general contractor backgrounds. Our firm has extensive experience in South Florida, with in-depth knowledge of the Florida building Code, Department of Environmental Protection, South Florida Water Management District, United States Environmental Protection Agency, and the United States Corps of Engineer.

Corporate Location, Corporate Contract, Project Manager and Point of Contact:

Lakdas Nanayakkara P.E., President / lye@lyengineering.com

2211 NE 54th Street, Fort Lauderdale, FL 33308 / Phone: 954-771-0630 / Fax: 954-771-0519

Strength and Stability: L.Y.E. has been providing professional engineering services for over 50. We have a proven track record in S. Florida providing structural and civil engineering inspection services. Our firm has enough cash reserve to sustain the firm, employees, and current financial obligations for a period of four to six months should the need ever arise. The firm also has approval and access to a Credit Line which the firm has not used in the past 35 years!

We will assure you that Lakdas/Yohalem Engineering, Inc. will provide professional engineering and construction inspection services for the City of Pompano Beach within the established budget, in a timely manner.

L.Y.E has appointed, Lakdas Nanayakkara, P.E., (Principal in Charge), as the liaison and project manager for this contract. We appreciate the opportunity to present our qualifications and are available to address any questions that you may have.

Sincerely,

Lakdas Nanayakkara, PE
President



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



Technical Approach/Responsibilities

We approach each Task Order assigned to the firm by either meeting with or discussing the specifics of the project with the City's personnel. Once the scope is identified and the schedule is understood LYE will provide the necessary Construction Engineering Inspections (CEI) tasks which may include but not limited to the following depending on the project specifics.

- On-site construction inspections
- Oversight of all Contractor activities
- Analyzing and verifying Contractor's Schedules
- Acting as the liaison between the Contractor, the Engineer of Record and the City
- Maintaining records of all activities and events relating to the project
- Processing all shop drawings and Requests for Information (RFIs)
- Monitor verification of Quality Control tests
- Monitor verification of adherence to permit conditions
- Verifying and processing pay requests
- Verifying contractor quantity calculations including field measurements For EOR Review
- Verify Contractors Documenting significant project changes
- Verifying and processing potential change order requests
- Monitor errors and omissions identify field conditions for EOR Review
- Interpreting the plans, specifications, and contractual requirements
- Assisting in claims and disputes resolution
- Providing public information services as required to manage public involvement
- Preparing and managing pre-construction and construction progress meetings
- Preparing and disseminating meeting minutes
- Providing a compliance specialist to ensure the Contractor's compliance with specific contract requirements such as EEO and DBE measures
- Preparing and submitting to the County Monthly Construction Status Reporting System (CSRS) reports



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



Schedule

Lakdas/Yohalem Engineering, Inc. (LYE) agrees to perform construction engineering inspection services (CEI) for all types of Pompano Beach facilities which are assigned to us. We are experienced in providing construction phase services during pre-construction within the city's established time and budget.

Schedule/Budget Compliance Expertise with Scheduling

We understand the importance of your projects and assure you that we will be very responsive when CEI requests are received. We are extremely familiar with local codes, ordinances, and regulations which our inspectors use daily.

The L.Y.E. Team is aware of the importance of the project schedule and strives to continuously meet or improve the schedule. We use our experience to advise the City, and identify where necessary, alternative design and construction approaches to establish a schedule that is realistic and achievable.

Excellent communication is key to staying on schedule. The L.Y.E. Team will communicate openly with the City, and document all discussions, so that everyone remains informed throughout the planning and design process.

Ability to adhere to schedule:

Communication is key to staying on schedule. The L.Y.E. Team will communicate openly with the City and document all discussions, so that everyone remains informed throughout the planning and design process. L.Y.E. will utilize our scheduling software/system to control the design and construction processes.

For L.Y.E. Construction Project Manager (CPM) utilized Microsoft Project and PROCORE to make scheduled milestones available for all parties aware of the construction progress. Then L.Y.E.'s schedule contract contains all required detail tasks or activities in precedence format to fully describe the planning and execution of the project, at a detailed level, to fully control the time parameters of the project. Construction projects are made up of several individual activities that must be accomplished to complete the project.



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



References



**LAKDAS/YOHALEM
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**Responder's Name:** _____

Responder must provide the following information for five (5) previous clients in which similar scope of services were performed within the last five (5) years.

Reference No. 1

Company Name:	Broward County/Port Everglades
Location (City, State):	Fort Lauderdale, FL
Date of Service:	05-2010
Contact Person:	Don Ellis, Project Manager
Contact Number:	954-357-5500
Email Address:	DOELLIS@broward.org

Reference No. 2

Company Name:	City of Hollywood, Dept. Design & Const. Mgnt.
Location (City, State):	Hollywood, FL
Date of Service:	09-05 to Present
Contact Person:	Walter Wernecke, Sr. Project Manager
Contact Number:	954-921-3410 x6036
Email Address:	WWERNECKY@hollywoodfl.org

Reference No. 3

Company Name:	Town of Davie
Location (City, State):	Davie, FL
Date of Service:	02-2008
Contact Person:	Abidemi Ajayi, Assistant Town Engineer
Contact Number:	954-797-1096
Email Address:	aaajayi@davie-fl.gov



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Reference No. 4

Company Name:	City of Fort Lauderdale
Location (City, State):	Fort Lauderdale, FL
Date of Service:	2018
Contact Person:	Raymond Nazaire, Project Manager II
Contact Number:	954-823-5143
Email Address:	RNazaire@fortlauderdale.gov

Reference No. 5

Company Name:	Broward County Aviation Dept.
Location (City, State):	Fort Lauderdale, FL
Date of Service:	2017-2019
Contact Person:	Marsha L. Maldonado Rivera, Airport Engineer
Contact Number:	954-359-2255
Email Address:	MMRIVERA@broward.org

Reference No. 6

Company Name:	City of Pembroke Pines
Location (City, State):	Pembroke Pines, FL
Date of Service:	07-2019
Contact Person:	George Wrvs, Project Manager
Contact Number:	954-518-9045
Email Address:	gwrves@ppines.com



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RFQ #19-11-388

REFERENCE CHECK SURVEY

RFQ #19-11-388 – CIVIL/GENERAL ENGINEERING, WATER/WASTEWATER TREATMENT PLANT ENGINEERING, SURVEYING AND MAPPING, ARCHITECTURAL DESIGN, AND GEO-TECHNICAL SERVICES

FIRM BEING SURVEYED: Lakdas/Yohalem Engineering, Inc.

COMPANY COMPLETING SURVEY: _____

PERSON COMPLETING SURVEY: _____ **DATES OF SERVICE:** _____

1. **Describe the scope of work performed by this firm for your organization? Provide Project Name.**
 LYE has worked for several of our projects as a structural firm under our Utilities and Pavement Agreement with Keith and Associates. Specifically the Exit Roadway Project, Crosswalk Signalization and the Upper Level Terminal Drive Project
2. **Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	8
2	Ability to maintain project schedule and complete project on time/early	9
3	Quality/Qualifications of workmanship	9
4	Professionalism of Firm	10
5	Firms cooperation and reliability	10
6	Ability to communicate	9
7	Ability to maintain proper and detailed documentation	9
8	Appropriate use of technology	9
9	Ability to offer solid recommendations	9
10	Overall Client Satisfaction	9

3. **What problems, if any, were encountered with this firm during performance of the project, and how were they resolved?**
 None

4. **Would you re-hire this firm?**

Yes: X No: _____ Maybe: _____

Signature of Evaluator

12/17/2019
Date



RFQ #19-11-388

REFERENCE CHECK SURVEY

RFQ #19-11-388 – CIVIL/GENERAL ENGINEERING, WATER/WASTEWATER TREATMENT PLANT ENGINEERING, SURVEYING AND MAPPING, ARCHITECTURAL DESIGN, AND GEO-TECHNICAL SERVICES

FIRM BEING SURVEYED: Lakdas/Yohalem Engineering, Inc.
 COMPANY COMPLETING SURVEY: City of Hollywood, Dept. Design & Constr. Mgt.
 PERSON COMPLETING SURVEY: Walter Wernicke DATES OF SERVICE: 9/05 - Current
Senior Proj Mgr.

- Describe the scope of work performed by this firm for your organization? Provide Project Name. City of Hollywood Arts Park Amphitheater. Design, permitting, CA for structural for performance venue - Steel design for roof.
- Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	9
2	Ability to maintain project schedule and complete project on time/early	9
3	Quality/Qualifications of workmanship	9
4	Professionalism of Firm	10
5	Firms cooperation and reliability	9
6	Ability to communicate	9
7	Ability to maintain proper and detailed documentation	9
8	Appropriate use of technology	9
9	Ability to offer solid recommendations	9
10	Overall Client Satisfaction	9

- What problems, if any, were encountered with this firm during performance of the project, and how were they resolved? problems were resolved many times in the field, via inspections and accurate documentation.
- Would you re-hire this firm?

Yes: No: Maybe:

Walter Wernicke
Signature of Evaluator

12.16.19
Date



RFQ #19-11-388

REFERENCE CHECK SURVEY

RFQ #19-11-388 – CIVIL/GENERAL ENGINEERING, WATER/WASTEWATER TREATMENT PLANT ENGINEERING, SURVEYING AND MAPPING, ARCHITECTURAL DESIGN, AND GEO-TECHNICAL SERVICES

FIRM BEING SURVEYED: Lakdas/Yohalem Engineering, Inc.
 COMPANY COMPLETING SURVEY: Broward County
 PERSON COMPLETING SURVEY: Donald Ellis DATES OF SERVICE: 05-2019

1. Describe the scope of work performed by this firm for your organization? Provide Project Name.
STRUCTURAL RENOVATION & REPAIR TO PORT EVERGLADES NORTH PORT PARKING GARAGE.
2. Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	10.00
2	Ability to maintain project schedule and complete project on time/early	10
3	Quality/Qualifications of workmanship	10
4	Professionalism of Firm	9
5	Firms cooperation and reliability	10
6	Ability to communicate	9
7	Ability to maintain proper and detailed documentation	10
8	Appropriate use of technology	10
9	Ability to offer solid recommendations	9
10	Overall Client Satisfaction	10

3. What problems, if any, were encountered with this firm during performance of the project, and how were they resolved? *NO PROBLEMS*

4. Would you re-hire this firm?

Yes: No: Maybe:

DELLS

 Signature of Evaluator

12/16/2019

 Date



RFQ #19-11-388

REFERENCE CHECK SURVEY

RFQ #19-11-388 – CIVIL/GENERAL ENGINEERING, WATER/WASTEWATER TREATMENT PLANT ENGINEERING, SURVEYING AND MAPPING, ARCHITECTURAL DESIGN, AND GEO-TECHNICAL SERVICES

FIRM BEING SURVEYED: Lakdas/Yohalem Engineering, Inc.
 COMPANY COMPLETING SURVEY: City of Fort Lauderdale
 PERSON COMPLETING SURVEY: Raymond Nazaire, P.E., CGC. DATES OF SERVICE: 2018

- Describe the scope of work performed by this firm for your organization? Provide Project Name.**
 City Hall Cooling towers: Lakdas Yohalem was contracted by the city to design a reinforced system for the failing platform system for the cooling towers located on the roof of city hall. The project was successfully designed and executed by a city contractor
- Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	9
2	Ability to maintain project schedule and complete project on time/early	8
3	Quality/Qualifications of workmanship	9
4	Professionalism of Firm	9
5	Firms cooperation and reliability	8
6	Ability to communicate	9
7	Ability to maintain proper and detailed documentation	9
8	Appropriate use of technology	8
9	Ability to offer solid recommendations	9
10	Overall Client Satisfaction	9

- What problems, if any, were encountered with this firm during performance of the project, and how were they resolved?**

There were supporting bolts that were rusted beyond repair. The consultant offered to design an attachment system as part of the design.

- Would you re-hire this firm?**

Yes: No: _____ Maybe: _____

Signature of Evaluator

12/17/2019

Date



RFQ #19-11-388

REFERENCE CHECK SURVEY

RFQ #19-11-388 – CIVIL/GENERAL ENGINEERING, WATER/WASTEWATER TREATMENT PLANT ENGINEERING, SURVEYING AND MAPPING, ARCHITECTURAL DESIGN, AND GEO-TECHNICAL SERVICES

FIRM BEING SURVEYED: Lakdas/Yohalem Engineering, Inc.
COMPANY COMPLETING SURVEY: Town of Davie
PERSON COMPLETING SURVEY: Abidemi Ajayi **DATES OF SERVICE:** _____

- Describe the scope of work performed by this firm for your organization? Provide Project Name.**
 Orange Drive Bridge Repairs. Evaluate and provide drawings and bid specifications for 3 bridges located on Orange Drive.
- Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

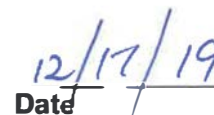
ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	10.00
2	Ability to maintain project schedule and complete project on time/early	9
3	Quality/Qualifications of workmanship	10
4	Professionalism of Firm	10
5	Firms cooperation and reliability	9
6	Ability to communicate	9
7	Ability to maintain proper and detailed documentation	10
8	Appropriate use of technology	10
9	Ability to offer solid recommendations	10
10	Overall Client Satisfaction	10

- What problems, if any, were encountered with this firm during performance of the project, and how were they resolved?**
- Would you re-hire this firm?**

Yes: No: _____ Maybe: _____



 Signature of Evaluator



 Date



Project Team Form



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CONTINUING CONTRACT FOR
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Key Personnel/LYE Team For Continuing Contract for Construction Engineering Inspection (CEI) Services



**LAKDAS/YOHALEM
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City of Pompano Beach

ACTIVITIES:

LAKDAS/YOHALEM ENGINEERING, INC.
LAKDAS NANAYAKKARA, P.E.

- 1. PRINCIPAL IN CHARGE
- 2. LIAISON WITH CITY STAFF
- 3. PROJECT MANAGER



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Workload

Project Name	Status	% of Staff Allocated to Project	Est. Date of Completion
WPB WTP Hurricane Hardening	Design	15%	Dec 2020
Pembroke Pines Water Tank's Renovation	Design	5%	Dec 2020
Second Presbyterian Church Canopies Hurricane Hardening	Design	10%	Sep 2020
Pompano Beach Elementary School	Design	45%	Oct 2020
Port Everglades Crane Rail	Construction	70%	May 2021
Terminal 2 Modernization, FLL	Construction	70%	Dec 2020
Expansion Joint, FLL	Construction	5%	Dec 2020
TNC Parking Garage, FLL	Construction	10%	Oct 2020
Broward County Schools Structural Engineering Continuing Services Contract – Typical work orders to date have been \$8K or less	Future	15%	Quick 1-2-month turnaround



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Skills and Experience of the Project Team



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Pompano Beach Project Experience

LYE has provided professional engineering services on the following projects:

- **Pompano Beach Amphitheatre**



- **Pompano Beach Reuse Facility**



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- **Pompano Beach Library and Community Center**



- **Pompano Beach Water Treatment Plant (Up-Grade)**
- **SE 5th Street Bridge Replacement**



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- **S.E. 11th St. Bridge Improvements (Phase 2) [18-PW-020] Project Description:** Improvements to SE 11th Ave Bridge to include either replacement if functionally obsolete or upgrading to include aesthetics and lighting. Estimate includes replacement and raising of SE 11th Ave (SE 6th Terr.) Bridge. The bridge needs to be raised to relocate the peak of bridge to the north (meander canal center line). Budget allocation takes into consideration property procurement necessary to elevate bridge and realign with existing road.



- **McNab Bridge Renovation:** This structure is 150' long, 5 span, 4 lanes with sidewalks on each side. Type II AASHTO girder bridge with a continuous cast in place and prestressed concrete pile foundation. Lakdas services as the Project Engineer and was responsible for the overall design of the bridge and performed Construction Engineering Inspections (CEI) services with supporting inspection staff.



- **Pompano Beach Fishing Pier Renovation** – we have performed services on the Pier three times in the past 9 years!
- **Over 30 Miscellaneous Projects over the last 45 Years**



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Experience and Qualifications of Assigned Staff

Lakdas Nanayakkara, PE. with 40 years of experience in the Construction Industry as a Professional Engineer will be the Structural Engineer for this contract. He will coordinate all of the disciplines required from assessment of the service request, drafting a fee proposal, assigning the task to proper party, gathering relevant and existing data (construction documents and service contract data) coordinating site meetings, assign team member for each task of project.

Lakdas/Yohalem Engineering, Inc. (L.Y.E) with general contractor qualification has 3 professional Engineers with 4 graduated Engineers and two graduated Architects with license plan review and 3 licensed Inspectors.

L.Y.E. has completed over 60 water treatment plant projects in the tri county area during the past 40 year in and the US and on several islands on the Caribbean Basin.

L.Y.E team consists of the Key Personnel:

- Lakdas Nanayakkara, P.E. – Principal/Project Manager/Structural Engineer
- Bandula Nanayakkara, Ph.D. – Senior Inspector
- Pravin Nanayakkara, M.B.A. – Project Manager
- Zuhair Jalloul, P.E - Civil Engineer/Project Manager
- Luan Nguyen, M. Sc. – Structural Engineer
- Janitha Nanayakkara, M. Sc. – Inspector
- Louis Beltran - B. Sc. - Engineer
- Clair Etenite - M. Sc. - Engineer
- Rob Rodman - M. Sc. - Engineer



Lakdas Nanayakkara, P.E.
Principal/Project Manager/Structural Engineer

Key Qualifications

Lakdas Nanayakkara has over forty - one years as a Professional Structural Engineer. He is responsible for structural engineering service at Lakdas/Yohalem Engineering Inc.

Years with This Firm: 34Years

Years with Other Firms: 8 Years

Lakdas' Experience includes Structural Design, Permitting and Construction Phased Engineering Services for the following types of projects:

- Major Water and Wastewater Treatment Plants Including Water, Sewer Paving and Grading
- Land Development Projects
- Roadways Improvements
- Buildings
- Bridges, Marinas
- Storm Drainage

Education:

- **Post Graduate Diploma in Structural Engineering** England, United Kingdom
- **Bachelor of Science Honors Degree in Civil Engineering with Structural Engineer Major** University of Hartford England, United Kingdom
- **Higher National Certificate in Civil Engineering** Hertfordshire College of Building England, United Kingdom

National and State Awards:

- Tamarac City Complex: National Award: Structural Engineer of Record
- Aventura City Complex: State Award: Structural Engineer of Record
- Tamarac Pedestrian Bridge: State Award: Structural Engineer of Record
- 2011 National Tilt-Up Achievement Award – Tilt-Up Concrete Association

Registrations:

Engineering

- Chartered Structural Engineering, London, England – 1981
- Florida #037590 / South Dakota – 4058 / Minnesota - #17947
- Structural Engineering Expert of Unsafe Structure Board – City of Margate Since “2001”
- Structural Expert Witness Services Over 400 Residential Projects for Insurance Companies, 58 Projects
- Failure, Analysis and Expert Testimony Litigation Representation

Construction

- Florida Certified General Contractor – GC 044303



Lakdas Nanayakkara, P.E.
Principal/Project Manager/Structural Engineer
Page 2

Inspector

- Certified Structural Masonry Inspector – 1992
- Certified Threshold Inspector – 1987
- Certified Uniform Building Code Inspector – 69

Professional Societies:

- Institute of Structural Engineers, London, England
- American Society of Civil Engineers, American Concrete Institute
- Florida Institute of Consulting Engineers, The Masonry Society

Civic Organizations:

- Member of Broward County Construction Executive Association and Member of Florida Consulting Engineers





Bandula Nanayakkara, PH. D
Senior Inspector

Key Qualifications

Bandula Nanayakkara has over twenty-five years of engineering experience. He is responsible for the inspection services for Lakdas/Yohalem Engineering Inc.

Bandula has provided site inspections for new and existing structures.

Years with This Firm: 20

Years with Other Firms: 5

Bandula's experience include inspections for the following:

- Port Bulkhead Walls
- Cruise Terminals
- Sea Walls
- Parking Garages
- Water Treatment Plants
- Wastewater Treatment Plants
- City Complexes, Police Stations, and Libraries
- Bridge and Water Control Structures

Education

- **Doctor of Philosophy, Production Engineering 1977** - University of Strathclyde, College of Engineering, Glasgow, Scotland
- **Bachelor of Science Honors, Mechanical / Production Engineering, 1971** University of Hertfordshire, College of Engineering, Hertfordshire, England

Professional Certificates

- State Certified Building Inspector (B P R)
- Certified Masonry Inspector





Janitha Nanayakkara, M. Sc. Inspector

Key Qualifications

Janitha Nanayakkara has over ten years of engineering experience. He is responsible for the inspection's services for Lakdas/Yohalem Engineering Inc.

Janitha monitored the progress of structural and civil engineering projects.

With This Firm: 8 Years

Years with Other Firms: 2 Years

Janitha's experience includes inspections of the following

- Port Bulkhead Walls
- Sea Walls
- Bridge Structures
- Building Structures
- Water Control Structures

Education:

- **Advanced Diploma in Data and Systems Analysis** University of Oxford, Oxford, United Kingdom, 2013
- **Bachelor of Science in Computer Engineering and Information Science** Pennsylvania State University, University Park, Pennsylvania, 2011
- **General Engineering** Broward College, Fort Lauderdale, Florida, 2008

Registrations:

- FDOT Pile Inspector





Staff Technical Capabilities

Avialability (XX%)

Lakdas Nanayakkara, P.E. (70%)

Role for this contract:
Certifications held:

Principal/Project Manager/Structural Engineer
Florida PE
Structural GC
Structural Masonry Inspector Threshold
Inspector Uniform Building Code Inspector

Bandula Nanayakkara, Ph.D. (65%)

Role for this contract:
Certifications held:

Senior Inspector
State Certified Building Inspector

Janitha Nanayakkara, M. Sc. (60%)

Role for this contract:
Certifications held:

Inspector
F.D.O.T. Certified Pile Inspector

Roy Bodman (70%)

Role for this contract:

Inspector





Workforce

LYE's inhouse resoucrs

Admininstrative	3
Project Manager	3
Structural Engineers	3
Civil Engineers	1
CADD Technicians	2
Inspectors	<u>5</u>
Total	17

Local Permitting Experience

Our Experience includes working with the following municipalities (*partial list*) as either a Prime or a subconsultant on a Team:

Broward County Water and Wastewater

Broward County EDP

South Florida Water Mgnt. District

City of Hollywood

City of Fort Lauderdale

City of Miami Public Works Department

City of Miami Beach Public Works Department

City of Sunny Isles Engineering Department

City of North Miami Engineering Department

City of North Miami Beach Engineering
Department

City of Hallandale Beach Engineering

Department

City of Miami Beach Engineering Department

City of Weston

City of Pembroke Pines

City of Miami

City of Doral

City of Margate

City of Lauderhill

City of Delray Beach

Miami Dade County Water and Sewer
Department

Miami Dade County RER (Drainage Permit)

Miami Dade County REF (Water and Wastewater
Permit)

Miami Dade County Health Department

Miami Dade County

Miami Dade County Public Works Department

Miami Dade County Fire Department





EXPERIENCE

L.Y.E. has provided professional Civil and/or Structural engineering services including Construction Engineering Inspections (CEI) for a variety of project types within various sectors which include the following projects at a minimum.

MUNICIPAL COMPLEXES

1 University Drive Municipal Complex, Plantation
 Broward County Courthouse, South
 Boynton Beach Municipal Complex
 Lighthouse Point Municipal Complex Renovation
 Lauderhill Municipal Complex
 Aventura Municipal Complex
 Tamarac Municipal Complex

BRIDGE/PIER PROJECTS

Pompano Beach Water Fishing Pier Renovation, City of Pompano Beach,
 Port Everglades Authority Condition Survey of Berth 30, Port Everglades
Renovation to Fishing Pier @ Hillsboro Park, City of Pompano
 Margate Blvd. Bridge, City of Margate
 67th Ave. Bridge, City of Margate
 SR-84 (Bridge & Bulkhead), Town of Davie
 Lighthouse Point Bridge, Town of Davie
 Hiatus Road Bridge Over C-13 Canal, Broward County
 Swap Shop, Pedestrian Bridge Over Sunrise
 Bridge Replacement Project Over North River & SW 125th Ave & Commodore Drive Bridge Replacement,
 Broward Blvd.
 FPL Discharge Bridge
 Rock Island Bridge, Tamarac
 Margate Bridge Over Royal Palm, City of Margate
 Margate Driftwood Bridge, City of Margate
 Inveraray Golf Course Pedestrian Bridge

WASTE/WATER TREATMENT PROJECTS

Margate Wastewater Treatment Plant, City of Margate
 Water and Wastewater Treatment Plant Renovation and Upgrade, City of Hollywood
 Water and Wastewater Treatment Plant Renovation and Upgrade, City of Pompano
 Pahokee Wastewater Treatment Plant, City of Pahokee



WASTE/WATER TREATMENT PROJECTS Cont.

Tamarac Water Storage Tank
 Collier County Water Treatment Plant
 Marco Island Wastewater Treatment Plant (Blower Bldg)
 Water Treatment Plant of North Miami
 Coral Springs Imp. Dist. – WWTP Phase II
 Water Treatment Plant, City of Lauderhill
 Miramar Water Treatment Plant Expansion
 Water Treatment Plans 3, 8, 9 and 11 Improvements, Palm Beach County
 Oxygenation Tank Renovation WWTP (4) – City of Hollywood
 Wet Well Gate Restoration at Clarifier #3 – City of Hollywood
 Water Treatment Plant Expansion – Town of Davie
 Miramar Water Treatment Plant Expansion – City of Miramar

PUMP STATIONS AND WATER CONTROL STRUCTURES

City of Oakland Park Pump Station (Pump Station #5)	(Ramrod) South Broward Drainage District
Dania Beach Pump Station	Hallandale SW quadrant Pump Station
Hallandale Pump Station	Southport Headwall
Lloyd's Estates Pump Station	Seawall Study in Aventura
Marathon, Florida Keys Pump Station	

SEA WALL AND MARINA PROJECTS

Bulkhead Cladding at Port Everglades
 Seawall at Odabashian Residence
 Dock Support at Warwick Condo
 Yacht Club Seawall Repair Boat and Dock Ramp at City of Margate
 Cable Marina (New Marina)
 Sheridan Seawall
 Seawall at City of Lauderhill
 Hollywood Marina Piers – B, C, D
 Sundance Marina
 The Boathouse of Fort Lauderdale
 Convention Center Seawall Review
 Seawall at North Miami River
 Sherman Street Sea Walls
 9th Avenue Bridge, City of Pompano Beach



POLICE/FIRE STATIONS

Lauderdale Lakes Fire Station 43rd Avenue
Lauderdale Lakes Fire Station #37
Fire Station #71 - Coral Springs
Pompano Beach Fire Station #2
Fire Station #47 - City of Fort Lauderdale
Ramblewood Fire Station #64
Fire Station # 5 - City of Plantation

Fire Station #26 - Port Everglades
Fire Station #110 City of Lauderhill
Fire Station # City of Boynton Beach
Police Station, City of Lauderhill
Police Station Improvements, City of Fort Lauderdale
Fire Station # 4, City of Tamarac

Unique Awards and Accomplishments

- Tamarac City Complex: National Award: Structural Engineer of Record
- Aventura City Complex: State Award: Structural Engineer of Record
- Tamarac Pedestrian Bridge: State Award: Structural Engineer of Record
- 2011 National Tilt-Up Achievement Award – Tilt-Up Concrete Association





Gateway Park Renovation, Lauderdale, FL -
Replaced existing pedestrian bridge as well as replacement of irrigation pump and landscape features. Structural Engineering Design and Construction Inspection Services.



Port Everglades, Fort Lauderdale, FL - Slip 2 expansion at Port Everglades. LYE was the Owner's Representative and provided Construction Engineering Inspection (CEI) Services.





Hallandale Pump Station, Halladale, FL- LYE provided design services, special inspections and construction engineering inspections (CEI).



Van Buren Parking Garage, Hollywood, FL - LYE provided design and construction engineering inspection (CEI) services.





Deerfield Beach Pier, Deerfield Beach, FL -
Restoration/Replacement of 70'0 existing wood pier and boat ramp. Currently condition survey has been completed, Preliminary design underway Immediate Restoration \$150,000 Restoration/Replacement Cost of \$600,000.



Arts Park at Youth Circle, Hollywood, FL - Project included a new structural building design and inspection services as the EOR for this project. Services provided: Structural Site Condition Survey, Structural Analysis and Design, Structural Improvements and Special Inspection Services





Fort Lauderdale International Airport Pedestrian Bridge, Hollywood, FL - LYE is providing Construction Engineering Inspection (CEI) Services



Pine Ridge Education Center, Fort Lauderdale, FL - LYE is providing structure site condition survey, structural analysis, design, construction phase services and special inspection Services and is the engineer of record.





Resumes of Key Personnel



**LAKDAS/YOHALEM
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Lakdas Nanayakkara, P.E.

Principal/Structural Engineer

Education

- Post Graduate Diploma in Structural Engineering London England, United Kingdom
- Bachelor of Science Honors Degree in Civil Engineering with Structural Engineering Major University of Hartford England, United Kingdom
- Higher National Certificate in Civil Engineering Hertfordshire College of Building England, United Kingdom

Registrations

Engineering

- Chartered Structural Engineering, London, England – 1981
- Florida #037590
- South Dakota – 4058
- Minnesota - #17947
- Structural Engineering Expert of Unsafe Structure Board – City of Margate Since “2001”
- Structural Expert Witness Services Over 400 Residential Projects for Insurance Companies, 58 Projects Failure, Analysis and Expert Testimony Litigation Representation

Construction

- Florida Certified General Contractor – GC 044303

Inspection

- Certified Structural Masonry Inspector – 1992
- Certified Threshold Inspector – 1987
- Certified Uniform Building Code Inspector – 69

Professional Societies:

- Institute of Structural Engineers, London, England
- American Society of Civil Engineers, American Concrete Institute
- Florida Institute of Consulting Engineers, The Masonry Society

Civic Organizations:

- Member of Broward County Construction Executive Association and Member of Florida Consulting Engineers

Key Qualifications

Lakdas Nanayakkara has over forty - one years as a Professional Structural Engineer. Lakdas is responsible for structural engineering service at Lakdas/Yohalem Engineering Inc.

Lakdas' Experiences Includes Structural Design, Permitting and Construction Phase Engineering Services for the following:

- Re-Roofing
- Educational Projects, Public Sector and Buildings
- Sea Walls and Bulkheads
- Major Water and Wastewater Treatment Plants Including Water, Sewer Paving and Grading
- Land Development Projects and Roadways Improvements
- Bridges, Marinas and Storm Drainage

Project experience includes:

Henry Perry Education Center Conversational Renovations and Remodeling, Miramar, FL – renovations and remodeling that converted an existing middle school to an educational center. Project included administrative office renovations, restroom additions, teacher's lounge remodeling, daycare classroom remodeling and clinic remodeling. Services included inspections, structural design, and condition surveys. Const. Cost: \$800,000

Hallandale High School Re-Roofing, Hallandale, FL – engineer of record for reroofing, roof design, structural improvements, analysis, and inspections. Services also included wind mitigation and condition survey. Const. Cost: \$1.4M

Suntaluces High School Auditorium, Lantana, FL – engineer of record for a remodeling/renovation. We performed structural analysis design, construction phase services and special inspection services. Const. Cost: \$3.5M

Northside Elementary School Historic Preservation/Remodeling and Addition, Fort Lauderdale, FL – structural engineer or record for the addition/renovation and remodeling to an existing history building, 2-story classroom addition including a kitchen, multipurpose room, window replacement. Safe planning and phasing projects while school was in operation. Size was approx. 3,000 SF classroom addition and 9,000 SF kitchen and multipurpose area. Services included inspections, evaluations, and feasibility assessment, planning and design development, construction document, etc. Const. Cost: \$2.5M

Marco Island Middle School, Marco Island, FL – engineer of record for remodel/renovation. Structural site condition survey, structural analysis design, construction phase services and special inspection services.



Lakdas Nanayakkara, P.E.

Principal/Structural Engineer

Oakridge Elementary School, Hollywood, FL – engineer of record that included roof design, wind mitigation and condition surveying, construction administration for a 180,000 SF re-roofing for existing school buildings 1-4. Const. Cost: \$40,000

Tropical Research and Education Center (TREC) Laboratory Building Remodeling, Homestead, FL – structural engineer of record for a laboratory addition and remodeling of existing laboratories at the University of Florida's Tropical Research and Education Center. Enlarged existing laboratory facilities and modernized interiors. Const. Cost: \$2.5M

Pine Ridge Education Center, Fort Lauderdale, FL - engineer of record for the design of a new educational center. Services included inspections, planning, construction documents and assisted with permitting. Const. Cost: \$12M

West Wind Community Park, City of Lauderhill, FL – engineer of record for structural renovations and hurricane hardness for the Park Communication Center renovation and addition. Services included threshold inspection services. Construction Cost: \$4M

Deerfield Beach Pier, Deerfield Beach, FL – engineer of record for the restoration/replacement of 70'0 existing wood pier and boat ramp. Construction Cost: \$600,000.

Young Circle Amphitheater, Hollywood, FL – engineer of record for New Amphitheater venue, located at Young Circle which included the design of structural system housing the new amphitheater, as well as, threshold inspections. Const. Cost: \$3M

Linear Park Pavilions 1, 4, 6, 8 & 11, Davie, FL – engineer of record to construction new docs for pavilions located at each Park Pavilion. Services included detailed construction documents for electrical and plumbing systems only with specifications and coordination with regulatory agencies and building departments for permit, as well as construction administration services.

Gateway Park Renovation, Lauderhill, FL – engineer of record for the replacement of an existing pedestrian bridge as well as replacement of irrigation pump and landscape features. Structural engineering design and construction inspection services.

Radius Garage (over 20 Buildings and Parking Garages), City of Fort Lauderdale, FL – structural engineer of record for structural condition survey and load rating analysis, analyzed and designed construction documents for the renovation and phased construction engineering inspections and certification.

McNab Bridge, Pompano Beach, FL – engineer of record including condition survey, restoration, and expansion of a 5 span, 4 lane bridge. Girder bridge with continuous coast in place and pre-stressed concrete pile foundation. Const. Cost: \$1.2M

Sherman Street Seawall, City of Hollywood, FL – engineer of record for the design of both aluminum and concrete seawalls. A restoration project with a construction cost of \$455,000.

National and State Awards:

- Tamarac City Complex: National Award: Structural Engineer of Record
- Aventura City Complex: State Award: Structural Engineer of Record
- Tamarac Pedestrian Bridge: State Award: Structural Engineer of Record
- 2011 National Tilt-Up Achievement Award – Tilt-Up Concrete Association



Bandula Nanayakkara, Ph.D.

Senior/Special Inspector

Education

- Doctor of Philosophy, Production Engineering 1977
- University of Strathclyde, College of Engineering, Glasgow, Scotland
- Bachelor of Science Honors, Mechanical / Production Engineering, 1971 University of Hertfordshire, College of Engineering, Hertfordshire, England

Registrations

- State Certified Building Inspector (B P R)
- Certified Masonry Inspector

Key Qualifications

Bandula Nanayakkara has over twenty-five years of engineering experience. He is responsible for the inspection services for LYE's projects. Bandula has provided site inspections for both new and existing structures.

Bandula's Experiences Includes inspection services for:

- Parking Garages
- Educational Facilities
- City Complexes, Police Stations and Libraries
- Re-roofing
- Bridge and Water Control Structures
- Water and Wastewater Treatment Plants
- Port Bulkhead Walls and Sea Walls

Project experience includes:

Northside Elementary School Historic Preservation/Remodeling and Addition, Fort Lauderdale, FL – project included the addition/renovation and remodeling to an existing history building, 2-story classroom addition including a kitchen, multipurpose room, window replacement. Safe planning and phasing projects while school was in operation. Size was approx. 3,000 SF classroom addition and 9,000 SF kitchen and multipurpose area. Services included inspections, evaluations, and feasibility assessment, planning and design development, construction document, etc. Const. Cost: \$2.5M

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Henry Perry Education Center Conversational Renovations and Remodeling, Miramar, FL – renovations and remodeling that converted an existing middle school to an educational center. Project included administrative office renovations, restroom additions, teacher's lounge remodeling, daycare classroom remodeling and clinic remodeling. Services included inspections, structural design, and condition surveys. Const. Cost: \$800,000

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Suntaluces High School Auditorium, Lantana, FL – a remodeling/renovation project. We performed structural analysis design, construction phase services and special inspection services. Const. Cost: \$3.5M

Hallandale High School Re-Roofing, Hallandale Beach, FL – Sr. inspector for a condition survey, structural analysis, structural design, and roof design.

Pine Ridge Education Center, Fort Lauderdale, FL – Sr. inspector for the design of a new educational center. Services included inspections, planning, construction documents and assisted with permitting. Const. Cost: \$12M



Bandula Nanayakkara, Ph.D.

Senior/Special Inspector

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McNab Bridge, Pompano Beach, FL – services including condition survey, restoration, and expansion of a 5 span, 4 lane bridge. Girder bridge with continuous coast in place and pre-stressed concrete pile foundation. Const. Cost: \$1.2M

Bahia Mar Pedestrian Bridge, City of Fort Lauderdale, FL – Sr. inspector provided CEI services and final certification for the pedestrian bring that included structural condition survey and Loan Rating analysis.

Janith Nanayakkara, M. Sc. Inspector

Education

- Advanced Diploma in Data and Systems Analysis, University of Oxford, Oxford, United Kingdom, 2013
- Bachelor of Science in Computer Engineering and Information Science, Pennsylvania State University, University Park, Pennsylvania, 2011
- General Engineering Broward College, Fort Lauderdale, FL 2008

Registrations

- F.D.O. T. Certified Pile Inspector

Key Qualifications

Janitha Nanayakkara has over ten years of engineering experience. He is responsible for the inspection services for LYE's projects. Janitha has monitored the progress of structural and civil engineering projects.

Janitha's Experiences Includes inspection services for:

- Port Bulkhead Walls and Sea Walls
- Water Control Structures
- Bridge Structures
- Wastewater Treatment Plants
- Educational Facilities
- City Complexes, Police Stations and Libraries
- Re-roofing
- Parking Garages

Project experience includes:

Northside Elementary School Historic Preservation/Remodeling and Addition, Fort Lauderdale, FL – project included the addition/renovation and remodeling to an existing history building, 2-story classroom addition including a kitchen, multipurpose room, window replacement. Safe planning and phasing projects while school was in operation. Size was approx. 3,000 SF classroom addition and 9,000 SF kitchen and multipurpose area. Services included inspections, evaluations, and feasibility assessment, planning and design development, construction document, etc. Const. Cost: \$2.5M

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Janith Nanayakkara, M. Sc. Inspector

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Bahia Mar Pedestrian Bridge, City of Fort Lauderdale, FL – inspector provided CEI services and final certification for the pedestrian bring that included structural condition survey and Loan Rating analysis.

Roy Bodman

Construction Inspection Engineer

Education

- Bachelor of Science in Petroleum Engineering
- Bachelor of Science in Civil Engineering

Key Qualifications

Roy Bodman has over six years of engineering experience and is responsible for providing Construction Engineering Inspections for LYE.

Roy's Experiences Includes providing CEI Services for the following public sector types:

- Educational Facilities
- City Complexes, Police Stations and Libraries
- Water Control Structures
- Wastewater and Water Treatment Plants
- Mast Arm Structures
- All Port related Bulkhead Walls, Foundation High Wind Bollards and Docs
- Highway and Passenger Loading Bridges
- Underground Utility and Pump Station Structures

Project experience includes:

NE 1st Street Bridge, Fort Lauderdale, FL – project was structure is a 44 ft. long, two span, steel multi-girder beam bridge. The bridge has a roadway width of 24.1 ft. and carries two lanes of traffic as the only way into or out of a residential neighborhood. The bridge is currently listed for single unit vehicles at 34 tons. Roy served as the Inspection Engineer and is responsible for the daily inspections and bridge engineering services for this project. Cost: \$435,000

Fort Lauderdale Airport Terminal 2 Expansion, Fort Lauderdale, FL – this project includes general engineering services for evaluating and providing structural design solutions to address the cause of expansion joint failures. Roy served as the Inspection Engineer and responsible for site inspections and design for this project. Cost: \$58,000,000

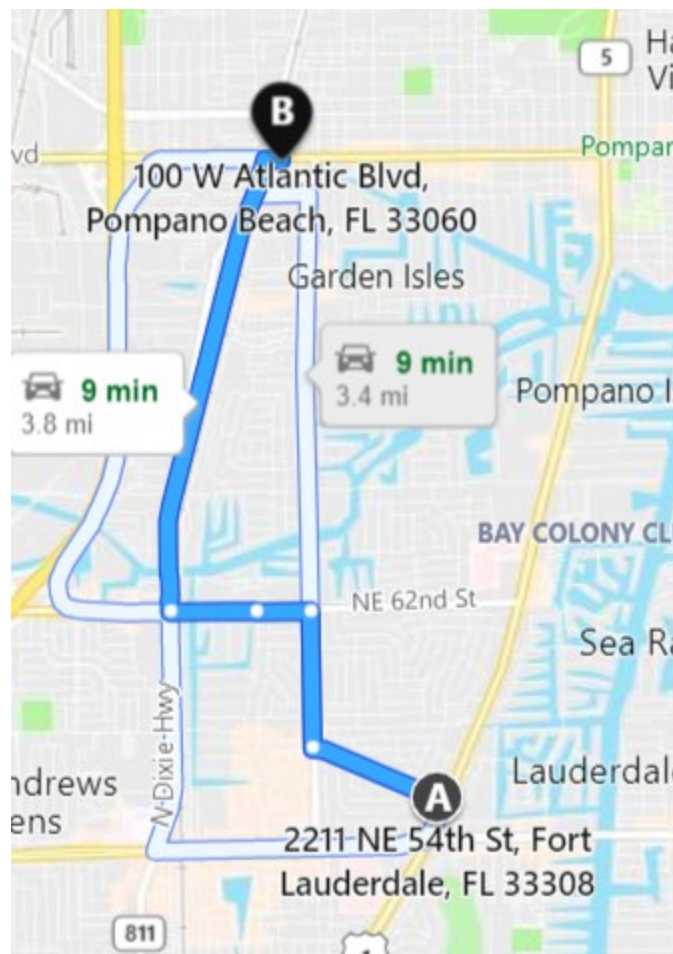
Fort Lauderdale Airport Elevated Runway, Fort Lauderdale, FL - this structure consists elevated roadway from Terminal 1 through Terminal 4, total of 4650-0 feet long. Roy serviced as a Project Engineer and responsible for site inspections and structural engineering services. Cost: \$4,600,000



Office Location

Lakdas/Yohalem Engineering, Inc. is located Less than 4 miles from the City of Pompano Beach's City Building.

This will reduce travel time to attend various meetings with staff, stakeholders, end users and subconsultants should he need arise.



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

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RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES



Litigation

Lakdas/Yohalem Engineering Inc. Litigations

Name of Case: Triumph Professional Staffing Plaintiff vs Lakdas/Yohalem Engineering Inc Defendant

Plaintiff/Defendant: Triumph Professional Staffing/Lakdas Yohalem Engineering Inc.

Year Filed: 2019

Type of Complaint: Staffing Agency Attempting to Bill Lakdas/Yohalem Engineering for Substandard Clerical Services

Current Status: Pending

Name of Case: Lakdas/Yohalem Engineering Inc. Plaintiff vs Platinum General Contracting and Land Development Defendant

Plaintiff/Defendant: Lakdas Yohalem Engineering Inc./ Platinum General Contracting and Land Development

Year Filed: 2019

Type of Complaint: Collection of Unpaid Engineering Fees- Contractor did not Provide Compensation for Work Completed

Current Status: Pending



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Local Business



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INSPECTION (CEI) SERVICES**

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

X My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

X My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

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

Or

_____ My firm does not qualify as a Tier 2 Vendor.

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

07-27-2020

(Date)

Lakdas/Yohalem Engineering, Inc.

(Name of Firm)

BY:



(Name)

Lakdas Nanayakkara, PE, President



City Forms



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

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INSPECTION (CEI) SERVICES**

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: Lakdas/Yohalem Engineering, Inc.

Vendor FEIN: 65-0014248

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: _____

N/A

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	<div style="font-size: 48pt; font-weight: bold; color: gray;">N/A</div>
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

N/A

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

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: E-26-20 Continuing Services Contract
for Structural Engineering Services

Prime Contractor's Name: Lakdas/Yohalem Engineering, Inc.

<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>
n/a			

All services under this contract will be performed in-house

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # E-26-20

I, Lakdas Nanayakkara, PE, President
(Name and Title)

of Lakdas/Yohalem Engineering, Inc., certify that on the 18th day of

August, 2020, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

N/A - all services

under this contract

Said Local Businesses:

will be performed in-house.

___ 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.

All services performed on this contract will be done in-house.

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"



Financials

Financials are included in a separate document - they are "Confidential".



**LAKDAS/YOHALEM
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CONSULTING ENGINEERS

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**RLI # T-28-20
CONTINUING CONTRACT FOR
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INSPECTION (CEI) SERVICES**



Insurance



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

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**RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES**



CERTIFICATE OF LIABILITY INSURANCE

LAKDA-1 OP ID: NS

DATE (MM/DD/YYYY)
08/03/2020

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

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

PRODUCER Gulfstream Insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 Robert S. Sims	CONTACT NAME: PHONE (A/C, No, Ext): 954-561-2220		FAX (A/C, No): 954-566-0673
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Covington Specialty	13027
INSURED Lakdas/Yohalem Engineering Inc 2211 NE 54 Street Fort Lauderdale, FL 33308	INSURER B : Bridgefield Casualty Insur. Co		
	INSURER C : First Community Ins Co		13990
	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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	VBA73216200	11/20/2019	11/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			090005800257705	08/06/2020	08/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	196-04653	01/01/2020	01/01/2021	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional insured status provided with respect to general liability and coverage is on a primary & non-contributory basis when required by written contract with named insured per form GBA105014(1215). Waiver of subrogation applies to general liability when required by written contract with named insured per form GBA105014(1215).

CERTIFICATE HOLDER CITSYIB Specimen for Proposal Purposes	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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ACORD 25 (2014/01)

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LAKDAS/YOHALEM ENGINEERING, INC.
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES



LAKDA-1

QP ID: LH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2020

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

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

PRODUCER J.C.J Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Erin L. Johnson		CONTACT NAME: Lauren Hampton PHONE (A/C, No.): 321-445-1117 FAX (A/C, No.): 321-445-1076 E-MAIL ADDRESS: certs@jcc-insurance.com	
INSURED Lakdas/Yohalem Engineering, Inc. Lakdas Manayakkara 2211 NE 34th Street Fort Lauderdale, FL 33308		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25054	

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"/> SUBJ <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP 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						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liab			PRB 06 19 110644	08/21/2020	08/21/2021	Per Claim Aggregate 1,000,000 2,000,000

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

CERTIFICATE HOLDER For Proposal Purposes	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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Zone of Excellence in Engineering™

RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES



Certified Minority Business



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

October 3, 2019

Mr. Lakdas Nanayakkara
LAKDAS/YOHALEM ENGINEERING, INC
2211 NE 54th Street
Fort Lauderdale, Florida 33308

Dear Mr. Nanayakkara:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Architecture/Engineering Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 541330, 541340, 541350, 541990

We look forward to working with you to achieve greater opportunities procurement.

Sincerely,

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: November 7th

State of Florida

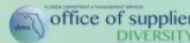
Minority Business Certification

Lakdas/Yohalem Engineering, Inc.

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

06/25/2019 to 06/25/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services



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



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™

RLI # T-28-20
CONTINUING CONTRACT FOR
CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES

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

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # T-28-20

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

Name of Firm	Certificate Included?
Lakdas/Yohalem Engineering, Inc.	Yes

Thank you!

From:



**LAKDAS/YOHALEM
ENGINEERING, INC.**
CONSULTING ENGINEERS

Zone of Excellence in Engineering™



January 14, 2021

EXHIBIT “B”

HOURLY BILLING RATES FOR TASK ORDERS

**LAKDAS/YOHALEM ENGINEERING, INC.
FEE SCHEDULE FOR**

**City of Pompano Beach
RLI T-28-20 Continuing Contract for Construction Engineering Inspection (CEI) Services
for Various City Projects**

Staff Title	Rate/Hour/Unit
Principal	\$205.00
Senior Engineer	\$145.00
Project Manager	\$135.00
Project Engineer	\$120.00
Senior Designer/Technician	\$90.00
Senior Drafter	\$90.00
Senior Inspector	\$88.50
Inspector	\$83.00
Administrative	\$62.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

Type of Insurance**Limits of Liability**

GENERAL LIABILITY: Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

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

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

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
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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.

