



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 5/11/2026

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Agreement - Architectural Continuing Services Contracts - (RFQ 456 - R.E. Chisholm Architects, Inc.)

Commission Meeting Date: 4/21/2026 CAM #: 26-0347 Item #: M-2

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: Router Name: Ext:

Department: Procurement Router Name: Matthew Eaton Ext: 5141

Department Approval (Director/Chief): Name Glenn Marcos Init [Signature] Date: 5/8/26

*Return Document To: Matthew Eaton Department: Procurement Ext: 5141

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Rhonda Montoya Hasan Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: N/A Route to: CCO Date: 5/12/26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 05/13/26 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: MAY 48 Date Received: 5/14/26 Received From: CCO

To CM/ACM: R. Williams C. Cooper X Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO | HR | OMB | Other: Date: 5/18/26 Initial: APD

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 18th day of May, 2026, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

R.E. CHISHOLM ARCHITECTS, INC., a Florida corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of April 21, 2026, authorized by motion the execution of this Agreement between the CITY and CONSULTANT authorizing the performance of Architectural Continuing Services, Request for Qualifications (RFQ) Event No. 456, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such Project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated May 18, 2026, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CHANGE ORDER: A written order approved and executed by both Parties to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the City government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.8 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: R.E. Chisholm Architects, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Capital Projects Director for the City of Fort Lauderdale, or her designee. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.12 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.13 DEPARTMENT DIRECTOR: The Capital Projects Director for the City of Fort Lauderdale.
- 1.14 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.15 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.16 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by

the Contract Administrator.

- 1.17 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.18 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.19 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.20 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.21 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for Projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.23 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.26 TIME OF COMPLETION: Time in which the entire work shall be completed foreach Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), as may be amended or revised, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Architectural Engineering Services, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the Work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the Work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said Work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the

Work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved and fully executed Task Orders, Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This Agreement.

Fourth priority: City of Fort Lauderdale RFQ Event No. 456.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale RFQ Event No. 456.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents;
and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his/her designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the Work. If the CONSULTANT fails to cure within

the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the Work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted Work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the Agreement for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not-to-Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
 - B. Identifiable testing costs and special inspections approved by Contract Administrator.
 - C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
 - D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).
- 8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with

accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

- 8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 8.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT,

such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;

- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as

architectural/engineering Errors or Omissions.

- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
- 10.9.2 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional costs to the CITY.
- 10.9.3 In executing this Agreement, CONSULTANT acknowledges the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per Project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2025), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of

the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed and accepted.

12.2.3 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records,

supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but

not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any Work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

CONEMCO Engineering, Inc.
Miller, Legg & Associates, Inc
Program Controls, LLC
SGM Engineering, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party, and CONSULTANT shall not subcontract any portion of the Work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 To the fullest extent provided for by Florida law, the CONSULTANT agrees to protect, defend, reimburse, indemnify and hold harmless the CITY and its officers, agents, employees, elected officials and representatives, from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the Work agreed to or performed by CONSULTANT under the terms of the Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

12.9.2 To the extent considered necessary by the CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the CITY.

12.9.3 The indemnification provided above shall obligate CONSULTANT to defend at its own expense, to and through appellate, supplemental or bankruptcy

proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the CITY whether performed by CONSULTANT or persons employed or utilized by CONSULTANT.

12.9.4 CONSULTANT further agrees to hold harmless and indemnify CITY for any fines, citations, court judgments, insurance claims, or restoration costs resulting from CONSULTANT's acts or omissions on the Project, whether or not CONSULTANT was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving CONSULTANT's activities.

12.9.5 Said indemnification by CONSULTANT shall be extended to include all deliveries, suppliers, materialmen or anyone acting for, or on behalf of, or at the request of CONSULTANT. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause and voluntarily make this covenant and expressly acknowledges consideration of one hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by CITY in support of this indemnification in accordance with the laws of the state of Florida. This clause shall survive termination of this Agreement.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised or to extend the CITY's liability beyond the limits established in said Section 768.28 (2025), as may be amended or revised, and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by

the CITY under the provisions of this Agreement.

12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statutes.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a) CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation

notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f) The CITY shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g) The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Department
401 SE 21st Street
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting 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 CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or

writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall 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 AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT's response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENTS

This Agreement shall be executed in one (1) signed Agreement, treated as

an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Wilfredo Negron
Senior Project Manager
City of Fort Lauderdale
101 Northeast 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Telephone: (954) 828-6885
E-mail: wnegron@fortlauderdale.gov

With a copy to: City Manager
City of Fort Lauderdale
101 Northeast 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5037

CONSULTANT: Robert E. Chisolm, FAIA, NCARB
President
R.E. Chisolm Architects, Inc.
782 Northwest 42nd Avenue, Suite 650
Miami, Florida 33126
Telephone: (305) 661-2070
Email: bob@chisholmarchitects.com

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the Work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor also certifies that it is not participating in a boycott of Israel, as provided in Section 287.135, Florida Statutes (2025). The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised. In addition, if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the

Contractor may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

12.36 PUBLIC RECORDS

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

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 the 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 (2025), as may be amended or revised, 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 this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, 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.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be

amended or revised, ("Section 2-187").

2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the CONSULTANT and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subcontractors, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract

and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

12.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: Rickelle Williams
RICKELLE WILLIAMS
City Manager

Date: 5/18/26

ATTEST:

By: David R. Soloman
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form and correctness:
SHARI L. McCARTNEY, City Attorney

By: Rhonda Montoya Hasan
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSULTANT

WITNESSES:

R.E. CHISHOLM ARCHITECTS, INC., a Florida corporation

Nicholas Ramirez
Signature

Nicholas Ramirez
Print Name

Daren Aragon
Signature

Daren Aragon
Print Name

By: *[Signature]*
Robert E. Chisholm, FAIA, NCARB
President



(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of April, 2026, by **Robert E. Chisholm, FAIA, NCARB** as **President** for **R.E. Chisholm Architects, Inc.**, a Florida corporation.



Paula C. Bravo
(Signature of Notary Public - State of Florida)

Paula C. Bravo
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced: personally known

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Architectural Consultant Services. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The successful Consultant Architect must have a minimum of five years of experience in providing full Architectural services including programming, design, preparation of construction documents, permitting, bidding, bid evaluation, cost estimating, and construction administration. The Consultant Architect shall carry out the responsibilities delineated in the scope of services and shall provide such services as needed to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders. The Consultant Architect should have a fully staffed office within Miami-Dade, Broward, or Palm Beach Counties. The Consultant Architect may propose to utilize subconsultants for the technical assistance necessary to develop the work for the following specialties, if required:

1. Space Planning
2. Programming
3. Specifications
4. Architectural Design
5. Contract Administration
6. Cost Estimating, Planning and Scheduling
7. Architectural 3D Rendering and Animation Services
8. Interior Design
9. Landscape Architecture
10. ADA Analysis and Design
11. Sustainable Design
12. Building Performance Analysis
13. Historical Preservation
14. LEED Design
15. Structural Design

16. Mechanical, Electrical, Plumbing Design

Quality Assurance/Quality Control:

The Consultant Architect shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications. The Consultant Architect is responsible for the professional quality, technical accuracy and coordination of design, drawings, specification, cost estimates and other services furnished by the consultant and their sub-consultants.

Document Submittal Format

All documents generated as a result of project task orders will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version currently utilized by the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CAD Specifications for Project Drawings current at the time of approval of the project task order. Plot files shall also be prepared and submitted which meet the stated City standards.

All reports cost estimates, calculations and project specifications and documents must be submitted in the Microsoft Office software format version current to the City's Engineering Division.

EXHIBIT "B"

HOURLY BILLING RATES

Event No: 456

Event Title: Architectural Continuing Services

Consultant Name: R.E. Chisholm Architects, Inc.

Labor Titles	Unit	Final Rates
Principal	Per Hour	\$ 225.00
Project Architect	Per Hour	\$ 175.00
Senior Project Manager	Per Hour	\$ 164.00
Project Manager	Per Hour	\$ 160.00
Designer	Per Hour	\$ 95.00
CADD Technician/Manager	Per Hour	\$ 90.00
Administrative Staff	Per Hour	\$ 70.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: SGM Engineering, Inc.

Labor Titles	Unit	Final Rates
Principal	Per Hour	\$ 175.00
Project Manager	Per Hour	\$ 160.00
Senior Project Engineer	Per Hour	\$ 150.00
Engineer	Per Hour	\$ 145.00
Sr. Designer	Per Hour	\$ 110.00
Designer	Per Hour	\$ 95.00
Construction Administrator	Per Hour	\$ 65.00
CADD Operator	Per Hour	\$ 80.00
Office Administrator	Per Hour	\$ 60.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: CONEMCO Engineering, Inc.

Labor Titles	Unit	Final Rates
Engineering - Structural: Sr Structural Engineer	Per Hour	\$ 200.00
Project Management: Project Manager	Per Hour	\$ 179.00
Engineering - Structural: Design Engineer	Per Hour	\$ 150.00
Engineering - Structural: Lead Inspector	Per Hour	\$ 87.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: Miller, Legg & Associates, Inc.

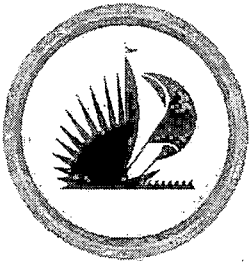
Labor Titles	Unit	Final Rates
Senior Landscape Architect	Per Hour	\$ 205.00
Landscape Architect	Per Hour	\$ 150.00
Certified Arborist	Per Hour	\$ 145.00
Senior Landscape Designer	Per Hour	\$ 125.00
Recreation Planner	Per Hour	\$ 140.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: Programs Control, LLC

Job Titles:	Unit of Measure	Final Rates
Estimating Manager	Per Hour	\$ 200.00
Lead Estimator	Per Hour	\$ 175.00
MEP Estimator	Per Hour	\$ 150.00
Senior Estimator	Per Hour	\$ 150.00
Estimator	Per Hour	\$ 120.00



Event # 456-0

Name: Architectural Continuing Services

Description: The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Architectural Services as further described in Section III - Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV- Submittal Requirements.

Buyer: HEMMINGS TURNER, PAULETTE

Status: Pending Award

Event Type: RFQ

Currency: USD

Sealed Bid: Yes

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Do Not Display

Event Dates

Preview:

Q & A Open: 04/24/2025 05:00:00 PM

Open: 04/24/2025 05:00:00 PM

Q & A Close: 05/15/2025 02:00:00 PM

Close: 05/22/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you sign and attach all the required Forms	Yes No	Event 456 Required Forms.pdf
The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and is not needed as part of your initial bid response.	Yes No	Anti-Human Trafficking Affidavit.pdf

Attachments

Name	Description	Attachment
Event 456 - Solicitation Document	Event 456 - Solicitation Document	Event 456 Architectural Services.pdf

Event # 456-0: Architectural Continuing Services

Contacts

Name	Email Address
PAULETTE HEMMINGS TURNER	pturner@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
906	ARCHITECTURAL SERVICES, PROFESSIONAL
906-07	Architect Services, Professional
906-10	Buildings - Architectural Design
906-19	Concrete Architectural Services
907	ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
907-35	Designing Services
918-15	Architectural Consulting

Line Details

Line 1: Architectural Consultant Services Continuing Contract

Description: Architectural Consultant Services Continuing Contract

Item: ARCHITECTURAL CONSULTANT SERVICE Architectural Consultant Services Continuing Contract

Commodity Code: 906 ARCHITECTURAL SERVICES, PROFESSIONAL

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 456-0: Architectural Continuing Services

Line 1 Questions

Question	Response Type	Attachment
Did you complete and attach all the required forms?	Yes No	
The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and is not needed as part of your initial bid response.	Yes No	Anti-Human Trafficking Affidavit.pdf

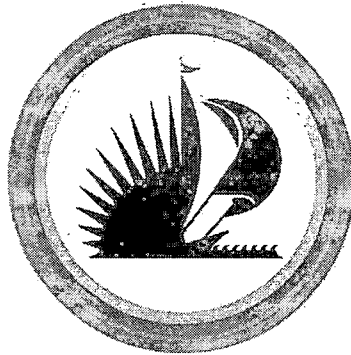
Request for Qualifications

RFQ/EVENT# 456

Architectural Continuing Services

Pursuant to Section 287.055
Consultants' Competitive Negotiation Act (CCNA)

City of Fort Lauderdale



**PAULETTE HEMMINGS TURNER
SENIOR PROCUREMENT SPECIALIST**

Telephone: (954) 828-5139 E-mail: PTurner@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Architectural Services as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 ONLINE STRATEGIC SOURCING PLATFORM

The City uses an on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the on-line strategic sourcing platform. Proposers are strongly encouraged to read the various supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform. There is no charge to proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's on-line strategic sourcing platform.

1.3 Electronic Proposal Openings

This solicitation will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

1.4 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Paulette Hemmings Turner, Senior Procurement Specialist
101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, FL 33301
Telephone: (954) 828-5139
E-mail: PTurner@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A forum provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. **Consultants please note:** Proposals shall be submitted as stated in PART IV – Submittal

Requirements. No part of your proposal can be submitted via FAX. Submission of a proposal will be considered evidence that the Consultant has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this Solicitation. The questions and answers submitted on the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

1.7 Prohibition Against Contracting with Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a proposal, or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

END OF SECTION

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by the City's online strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's online strategic sourcing platform as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a proposal at any time prior to the proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Agreement.

2.5 Acceptance of Responses/Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

Firms shall be in the business of Architectural Services for at least five (5) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.8.1 Proposer or principals shall have relevant experience in Architectural Services. Project manager assigned to the work must have at least five (5) years' experience in Architectural Services and has served as project manager on similar projects.

2.8.2 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.8.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.8.4 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.8.5 Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service.

2.9 Lobbying Activities

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.10 Protest Procedure

2.10.1 Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

2.10.2 The complete Protest Ordinance may be found on the City's web site at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=C00R_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=C00R_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

2.11. Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to the City, may not submit a on a contract with the City for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Consultant shall result in cancellation of the City purchase and may result in Consultant debarment.

2.12 Sub-Consultants

2.12.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A sub-consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its proposal, the major sub-consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a sub-consultant shall be borne solely by the successful consultant and insurance for each sub-consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its sub-consultants is considered to be employees or agents of the City. Failure to list all sub-consultants and provide the required information may disqualify any proposed sub-consultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses, the requested sub-consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the sub-consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-consultant, the services sub-consultant will provide relative to any contract that may result from this RFQ, sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13 Local Business Preference

2.13.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of proposal submittal:

Upon formal request of the City, based on the application of a Local Business Preference, the proposer shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the proposer being found ineligible for the local business preference.

2.13.2 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete Local Business Preference ordinance may be found on the City's web site at the following link:
[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ART VFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ART_VFI_DIV2PR_S2-186LOBUPR)

2.14 Disadvantaged Business Enterprise Preference

2.14.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as

applicable to the disadvantaged business preference class claimed at the time of proposal submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the proposer shall, within ten (10) calendar days, submit the following documentation for the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.15 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the City a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a) CONSULTANT shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) CONSULTANT shall provide to the City a Certificate of Insurance having a thirty (30) day

- notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
 - d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
 - e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - f) The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
 - g) The City shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
 - h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Division
401 SE 21st Street
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the City confirmation of coverage

renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the City's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND PROPOSAL NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

2.16 Insurance – Sub-consultants

Consultant shall require all of its sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

2.17 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft/sample agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one consultant as is in the City's best interest.

2.18 Modification of Services

2.18.1 While this contract is for services provided to the Department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.18.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.18.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered

are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.18.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.19 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.20 Unauthorized Work

The Successful Consultant(s) shall not begin work until a contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award.

2.21 Contract Agreement

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this RFQ.

2.22 Contract Term

3 The initial contract term shall commence upon date of award by the City and shall expire **Two (2)** years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for **three (3) additional one (1)** year terms providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **two hundred and seventy (270) days** beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.22 Payment Method

The City shall make payment to the Consultant through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the Purchasing Card in the same manner as other credit card purchases.

Accordingly, Consultant must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Consultant's participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

2.24 Payment Card Industry (PCI) Compliance

Consultant agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Consultant and/or any subconsultant that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

2.25 Invoices/Payment

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City.

2.26 Prohibition Against Contingent Fees

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.27 Indemnity/Hold Harmless Agreement

The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

2.28 Substitution of Personnel

It is the intention of the City that the Proposer's personnel proposed for the contract will be available for the contract term. In the event the Proposer wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 of the General Conditions.

2.29 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this Contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

2.30 Canadian Companies

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through the City's online strategic sourcing platform as stated in Section 4.1.

2.32 Discrepancies, Errors and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

2.33 Non-Discrimination

The Consultant shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, gender, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Consultant certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

2.34 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its

subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

2.35 ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024

Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Architectural Consultant Services. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The successful Consultant Architect must have a minimum of five years of experience in providing full Architectural services including programming, design, preparation of construction documents, permitting, bidding, bid evaluation, cost estimating, and construction administration. The Consultant Architect shall carry out the responsibilities delineated in the scope of services and shall provide such services as needed to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders. The Consultant Architect should have a fully staffed office within Miami-Dade, Broward, or Palm Beach Counties. The Consultant Architect may propose to utilize subconsultants for the technical assistance necessary to develop the work for the following specialties, if required:

1. Space Planning
2. Programming
3. Specifications
4. Architectural Design
5. Contract Administration
6. Cost Estimating, Planning and Scheduling
7. Architectural 3D Rendering and Animation Services
8. Interior Design
9. Landscape Architecture
10. ADA Analysis and Design
11. Sustainable Design
12. Building Performance Analysis
13. Historical Preservation
14. LEED Design
15. Structural Design
16. Mechanical, Electrical, Plumbing Design

Quality Assurance/Quality Control:

The Consultant Architect shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications. The Consultant Architect is responsible for the professional quality, technical accuracy and coordination of design, drawings, specification, cost estimates and other services furnished by the consultant and their sub-consultants.

Document Submittal Format

All documents generated as a result of project task orders will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting

all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version currently utilized by the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CAD Specifications for Project Drawings current at the time of approval of the project task order. Plot files shall also be prepared and submitted which meet the stated City standards.

All reports cost estimates, calculations and project specifications and documents must be submitted in the Microsoft Office software format version current to the City's Engineering Division.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses an on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from an on-line strategic sourcing platform. Proposers are strongly encouraged to read the various supplier tutorial available in the on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the system. The City shall not be responsible for a proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the on-line strategic sourcing platform.

All proposals must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed

4.1.3 All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the

Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"); the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 the 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 (2024), as may be amended or revised, 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 this contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, 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 this Agreement, 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 this Agreement, 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.

- 4.1.6** By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers responses be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Firm Qualifications and Experience

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. A Standard Form 330 may be used to provide this information. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.4 Qualifications of the Project Team

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing this information on an organizational chart is recommended. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, including sub-consultants to be assigned to each project. Explain how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Each resume should not exceed two (2) pages in length. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

4.2.5 Approach to Scope of Work

- Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.
- Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.
- Also provide information on your firm's current workload and how this project will fit into your workload. Describe the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.
- Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.6 History and Past Performance

Provide a list of at least five (5) Continuing Contracts (CCNA) with similar scope, indicating the following:

- Client Name, address,
- Detailed description of the project.
- Project Cost and Timeline: indicate whether the project was completed within budget and on time.
- Outline any difficulties encountered.

Note: Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

4.2.7 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Description of work. (types of projects completed)
- Year(s) the projects were completed

Note: Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

4.2.8 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.9 Sub-consultants

Consultant must clearly identify any sub-consultants that may be utilized during the term of this contract.

4.2.10 Required Forms

a. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage.

b. Local Business Preference Certification

c. Disadvantaged Business Enterprise Preference Certification

d. Non-Collusion Statement

e. Non-Discrimination Certification Form

f. E-Verify Affirmation Statement

g. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

h. Bid/Proposal Certification

- i. **Reference Form**
Completed in accordance with Section 4.2.7
- j. **Affidavit of Compliance with Foreign Entity Laws**
- k. **Active Status Page from Division of Corporations -Sunbiz.org**
Provide PDF of current page.
- l. **W-9 for Proposing Firm**

4.3 By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

4.4 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.1.2 The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.

5.1.3 If the City Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.2 Evaluation Criteria

5.2.1 Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2.2 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria

<u>Criteria</u>	<u>Percentage</u>
Firm's Qualifications and Experience	20%
Project Team Qualification and Experience	25%
Approach to Scope	35%
History and Past Performance of the Firm	10%
References	10%
Total Percentage	100%

5.3 Contract Award

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

END OF SECTION

AGREEMENT

between

City of Fort Lauderdale

and

(company name)

for

Architectural Continuing Services Contract

RFQ No. 456

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 2025, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

(COMPANY NAME) a _____,
Florida company/corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2025 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of _____, RFQ No. 456, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 **AGREEMENT**: Means this document between the CITY and CONSULTANT dated _____, and any duly authorized and executed Amendments to Agreement.
- 1.2 **BASIC SERVICES**: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 **CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT**: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.

- 1.4 CHANGE ORDER: A written order executed by both Parties to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: _____, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The Public Works Director) for the City of Fort Lauderdale.
- 1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans,

specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

- 1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.23 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.

- 1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.26 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2024), CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2024), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Architectural Engineering Services, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of

Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2024), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications No. 456.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications No.456.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the

opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3) additional one (1) Year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant

fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.

- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and

Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;

- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both

Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2024). They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the

Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section

11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.2 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this

Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not

transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the

negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2024), or to extend the CITY's liability beyond the limits established in said Section 768.28 (2024), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining

adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the City a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a) CONSULTANT shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) CONSULTANT shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a

- claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f) The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
 - g) The City shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
 - h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Division
401 SE 21st Street
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the City's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's

staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting 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 CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or

person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail

and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall 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 AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT's response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENTS

This Agreement shall be executed in one (1), signed Agreement, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY:

Brightny Dorelus
Public Works Department
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-6885
E-mail: BDorelus@fortlauderdale.gov

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: NAME
TITLE
COMPANY
ADDRESS
Telephone (____) ____-____
Email: _____

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental

regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

12.36 PUBLIC RECORDS

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1E BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

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 the 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 (2024), as may be amended or revised, 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 this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, 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.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by

CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024) as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised; to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

COMPANY, a Florida company/corporation

By: _____

Print Name

Print Name: _____

Title: _____

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER) for (COMPANY NAME), a Florida (company/corporation).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "B"

HOURLY BILLING RATES

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

SPECIFIC REFERENCES FORM

The contractor shall have previous construction experience in the State of Florida with projects of similar scope and scale (or larger). Complete this form in its entirety. **Note: Do not include proposed team members or parent/subsidiary companies as references in your submittal.**

PRIME BIDDER'S NAME: _____

CLIENT NO. 1 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____

SPECIFIC REFERENCES FORM

CLIENT NO. 2 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____

SPECIFIC REFERENCES FORM

CLIENT NO. 3 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Title

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

PRINT NAME

SIGNATURE

DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of _____
("Nongovernmental Entity"), a _____ (State) _____ (Type of
Entity), under penalty of perjury, hereby deposes and says:

1. My name is _____.
2. I am an _____ officer or _____ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor services as defined in Section 787.06, Florida Statutes (2024), as may be amended or repealed.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Name of Officer or Representative: _____ Title: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ F.E. No.: _____

STATE OF _____
COUNTY OF _____

I have personally known to and subscribed before me by means of physical presence or online
verification, this _____ day of _____, 2024, by _____.

(Signature of Notary Public – State of _____)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Executive Summary Report

Of

Event: 456-0 - Architectural Continuing Services

Buyer: PAULETTE HEMMINGS TURNER

Date Range: 04/24/2025 05:00:00 PM - 05/22/2025 02:00:00 PM

Suppliers Notified: 8

Notified Suppliers Responding: 3

All Suppliers Responding: 10

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachments Exist
Walters Zackria Associates, PLLC	Abbas Zackria	954-522-4123	admin@wza-architects.com	Fort Lauderdale	FL	1.00	0.00	Yes
Wolfberg Alvarez and Partners, Inc.	Andrea Chavero	305-666-5474	andrea.chavero@wolfbergalvarez.com	Coral Gables	FL	1.00	0.00	Yes
H2M Architects & Engineers, Inc.	Patricia Bryant	6317568000	pbryant@h2m.com	Boca Raton	FL	1.00	0.00	Yes
R.E. Chisholm Architects, Inc.	Lorena Menicucci	3056612070	lmenicucci@chisholmarchitects.com	Miami	FL	1.00	0.00	Yes
Dorsky Yue International	Maria Stein	954-03-7830	mstein@dorskyyue.com	Fort Lauderdale	FL	1.00	0.00	Yes
R.J. Heisenbottle Architects, PA	Charlene Conill	3054467799	cconill@rjha.net	Miami	FL	0.00	0.00	Yes
Brooks + Scarpa	Isabella Pedrosa	954-683-1236	pedrosa@brooksscarpa.com	Fort Lauderdale	FL	0.00	0.00	Yes
West Architecture + Design, LLC	Matthew F. West	561-588-2027	pganci@west-arch.com	Lantana	FL	0.00	0.00	Yes
Jorge A Gutierrez Architect LLC	Jorge Gutierrez	954-367-7877	anae@jagaia.com	Hollywood	FL	0.00	0.00	Yes
Gurri Matute PA	Daphne Gurri	3056610069	gmpamarketing@gurri-matute.com	Miami	FL	0.00	0.00	Yes

continued...

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
ARCHITECTURAL CONSULTANT SERVICE-	Architectural Consultant Services Continuing Contract	EA	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Walters Zackria Associates, PLLC	1.0000	EA	1.000	0.00
Wolfberg Alvarez and Partners, Inc.	1.0000	EA	1.000	0.00
H2M Architects & Engineers, Inc.	1.0000	EA	1.000	0.00
R.E. Chisholm Architects, Inc.	1.0000	EA	1.000	0.00
Dorsky Yue International	1.0000	EA	1.000	0.00
R.J. Heisenbottle Architects, PA	1.0000	EA	0.000	0.00
Brooks + Scarpa	1.0000	EA	0.000	0.00
West Architecture + Design, LLC	1.0000	EA	0.000	0.00
Jorge A Gutierrez Architect LLC	1.0000	EA	0.000	0.00
Gurri Matute PA	1.0000	EA	0.000	0.00

Header Questions And Responses

QUESTION

Did you sign and attach all the required Forms

Question Responses

Supplier	Name	Answer	Send To CM
58	Walters Zackria Associates, PLLC	Yes	Yes
951	Wolfberg Alvarez and Partners, Inc.	Yes	Yes

continued...

Question Responses

Supplier	Name	Answer	Send To CM
1192	H2M Architects & Engineers, Inc.	Yes	Yes
1775	R.E. Chisholm Architects, Inc.	Yes	Yes
1827	Dorsky Yue International	Yes	Yes
3079	R.J. Heisenbottle Architects, PA	Yes	Yes
3274	Brooks + Scarpa	Yes	Yes
3708	West Architecture + Design, LLC	Yes	Yes
3832	Jorge A Gutierrez Architect LLC	Yes	Yes
4498	Gurri Matute PA	Yes	Yes

QUESTION

The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and is not needed as part of your initial bid response.

Question Responses

Supplier	Name	Answer	Send To CM
58	Walters Zackria Associates, PLLC	Yes	No
951	Wolfberg Alvarez and Partners, Inc.	Yes	No
1192	H2M Architects & Engineers, Inc.	Yes	No
1775	R.E. Chisholm Architects, Inc.	Yes	No
1827	Dorsky Yue International	Yes	No
3079	R.J. Heisenbottle Architects, PA	Yes	No
3274	Brooks + Scarpa	Yes	No
3708	West Architecture + Design, LLC	Yes	No
3832	Jorge A Gutierrez Architect LLC	Yes	No
4498	Gurri Matute PA	Yes	No

continued...

Line Questions And Responses

QUESTION

Did you complete and attach all the required forms?

Question Responses			
Question Number	Supplier	Name	Answer
1	58	Walters Zackria Associates, PLLC	Yes
1	951	Wolfberg Alvarez and Partners, Inc.	Yes
1	1192	H2M Architects & Engineers, Inc.	Yes
1	1775	R.E. Chisholm Architects, Inc.	Yes
1	1827	Dorsky Yue International	Yes
1	3079	R.J. Heisenbottle Architects, PA	Yes
1	3274	Brooks + Scarpa	Yes
1	3708	West Architecture + Design, LLC	Yes
1	3832	Jorge A Gutierrez Architect LLC	Yes
1	4498	Gurri Matute PA	Yes

QUESTION

The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and is not needed as part of your initial bid response.

Question Responses			
Question Number	Supplier	Name	Answer
2	58	Walters Zackria Associates, PLLC	Yes
2	951	Wolfberg Alvarez and Partners, Inc.	Yes
2	1192	H2M Architects & Engineers, Inc.	Yes
2	1775	R.E. Chisholm Architects, Inc.	Yes
2	1827	Dorsky Yue International	Yes
2	3079	R.J. Heisenbottle Architects, PA	Yes
2	3274	Brooks + Scarpa	Yes

continued...

Question Responses

Question Number	Supplier	Name	Answer
2	3708	West Architecture + Design, LLC	Yes
2	3832	Jorge A Gutierrez Architect LLC	Yes
2	4498	Gurri Matute PA	Yes

Contacts

Name	Email
PAULETTE HEMMINGS TURNER	pturner@fortlauderdale.gov

Q And A

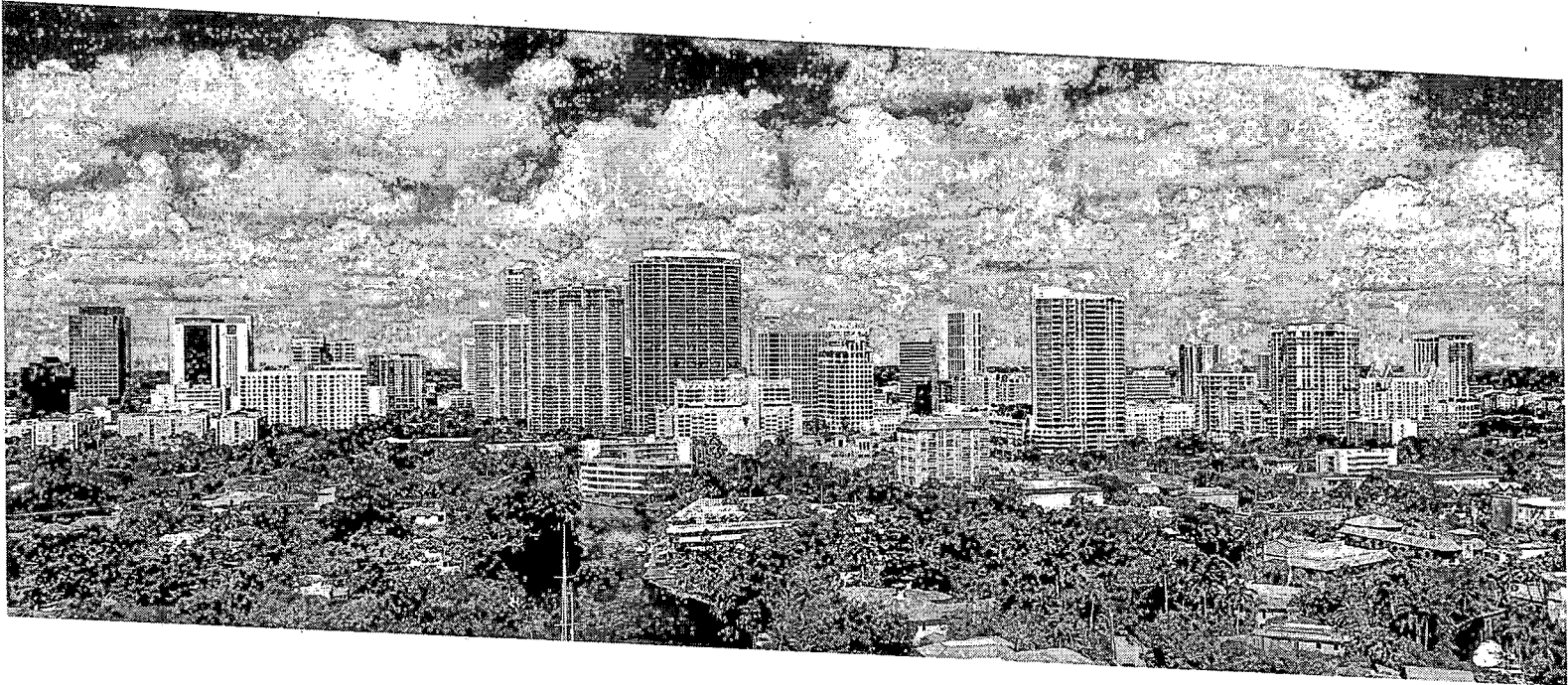
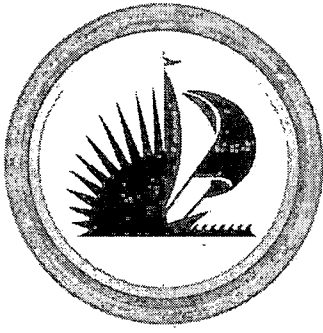
Supplier	Question	Answer
R.E. Chisholm Architects, Inc.	On page 16 under Scope of Services, are we expected to cover all the listed specialties and include subconsultants for the services we don't offer, or are you primarily interested in the architectural services we provide?	The Design Firm is expected to provide ALL the services describe in the Scope of Services.
MCHarry & Associates Inc.	Where are the required forms located? I can't seem to find them.	The Required Forms are found by "clicking" the Questions tab.
The Tamara Peacock Company Architects of Florida Inc.	Is the city requiring or anticipating Civil work to be done?	Yes, Civil Engineering Services will be required.
Synalovski Romanik Saye, LLC	Can you clarify specific possible services for Section III 3.2 Scope of Services - 12. Building Performance Analysis?	Building performance analysis is an assessment of the operational efficacy of a property. It involves a process that assesses how a building is performing, its similar to a feasibility study.

The Required Forms are found by "clicking" the Questions tab

The screenshot shows a software interface for 'Event 456'. At the top left, there is a hamburger menu icon followed by 'Event 456'. To the right, there are buttons for 'Event Preview', 'Executive Summary Report', and a search icon. Below this, a table lists company information:

Company	Event #	Version	Name *	Status
10 - City of Fort Lauderdale	456		Architectural Continuing Services	Open

Below the table is a navigation bar with several tabs: 'Weighting', 'Lines *', 'Questions (2)', 'Terms', 'Meetings', 'Attachments (1)', 'Contacts (1)', 'Comments', 'Notifications (8)', 'Plan Holders List (14)', 'Event Commodity Codes (7)', and 'Q&A (2)'. A black arrow originates from the top right of the interface and points directly to the 'Questions (2)' tab.



CITY OF FORT LAUDERDALE

ARCHITECTURAL CONTINUING SERVICES

RFQ NO. 456



5/22/2025

architects
CAM #26-0347
Exhibit 9
Page 1 of 90

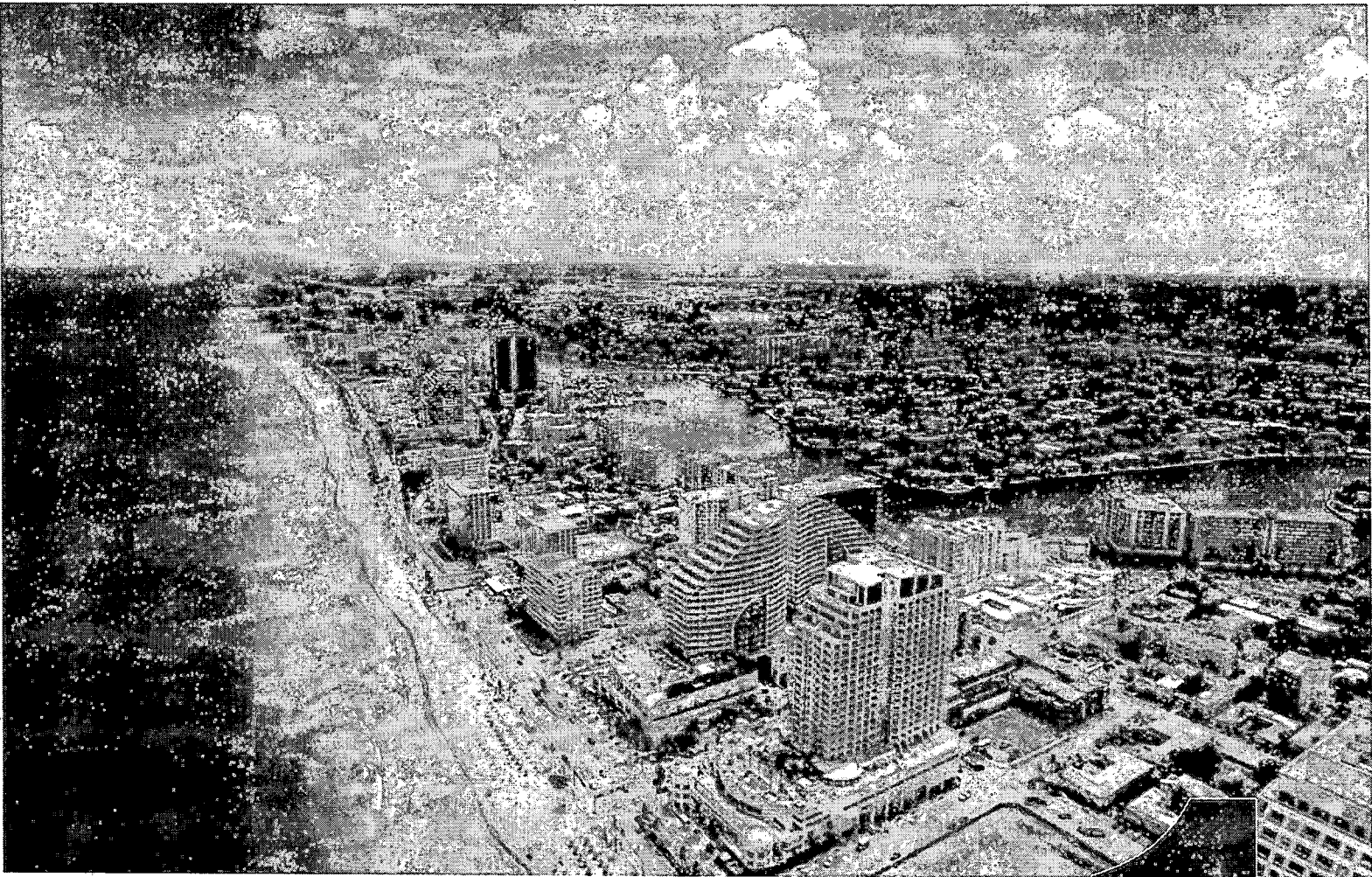


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CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

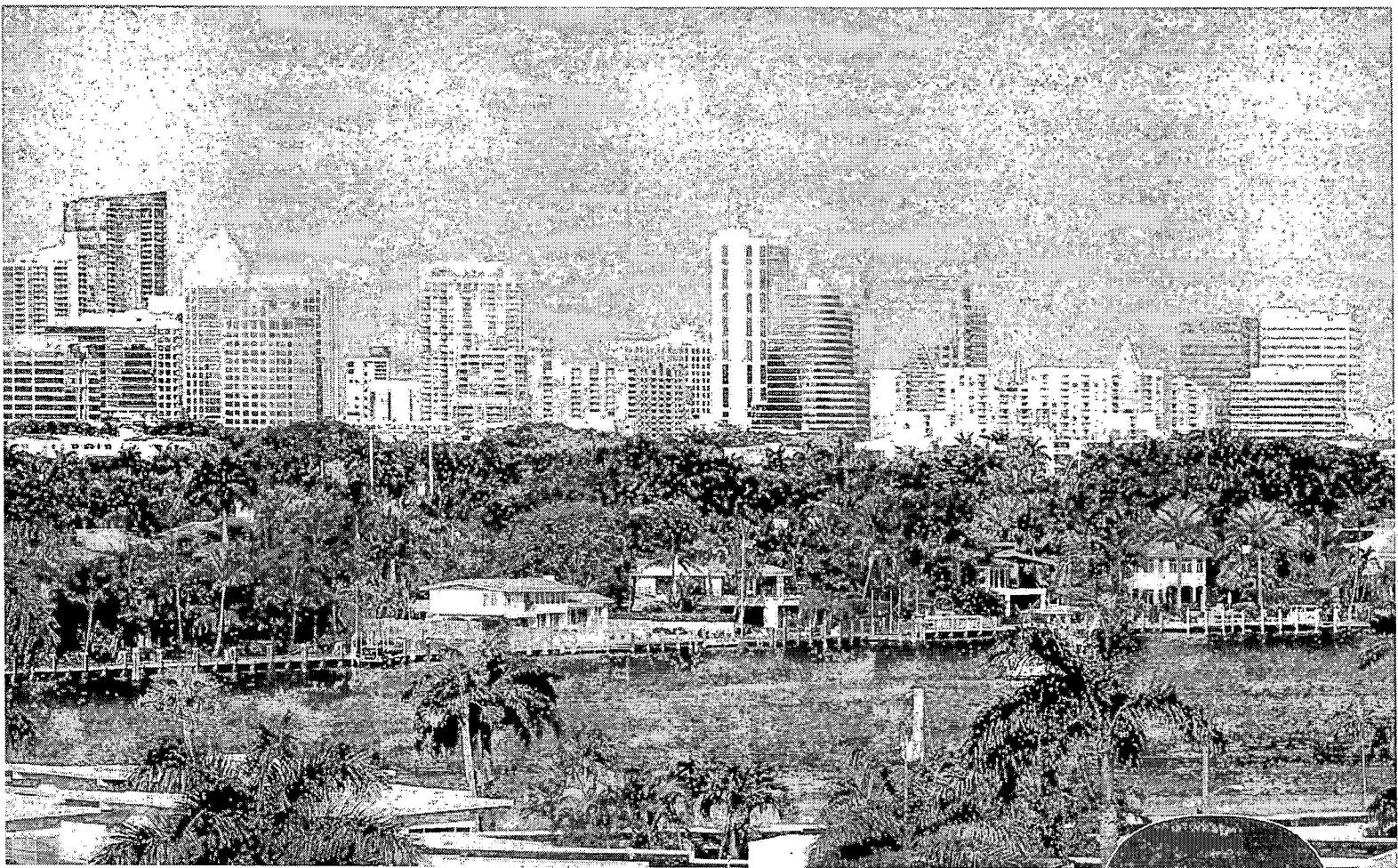
architects
CAM #26-0347
Exhibit 9
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2

EXECUTIVE SUMMARY

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

architects
CAM #26-0347
Exhibit 9
Page 4 of 90

EXECUTIVE SUMMARY

May 22, 2025

101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, FL 33301

Attn: Paulette Hemmings Turner, Senior Procurement Specialist

RE: City of Fort Lauderdale—Architectural Continuing Services RFQ #456

Dear Ms. Hemmings Turner and Members of the Selection Committee:

We are pleased to submit our qualifications for the Architectural Continuing Services Contract for City of Fort Lauderdale. The Chisholm Architects Team achieves an outstanding level of expertise in planning, design, and construction for facilities, including new construction projects, renovations, additions, and more.

R.E. Chisholm Architects, Inc., (REC), is a full service architectural firm with experience in public and private sector projects. Established in 1982 and located in Miami-Dade County, we have a long working relationship with the public sector to whom we have provided Architectural, Planning, Interior Design, and Urban Design Services. We offer design services for a variety of project types, ranging from industrial and commercial to residential and institutional clients. We believe in taking a customized design approach to each project, enabling us to cater to the specific needs of our clients in new, innovative ways. This approach has gained our team a wealth of experience and knowledge in design and construction, which we bring to every project we undertake.

PROJECT TEAM

The TRUE PROJECT VALUE the Chisholm Team brings is best noted on extensive and comprehensive process knowledge, and a proven leadership track record in an enormous variety of projects over (43) years, complemented with strong professional, technical, architectural, and engineering support of several veteran firms best in their fields with proven local knowledge and performance.

We are pleased to submit to provide Professional Architectural and Engineering Consulting Services with the following team:

R.E. CHISHOLM ARCHIECTS, INC.	ARCHITECTURE	MILLER LEGG & ASSOCIATES, INC.	LANDSCAPE ARCHITECTURE
SGM ENGINEERING, INC.	MEP ENGINEERING & LEED	PROGRAM CONTROLS, INC.	COST ESTIMATING
CONEMCO ENGINEERING, INC.	STRUCTURAL ENGINEERING		

RELEVANT EXPERIENCE

The Chisholm Team is highly trained, experienced, and knowledgeable in the coordination of review and approval processes and will make a commitment to the timely performance of all required services. We have substantial specific experience in providing Architectural and Engineering Design Services and specifically working with Government projects/entities, as well as working with continuing contracts.

A/E CONTINUING SERVICE CONTRACTS

MUNICIPALITIES / COUNTIES / GOVERNMENT AGENCIES

- City of Hollywood (2024—Pres)
- City of West Palm Beach CRA (2024—Pres)
- City of Aventura (2024—Pres)
- Delray Beach CRA (2024—Pres)
- Town of Surfside (2024—Pres)
- City of North Miami Beach (2023—Pres)
- Palm Beach Housing Authority (2023—Pres)
- Village of Biscayne Park (2023—Pres)
- Miami Shores Village (2023—Pres)
- Town of Southwest Ranches (2022—Pres)
- City of Coral Gables Historic Preservation (2022—Pres)
- City of Miramar (2022—Pres)
- City of Miami (2012—Pres), (2022—Pres)
- Village of Palmetto Bay (2021—Pres)
- Hialeah Housing Authority (2021—Pres)
- City of Miami Beach (2020—Pres)
- City of Coral Gables (2019—Pres)
- Miami International Airport (1992—2005), (2017—Pres)
- City of South Miami (2014—Pres)
- Miami-Dade County EDP (2013—Pres)
- Miami-Dade County Parks, Rec. & Open Spaces (2001—Pres)
- Miami-Dade County HUD (1983—1989)

STATE AND FEDERAL

- US Dept. of Agriculture / ECA (1991—Pres)
- US Army Corps. Of Engineers (2013—2016)

CORPORATE & INSTITUTIONS

- Seminole Tribe of Florida (2023—Pres)
- Belen Jesuit Preparatory (2023—Pres)
- Miami Dade College (1998—2004), (2017—Pres)
- University of Miami (2013—Pres)
- Miami-Dade County Public Schools (2013—Pres)
- St. Augustine Church (2000—Pres)
- Baptist Health (1998—Pres)
- Affordable Housing Solutions / AHS (2013—2020)
- Ocean Bank (2013—2020)
- Norwegian Cruise Lines (2015—2019)
- Gulliver Academy (2012—2016)
- Gulliver Preparatory (2012—2016)
- U.S. Century Bank (2002—2009)
- Great Florida Bank (2001—2013)



EXECUTIVE SUMMARY

RELEVANT PROJECT EXPERIENCE

STATE AND FEDERAL

USDA / ECA Everglades Farmworker Village
US Army Corps of Eng. – Picayune Strand Everglades Restoration
US GSA / US DEA ICE Facility, (LEED Certified)

MUNICIPALITIES / COUNTIES

CITY OF CORAL GABLES

Venetian Pool Renovations and Café Retrofit

CITY OF MIAMI

Theodore Gibson Park. Ind. BB Arena
Miami City Cemetery Facilities
Virginia Key Maritime Center / DCP
Douglas Park Community
Spring Garden Point Park
Shenandoah Park
Antonio Maceo Park Facilities
David T. Kennedy Park Facilities
Margaret Pace Park Volleyball Courts
Commissioner King Offices Renovations
Commissioner Diaz de La Portilla Office Renovations
David Herring Facility – 40 Year Recertification
Miami Police Station ADA and Feasibility Study
Lawrence and Riverview Pump Stations

CITY OF MIAMI BEACH

Flamingo Park Childcare
Flamingo Park Youth Center
South Beach Art Deco District Historic Preservation Master Plan

CITY OF HOLLYWOOD

Hollywood Fire Training and Maintenance Bldg.

VILLAGE OF PINECREST

Veterans Wayside Park

CITY OF SOUTH MIAMI

Palmer Park Concessions Facility

CITY OF TAMARAC

Sports Complex
Tamarac Recreation and Community Center
Mainlands Park
Public Service Complex

VILLAGE OF BISCAYNE PARK

Park & Rec Center Electrical Panel Design
Biscayne Park Parking

CITY OF MIRAMAR

Business Office Sharing
Silver Lakes Park Pickleball Courts

MIAMI-DADE COUNTY

MIAMI DADE COUNTY PARKS, REC. & OPEN SPACES

Canoe and Kayak Launch / Sites at Five Marinas
Father Gerard Jean-Juste Community Center (LEED Certified)
Southridge Park Stadium
Tropical Park Boxing Facility
Carol City Park

DEPT. OF TRANSPORTATION AND PUBLIC WORKS

Government Center Metro Rail Station Retrofit
Trillium CNG Facility

MIAMI AND PALM BEACH INTERNATIONAL AIRPORTS

Completed 60+ Projects under a miscellaneous A&E Contract since 1992.

And more that include Corporate, Healthcare, Institutions, Residential, Industrial, Transportation, Rapid Transit, Parks and Recreation and other types of projects.

PROJECT LEADERSHIP (REFER TO ORGANIZATIONAL CHART)

- **R.E. CHISHOLM ARCHITECTS, INC.** Mr. Robert E. Chisholm, FAIA, NCARB, **Principal in Charge**, is the firm's **lead designer and is involved in the project's design and planning**, working closely with the client to develop the overall vision for the project. **Project Director**, Matthew Polak AIA, LEED AP, is in charge of the technical implementation of the project, ensuring that design intent is reached and project requirements are achieved, and he is also in direct contact with the client. **Project Manager**, Alexis Reyes coordinates daily project activities, ensuring schedules, documentation, and team communications align with client goals.
- **SGM ENGINEERING, INC.** Sr Mechanical Engineer, Bobby Shahnami, Sr Electrical Engineer, Manuel Hernandez, and Sr Plumbing & Fire Protection Engineer, Julian Harris will be providing **MEP Engineering & LEED services for this project**.
- **CONEMCO ENGINEERING, INC.** Structural Engineer Director, Jose A. Compres, Project Manager, Marieli P. Sosa, Lead Inspector, Oscar Zamora, and CAD Design Manager, Santiago Rivera will be providing **Structural Engineering services for this project**.
- **MILLER LEGG & ASSOCIATES, INC.** Sr Landscape Architect, Brian Shore, Project Landscape Architect, Miguel Juncal, Landscape Designer, Nelson Perez, and Recreation Planner, Lidmilia Fuentes will be providing **Landscape Architecture services for this project**.
- **PROGRAM CONTROLS, INC.** Sr Cost Estimator, Dante Alvarez, and Scheduling & Risk Manager, Julian Ortega will be providing **Cost Estimating services for this project**.

CHISHOLM TEAM COMMITMENT and TRUE PROJECT VALUE

REC has an excellent forty-three year history in working with federal, state, and local government agencies on a variety of projects. Our ability to complete any project on schedule and within budget is a leading asset in creating and maintaining an outstanding relationship with governmental agencies.


The specific project experience the Chisholm Team provides, the expertise, and proven track records of similar projects along with our proven leadership, and overall Team experience is pertinent and of true value in the provision of services for the City of Fort Lauderdale.


We truly appreciate your consideration of the Chisholm Team and look forward to formally presenting our proposal.

Sincerely,

RE CHISHOLM ARCHITECTS, INC.




Matthew Polak, AIA, LEED AP
President, Project Director
c/ (305)542-9235
mpolak@chisholmarchitects.com


Robert E. Chisholm, FAIA, NCARB
Chairman/CEO, Principal in Charge
c/ (305)542-9233
bob@chisholmarchitects.com

782 NW 42ND AVE, SUITE 650, MIAMI, FL 33126 | O/ (305)661-2070 F/ (305)661-6090 | FEIN NO.: 65-0131871
CHISHOLMARCHITECTS.COM

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456

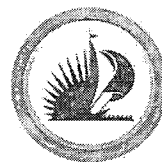




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FIRM QUALIFICATIONS & EXPERIENCE

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

CAM #26-0347
Exhibit 9
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FIRM QUALIFICATIONS & EXPERIENCE

INTRODUCTION

R.E. CHISHOLM ARCHITECTS, Inc. (REC) is a multi-disciplinary firm located in Miami, Florida. We provide services in Architecture, Planning, Interior Design, and Urban Design executed and delivered with the highest technology.

The firm is recognized locally and nationally for outstanding design and quality of service.

Chisholm Architects has extensive experience in a variety of project types over the last (43) years and its principals over the last fifty-two. These include governmental, institutional, corporate, educational, transportation, commercial and housing projects.

HISTORY

R.E. CHISHOLM ARCHITECTS, Inc. was founded in 1982 by Robert E. Chisholm, FAIA. In 1989, the firm was incorporated and grew to its status. Mr. Chisholm originally adopted the firm philosophy of maintaining a variety of project types which would develop the thinking and attitude of the firm consistently as Architects in responsible leadership of any project.

In 1989, Mr. Chisholm re-structured the firm and its course towards a comprehensive approach to design and architecture.

In 1992, the firm was named "Architectural Firm of the Year" in Miami-Dade County and again in 2019.

In 1996 Mr. Chisholm was named Fellow of the American Institute of Architects, the highest honor attainable in this 163-year-old organization.

In 2022, Mr. Chisholm was inducted into the American Institute of Architects / Miami Hall of Fame.

The firm and its principals have received national, state, and local awards in Architectural Design Planning, graphics, Urban Design, and consistently recognized for community service; as early as 1976, and as recently as 2019.

This, coupled with a focused approach to the highest level of creative and pragmatic service possible with an involvement in a wide variety of project types, make up the substance of this firm.

THE FIRM

R.E. CHISHOLM ARCHITECTS, INC. is a State of Florida and Miami-Dade County M/SBE Certified consulting firm providing comprehensive professional services in Architecture, Planning, Interior Design, and Urban Design.

Chisholm Architects provides services to clients throughout the United States, South and Central America, the Caribbean and Europe. Among the firm's clients are corporate, municipal, state, and federal agencies, private clients, public and private institutions.

The firm has had extensive experience in the planning, development, design, and construction of prominent commercial, industrial, governmental, institutional, and multi-family residential projects.

VISION AND WORK APPROACH

Our **Corporate Philosophy** has been to maintain a tight group of professionals providing creative solutions and services for multiple building and project types. This has allowed our entire staff to apply creative and pragmatic problem-solving experience to any project type regardless of scope and complexity.

Consistently, our firm is considered and selected to provide professional services typically reserved for much larger regional or national design firms. We can accomplish this by management of workflow, strategic partnering with other consultants complementing our services and tailoring the services of the entire team to meet the goals and objectives of any client.

Today, after many successful years of commitment and dedication, R.E. CHISHOLM ARCHITECTS, Inc. continues to provide exceptional design and the highest quality of services possible to our clients. Our emphasis will continue to be the best at what we do.

Being exposed to and involved in a wide variety of project types, without a doubt, is what made our firm so successful.

52 YEARS PRINCIPAL EXPERIENCE
1973-2025

43 YEARS IN BUSINESS WITHIN STATE OF FL
1982-2025

38 RECOGNITION AND AWARDS
1976-2025

1992 ARCHITECTURAL FIRM OF THE YEAR
2019 MIAMI DADE COUNTY | GMCC

RE CHISHOLM ARCHITECTS, INC. ■ 782 NW 42ND AVE, SUITE 650, MIAMI, FL 33126 ■ ARCHITECTURE | PLANNING | INTERIORS
305.661.2070 F. 305.661.6090 ■ CHISHOLMARCHITECTS.COM ■ AR0007442 / ID0003584

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



CHISHOLM
architects

CAM #26-0347
Exhibit 9
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FIRM QUALIFICATIONS & EXPERIENCE

REC has completed various municipal projects in the State of Florida. Those agencies include **Miami Dade County, Miami Dade County Department of Transportation and Public Works**, Miami-Dade County Parks & Recreation, Miami Dade County HUD, Miami Dade County EDP, **Miami Dade County Aviation Department**, City of Coral Gables, City of Miami, City of Miami Gardens, City of Miami Beach, City of Hialeah, City of South Miami, Broward County, Collier County, City of Tamarac, Palm Beach County Housing Authority and **South Florida Regional Transportation Authority/Tri-Rail** as well as other municipalities.

REC fully understands the complex permitting process and has developed an outstanding relationship with the governmental permitting agencies that will be an asset to complete the project on schedule and within the budget.

With Chisholm Architects, Mr. Chisholm, and the Chisholm Architects team, have the necessary project type experience, plus the knowledge of materials, construction and functional aesthetics make at a very strong qualification factor for selection as the Architects and Engineers for this project.

In addition, the extensive knowledge and ability to work with public and governmental agencies from the Local to the Federal level, add to the comprehensive abilities of the Chisholm Team.

Principal in Charge Robert E. Chisholm FAIA, NCARB and Project Director Matthew Polak AIA, LEED AP are the primary points of contact and have been working together for **over thirty-six years** on a variety of projects applying creative and innovative design solutions.

REC and all members of the Chisholm Team are experienced in working with Public Governmental Agencies and specifically, Miami-Dade County Government.

Mr. Chisholm has personally worked with Miami-Dade County as an employee and as a Professional Consultant since 1968.



Mr. Chisholm was formerly a staff member of the Metro Dade County Manager's Office in the Office of Community and Economic Development (OCED) during the 1970's. He was **Lead Principal Planner** in charge of planning and implementation of capital improvement projects in several urban neighborhoods.

Mr. Chisholm dealt directly with members of the Federal, State, County and City governments in planning, funding, and implementation of projects.

At the urban planning level, Mr. Chisholm has won national urban design awards for the Park West National Urban Design Competition and for the Miami Beach Art Deco District Historic Preservation Master Plan. The project also won planning awards of special recognition at the state level.

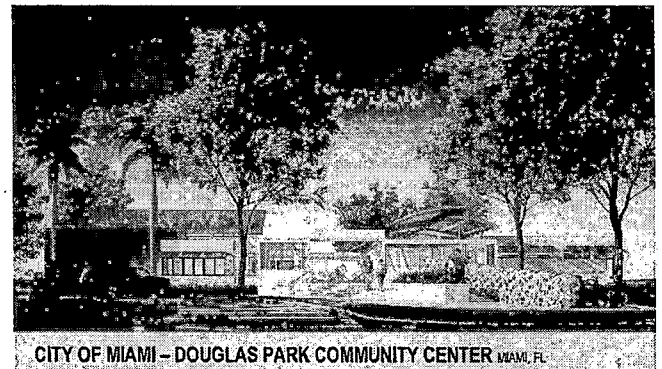
Since 1975 Mr. Chisholm has assisted in drafting, planning, and establishing design guidelines for the Little Havana District. He was appointed to the Latin Quarter Review Board in which he served as Vice-Chairman over a four-year period; he was also **Chairman of the Urban Development Review Board for the City of Miami.**

He has worked with Miami-Dade County, Airport, Seaport, Water Control, HUD, Public Works, Historic Preservation, and many others.

REC has an excellent forty-three-year history in working with Federal, State, and Local government agencies as well as many Miami-Dade County Departments on a variety of projects.

The specific project experience the Chisholm Team provides, along with our proven leadership and overall Team experience is pertinent in the provision of services.

We truly appreciate your consideration of the Chisholm Team and look forward to presenting our proposal.



FIRM QUALIFICATIONS & EXPERIENCE

PROFESSIONAL SERVICES

ARCHITECTURE

- Programming
- Existing Facilities Survey & Building Certification
- A.D.A. Surveys
- Zoning Analysis
- Master Planning
- Site Planning
- Feasibility Analysis
- Architectural Design & Construction Documents
- Value Engineering
- Construction Administration

INTERIORS

- Space Planning & Interior Design
- Custom Millwork Design
- Custom Furniture Design
- Graphics and Signage
- Purchasing

PLANNING & URBAN DESIGN

- Master Planning
- Neighborhood Planning
- Major Use Permits & Re-Zoning
- Feasibility Analysis
- Highest and Best Use Studies
- Redevelopment Plans
- Design of Outdoor Spaces & Urban Spaces
- Park Design
- Way Finding

CONSTRUCTION SERVICES

- Project Management
- Cost Estimating
- Plans Processing and Permitting
- Construction Administration
- Post Evaluation Analysis
- Value Engineering



FIRM QUALIFICATIONS & EXPERIENCE

PUBLIC SECTOR CLIENTS

PROJECT TYPES

AVIATION FACILITIES

CHILDCARE FACILITIES

COMMUNITY FACILITIES

ELEMENTARY SCHOOLS

HOSPITAL FACILITIES

HOUSING

INFRASTRUCTURE

MAINTENANCE FACILITIES

MARITIME FACILITIES

MULTI-PURPOSE FACILITIES

MULTI-UNIT HOUSING

MUSEUMS

OFFICES

PARKS

PLAYING FIELDS

STADIUM

TRANSPORTATION

UNIVERSITY FACILITIES

URBAN DESIGN

URBAN PLANNING

STATE/FEDERAL AGENCY

- Broward Sheriff's Office
- Miami Dade College
- Florida International University
- Seminole Tribe of Florida
- State of Florida Board of Regents
- South Florida Water Management District
- South Florida Regional Transportation Authority / RTA
- US Department of Agriculture
- US Department of Housing and Urban Development
- US Department of Veterans Administration
- US Army Corps of Engineers
- US General Services Administration
- US Drug Enforcement Administration
- US Department of Homeland Security

MIAMI-DADE COUNTY

- Miami-Dade County Port of Miami
- Miami-Dade County Aviation Department
- Miami-Dade County GSA
- Miami-Dade County Office of Community Development
- Miami-Dade County Public Schools
- Miami-Dade County Transit Authority
- Miami-Dade County Parks and Recreation
- Broward County Offices of Capital Improvement

MUNICIPALITY

- City of Aventura, Florida
- City of Coral Gables, Florida
- City of Hialeah, Florida
- City of Hollywood, Florida
- City of Homestead Office of Community Development, Florida
- City of Homestead, Florida
- City of Miami Beach, Florida
- City of Miami, Florida
- City of Miami Parks and Recreation
- City of Miami Police
- City of Miami Gardens, Florida
- City of Miramar, Florida
- City of North Miami Beach, Florida
- City of South Miami, Florida
- City of Tamarac, Florida
- City of West Palm Beach CRA, Florida
- Delray Beach CRA, Florida
- Miami Shores Village, Florida
- Town of Southwest Ranches, Florida
- Town of Surfside, Florida
- Village of Biscayne Park, Florida
- Village of Palmetto Bay, Florida

PUBLIC HOUSING AUTHORITY

- Broward County North Homeless Assistance Center
- Fort Pierce Housing Authority
- Miami-Dade County Department of Housing and Urban Development
- Miami Beach Housing Authority
- Palm Beach County Housing Authority
- St. Petersburg Housing Authority
- Hialeah Housing Authority

FOREIGN GOVERNMENT

- The Consul General of Barbados



FIRM QUALIFICATIONS & EXPERIENCE

PRIVATE SECTOR CLIENTS

PROJECT TYPES

AIRLINE FACILITIES

AIRLINE OFFICES

BANK FACILITIES

CHURCHES

CLUBS / ENTERTAINMENT

CUSTOMER SERVICE

EDUCATIONAL CENTERS

FACILITIES SERVICE FACILITIES

FEASIBILITY STUDIES

FUEL STATIONS MAINTENANCE

MEDICAL CENTERS

MEDICAL OFFICES

MULTI-UNIT HOUSING

OFFICE BUILDINGS

PLANNING

RESTAURANTS / FOOD FACILITIES

SATELLITE STATIONS

THEATERS

TRANSPORTATION FACILITIES

ZONING

INSTITUTIONAL

- Archdiocese of Miami
- Association for Retarded Citizens
- B'nai B'rith International
- Belen Jesuit Preparatory School
- Cuban Exile History Museum
- Divine Mercy Apostolate
- Easter Seal Society
- Ermita de la Caridad
- Gulliver Academy
- Gulliver Preparatory
- La Salle High School
- Sisters of the Pierced Hearts
- Temple Israel of Greater Miami
- University of Miami

CORPORATE

- Alamo Rent-a-Car, Inc.
- All Florida Paper
- American Bankers Insurance Group
- American Equity Property
- Americatel Corporation
- Bank of America
- Banco Popular Dominicano
- Burger King Corporation
- Chapman Partnership
- Chrysler Corporation
- CIFO Group
- Citgo Corporation
- Continental Flowers
- EFC Holdings, Inc.
- Florida East Coast Industries
- Florsheim Corporation
- GBS International
- Great Florida Bank
- Nations Bank
- Norwegian Cruise Lines
- Ocean Bank
- Parkland USA
- Total Bank
- United Parcel Service
- Union Planters Bank
- US Century Bank

MULTI-HOUSING

- Advanced Housing Corp.
- Affordable Housing Solutions
- Centennial Management Corp.
- Centro Campesino, Inc.
- Chapman Partnership
- Dominion
- Everglades Community Assoc.
- Everglade Vision Corporation
- Greater Miami Neighborhoods Inc.
- Jubilee Corporation

- Quantum Properties
- Rural Neighborhoods
- Inner City Urban Developers
- Harbor Development Group
- Northstar Corporation
- Related Housing Companies
- Rouse Company
- The Enterprise Foundation
- The Heritage Corporation
- Catholic Housing Management

TRANSPORTATION

- American Airlines
- Arrow Air
- Avensa Airlines
- Bahamas Air
- Brightline
- British Airways
- Continental Airlines
- Fine Air
- Miami-Dade County Office of Transp.
- Southern Air
- US Air, Inc.
- Virgin Atlantic Airways
- UGAS Companies

FOOD/BEVERAGE

- Burger King Corporation
- Cheesecake Factory
- La Bodega, USA/Spain
- Laposse, USA
- Latin American Gourmet
- Los Ranchos Restaurants, Inc.

ENTERTAINMENT

- Baja Beach Club
- Coconut Grove Playhouse
- The Improv Comedy Club
- Paranoia Club

MEDICAL FACILITIES

- Beacon Health Group
- Baptist Health South Florida
- Beraja Clinics
- Femwell Inc.
- Jackson Health Systems
- Lawnwood Regional Medical Center
- University of Miami – Jackson Memorial Hospital

HOTELS

- Domus Group
- Karisma Corp
- Biltmore Hotel / Worsham Brothers Inc.
- Ian Schragger Company
- Hilton / Hampton Inn Hotel



FIRM QUALIFICATIONS & EXPERIENCE

AWARDS & RECOGNITIONS

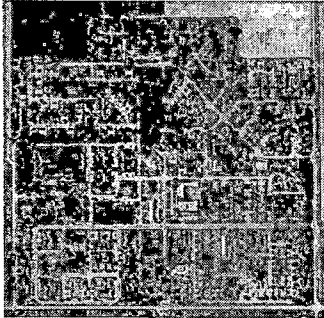
CATEGORIES

	2024	Miami-Dade Favorites / Miami Herald – R.E. Chisholm Architects, Inc. was awarded Bronze Best Architecture Firm.	2004	American Institute of Architects; Charles W. Clary Government Service Award.
ADVANCEMENT OF THE PROFESSION OF ARCHITECTURE	2022	Mr. Chisholm was inducted into the American Institute of Architects / Miami Hall of Fame.	2004	Miami-Dade College Alumni Hall of Fame, Architecture Robert E. Chisholm, FAIA, NCARB.
	2022	Philanthropist Award presented by the South FL Hispanic Chamber of Commerce in the Hispanic Leadership Awards.	1998	Churrascos Restaurant / Best New Building - Commercial, Indian River County Chamber of Commerce, Vero Beach, FL.
ARCHITECTURAL DESIGN	2020	US Green Building Council – Innovative Project of the Year finalist: New Construction – Public Assembly, Father Gerard Jean Juste Oak Grove Park Community Center.	1998	National Maxwell Award of Excellence for Design Fannie Mae Foundation Fannie Mae Foundation Washington, D.C., Everglades Farmworkers Village.
	2019	South Florida Business Journal - Best Green Project / Finalist: Oak Grove Park Father Gerard Jean Juste Community Center, Design Criteria Professionals / R.E. Chisholm Architects – AOR: Ernesto Santos.	1997	Community Service American Institute of Architects; Entrepreneur of the Year Award; South Beach Hispanic Chamber of Commerce.
BEST GREEN PROJECT	2019	South Florida Business Journal - Best Hospitality Project / Finalist: Sixty80 Design Hotel Cuesta Construction / R.E. Chisholm Architects - Design Architects, Charles H. Benson, Assoc. – AOR.	1996	Robert E. Chisholm elected to The College of Fellows of the American Institute of Architects, Washington, D.C.
BEST HOSPITALITY PROJECT	2019	Architectural Firm of the Year. Greater Miami Chamber of Commerce: Real Estate Achievers & Leaders Award.	1995	Award of Excellence / Design; American Institute of Architects CPHI, Center Homeless Assistance; Design & Construction Committee; Robert E. Chisholm, AIA, Chairman, Wolfberg, Alvarez & Partners – Architects of Record.
BUSINESS	2017	Excellence in Construction, Associated Builders and Construction ABAE Hotel, Miami Beach, FL. Cuesta Construction / R.E. Chisholm Architects.	1995	State of Florida Award Chapter American Planning Association; "Moss Plan" Hurricane Recovery Master Plan South Dade County, Florida; Bermello, Ajamil & Partners, Inc. R.E. Chisholm Architects, Inc.
EXCELLENCE IN CONSTRUCTION	2016	Platinum Award, Builders Association of South Florida, Florida's Best Awards, Princeton Grove Village. AHS Development Group, LLC / R.E. Chisholm Architects.	1994	Mr. Chisholm and R.E. Chisholm Architects, Inc. were selected as Architect and Architect Firm of the year, by the South Beach Hispanic Chamber of Commerce.
FIRM OF THE YEAR	2016	Mr. Chisholm and R.E. Chisholm Architects, Inc. selected as Architect and Architect Firm of the year, South FL Hispanic Chamber of Commerce.	1993	Presidents Award American Institute of Architects, Miami Chapter.
	2015	Scholarship by the Goldman-Sachs and Babson College 10,000 Small Business Program to study Advance Business Entrepreneurship.	1993	Memorial Chapter Award; America Institute of Architects; State of Florida; Anthony Pullara Award.
GRAPHICS AND DESIGN	2011	Mr. Robert E. Chisholm was inducted into the LaSalle High School Alumni Hall of Fame and the founding class of the La Salle High School Sports Hall of Fame.	1992	Gold Medal Award for Overall Best Product / FAME AWARD, South Florida Builders Association; Suchman Residence, Coral Gables, Florida.
INTERIOR DESIGN	2010	Community Partnership for Homeless, Inc. The Robert E. Chisholm, FAIA Service Award. First annual award of this type for any individual or corporation for service to the homeless.	1992	Architectural Firm of the Year; Latin -Builders Association Award of Florida.
SERVICE TO THE COMMUNITY	2008	Ronald McDonald House Twelve Good Men Award for Outstanding Community Service and Involvement to Robert E. Chisholm, FAIA.	1987	Award of Special Recognition Edward J. DeBartolo Company; Miami International Mall Le Café Limoge.
SERVICE TO THE PROFESSION	2007	Silver Medal Award for Architecture, Florida & Caribbean Association of the American Institute of Architects to Robert E. Chisholm, FAIA, NCARB.	1981	Progressive Architecture Urban Design Award of Excellence; Miami Beach Art Deco District, Historic Preservation Master Plan; Anderson, Notter, Finegold, Inc. Ramos & Associates, Inc. Local Associated Architects Robert E. Chisholm, FAIA, Principal-in-Charge.
TOP FIRM	2007	Greater Miami Chamber of Commerce Top 100 Minority Business Awards; R.E. Chisholm Architects, Inc.	1981	Award of Special Recognition; Miami Beach Art Deco District Historic Preservation Master Plan; Florida Chapter of American Planning Association; Anderson, Notter, Finegold, Inc. Ramos & Associates, Inc., Local Associated Architects Robert E. Chisholm, FAIA, Principal-in-Charge.
URBAN DESIGN	2006	March of Dimes Community Excellence Award, Architectural and Engineering, Robert E. Chisholm, FAIA, NCARB.	1980	Fourth Place Design Award; American Institute of Architects, Design Competition for AIA Office Headquarters, State of Florida, Tallahassee, Ramos and Associates, Inc. Robert E. Chisholm, FAIA.
URBAN PLANNING	2006	Alvah H. Chapman Jr. Humanitarian Award To Robert E. Chisholm, FAIA, NCARB.	1979	Award of Excellence Art & Design. Honorable Mention; National Association of County Information Officers "Dade County Residential Rehabilitation Program Brochure".
	2005	Miami/American Institute of Architects; Silver Medal Award for Architecture, Robert E. Chisholm, FAIA, NCARB.	1976	Honorable Mention "Biscayne West"; National Urban Design Competition; Miami, Florida.



RELEVANT EXPERIENCE

STATE AND FEDERAL



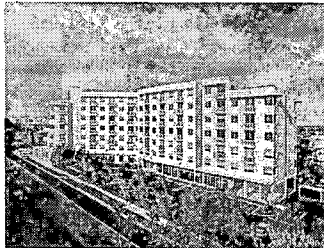
EVERGLADES FARMWORKERS VILLAGE (FLORIDA CITY, FL) (PHASE V AND VI ONGOING)

Near Everglades National Park, 112-acre project consists of 498 units of single, duplex, and multi-unit housing, retail complex, school, daycare, church, admin and social services buildings and transportation depot. Residential areas are divided into neighborhoods with their own laundry buildings, extensive landscaping, playgrounds, parks, and active open spaces. A community for 3,000 people including low and medium density housing. Cinco de Mayo Park: a 10-acre park includes baseball, soccer and football fields, track, walking, recreation building, restrooms, and fitness stations. *Phase I-IV Complete, Phase V & VI Currently Ongoing (2021).*

- Largest project in the history of the U.S. Department of Agriculture, Farmers Home Administration.
- Honored with a National Design award in 1998 from Fannie Mae Foundation in Washington D.C.
- Chisholm Architects is still the AOR for Everglades Community Association since 1992.

Construction Cost: \$160M +/-

Project Owner: USDA / Rural Neighborhoods: Mr. Steven Kirk, (305)242-2142, stevekirk@ruralneighborhoods.org.

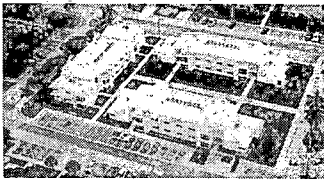


CANNERY ROW ELDERLY AFFORDABLE HOUSING APARTMENTS (HOMESTEAD, FL)

Project consists of the design of a new 156-unit, 9-14 story, +/-136,000 square foot elderly housing apartment building with separate/adjacent parking structure. The building also includes +/- 1,200sf of commercial space at grade level with +/- 5,000sf of administrative and amenity area for resident services. Low Income Housing Tax Credit Program. *Silver Certified by the National Green Building Standard (NGBS), the only green building rating system for homes and apartments approved by the American National Standards Institute. (2022)*

Construction Cost: \$20M

Project Owner: USDA / Rural Neighborhoods: Mr. Steven Kirk, (305)242-2142, stevekirk@ruralneighborhoods.org.

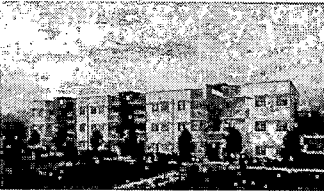


CASA JUAREZ APARTMENTS (FLORIDA CITY, FL)

Project consists of the design of a new 32-unit, (3) building, affordable housing apartment complex. FHSC Site Program.

Construction Cost: \$5M.

Project Owner: USDA / Rural Neighborhoods: Mr. Steven Kirk, (305)242-2142, stevekirk@ruralneighborhoods.org.

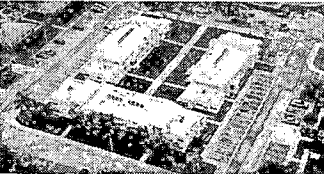


GOLDEN GATE APARTMENTS (NAPLES, FL) (ONGOING)

Project consists of the design of 250 multi-Family and 102 elderly units, affordable housing apartment complex, Low Income Housing Tax Credit program.

Construction Cost: \$1M

Project Owner: USDA / Rural Neighborhoods: Mr. Steven Kirk, (305)242-2142, stevekirk@ruralneighborhoods.org.

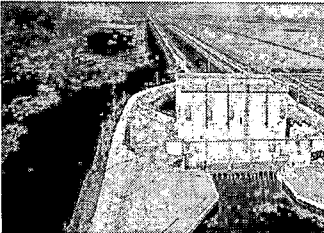


CASA DOLORES HUERTA APARTMENTS (FLORIDA CITY, FL)

Project consists of a new garden style building consisting of (1) (2) two-story (12) unit building and (1) two-story (8) unit building.

Construction Cost: \$3M

Project Owner: USDA / Rural Neighborhoods: Mr. Steven Kirk, (305)242-2142, stevekirk@ruralneighborhoods.org.

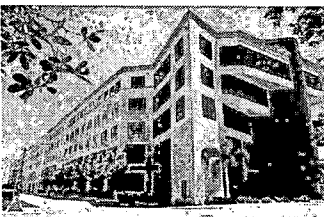


US ARMY CORPS OF ENGINEERS – PICAYUNE STRAND EVERGLADES RESTORATION (EVERGLADES NATIONAL PARK, FL)

(3) new pump stations (Merritt & Miller Canal + Faka Union) + spreader channels to eliminate water flow through existing canals & distribute it across the landscape. Included removal of (227) miles of roadway, placement of (83) canal plugs, Design & construction of seepage control features & construction of berms to protect areas that are in private ownership. AOR for Design & CD's for the pump stations which service the Everglades Rest. Program. Coord. with U.S. Army Corps of Engineers & South FL Water Mgmt. District. (2015)

Construction Cost: \$280M

Project Owner: PB Infrastructure, Mr. Steve Ciulla, (772) 919-2943, stephen.ciulla@parsons.com.



US GSA / US DEA ICE FACILITY (WEST PALM BEACH, FL)

Coord. with USGSA (Washington) + USDEA (Wash. & West Palm Beach) approx.. 49,000 SF of offices + various support areas for DEA operations in South FL. Master plan + design of secure/classified facilities in a West Palm Beach existing building, information is classified.

- This project was LEED Silver certified by the U.S. Green Building Council, (Mr. Matthew Polak, AIA, LEED AP).

Construction Cost: Classified.

Project Owner: US GSA / US DEA, Mr. Joel Goldmacher, joelgold@bellsouth.net.



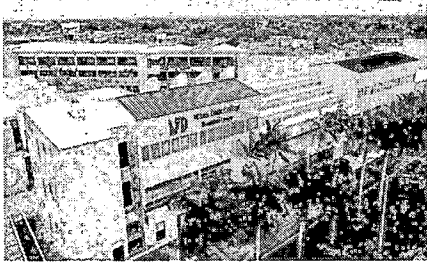
CAM #26-0347

Exhibit 9

Page 14 of 90

RELEVANT EXPERIENCE

MIAMI DADE COLLEGE



HOMESTEAD CAMPUS – HVAC UPGRADES (MIAMI, FL) (ONGOING) *Selected through Continuing Contract (2020).*

Project Owner: Miami Dade College: Mr. Scott Kimpel, (407)467-7772, skimpel@mdc.edu.

OTHER PROJECTS: Kendall Campus—Data Center (2019) *Selected through continuing contract.*
 Kendall Campus—Registrar's Office (2019) *Selected through continuing contract.*
 New World School of the Arts Upgrades (2001)
 Continuing Contract (2017 - Present)

MUNICIPALITIES / COUNTIES

MIAMI DADE COUNTY



MDPROS FATHER GERARD JEAN-JUSTE COMMUNITY CENTER (MIAMI, FL)

Design Criteria Professionals for a new 20,000 SF Community Center., multi-purpose spaces, Banquet Hall, Fitness center, Aquatic area/outdoor, 25-meter lap pool, Locker and changing room facilities, administrative offices, and Arts and Crafts spaces. (2019) *Selected through continuing contract (2013).*

- Designated **official park facility prototype** for Miami Dade County Parks, Recreation, and Open Spaces.
- South Florida Business Journals "**Best Green Project**" Finalist.
- Project was **LEED Gold Certified** by the U.S. Green Building Council, (Matthew Polak, AIA, LEED AP).

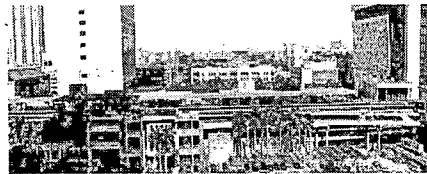
Construction Cost: \$9.8M

Project Owner: Miami-Dade Parks & Rec. Mr. Joel Arango, (305)755-5453, joel.arango@miamidadecounty.gov

OTHER PROJECTS:

Canoe and Kayak Launch / Sites at Five Marinas (2023 – ONGOING) *Selected through continuing contract.*

- Pelican Harbor Marina C&K
- Matheson Hammock Park C&K
- Black Point Marina C&K
- Homestead Bayfront Park C&K Launces
- East Greynolds Park C&K



DTPW GOVERNMENT CENTER METRO RAIL STATION (MIAMI, FL) (ONGOING)

Design Criteria Professional for improvements and Retrofit of the Government Center Metro Rail Station to include but not limited to Station upgrades and more. *Selected through continuing contract with Miami Dade County EDP (2020).*

Construction Cost: \$8M.

Project Owner: Miami-Dade Dept. of Transit & Public Works. Ms. Isabel Padron, (786)469-5575, isabel.padron@miamidadecounty.gov



DTPW TRILLIUM CNG CONVERSION AT NE BUS DEPOT (MIAMI, FL) (ONGOING)

Sub-consultant providing Architectural services for the conversion of the NE Bus Department for Miami Dade County - Department of Transit and Public Works. Services include modification to existing Bus Maintenance building to allow for the service and repair of Compressed Natural Gas (CNG) vehicles, and new construction of CNG fueling station, Miami-Dade County's Compressed Natural Gas (CNG) and Liquid Fuels Station, Detail Vehicle Area, Existing Bus Wash and Steam Building equipment improvements, and Existing Vehicle Maintenance Bldg.

Construction Cost: \$1M.

Project Contact: A.D.A. Engineering, Mr. Ramiro Herdocia, (305)551-4608, rherdocia@adaengineering.net.

MIAMI INTERNATIONAL AIRPORT



- MDAD: DIRECTOR'S OFFICE LOBBY REMODEL
- MDAD: MIA CENTRAL TERMINAL RESTROOMS
- MDAD: OPF MIDFIELD FIRE STATION NO. 25
- MDAD: MIA MIDFIELD FIRE STA. NO. 12
- MDAD: MIA NORTHSIDE FIRE STA. NO. 59
- MDAD: CONCOURSE E-FIS RENOVATIONS
- MDAD: MECHANICAL CENTER UPGRADES
- MDAD: AIRPORT BLDG. 101
- MDAD: AIRPORT BLDG. 102
- MDAD: AIRPORT BLDG. 119
- MDAD: AIRPORT BLDG. 137
- MDAD: BUILDING 5A – 3RD FLOOR REPAIRS.
- MDAD: OPA-LOCKA TRAILERS.
- MDAD: INT'L WASTE TRANSFER STATION CONT.
- MDAD: VEHICLE CAR WASH FACILITY (D / B).
- MDAD: INT'L WASTE TRANSFER STATION (D / B).
- MDAD: ROBERT AIR SOUTH & WYATT HANGAR.
- MDAD: OPA-LOCKA, CORP. COURTS, PARKING LOT.
- MDAD: AEROTHURST CORP. FIRE SUP. SYSTEM
- MDAD: BLDG. 2122, FDA, OFFICES ADD & RENO.
- MDAD: BLDG. 707, LAN CHILE / FAST AIR CARRIER

- MDAD: BLDG. 23 ADA & LIFE SAFETY EVALUATION.
- MDAD: DESIGN BUILD EMPLOYEE PARKING PHASE II
- MDAD: EMPL. & NON-PUBLIC, AIRPORT WIDE (ADA).
- MDAD: BLDG. 16 REFURBISHMENT.
- MDAD: GREETERS LOBBY AT CONCOURSE.
- MDAD: BLDG. 2205 AIA, CONV. SYS. TO POST OFF.
- MDAD: BLDG. 2205 AIA, OUTB. EXT. COOLER BLDG.
- MDAD: BLDG. 2205 AIA, OUTB. COOLER; FIRE PROT.
- MDAD: BLDG. 2205 AIA, FUEL TANK INSTALLATION.
- MDAD: BLDG. 2205 AIA, CARGO HANDLING SYS.
- MDAD: BLDG. 2205 AIA, BRIDGE CRANE RAIL SYS.
- MDAD: DCAD / OPA-LOCKA BUILDINGS.
- MDAD: MISC. ARCH. SERVICES PSA 1994 – 2005.
- MIAMI INT'L AIRPORT: CARGO BUILDING 704 (D / B).
- MIAMI INT'L AIRPORT: U.S. PUB. HEALTH SERV. FOR ANIMALS.
- MIAMI INT'L AIRPORT: BLDG. 5 ACC. RESTROOMS FACILITIES.
- MIAMI INT'L AIRPORT: D CC DUTY FREE STORE NO. 8, REM.
- MIAMI INT'L AIRPORT: DUTY FREE NO. 29, RENOVATION
- MIAMI INT'L AIRPORT: DUTY FREE NO. 31, TRANSIT LOUNGE.
- MIAMI INT'L AIRPORT: CONC "H" PRE-COND. AIR & 400 HERTZ.
- MIAMI INT'L AIRPORT: BAGGAGE SERVICE.

- MIAMI INT'L AIRPORT: D / B PARKING STRUCTURES PHASE I.
- MIAMI INT'L AIRPORT: AMERICATEL PHASE II
- MIAMI INT'L AIRPORT: D & E CC & E SAT., AA LATE BAGGAGE
- MIAMI INT'L AIRPORT: PARKING GARAGE #3 – CELL SITE
- MIAMI INT'L AIRPORT: E TERM. DUTY FREE NO. 1 – REFURB.
- MIAMI INT'L AIRPORT: C TERMINAL, VASP, OFFICE SPACE MOD.
- MIAMI INT'L AIRPORT: B CC, DUTY FREE STORE NO. 3/4 REM.
- MIAMI INT'L AIRPORT: A CC, DUTY FREE STORE NO. 21 REM.
- MIAMI INT'L AIRPORT: B CC, DUTY FREE STORE NO. 7 REM.
- MIAMI INT'L AIRPORT: D CC, DUTY FREE STORE NO. 14, REM.
- MIAMI INT'L AIRPORT: E CC, DUTY FREE STORE NO. 10, REM.
- MIAMI INT'L AIRPORT: E SAT, DUTY FREE STORE NO. 5, REM.
- MIAMI INT'L AIRPORT: F CC, DUTY FREE STORE NO. 20, REM.
- MIAMI INT'L AIRPORT: E CC OVERSIZED BAGGAGE CONVEYOR
- MIAMI INT'L AIRPORT: F DUTY FREE STORE NO. 2 / 9 REM
- MIAMI INT'L AIRPORT: D CC, DUTY FREE STORE NO. 32, NEW.
- MIAMI INT'L AIRPORT: F CC, DUTY FREE STORE NO. 11, NEW
- PALM BEACH INT'L AIRPORT - AIRPORT WIDE ADA & COMPL.
- OPA-LOCKA AIRPORT: BUILDING NO. 147



RELEVANT EXPERIENCE

MIAMI DADE COUNTY PUBLIC SCHOOLS

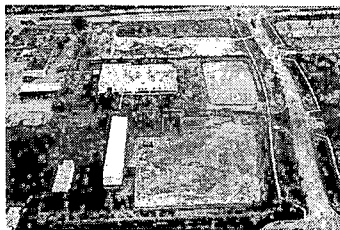


Design, CD's, Permitting and CA for: Renovation and remodeling of classroom buildings, restrooms, and general campus facilities. Upgrade of interior finishes, furnishings as well as installation of all new technology features. Campus wide Arch., MEP, and Fire Protection renovations throughout the multi-building schools. Renovations included cleaning and repainting of all the exterior / Interior walls and doors, renovation of the HVAC systems in the classroom buildings, cafeteria, and administration building. Electrical upgrades for interior and exterior areas of several buildings, interior renovations in all classrooms and classroom bldgs., restrooms, renovation of the fire alarm and public address system and demolition of a building.

- PROJECTS:**
- | | |
|--|-------------------------------------|
| Miami Lakes Educational Center (Ongoing) | Lake Stevens ES Reno. (2020) |
| Agenoria Paschal-Olinda ES Reno. (Ongoing) | Sunset Park ES Reno. (2019) |
| Dr. Carlos J. Finlay ES (Ongoing) | Coral Park ES Reno. (2017) |
| Dr. William A. Chapman House Historical Rest. & Reno. (Ongoing) | Florida City ES Reno. (2017) |
| North Glade ES Reno. (2024) | Fairlawn ES Reno. (2017) |
| Rainbow Park ES Reno. (2021) | |
| Continuing Contract (2013 – 2018) (2022 – Present) | |
- Project Owner:** Miami-Dade County Public Schools: Mr. Jorge Rodriguez, (786) 417-1653, jorgearodriguez@dadeschools.net

CITY OF TAMARAC

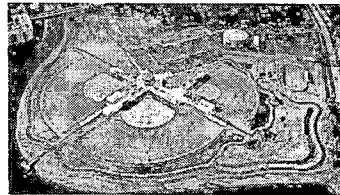
The City For Your Life



PUBLIC SERVICE COMPLEX (TAMARAC, FL)

Design/Build project, Hurricane Hardened Public Services Building is a one story, 20,000sf office/warehouse with (131) parking spaces surface parking lot, maintenance yard and hazardous materials building which includes 12,000sf of admin. offices with workstations, conference, and training rooms, plans storage, public restrooms, lunchroom, and city's centralized IT room. 8,000sf of forklift accessible warehouse and shop spaces with a 3,000sf secured warehouse, mechanical shop, electrical shop, manager, and supervisor offices. Men's lockers for up to (80) employees, female lockers for up to (10) employees, private showers and restrooms, and air-conditioned secured storage. (2009)

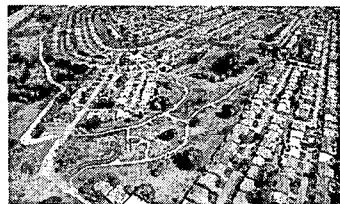
Construction Cost: \$5M
Project Owner: City of Tamarac, Mr. Dibb Machuca, (954)597-3570, dibb.machuca@tamarac.org



SPORTS COMPLEX (TAMARAC, FL)

Design/Build project, three new baseball fields with dugouts and bleachers, Batting cage with artificial turf, Sports field lighting, 5,000 SF concession building with second floor viewing area, Kitchen, Elevator, two new parking lots, resurfacing of existing lots, new playground with pavilion and safety surface, Fishing pier, Kiosk, Outdoor hockey rink, Exercise trail, Walking path and concrete paving on a 15-acre site. (2010)

Construction Cost: \$6M
Project Owner: City of Tamarac, Mr. Dibb Machuca, (954)597-3570, dibb.machuca@tamarac.org



MAINLANDS PARK (TAMARAC, FL)

Design/Build Project of approximately (23) acres of land with bisecting canal and existing boat ramps with a new design that includes: Walking trail, Fitness stations throughout, Nature kiosk, Fishing pier/observation platform, covered picnic tables, shaded benches throughout, public restroom building with storage, Landscaping, and Parking lot. (2009)

Construction Cost: \$2.5M
Project Owner: City of Tamarac, Mr. Dibb Machuca, (954)597-3570, dibb.machuca@tamarac.org

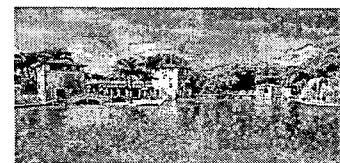


TAMARAC PARK - RECREATION AND COMMUNITY CENTER (TAMARAC, FL)

Design/Build project demolished the existing 10,000SF building and replaced it with a new 15,200 SF, two-story, precast hollow core slab, metal truss, metal roofed community center. As well as the installation of new dugouts and bleachers at the existing ball fields, new CCTV system and the reconfiguration of existing parking lots for proper circulation and positive drainage. The building also included an Instructional Kitchen, Game Room, Offices, Meeting rooms, Arts & crafts rooms, Concession stand / building and public restrooms. (2010)

Construction Cost: \$4M
Project Owner: City of Tamarac, Mr. Dibb Machuca, (954)597-3570, dibb.machuca@tamarac.org

CITY OF CORAL GABLES



VENETIAN POOL RENOVATIONS (CORAL GABLES, FL) (ONGOING)

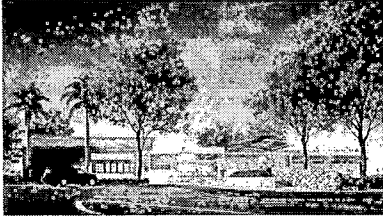
Chisholm Architects was selected to conduct evaluations of specific issues relative to the existing architectural and structural systems of the Pool, Towers, and Pool Vessel at the Historic Venetian Pool in the City of Coral Gables as well as retrofit the café / concessions facility as well. *Selected through continuing contract and again for Preservation A&E Svcs. (2022).*

Construction Cost: \$1M.
Project Owner: City of Coral Gables, Jean Solari, (305) 460-5053, jsolari@coralgables.com



RELEVANT EXPERIENCE

CITY OF MIAMI

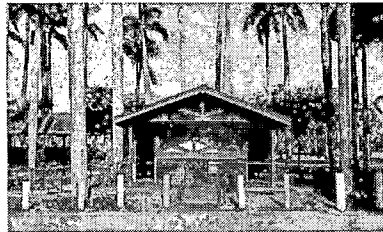


DOUGLAS PARK COMMUNITY CENTER (MIAMI, FL) (ONGOING)

(Designed for Sea-Level Rise) This community facility is the entry and focal point of Douglas Park, it will be constructed in an environmentally sensitive area (Contaminated) and on structural piles, it will consist of multi-purpose spaces, administrative offices, Snack bar / kitchen, public restrooms, Park maintenance storage space, Classroom and crafts spaces, City of Miami NET office and multi-purpose outdoor courtyard. **Selected through continuing contract (2015).**

Construction Cost: \$9M

Project Owner: City of Miami: Mr. Esteban Rubiano, PM, (305)416-1753, erubiano@miamigov.com

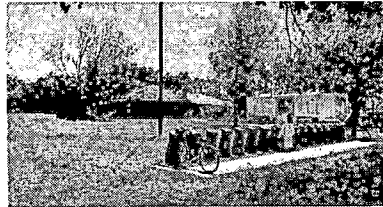


ANTONIO MACEO PARK (MIAMI, FL)

A/E Services for a new restroom building with storage for the City of Miami Capital Improvements Program for the City of Miami Parks and Recreation Department. **(2025) Selected through continuing contract (2015).**

Construction Cost: \$1M

Project Owner: City of Miami: Mr. Esteban Rubiano, PM, (305)416-1753, erubiano@miamigov.com

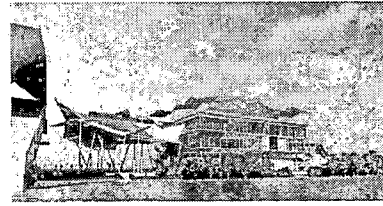


KENNEDY PARK (MIAMI, FL)

A/E Services for a new restroom building with storage for the City of Miami Capital Improvements Program for the City of Miami Parks and Recreation Department. **(2023) Selected through continuing contract (2015).**

Construction Cost: \$1M

Project Owner: City of Miami: Mr. Richard Pope, PM, (305)416-1753, rpope@miamigov.com

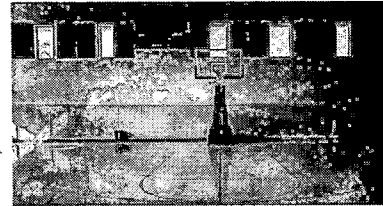


VIRGINIA KEY MARITIME CENTER / DCP (MIAMI, FL) (ON HOLD)

(Designed for Sea-Level Rise.) Design Criteria Professionals for a new (3) story, plus roof top 30,000sf multi-purpose facility that includes: Restaurant, Exhibition space, Visitor center, administrative offices for (MMS) The Miami Marine Stadium., Dockmaster offices. Plus, the talent facility for any Miami Marine Stadium events. **Selected through continuing contract (2015).**

Construction Cost: \$10M

Project Owner: City of Miami: Mr. Carlos Lozano, PM, (305)416-1247, clozano@miamigov.com

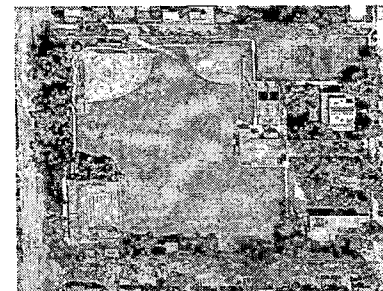


THEODORE GIBSON PARK IND. BB ARENA (MIAMI, FL) (ONGOING)

A/E Services for renovation of indoor basketball arena and facility improvements. **Selected through continuing contract (2015).**

Construction Cost: \$550k

Project Owner: City of Miami: Mr. Ricardo Rodriguez, PM, (305)416-1317, rrodriguez@miamigov.com



SHENANDOAH PARK (MIAMI, FL)

Shenandoah Park Recreation Bldg Improvements: Design, CD's and Construction Administration of phased renovation of the expansion of the existing recreation building at Shenandoah Park. **Shenandoah Park Parking Area and General Park Improvements:** Design, Construction Documentation and Construction Administration for improvements to existing parking area and drives, replacement of tennis court fencing, installation of parking barriers along streetscape and installation of new drainage system throughout park to repair flooding issues. **Shenandoah Park Child Care Facility:** Design and Contract Documents for a new 6,500sf Pre-K/childcare facility. **Shenandoah Park Temporary Fire Station:** Design, Construction Documentation, and Construction Administration for the neighborhood temporary fire station. **Shenandoah Park Pool Improvements:** Design, Construction Documentation, and Construction Administration for the improvements to existing pool facility including ADA upgrades and new pool heater. **Completed (2011)**

Construction Cost: \$2M

Project Owner: City of Miami: Mr. Andre Bryan, (305)416-1211, abryan@miamigov.com

OTHER PROJECTS:

Miami City Cemetery Maintenance Bldg. (ONGOING) *Selected through continuing contract.*
 Spring Garden Point Park (ONGOING) *Selected through continuing contract.*
 Commissioner King Offices Renovations (2022) *Selected through continuing contract.*
 Commissioner Diaz de La Portilla Office Renovations (ONGOING) *Selected through continuing contract.*
 David Herring Facility – 40 Year recertification (ONGOING/HOLD) *Selected through continuing contract.*
 Lawrence and Riverview Pump Stations (2017) *Selected through continuing contract.*
 Miami Police Station ADA and Feasibility Study (Feasibility Report Completed) *Selected through continuing contract.*
 Continuing Contract (2015-CURRENT) and again in (2022)



RELEVANT EXPERIENCE

CITY OF MIAMI BEACH MIAMI BEACH

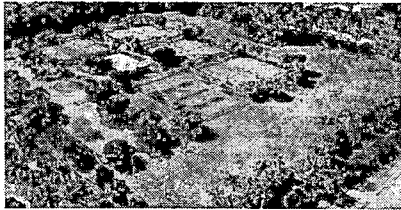


FLAMINGO PARK CHILDCARE CENTER (MIAMI BEACH, FL) (ONGOING)
Providing A&E services for the relocation of the Rainbow Daycare Center to Flamingo Park. This includes analysis of the existing building function and spaces, and construction of a new +/- 5,500 square foot facility, including outdoor space / playground area, staff areas, storage, administration offices, and more. *Selected through continuing contract (2020).*

Construction Cost: \$105K
Project Owner: City of Miami Beach

OTHER PROJECTS: Flamingo Youth Center Facility (ONGOING) *Selected through continuing contract. Continuing Contract (2020-CURRENT).*

CITY OF MIRAMAR



SILVER LAKES PICKLEBALL COURTS (MIRAMAR, FL) (ONGOING)
Basic Professional Architectural & Engineering Services for (4) Pickle Ball courts with all appurtenances to include: Court Lighting, (4) Pickleball Courts / Hardcourt, Fencing, Spectator Seating, Water Fountain. *Selected through continuing contract (2022).*

Construction Cost: \$400K
Project Owner: City of Miramar. Mr. Billy Neal, (954) 601-3344, bdneal@miramarfl.gov

OTHER PROJECTS: Business Office Sharing (ONGOING) *Selected through continuing contract. Continuing Contract (2022-CURRENT).*

VILLAGE OF BISCAYNE PARK



Park & Rec Center Electrical Panel Design (ONGOING) *Selected through continuing contract.*
Ed Burke Park Parking Master (ONGOING) *Selected through continuing contract. Continuing Contract (2023-CURRENT)*

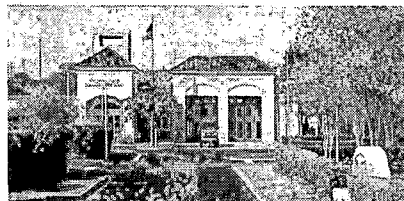
CITY OF DEERFIELD BEACH



TIGNER COMMUNITY CENTER (DEERFIELD BEACH, FL)
Design Build proposal / competition for the City of Deerfield Beach, a new 2-story, 14,000 sf community center that connects to the existing gymnasium on-site. The new community center design includes a banquet space, offices, outdoor exercise area, lounge, computer lab, restrooms, and multi-purpose spaces. A designated drop-off/pick-up area was also created to maximize pedestrian and vehicular flow. (2021).

Construction Cost: \$10M
Project Owner: City of Deerfield Beach

CITY OF HOLLYWOOD



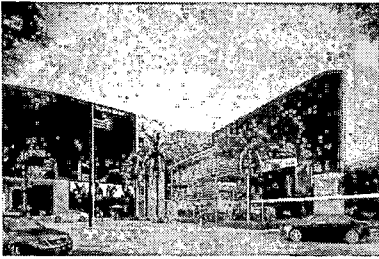
FIRE TRAINING & MAINTENANCE BUILDING (HOLLYWOOD, FL) (ONGOING)
Analysis of entire HVAC system and ergonomic efficiencies in functional areas.

Construction Cost: \$50K
Project Owner: City of Hollywood, Karyn Sashi, MSCM, LEED AP, (754) 294-6118, ksashi@hollywoodfl.org



RELEVANT EXPERIENCE

ADDITIONAL RELEVANT EXPERIENCE



OCEAN BANK - CORPORATE HEADQUARTERS (MIAMI, FL)

Re-Stacking, Master Plan, Architecture, Interior Design, and Construction Documents for the (6) Story, 150,000sf Office Tower of Ocean Bank Corporate Office Headquarters. Included Management Offices, Board Room Lounge, Office Facilities and Areas, Founders Plaza, Building Signage, and more. (2020)

Construction Cost: \$35M

Project Owner: Ocean Bank (Former Employer), Mr. Eric Concepcion, (305) 525-2808, econcepcion@unividamedicalcenters.com



OCEAN BANK



OCEAN BANK - PRIVATE BANKING / WEALTH MANAGEMENT OCEAN BANK BRICKELL AVENUE (MIAMI, FL)

Space planning, Architectural, Engineering Services and Interior Design for 6,000sf of all new private clients for Ocean Bank. Includes private conference rooms offices, lounge, arrival and visiting areas, IT and copy areas. (2015)

Construction Cost: \$900K

Project Owner: Ocean Bank (Former Employer), Mr. Eric Concepcion, (305) 525-2808, econcepcion@unividamedicalcenters.com



OCEAN BANK

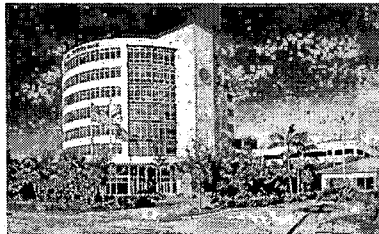


NORWEGIAN CRUISE LINES - CORPORATE HEADQUARTERS (MIAMI, FL)

Space Planning, Architectural, Engineering Services and Interior Design of 180,000sf of floors 1, 2, and 3 for the Norwegian Cruise Lines, World Corporate Headquarters. Functional areas include CEO and Board of Directors Suite, all departments' areas, offices, mechanical and workstations areas, conference rooms, lounges, copy and mail areas, storage, IT, and employee cafeteria. All in a flowing open space format. (2019)

Construction Cost: \$7M

Project Owner: Norwegian Cruise lines, Mr. Victor Gonzalez, vmgonzalez@nclcorp.com



US CENTURY BANK HEADQUARTERS OFFICE BUILDING (MIAMI, FLORIDA)

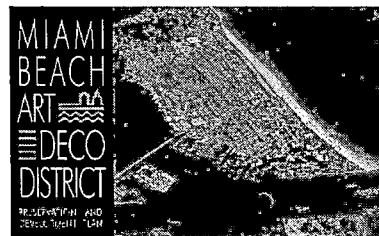
Design of a 7-story, 83,000sf office building with a 4,000sf bank branch with a drive-through facility at the ground floor, 345 parking spaces including a 311, 4-story parking structure for employees, tenants, and visitors. A penthouse with a rooftop terrace and pedestrian bridge connecting the parking structure with the office building at the second level. The interiors included space planning, furniture design, and artwork. (2007)

Construction Cost: \$12M

Project Owner: US Century Bank, Mr. Eric Concepcion, (305) 525-2808, econcepcion@unividamedicalcenters.com



U.S. CENTURY BANK

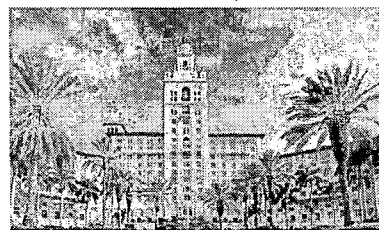


ART DECO DISTRICT HISTORIC PRESERVATION MASTER PLAN (MIAMI, FLORIDA)

Mr. Robert E. Chisholm, as part of the ANF/LRA architects' team, led the Miami group in the completion of the Miami Beach Art Deco District Historic Preservation Master Plan for the City of Miami Beach and the Miami Design Preservation League. This project received a national urban design award from Progressive Architecture and a State Award for Excellence from the American Planning Association. (1982)

Construction Cost: N/A

Project Owner: Finegold Alexander Architects, Mr. Maurice Finegold, (617) 227-9272, mrf@faainc.com



BILTMORE HOTEL RENOVATIONS (CORAL GABLES, FLORIDA)

Renovation of the historic and iconic Biltmore Hotel in Coral Gables. It was designated a National Historic Landmark in 1996 and included in the National Register of Historic Places. Project completed by Chisholm / Santos / Raimundez Architects. (1986)

Construction Cost: \$26M

Project Owner: The Worsham Group, Mr. Earl Worsham, (865) 368-5477, earl@worshamgroup.com



CAM #26-0347

Exhibit 9

Page 19 of 90

FIRM QUALIFICATIONS & EXPERIENCE

SUSTAINABLE DESIGN / LEED

After the inception of Miami-Dade County's Sustainable Building Program in which all new County facilities are mandated to be LEED Silver Certified, **REC**, a member of the US Green Building Council and Mr. Matthew Polak, AIA, LEED AP / President of the firm, LEED-Accredited Professional, are committed to providing Sustainable Design through Green Building solutions.

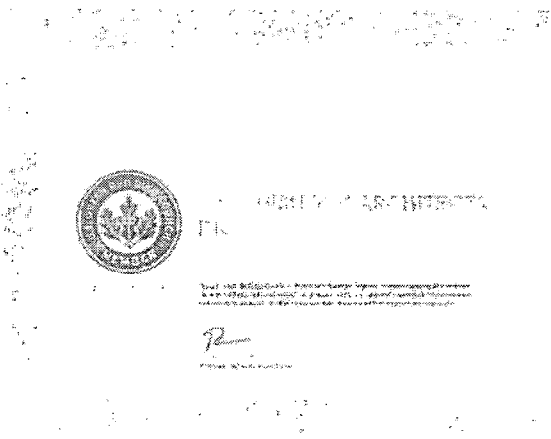
The Chisholm Architects Team aspires to be environmentally conscious and utilize sustainable design principles in all aspects of our practice.

We adhere to the USGBC philosophy of **"working to promote buildings that are environmentally responsible, profitable, and healthy places to live and work."**

Our policy is to improve environmental quality through wise business decisions. These include conserving energy, reducing, or eliminating waste, and recycling and properly disposing of remaining waste. We believe our responsibility to prevent pollution is compatible with successful business objectives. Improving productivity, efficiency and material handling requires regular review of our operations. Our Green Team meets regularly to discuss sustainable design, products, and solutions that address varying design issues and alternatives in their implementation.

Chisholm Architects currently has a LEED Accredited professional on staff, as well as LEED certified and Green projects:

1. 2022 Cannery Row is certified - Silver by the National Green Building Standard.
2. 2019 Miami-Dade County Parks, Rec and Open Spaces – Fr. Gerard Jean-Juste Community Center – LEED Gold / Certified.
 - **Designated official park facility prototype for Miami Dade County Parks, Rec. and Open Spaces.**
 - **South Florida Business Journals Best Green Project Finalist.**
3. 2017 South Beach Residence – Green Project / Design.
4. 2016 ABAE Hotel – Green Project / Design.
 - **Excellence in Construction Award from the Associated Builders and Construction.**
5. 2015 US Housing and Urban Development – St. Joseph Haitian Mission Apts.– Green Project / Design.
6. 2014 US Drug Enforcement Administration (South Florida Headquarters) – LEED Silver / Certified.



Matthew Polak

LEED® ACCREDITED PROFESSIONAL

Matthew Polak

DATE: 5/21/09

Matthew Polak



FIRM QUALIFICATIONS & EXPERIENCE

WILLINGNESS TO MEET SCHEDULE & BUDGET REQUIREMENTS

All our projects have been completed on their realistic time and budgets.

Those that have not, have been due to a variety of reasons, such as unrealistic timelines and/or budgets or third-party delays which are beyond any control of the Owner or A/E. We at Chisholm Architects make a concerted effort to meet timelines and budgets regardless of second- or third-party delays, and in the variety of instances we cannot, they are always delays which can be attributed to other parties, mostly due to unforeseen or third-party circumstances. However, we always maintain the client's interest first and foremost.

Maintaining the established project schedule and costs will be critical to the success of this project. The REC team understands this and has been successful at delivering many projects.

Our approach to scheduling is like our approach to the budget, in that our experience gained through our wide diversity of projects has allowed REC to develop a database of scheduling information that has allowed it to generate in-house schedules on all its projects. This database enables our team to proactively include and start various regulatory processes, obtain client and regulatory approvals, coordinate with consultants, and ultimately start and successfully complete our projects on time and within project budget. In addition to the processes and systems outlined above, our firm requires each of our consultants to also provide their individual expertise and experience in developing an estimated cost and schedule for their specific discipline for inclusion into our estimate of cost and schedule.

Our objective is to minimize total costs (construction + life cycle), reduce construction time, make the project easier to construct, and ensure safe operations and environmental/ecological goals. Our team seeks the optimum blend of scheduling, performance, constructability, maintainability, environmental awareness, safety, and cost consciousness. We employ a management technique that uses a systematized approach to seek out the best functional balance between cost, reliability, and performance of the project.

Chisholm Team is composed of experienced professionals in architectural design, construction, and project management.

Every aspect of our creative process has been carefully evaluated to provide empirical research, the most efficient and best possible product, and the methodology of delivery and quality of the end product for use, maintenance, and longevity.

The approach to any and all projects is the standard but enhanced (through Documentation) Design and Construction industry approach. The foundation for this approach to the practice of architecture is sound and has proven to be effective. The success is based on maintaining discipline and executing the scheduled procedures and deliverables as outlined in the QA/QC procedures which include (16) sections / SD, (31) sections / DD, and (31) sections / CDs for a comprehensive process to achieve accuracy and excellence in the project documentation.

BUDGET METHODS AND PROCEDURES

The following **BUDGET METHODS AND PROCEDURES** describe the experience and systems provided by the Chisholm Team. With our wide diversity of projects and experience gained, **REC** has developed a database of cost information that has allowed us to generate in-house budget cost estimates on all our projects. Depending on project type, size and complexity, and phase of development, our staff utilizes the following estimating systems based on information in our estimating database:

- Dollar per square foot estimating to establish general budgetary parameters during initial planning and design stages.
- Line-Item dollar-per-square-foot estimating by CSI construction divisions for general building systems and materials costing.
- Quantity take-off and unit price estimating by CSI construction sub-division breakdown.
- Use of RS Means estimating cost data.
- Verification with local construction industry representatives, such as architects, engineers, general contractors, developers, manufacturers, sub-contractors, and suppliers.



BUSINESS STRUCTURE & MBE

State of Florida Department of State

I certify from the records of this office that R.E. CHISHOLM ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on April 28, 1989, effective May 1, 1989.

The document number of this corporation is K83992.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 7, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2025*



[Signature]
Secretary of State

Tracking Number: 1609206897CC

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

<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>

State of Florida

Minority Business Certification

R.E. Chisholm Architects, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/26/2025 to 03/26/2027

[Signature]

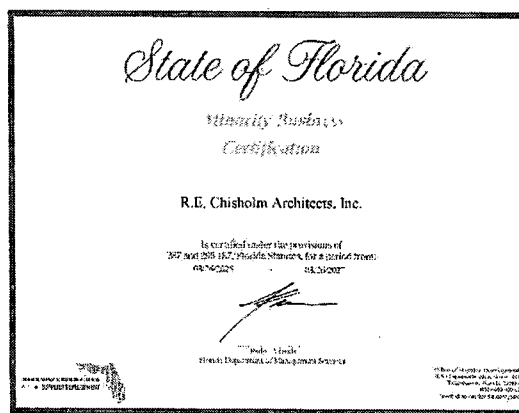
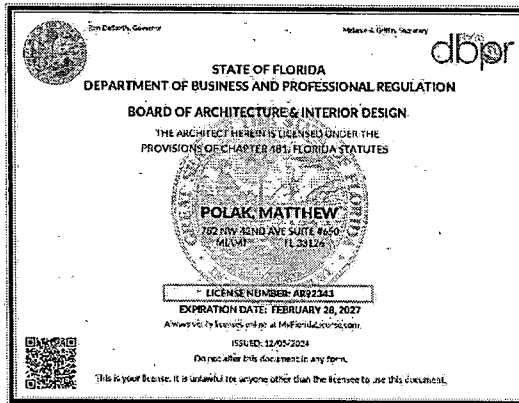
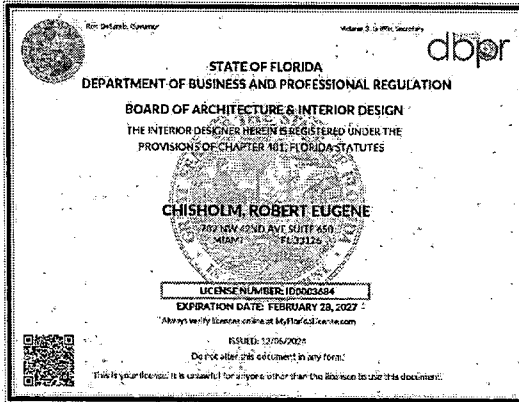
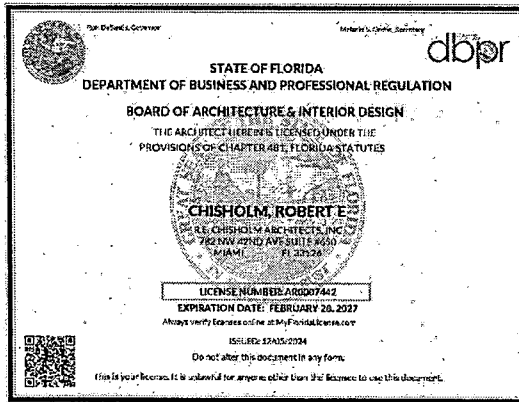
Polita Akemile
Florida Department of Management Services



Office of Economic Development
2950 Esplanade Way, Suite 200
Tallahassee, Florida 32310
(904) 487-0911
www.dms.nybooks.com/flod



PROFESSIONAL LICENSES



Licensee Information

Name: CHISHOLM, ROBERT E. (primary name)
 Main Address: R.E. CHISHOLM ARCHITECTS, INC (DBA Name)
 782 NW 42ND AVE SUITE #650
 MIAMI Florida 33126
 County: DADE

License Information

License Type: Architect
 Rank: Architect
 License Number: AR0007442
 Status: Current/Active
 License Date: 04/07/1977
 Expires: 02/28/2027

**State of Florida
 Department of State**

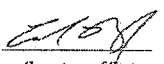
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 Secretary of State

Tracking Number: 1699206597CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<http://services.sunbiz.org/FlImageCertificateOptions?CertID=CertificateAuthentication>

FDOT
 Florida Department of Transportation

RON DESANTIS
 GOVERNOR

405 Sansonville Street
 Tallahassee, FL 32304-4200

JARED W. PERKINS, P.E.
 SECRETARY

December 13, 2024

Robert Chisholm, Chairman/CEO
 R. E. CHISHOLM ARCHITECTS, INC
 482 NW 42nd Avenue, Suite 650
 Miami, Florida 33126

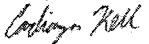
Dear Mr. Chisholm:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

14.0 Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00 * This status shall be valid until **December 13, 2025**. *Limit for FDOT projects only

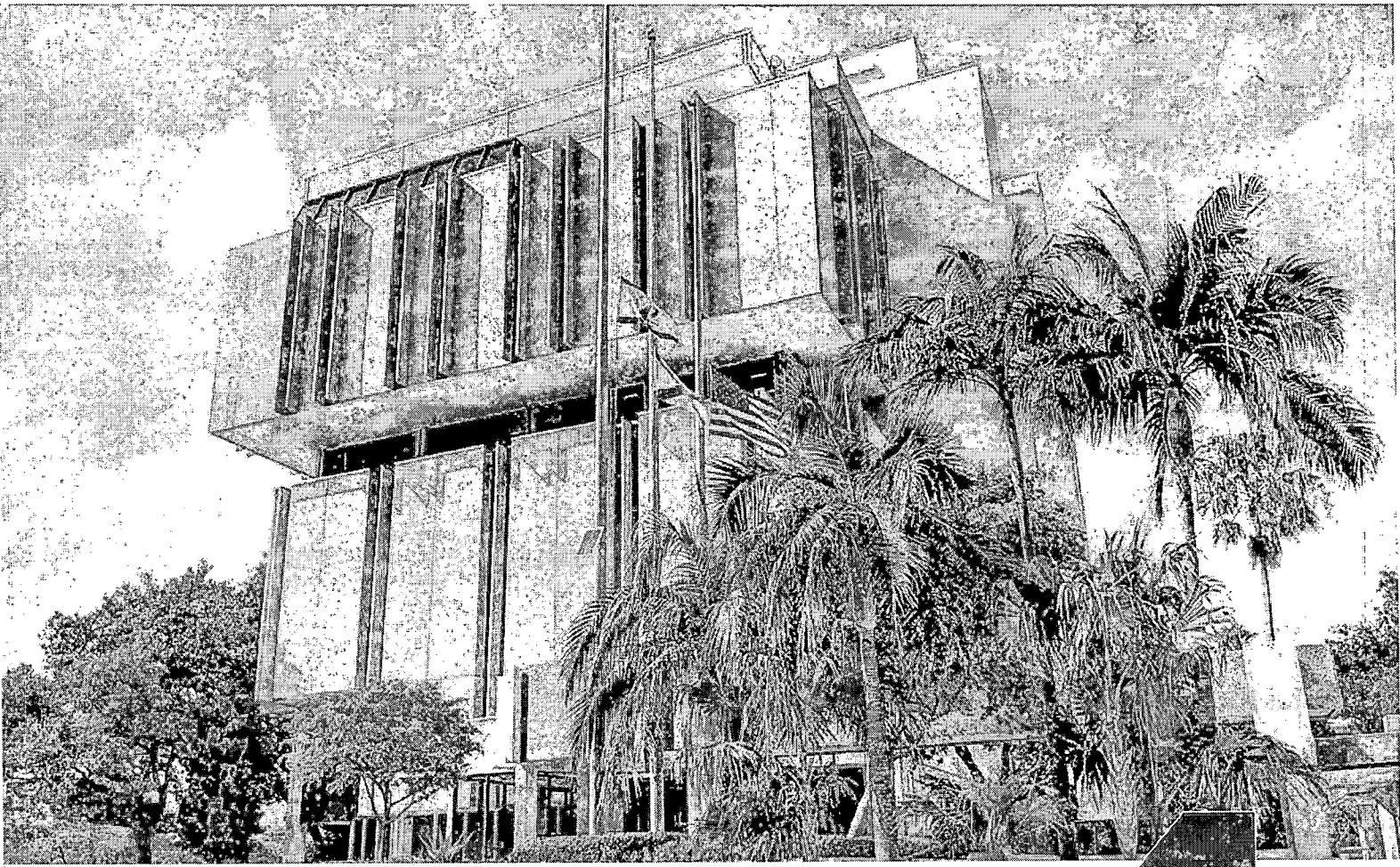
Should you have any questions, please feel free to contact me by email at carlynn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

 Carlynn Kell
 Professional Services Qualification Administrator

CITY OF FORT LAUDERDALE
 ARCHITECTURAL CONTINUING SERVICES
 RFQ NO. 456



CAM #26-0347
 Exhibit 9
 Page 24 of 90



4

QUALIFICATIONS OF THE PROJECT TEAM

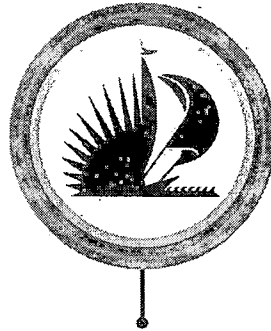
CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

architects
CAM #26-0347
Exhibit 9
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TEAM ORGANIZATIONAL CHART



ARCHITECTURE, ARCHITECTURAL CONSTRUCTION MANAGEMENT,
PROGRAMMING, MASTER PLANNING, INTERIOR DESIGN, LEED
R.E. CHISHOLM ARCHITECTS, INC. (PRIME)



Robert E. Chisholm, FAIA, NCARB
Managing Principal / CEO / Lead Architect

Matthew Polak, AIA, LEED AP
Managing Principal / Architecture / Project Director

Alexis Reyes, Assoc. AIA
Project Manager



**MEP ENGINEERING & LEED
SGM ENGINEERING**

Bobby Shahnami, PE, CXA, LEED AP BD+C
Senior Mechanical Engineer

Manuel Hernandez, PE
Senior Electrical Engineer

Julian Harris, PE
Senior Plumbing & Fire Protection Engineer

**STRUCTURAL ENGINEERING
CONEMCO ENGINEERING**



Jose A. Compres, PE
Structural Engineer Director

Marieli P. Sosa
Project Manager

Oscar Zamora
Lead Inspector
Santiago Rivera
CAD Design Manager



**LANDSCAPE ARCHITECTURE
MILLER LEGG**

Brian Shore, RLA
Senior Landscape Architect

Miguel Juncal, RLA, CA
Project Landscape Architect

Nelson Perez
Landscape Designer
Liudmila Fuentes, MLA
Recreation Planner

**COST ESTIMATING
PROGRAM CONTROLS, INC.**



Dante Alvarez, CGC
Senior Cost Estimator

Julian Ortega, PSP, LEED AP
Scheduling & Risk Manager



ROBERT E. CHISHOLM, FAIA, NCARB

PRINCIPAL IN CHARGE-LEAD DESIGNER



EDUCATION

Master's Degree / Urban Design
University of Miami 1977

B.S. / Architecture
University of Florida 1973

PROFESSIONAL REGISTRATION

State of Florida #AR-0007442
State of Florida #ID-0003684

AWARDS

Design for Park West National Urban Design

2022

Philanthropist Award - South FL Hispanic Chamber of Commerce Hispanic Leadership Awards
AIA Hall of Fame

2020

US Green Building Council - Oak Grove Community Center - Finalist for Innovative Project of the Year

2019

Greater Miami Chamber of Commerce Architectural Firm of the year

2017

Excellence in Construction - ABAE Hotel Cuesta Construction / Chisholm Architects

2016

Platinum Award: Princeton Groves Apts. AHS Residential / Chisholm Architects
Architect and Architectural Firm of the Year South FL Hispanic Chamber of Commerce

2010

Community Partnership for the Homeless Robert E. Chisholm, FAIA Service Award

2008

Ronald McDonald House, Twelve Good Men Award

2007

AIA Silver Medal Award Architectural Excellence and Leadership

2006

March of Dimes Award, Excellence in Architecture
Alvah H. Chapman Jr., Humanitarian of the year

2005

AIA Silver Medal Award for Architectural Excellence and Leadership & AIA Government Service Award

2004

AIA / Charles W. Clary Award

2001

Pontifical Medal by the Vatican and the Archdiocese of Miami

1998

National Maxwell Award of Excellence for Design from the Fannie Mae Foundation

1995

AIA / Award of Excellence in Design

1992

National Design Award for Miami Beach Art Deco District Historic Preservation Master Plan

PROFESSIONAL EXPERIENCE

Mr. Robert E. Chisholm, FAIA, NCARB, was formerly a member of the Metro Dade County Manager's Office in the Office of Community and Economic Development (OCED) during the 1970's. Mr. Chisholm was lead principal planner in charge of planning and implementation of capital improvement projects in several urban neighborhoods. He dealt directly with members of the Federal, State, County and City governments in planning, funding, and implementation of projects. In addition, Mr. Chisholm was in charge of ADA during his tenure as part of Miami Dade County Managers office for libraries, parks, and public buildings in the 1970's.

Since the early 1980's, Mr. Chisholm has been involved in numerous architectural and urban design projects including mixed use, multi-family residential, public school design, rapid transit stations, state laboratories, parks, recreational facilities, university facilities, school facilities, surgical centers, commercial centers, theater, and airport facilities; many of the projects have received design award recognition.

PROJECT EXPERIENCE

CITY OF CORAL GABLES

- Venetian Pool and Café Renovations
- *Continuing Contract - Misc. A&E (2019 - Present)*
- *Continuing Contract - Misc. Preservation A&E (2022 - Present)*

CITY OF MIAMI

- Theodore Gibson Park Ind. BB Court
- Spring Garden Point Park
- Miami City Cemetery Facilities
- Douglas Park Community Center
- David T. Kennedy Park Facilities
- Virginia Key Maritime Center
- Shenandoah Park
- Antonio Maceo Park Facilities
- Margaret Pace Park
- David Herring Facility
- Commissioner Diaz De La Portilla Office Renovations
- Commissioner King Office Renovations
- Lawrence and Riverview Pump Stations
- Miami Police Station ADA and Feasibility Study
- *2 Continuing Contract (2015 - Pres., 2022 - Present)*

CITY OF MIAMI BEACH

- Flamingo Park Childcare
- Flamingo Park Youth Center
- South Beach Art Deco District Historic Preservation Master Plan
- *Continuing Contract (2020 - Present)*

MIAMI DADE COUNTY

- Government Center Metro Rail Station Retrofit
- *Continuing Contract (2013 - Present)*

MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES

- Canoe and Kayak Launch / Sites at Five Marinas
- Father Gerard Jean-Juste Community Center, Oak Grove Park
- Southridge Park Stadium
- *Continuing Contract (2001 - Present)*

MIAMI-DADE COUNTY PUBLIC SCHOOLS

- Agenoria Paschal-Olinda Elementary School
- Dr. Carlos J. Finlay Elementary School
- Dr. William A. Chapman House Historic Restoration and Renovations
- Miami Lakes Educational Center
- North Glade Elementary Renovations
- Rainbow Park Elementary Renovations
- Lake Stevens Elementary Renovations
- Sunset Park Elementary Renovations
- Florida City Elementary Renovations
- Fairlawn Elementary Renovations
- Coral Park Elementary Renovations
- *Continuing Contract (2013 - Pres, 2022 - Present)*

MIAMI-DADE COLLEGE

- Homestead Campus
- Kendall Campus Data Center
- Kendall Campus Registrar's Office
- New World School of the Arts Upgrades
- *Continuing Contract (2017 - Present)*

STATE AND FEDERAL

- USDA / ECA Everglades Farmworkers Village, Florida City, FL
- US Army Corps of Engineers - Picayune Strand Pump Stations Everglades Restoration
- US GSA / US DEA - Ice Facility, West Palm Beach, FL

CITY OF HOLLYWOOD

- Hollywood Fire Training and Maintenance Bldg
- *Continuing Contract (2024 - Present)*

VILLAGE OF BISCAYNE PARK

- Ed Burke Park Parking Master Plan
- Park & Rec Center Electrical Panel Design
- *Continuing Contract (2023 - Present)*

CITY OF MIRAMAR

- Business Office Sharing
- Silver Lakes Pickleball Courts
- *Continuing Contract (2022 - Present)*

CITY OF TAMARAC

- Public Service Complex
- Tamarac Sports Complex
- Tamarac Park Recreation Building
- Mainlands Park
- Recreation and Community Center

CITY OF SOUTH MIAMI

- Palmer Park Facilities
- *Continuing Contract (2014 - Pres.)*



MATTHEW POLAK, AIA, LEED® AP

PRESIDENT / PROJECT DIRECTOR



EDUCATION

B.S. Architecture
University of Miami
1988

PROFESSIONAL REGISTRATION

State of Florida
#AR92343

AFFILIATIONS

American Institute of Architects
(AIA)

American Society for Healthcare Engineering
(ASHE)

US Green Building Council
LEED Accredited Professional

Rural Neighborhoods
Board of Directors

Everglades Housing Group
Board of Directors

PROFESSIONAL EXPERIENCE

Mr. Polak has over 34 years of experience and has served as a Project Manager and Project Director for programming, planning, design, construction documents, and construction administration for a variety of mixed use and similar projects in both the public and private sector, including new construction, renovations, additions and conversions including housing developments, multi-purpose facilities, office buildings, institutional facilities, historic structures, airports, restaurants, banks, hotels, and medical facilities. In keeping with the core value of the firm, Mr. Polak as Project Director, is involved in all phases of the project's development and acts as the Owner's direct contact throughout the entire project.

As Project Director, Mr. Polak has overseen the technical direction of the projects for programming, planning, design, construction documents and construction administration for a variety of projects keeping with the core value of the firm. He is also in direct contact with the client and will ensure the project goals are understood and implemented within our firm and the team.

PROJECT EXPERIENCE

CITY OF CORAL GABLES

- Venetian Pool and Café Renovations
- *Continuing Contract - Misc. A&E (2019 - Present)*
- *Continuing Contract - Misc. Preservation A&E (2022 - Present)*

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- Spring Garden Point Park
- Miami City Cemetery Facilities
- Douglas Park Community Center
- David T. Kennedy Park Facilities
- Virginia Key Maritime Center
- Shenandoah Park
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- Commissioner King Office Renovations
- Lawrence and Riverview Pump Stations
- Miami Police Station ADA and Feasibility Study
- *2 Continuing Contract (2015 - Pres., 2022 - Present)*

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- Flamingo Park Childcare
- Flamingo Park Youth Center
- South Beach Art Deco District Historic Preservation Master Plan
- *Continuing Contract (2020 - Present)*

MIAMI DADE COUNTY

- Government Center Metro Rail Station Retrofit
- *Continuing Contract (2013 - Present)*

MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES

- Canoe and Kayak Launch / Sites at Five Marinas
- Father Gerard Jean-Juste Community Center, Oak Grove Park
- Southridge Park Stadium
- *Continuing Contract (2001 - Present)*

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- Miami Lakes Educational Center
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- Florida City Elementary Renovations
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- Kendall Campus Data Center
- Kendall Campus Registrar's Office
- New World School of the Arts Upgrades
- *Continuing Contract (2017 - Present)*

STATE AND FEDERAL

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- US Army Corps of Engineers - Picayune Strand Pump Stations Everglades Restoration
- US GSA / US DEA - Ice Facility, West Palm Beach, FL

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- *Continuing Contract (2023 - Present)*

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- *Continuing Contract (2022 - Present)*

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- Tamarac Sports Complex
- Tamarac Park Recreation Building
- Mainlands Park
- Recreation and Community Center

CITY OF SOUTH MIAMI

- Palmer Park Facilities
- *Continuing Contract (2014 - Pres.)*

WEST PALM BEACH CRA

- In-Fill Hist. Reno. Housing
- *Continuing Contract (2024 - Pres.)*



CA# 26-0347

Exhibit Architects

Page 28 of 90

ALEXIS REYES, ASSOC. AIA
PROJECT MANAGER



EDUCATION

Florida International University
Master of Architecture (2019)

Miami-Dade College
Associate in Architecture (2015)

PROGRAM EXPERIENCE

AutoCAD
Adobe
Revit
Sketch Up
Lumion
Fusion 360
3D Printing
Microsoft Office
Google Suite
Artificial Intelligence (AI)

PROJECT PHASE EXPERIENCE

Schematic Design
Design Development
Construction Documents
Construction Administration
Project Management

PROJECT TYPE EXPERIENCE

Elementary Schools
University Facilities
Multi-Unit Housing
Aviation Facilities
Park and Rec. Facilities
Custom Residential
Church Facilities

PROFESSIONAL EXPERIENCE

As an essential member of our team for the past six years, Alexis's strong commitment and exceptional skills in organization and communication have greatly enhanced the professionalism of our firm. As a respected member of the leadership team, Alexis actively contributes to the company's initiatives and planning efforts, ensuring our strategic goals are met with precision and creativity. Her role as a project manager involves overseeing the entire project lifecycle, coordinating with clients, consultants, and internal teams to deliver projects on time and within budget.

Alexis is known for her ability to blend aesthetic appeal with practicality, producing spaces that not only meet clients' needs but also inspire and motivate their users. Her dedication to sustainable design practices further exemplifies her commitment to creating environmentally responsible solutions.

In addition to her project management and architectural duties, her leadership and collaborative approach have been instrumental in driving team success and maintaining high standards across all our projects. Alexis's contributions have been invaluable, and her influence continues to shape the future of our firm.

PROJECT EXPERIENCE

HOUSING

ECA Renaissance Hall Apts.
ECA Cannery Row Apts.
ECA Indiantown New Hope Apartment Rehab
Related Group Princeton Landings Apts.
Cedar Grove Apartments

SCHOOLS/UNIVERSITY FACILITIES

MDCPS North Glade Elementary Renovation
MDCPS Dr. William Chapman Historic House Restoration
MDCPS Dr. Carlos Finlay Elementary Renovation
MDCPS Agenoria S. Paschal Olinda Elementary Renovation
MDCPS Miami Lakes Educational Center and Tech. College Renovation
University of Miami Law School Building
University of Miami Physics Bridge
University of Miami Dooly Building
Miami Dade College Homestead Building F

MIAMI-DADE AVIATION DEPARTMENT

MDAD (3) Fire Station Bunker Rooms
MDAD Director's Office Lobby Remodel
MDAD Central Terminal Facilities

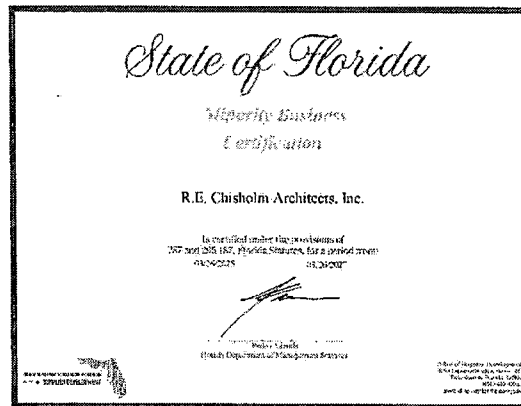
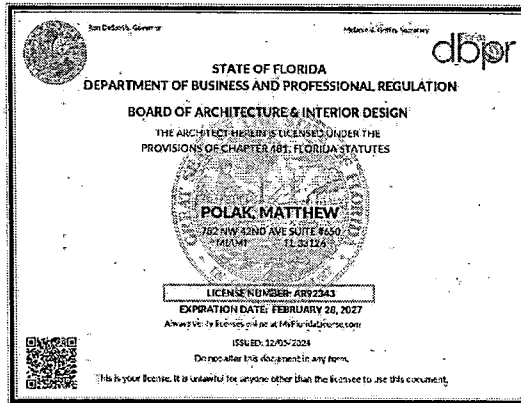
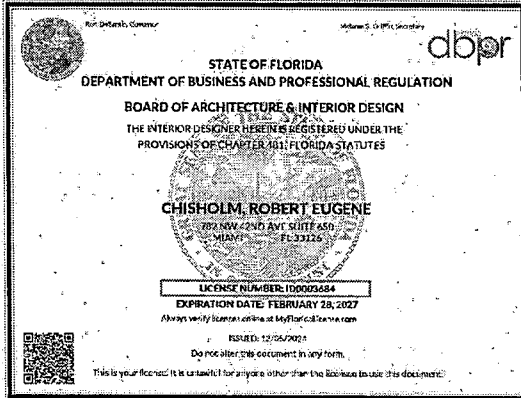
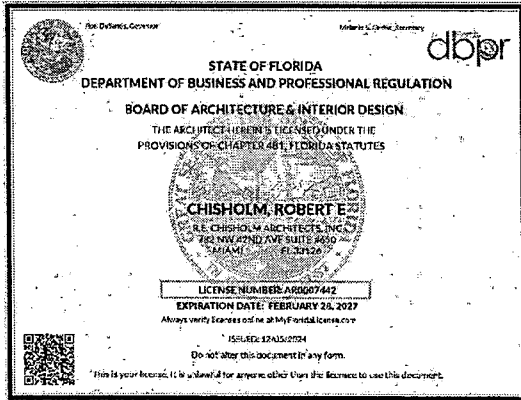
PARKS AND RECREATION

City of Coral Gables Venetian Pool
City of Miramar Silver Lakes Complex Pickleball Courts

MORE PROJECTS

Coral Gables Custom Residential House
City of Miami Beach Flamingo Park Childcare Facility
St. Augustine Church Master Plan

PROFESSIONAL LICENSES



License Information

Name: CHISHOLM, ROBERT E (primary Name)
R.E. CHISHOLM ARCHITECTS, INC (DBA Name)
782 NW 42ND AVE SUITE #650
MIAMI Florida 33126

Main Address:
County: DADE

License Information

License Type: Architect
Rank: Architect
License Number: AR0607442
Status: Current/Active
Issuance Date: 02/07/1977
Expires: 02/28/2027

**State of Florida
Department of State**


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[Signature]
Secretary of State

Tracking Number: 1699200897CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://www.sunbiz.org/Flings/Corp/Status/CertificateAppreciation>

FDOT
Florida Department of Transportation

HOW DIXON III
GOVERNOR

JANIS W. FERRELL, P.E.
SECRETARY

December 13, 2024

Robert Chisholm, Chairman/CEO
R. E. CHISHOLM ARCHITECTS, INC.
482 NW 42nd Avenue, Suite 650
Miami, Florida 33126

Dear Mr. Chisholm:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

14D Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00. This status shall be valid until December 13, 2025, for contracting purposes.
*Limit for FDOT projects only

Should you have any questions, please feel free to contact me by email at carlynn.kell@dot.state.fl.us or by phone at 850-414-4567.

Sincerely,
Carlynn Kell
Carlynn Kell
Professional Services Qualification Administrator

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



CAM #26-0347
Exhibit 9
Page 30 of 90

BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

Principal-in-Charge; Senior Mechanical Engineer



Mr. Shahnam, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 3000 projects with SGM he has a clear understanding of the design and construction sectors.



Mr. Shahnam has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his 26+ year career. As President of SGM Engineering he is responsible for the overall performance of the firm and is engaged everyday with clients and projects. His experience includes over \$5B in construction value. Additionally, Mr. Shahnam boasts over 26 years' experience in Engineering, and MEP Quality Control and over 17 as a Commissioning Agent in the Education Facility sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.

TITLE
President

REGISTRATION
FL Engineer #78419
ACG Certified
Commissioning Authority
LEED Accredited
Professional Building
Design & Construction

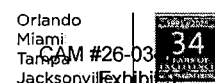
His public, municipal and government facility experience includes having been the Engineer of Record for projects throughout Central, South and North Florida including projects in Orange, Brevard, Manatee, Osceola, Lake, Volusia, and Miami-Dade Counties, the Cities of Miami, Fort Lauderdale, Tampa, Orlando and Jacksonville, Florida to name a few.

YEARS EXPERIENCE
26 Years Total Experience
26 Years with SGM

EDUCATION
BS in Mechanical
Engineering, University of
Central Florida

RELATED EXPERIENCE

- » City of Fort Lauderdale Continuing Contract | City of Fort Lauderdale | Project Manager/Sr. Mechanical Engineer
- » Florida Department of Management Services MEP Continuing Contract | FL Department of Management Services | Project Manager/Sr. Mechanical Engineer
- » Orange County MEP/Commissioning Continuing Contract | Orange County Government | Sr. Mechanical Engineer
- » City of Orlando Continuing Contract | City of Orlando | Sr. Mechanical Engineer
- » Greater Orlando Aviation Authority Continuing Contract | Greater Orlando Aviation Authority | Sr. Mechanical Engineer
- » Florida International University Continuing Services Contract | Florida International University | Project Manager/Sr. Mechanical Engineer
- » Fort Lauderdale Public Works Administration & EOC Building HVAC Renovation | City of Fort Lauderdale | Project Manager | \$1.95M | 13,500 SF



MANUEL HERNANDEZ, PE

Senior Electrical Engineer

Mr. Hernandez has over 17 years of experience designing institutional, municipal, public, private, retail and commercial facilities. His electrical experience includes calculating service sizes, feeder sizes, branch circuit sizes, short circuit currents, voltage drop, and performing short-circuit/arc flash/coordination studies and over-current protection device selection using specialized software. Mr. Hernandez is also experienced in the layout of equipment for floor plans, riser diagrams, fire alarm systems, telecommunication systems, HVAC, Plumbing and Fire Protection coordination, and surveys.

His public facility experience includes having been the Electrical Engineer for projects throughout South and Central Florida including several municipalities within Miami-Dade, Broward, and Palm Beach Counties. His project experience encompasses an array of public facilities that include parks, community centers, courthouses, and public safety facilities.

RELATED EXPERIENCE

- » City of Fort Lauderdale Continuing Contract | City of Fort Lauderdale | Sr. Electrical Engineer
- » Florida Department of Management Services MEP Continuing Contract | FL Department of Management Services | Sr. Electrical Engineer
- » City of Orlando Continuing Services Contract | City of Orlando | Sr. Electrical Engineer
- » Orange County MEP/Commissioning Continuing Contract | Orange County Government | Sr. Electrical Engineer
- » Fort Lauderdale Courthouse Chiller Plant Upgrade | GSA | Sr. Electrical Engineer | \$2.8M
- » Fort Lauderdale 6th Floor IT Data Center HVAC Upgrade | City of Fort Lauderdale | Sr. Electrical Engineer | \$300,000
- » Fort Lauderdale Public Works Administration & EOC Building HVAC Renovation | City of Fort Lauderdale | Sr. Electrical Engineer | \$1.95M | 13,500 SF
- » Police Headquarters Firing Range HVAC | City of Fort Lauderdale | Sr. Electrical Engineer | \$950,000
- » City of Hollywood Beach Community Center | City of Hollywood Beach | Sr. Electrical Engineer | \$350,000
- » Miami Beach Pocket Park | City of Miami Beach | Sr. Electrical Engineer | \$1.2M
- » Miami Sewell Park | City of Miami | Sr. Electrical Engineer | \$1.4M
- » FIU Green Library Wellness Track | Florida International University | Sr. Electrical Engineer | \$650,000
- » City of Oakland Park East Dog Park | City of Oakland Park | Sr. Electrical Engineer | \$1.2M

SGM

ENGINEERING



TITLE
Senior Electrical Engineer

REGISTRATION
FL Engineer #74989

YEARS EXPERIENCE
17 Years Total Experience
10 Years with SGM

EDUCATION
BS in Electrical
Engineering, University of
Puerto Rico

SGM
ENGINEERING

Orlando
Miami
Tampa
Jacksonville
GAM #26-03
Exhibitor



JULIAN HARRIS, PE

Senior Plumbing & Fire Protection Engineer

Mr. Harris serves as the Plumbing & Fire Protection Department Manager and brings over eight years of specialized experience in plumbing and fire protection system design and construction administration. His diverse project portfolio includes work for local governments and municipalities throughout Central and South Florida, as well as for clients in the higher education, commercial, institutional, healthcare, and residential sectors. He is well-versed in code compliance, system performance optimization, and construction phase support, ensuring each design meets the highest standards of safety, efficiency, and reliability.

Since joining SGM, Mr. Harris has played a critical role in delivering successful outcomes for a wide range of projects, working collaboratively with all members of our multidisciplinary team. His ability to coordinate effectively with other engineering disciplines and contractors makes him a key asset in fast-paced and technically complex project environments.

RELATED EXPERIENCE

- » City of Fort Lauderdale Continuing Contract | City of Fort Lauderdale | Plumbing/FP Engineer
- » Greater Orlando Aviation Authority Continuing Contract | Greater Orlando Aviation Authority | Sr. Plumbing/FP Engineer
- » Orange County MEP/Commissioning Continuing Contract | Orange County Government | Plumbing/FP Engineer
- » City of Orlando Continuing Services Contract | City of Orlando | Plumbing/FP Engineer
- » Fort Lauderdale Public Works Administration & EOC Building HVAC Renovation | City of Fort Lauderdale | Plumbing/FP Engineer | \$3.5M | 13,500 SF
- » Orange County Multi-Cultural Community Center | Orange County Government | Plumbing/FP Engineer | \$4.2M
- » Fort Lauderdale Courthouse Chiller Plant Upgrade | GSA | Plumbing/FP Engineer | \$2.8M
- » Fort Lauderdale 6th Floor IT Data Center HVAC Upgrade | City of Fort Lauderdale | Plumbing/FP Engineer | \$300,000
- » St. Cloud City Hall BAS Upgrade | City of St. Cloud | Plumbing/FP Engineer | \$1M | 28,400 SF
- » Orange County Sheriff's Office Evidence Warehouse | Orange County Government | Sr. Plumbing/FP Engineer | \$5M
- » Corrections Government Office Chiller Expansion | Orange County Government | Plumbing/FP Engineer | \$3.5 M | 300,000 SF
- » Orlando Fire Department Fire Station #9 | City of Orlando | Plumbing/FP Engineer | \$3.5M | 11,800 SF

SGM

ENGINEERING



TITLE
Plumbing & Fire Protection
Department Manager

REGISTRATION
FL Engineer #93562

YEARS EXPERIENCE
8 Years Total Experience
8 Years with SGM

EDUCATION
BS in Aerospace
Engineering, University of
Central Florida

SGM
ENGINEERING

Orlando
Miami
Tampa
Jacksonville

ORANGE COUNTY
CAM #26-03
EXHIBIT 34

Page 33 of 90

PROFESSIONAL LICENSES

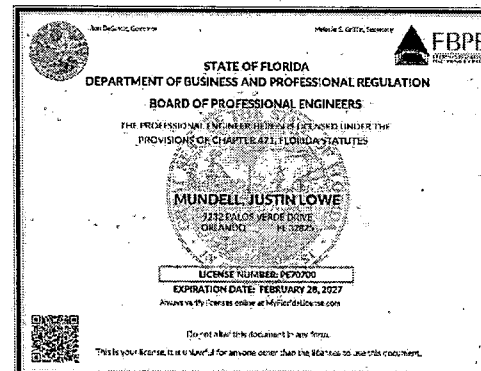
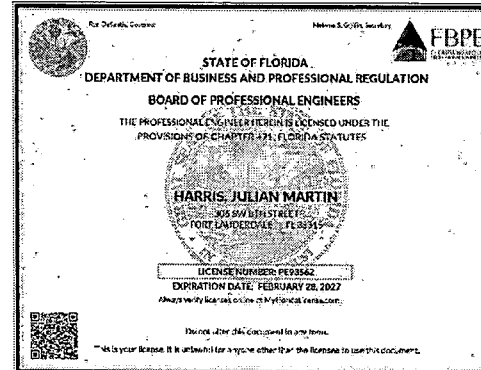
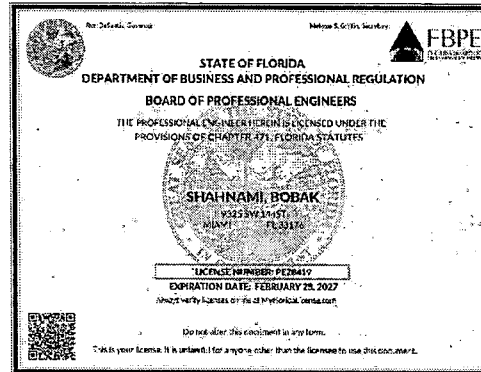
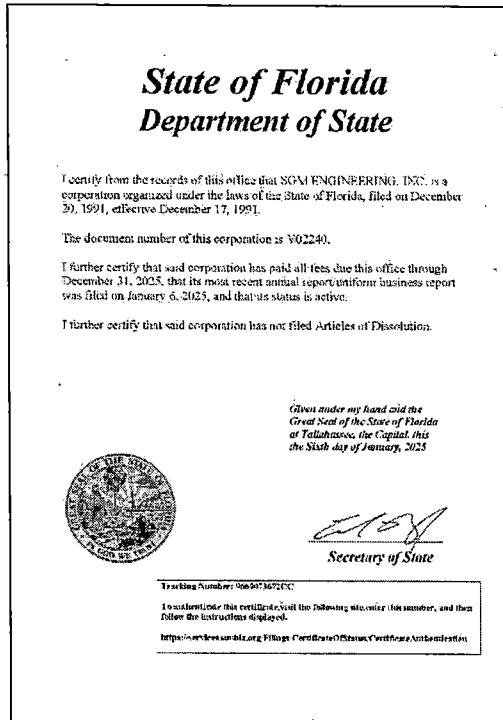
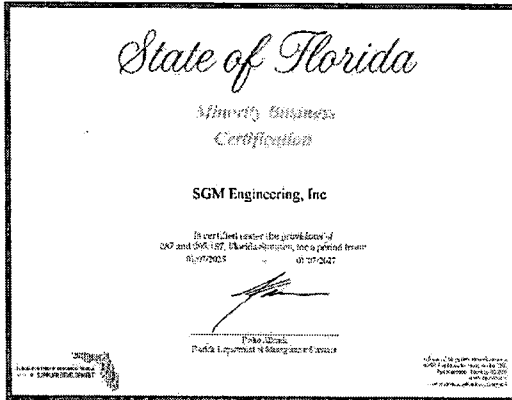


Bobby Shahnam

LEED AP® Building Design + Construction

1059427 AF BD+C
 27 JUL 2012
 23 AUG 2026

Bobby Shahnam

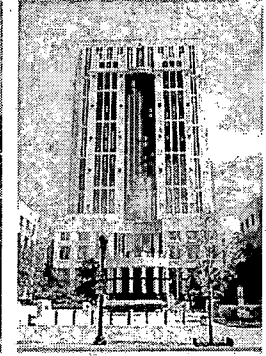
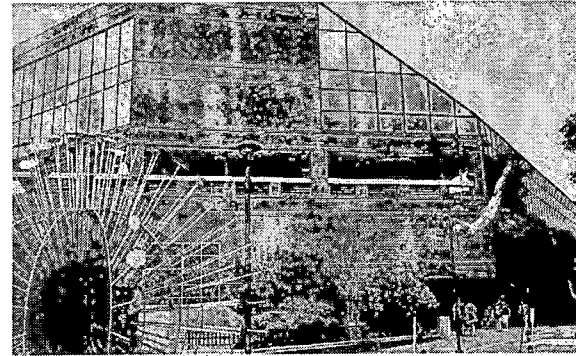
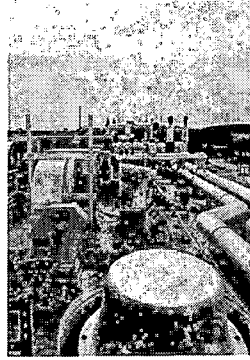
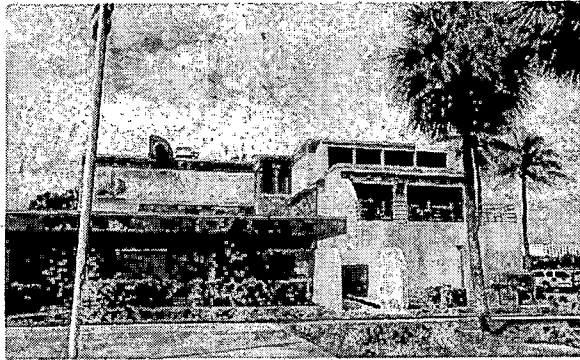


CITY OF FORT LAUDERDALE
 ARCHITECTURAL CONTINUING SERVICES
 RFQ NO. 456



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 Page 34 of 90

PROJECT EXPERIENCE



City of Fort Lauderdale Continuing Contract Fort Lauderdale, FL

Client
City of Fort Lauderdale
Danica Grujicic
dgrujicic@
fortlauderdale.gov
(954) 828-5055

Construction Cost
Varies; Listed on Right

Project Dates
2015 - Ongoing

SGM Engineering has served as the Prime MEP Engineer under a continuing contract with the City of Fort Lauderdale since 2015. a few projects include:

South Side Cultural Arts Center Manual Transfer Switch | Completed: Dec. 2024 | Project Cost: \$100,000 | SGM provided electrical engineering services for a new manual transfer switch and parallel 600 KCMIL conductor installation to power the entire building.

Corporate Drive and Cypress Creek Road | Completed: Oct. 2023 | Project Cost: \$400,000 | SGM provided electrical engineering services for electrical feeder upgrades as required for Corporate Drive and Cypress Creek Road addressing underground and crossing.

Fort Lauderdale Utilities Medal Building | Completed: Mar. 2020 | Project Cost: \$4,015 (Fee) | SGM provided electrical engineering design services for a proposed Fort Lauderdale Utilities building. Our scope of services included electrical lighting plan, electrical power plan, electrical panel schedule, power one line diagram, and electrical site plan.

Police Headquarters Firing Range HVAC | Completed: June 2019 | Project Cost: \$950,000 | SGM provided MEPFP design for the Fort Lauderdale Police HVAC Firing Range and Radio Room Renovation, including load calculations, energy code compliance, and demolition plans for four 36-ton rooftop units.

Public Works Administration EOC Building HVAC Renovation | Completed: Aug. 2024 | Project Cost: \$1.9M | SGM provided comprehensive MEP design and demolition drawings for the replacement of HVAC systems, including chillers, AHUs, VAVs, controls, exhaust, and electrical upgrades, while ensuring emergency power backup and exploring ground floor AHU placement.

Orange County Continuing Contract Orange County, FL

Client
Orange County
Government
Aj Murray
A.J.Murray@ocfl.net
(407) 836-0057

Construction Cost
Varies; Listed on Right

Project Dates
2013 - Ongoing

SGM Engineering has held the MEP Engineering and Commissioning Continuing Contract as prime with Orange County Government since 2013, completing many successful projects such as:

Orange County Fire Rescue Headquarters Electrical Assessment | Completed: Feb. 2025 | Project Cost: \$37,879 (Fee) | SGM provided electrical engineering services to assess the existing electrical system at the Orange County Fire Rescue Headquarters Facility.

Orange County Health Services HVAC Assessment | Completed: Dec. 2024 | Project Cost: \$9,965 (Fee) | SGM provided mechanical engineering services to assess the existing HVAC system at the Orange County Health Services Facility.

Orange County Fort Christmas Blockhouses Electrical | Completed: July.2023 | Project Cost: \$10,000 | SGM provided electrical engineering and cost estimating services for the Fort Christmas Blockhouses 1 & 2 project, which included preparing design documents to update the existing electrical systems with new panelboards, wiring, conduit, and lighting with associated controls.

Orange County Administration Building Upper RTU Fanwall Conversion Assessment | Completed: Dec. 2024 | Project Cost: \$24,575 (Fee) | SGM produced a report outlining feasible options for conversion of (7) existing, single motor, direct drive rooftop units to a fanwall aka fan array type of solution. SGM evaluated this option among other options that will best suit this facility.

Orange County Courthouse Power Modernization Assessment, Floors 1-4 | Completed: Nov. 2024 | Project Cost: \$24,575 (Fee) | SGM produced a report outlining recommendations focused on increasing the available power for floors 1-4 of the Courthouse.



JOSE A. COMPRES, PE

EXPERIENCE SUMMARY

More than thirty years (30) of experience including:

- Structure Engineering Design and Inspections.
- Structure Engineering Program Management
- Construction Project Management and Engineering Design.
- Program Construction Management.
- Forensic evaluation for Failed Structures.

Mr. Compres specializes in structural and civil engineering projects, including the inspection, design, and restoration of public infrastructure such as pump stations, bridges, retaining walls, seawalls, roadways, and municipal buildings.

He is also a Limited Threshold Inspector, qualified to oversee specific structural components of threshold buildings during various phases of construction. He has extensive experience applying building codes and engineering specifications to ensure compliance with regulatory standards, conducting structural assessments, and overseeing construction and rehabilitation efforts. His expertise also includes forensic investigation and structural safety solutions tailored to transportation and public works projects.

Additionally, Mr. Compres has led and supervised recertification inspections for public agencies, ensuring that critical infrastructure meets safety and performance requirements. He has collaborated closely with municipal and state authorities to develop biddable plans for structural projects, ensuring alignment with operational and regulatory expectations. His deep understanding of civil infrastructure allows him to provide efficient and compliant engineering solutions.

RELEVANT EXPERIENCE

Everglades Holiday Park - Broward County Parks & Recreation (Fort Lauderdale, FL)

Mr. Compres provided and prepared for Broward County Parks and Recreation the Structural evaluation and the design upgrades for the existing wood deck and walkway extension for the concessions building located at Everglades Holiday Park.

Broward Health Pharmacy Slab Reinforcement (Fort Lauderdale, FL)

Mr. Compres led the structural design for the restoration of prestressed beams and the elevated ground floor slab at the Broward Health Pharmacy. After over 30 years of service, the existing slab exhibited signs of failure due to corrosion. The project involved evaluating the load-bearing capacity of structural members in both pre- and post-repair conditions, designing shoring systems, and developing repair methods while maintaining full operation of the pharmacy and adjacent offices.

MIA Mover Station, Miami International Airport (Miami, FL)

As part of our continued services, Mr. Compres conducted investigations, prepared reports, developed schematic designs, and created construction documents for the repair of cracks in the beams and columns across multiple spans of the monorail system at the MIA Mover Station. His work included the application of waterproofing, as well as designing new drainage solutions or alternatives to divert ponding water to the existing drainage system of the station.



EDUCATION

- MBA Pontificia Universidad Católica Madre Y Maestra, 2001.
- BS Civil Engineering Pontificia Universidad Católica Madre Y Maestra, 1994.

PROFESSIONAL REGISTRATIONS

- Professional Engineer Florida P.E. # 65557
- Professional Engineer New York P.E. # 095510
- Professional Engineer Dom. Rep. P.E. #13794
- Limited Threshold Inspector # 65557

PROFESSIONAL AFFILIATION

- Florida Engineering Society, (FES) Miami Chapter.
- American Society of Civil Engineers (ASCE)

FIELD OF SPECIALIZATION

- Structural Engineering Design
- Civil Engineering Design
- Construction Management
- Cost Estimating
- Threshold Inspections
- Soil, Asphalt, & Concrete Testing
- QA/QC Inspections
- Construction Safety Procedure

YEARS OF EXPERIENCE

30 Years

CONEMCO
ENGINEERING, INC.
DBA Conemco Consultants

SEA-SE • CIVIL • STRUCTURAL • MEP • CEM • PROGRAM MANAGEMENT • LAND SURVEYING

CAM #26-0347
EXHIBIT 9

EXPERIENCE SUMMARY

At Conemco Consultants, Mrs. Sosa is a key member of the project management team. She provides structural design, inspections, and evaluations for various infrastructure projects, ensuring compliance with applicable codes and standards. Mrs. Sosa is skilled in performing structural assessments and calculations for complex facilities, working closely with contractors to ensure smooth project execution. Her deep understanding of structural requirements consistently contributes to successful project delivery. As an Assistant Engineer, she has demonstrated exceptional technical expertise in delivering high-quality results across a range of projects.

RELEVANT EXPERIENCE

Enhance Hurricane Protection Areas – EHPA (Broward County, FL)

In 2018, as part of the staff, Mrs. Sosa contributed to inspections of schools designated as Enhanced Hurricane Protection Area (EHPA) facilities. Fifteen (15) schools, used as shelters during hurricane season, were inspected for compliance with the Florida Building Code and the School Board of Broward County Structural Design Criteria, as required by the Florida Statutes. Mrs. Sosa played a key role in the team, providing structural inspection reports to ensure each facility met the necessary standards for hurricane protection.

700 Cargo Series Buildings (Miami, FL)

Mrs. Sosa was part of the team that prepared a Basis of Design Report (BODR) and developed structural repair plans for sealing approximately 108,300 linear feet of existing roof cracks. The project scope also included conducting damage assessment inspections for six buildings, during which the team identified and quantified existing damages, provided approximate cost estimates, proposed repair solutions for leaks, and delivered construction management services. The work required replacing damaged control joint sealants, parapet joints, concrete curb joints, as well as caulking around light poles, railing pickets, and HVAC unit bases, along with other incidental tasks necessary to ensure proper waterproofing of the buildings.

FLL Westside Water Main Expansion Loop (Fort Lauderdale, FL)

Mrs. Sosa was part of the team that provided a set of structural plans and calculations for a manhole designed to house an Air Release Valve (ARV). The structural designs included the foundation, slab, and walls of the manhole to withstand a wheel load of 75,000 pounds and a hydrostatic load of 62.4 pounds per cubic foot. The design complied with Federal Aviation Administration (FAA) requirements.

Ocean Bank Parking Garage (Miami, FL)

Mrs. Sosa played a key role in this project by providing the structural repair design plans and specifications. The project scope involved preparing a damage assessment report for a 7-story parking structure, based on a comprehensive survey that identified, marked, and quantified all visible cracks and spalls on slabs, columns, walls, and beams. Areas with exposed and corroded rebar, delamination, and stucco cracks were also documented.



EDUCATION

- BS Civil Engineering
Pontificia Universidad
Católica Madre y Maestra,
2015

PROFESSIONAL REGISTRATION

- Professional Engineer
Dom. Rep. P.E. #38109

CERTIFICATION

- OSHA 30 Hours & Scaffolding
Certification
- Construction Management
Certificate Program—PACE
University, 2020

FIELD OF SPECIALIZATION

- Civil Engineering Design &
Inspections
- Structural Engineering
Design & Inspections
- Project Management
- Inspections
- Land Surveying
- Concrete Restoration
Assessment

YEARS OF EXPERIENCE

8 Years



OSCAR ZAMORA

EXPERIENCE SUMMARY

Mr. Zamora is the lead inspector at Conemco Consultants, providing expert oversight for inspections, analysis, and calculations on complex structural and civil engineering projects in the educational space including Broward County School's SREF projects. Under the guidance of senior engineers, he coordinates and leads the inspection team, ensuring thorough evaluations and compliance with safety and regulatory standards. His engineering background and extensive experience make him a multi-tasking asset within the firm, enabling him to prepare detailed reports on findings, mentor junior inspectors, and effectively communicate with clients and stakeholders about inspection results and necessary actions.

RELEVANT EXPERIENCE

Broward County Schools MEP-PM/CM ESSER Program

Mr. Zamora played a key role in the School Board of Broward County's \$95 million ESSER Program Management for the Physical Plant Operations Department, which encompassed over 300 projects across elementary, middle, and high schools, as well as several colleges in Broward County. He supervised the installation of chillers, boilers, and air handlers, ensuring their integration into the existing infrastructure, while coordinating with vendors and providing technical expertise. Additionally, he supported the structural assessment team in evaluating the Department of Energy (DOE) grant application, conducting site evaluations, and analyzing structural integrity.

BCPS Bleachers and Grandstands Inspection & Evaluation

Mr. Zamora was part of the team who performed Structural Life Safety Inspections of bleachers for several schools. These inspections assessed the overall structure for signs of wear, checked safety features such as guardrails and handrails, evaluated mechanical components for functionality, and examined seating surfaces for hazards. He ensured compliance with local, state, and federal safety codes, ADA Compliance and accessibility requirements. Additionally, Mr. Zamora generated detailed reports to document any issues and recommendations for repairs, scheduling follow-up actions as needed to maintain a safe environment for all users during school events.

South Florida Water Management District (SFWMD) Homestead Field Station Roofing (Homestead, FL)

Mr. Zamora provided daily site inspections as part of the inspection services agreement with SFWMD for the roofing process. This included overseeing the lightweight insulating concrete system, base sheets directly under the roofing membrane (a fully adhered multi-ply modified bitumen roofing system with a mineral granule cap sheet), as well as flashing, stripping, and other roofing accessories integral to the system installation.

Broward Health Medical Center (Broward, FL)

Mr. Zamora conducted structural inspections of a 185,000 SF area in the property's crawlspace. He oversaw the concrete restoration in an 80x80 SF section beneath the pharmacy, inspecting joists, slabs, and beams.



EDUCATION

- BS Civil Engineering
Pontificia Universidad
Católica Madre Y Maestra,
2010.
- FIU Construction Project
Management, 2023

CERTIFICATIONS

- OSHA 30 Hours
- F12SST 1-Hour Scaffolds—
Suspended
- Asphalt Paving - Level 1
- Concrete Field Technician
Level 1
- Confined Space Entry
Training 8 hrs

FIELD OF SPECIALIZATION

- AutoCAD
- Microsoft Office (Word, Excel,
Power Point, Project)

YEARS OF EXPERIENCE

13 Years

SANTIAGO RIVERA

EXPERIENCE SUMMARY

Mr. Rivera brings over 30 years of experience in structural design and project supervision within both public and private sectors. He has led the engineering of complex structures across a broad range of markets, including industrial, commercial, residential, and marine developments. His core expertise includes seismic design, hurricane-resistant systems, dynamic equipment foundations, and the evaluation and retrofit of existing structures. Mr. Rivera is highly proficient in the design of steel, wood, and reinforced concrete systems and is well-versed in advanced modeling and design software.

Software Proficiency:

SAP2000 • ETABS • TEKLA • TEDDS • STRUDCAD • REVIT • AutoCAD • SAFE • ADAPT Builder • RISA-3D • RISA Floor • RISA Foundation • Enercalc • CYPE • Hilti PROFIS • RAM SS • RAM Concept • RAM Elements • Civil 3D

Codes & Standards:

ACI • AISC • ASCE 7 • SEI 7-10 • IBC • UBC • Florida Building Code (2020)

RELEVANT EXPERIENCE

Maison at Brickell (Miami, FL)

Mr. Rivera led the complete structural design of a 20-story mid-rise building consisting of residential, commercial, and parking components.

5333 COLLINS AVE (Miami Beach, FL)

Mr. Rivera was responsible for the complete structural design of a 21-story residential building.

Philadelphia Union Sports Complex (Philadelphia, PA)

Mr. Rivera led the complete structural design of a 2-story combined sports and office building.

Bryan Apartments (Hollywood, FL)

Mr. Rivera oversaw the structural design for an 8-story mid-rise residential building and an adjacent post-tensioned parking garage.

Legacy Rochester Hills Apartments (Rochester Hills, MI)

Mr. Rivera led the structural design of ten 4-story residential buildings with integrated parking and commercial areas.

Cool Spring Apartments (Franklin, TN)

Mr. Rivera was in charge of the complete structural design of a residential and commercial complex consisting of five 7-story buildings and a 6-story post-tensioned parking garage.

Cambria Brickell (Miami, FL)

Mr. Rivera was in charge of the complete structural design of an 18-story, 204-unit hotel.

Town Center (Miami Lakes, FL)

Mr. Rivera was in charge of the complete structural design of a 7-story building combining parking, residential, and commercial uses.

CAM #26-0347

Exhibit 9

Page 39 of 90



EDUCATION

- Master's degree in Structural Engineering, INTEC, Dominican Republic, 1999
- Bachelor of Science in Civil Engineering, UNPHU, Dominican Republic 1994

CERTIFICATIONS

- Construction Management Certificate, Miami Dade College, 2013
- OSHA for the Construction Industry Certificate, Miami Dade College, 2014

FIELD OF SPECIALIZATION

- Performance Base Design, Computer & Structures, Inc.
- Design of Seismic Resistant Buildings (ETABS), Computer & Structures, Inc.
- Specialization in Seismic Engineering.
- Seminar Building Codes.
- Design of Steel Structures.
- Non-Linear Behavior in Structures course.
- Analysis & design of masonry multistory & concrete buildings.
- Aqueducts and drains design course.

YEARS OF EXPERIENCE

30 Years



SBA 8(a) - Civil - Structural - MEP - GEI - Program Management - Land Surveyors

PROFESSIONAL LICENSES



Ron DeSantis, Governor
Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS


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

SPECIAL INSPECTOR LIMITED NUMBER: 65557

COMPRES, JOSE A
782 NW 42ND AVE
UNIT 635
MIAMI FL 33126

LICENSE NUMBER: PE65557
EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



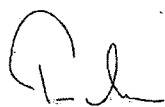
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State of Florida

Minority Business Certification

CONEMCO ENGINEERING, INC.

Is certified under the provisions of 387 and 295.187, Florida Statutes, for a period from:
10/16/2023 to 10/16/2025



J. Todd Inman
Florida Department of Management Services

Office of Supplier Diversity
4050 Espanola Way, Suite 300
Tallahassee, FL 32399
850-497-0515
www.dms.myflorida.com/sds

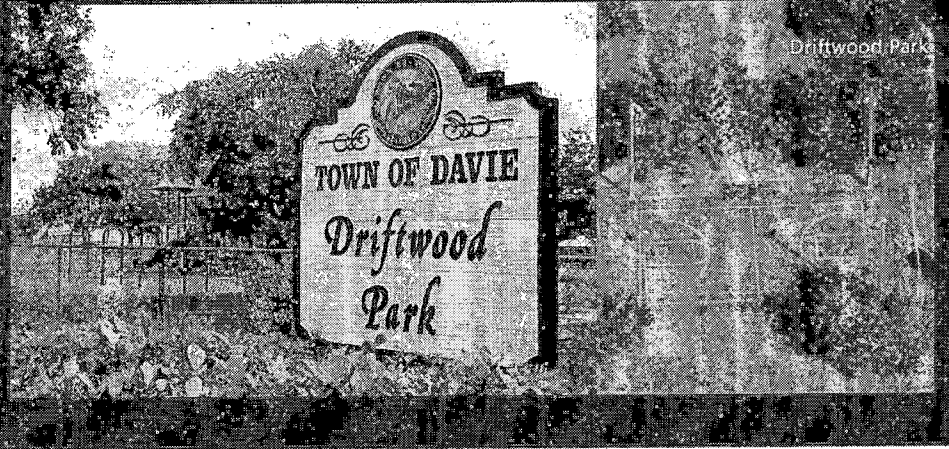
100% SUPPLIER DIVERSITY



PROJECT EXPERIENCE



DESIGN SERVICES FOR DRIFTWOOD PARK TOWN OF DAVIE 3300 NW 77th Avenue, Davie, FL 33024



PROJECT DESCRIPTION

Conemco provided structural and electrical engineering design services, as well as surveying, to the Town of Davie for Driftwood Park. The project involved designing a new metal shade structure over the basketball court. Additionally, Conemco prepared bid and construction documents on behalf of the Town and oversaw the construction administration of the project. Conemco also assisted the Town with the permitting process for constructing the new metal structure, with dimensions estimated at 130 feet long by 70 feet wide (approximately 9,100 square feet), in support of the basketball court shade.

Survey services included site topographic and existing elevation measurements, preparation of the site legal description document, construction layout, including existing utilities survey and locations, and site final as-built drawings.

SERVICES

- Structural Engineering Design
- Electrical Engineering Design
- Topographic Survey
- Construction Administration
- As-built Drawings

PROJECT VALUE
\$55K

PROJECT DATES

Start date: December 2022
Finish date: February 2023

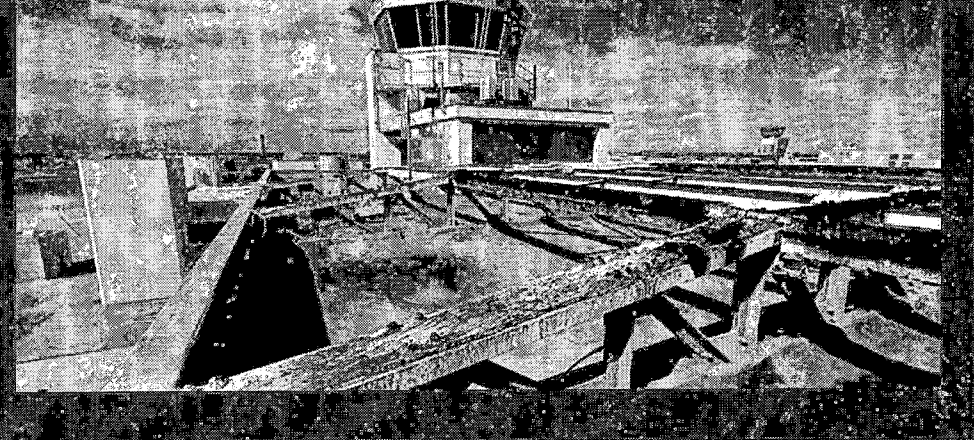
CLIENT

Town of Davie

POINT OF CONTACT

Name: Keith Pursell
Phone: 754-581-0169
Email: kpursell@davie-fl.gov

MIAMI INTERNATIONAL AIRPORT TERMINAL WIDE RE-ROOFING 2100 NW 42nd Ave, Miami, FL 33126



PROJECT DESCRIPTION

Conemco Consultants are part of the team responsible for the Miami International Airport Modernization program, which includes 30 sectors across the Central, North and South Terminals that vary in elevation and structural systems. The project primarily involves replacing the roofs of most airport buildings and installing solar roof systems to enhance efficiency, sustainability, and the long-term durability of the terminal buildings. With the roofs ranging in age from 9 to 12 years and no remaining warranty, this project is a critical component of the Capital Improvement Plan, ensuring consistent operational performance throughout the terminal's passenger areas.

Our scope of work included, but was not limited to:

- A review of structural drawings, calculations, and specifications for the roofing system replacement, including the design of concrete curbs or pedestals, roof structure anchoring, and roof slab penetrations.
- Evaluation of the existing structures to accommodate new loading conditions and the development of a probable construction estimate.
- Design for the removal of old curbs, filling of openings, removal of concrete pedestals previously used for mechanical equipment, new railings and replacement of damaged ramps, stairs, and their connections.

Additionally, the Conemco team is providing structural design and calculations for the solar panel support systems. This includes evaluating whether the existing structural systems can sustain the new loading conditions. The assessment of structural characteristics was based on as-built drawings, which were cross-referenced and coordinated with 3D models. Given the roofing system's age, identification of historic steel structural shapes was also necessary.

SERVICES

- Structural Engineering Design
- Solar Panel's Support Design
- Shop Drawing Review
- Load Calculations
- Construction Estimate

PROJECT VALUE
• Contract value: \$14M

PROJECT DATES

Start date: January 2024
Finish date: On-going

CLIENT

EXP U.S. SERVICES INC.

POINT OF CONTACT

Name: Luis Becerril
Phone: 689-209-6183
Email: Luis.Becerril@exp.com



Brian Shore, RLA

Senior Landscape Architect

Years of Experience: 23

Registrations & Certifications:

Registered Landscape Architect, FL, 2005
 FDOT Intermediate Maintenance of Traffic, FL, 2013

Education:

Bachelor of Science, Landscape Architecture
 North Carolina A&T State University, 2000

Continuing Education:

Eminent Domain for Landscape Architects, 2013
 FDOT Landscape Highway Seminar, 2005, 2006, 2008 and 2013
 FDOT Outdoor Advertising Workshop, November 2008 and February 2010
 FDOT Plan Reviewer's Workshop, November 2006 and November 2007
 FDOT Specifications Package Preparation Training Certificate, 2016
 Irrigation: The End to Water Waste in Landscapes 2013
 Landscape Palm Diseases, 2013
 LAP Project Inception to Notice to Proceed, October 2007
 LAP Training for Right-of-Way and Real Estate Acquisition, May 2008
 PSMJ Project Management Boot Camp, 2007

Professional Experience:

As a Senior Landscape Architect, Mr. Shore has significant experience in landscape architectural design and landscape construction services for a variety of public and private projects. Specialties include landscape, hardscape, and irrigation design services for streetscape and roadway projects including the Florida Department of Transportation, all aspects of active and passive park design, healthcare campuses, and environmental wetland habitat creation. Other experience includes various residential and commercial projects.

Relevant Project Experience:

School District of Palm Beach County Pine Grove Elementary School Modernization - Miller Legg is providing landscape architecture, permitting and construction phase services for the modernization of the 55,000 SF Pine Grove Elementary School project. The 503 student station facility will include 27,000 SF of renovations and 28,000 SF of new construction. Services being provided include: arborist tree inventory, schematic planting design, irrigation design, tree removal permitting, construction administration and bidding assistance. The modernization project is scheduled to start construction in May 2023. Miller Legg is a subconsultant to PGAL Architects.

School Board of Broward County Attucks, Deerfield Beach & Indian Ridge Middle Schools Innovation Zone Landscape Design - This project required analysis, landscape and irrigation concept design, and construction documents to update the landscape and irrigation systems to accommodate new construction and update and rehabilitate the campus-wide landscapes. The goal of this project was to prepare environmentally conscious landscape designs for schools according

to Innovation Zones that were previously established by the School Board. A key component of these updates was the use of native vegetation, efficient irrigation systems, and the restoration of natural habitats for use in the learning environments. Following LEED standards was a requirement of the School Board. Services provided included site analysis, tree surveys, landscape and irrigation concept design, construction documents, and construction observation for development of landscape, hardscape and irrigation.

School Board of Broward County Design/Build Cooper City High School Replacement - Miller Legg provided surveying, civil engineering, subsurface utility engineering, environmental, landscape architecture, irrigation design and construction administration for the phased replacement of the school. Miller Legg prepared demolition, paving, grading and drainage plans, and water and sewer plans for the preparation of the site plans.

School Board of Broward County Pine Lakes Elementary International Welcome Center - Miller Legg is providing engineering plans for new parking lot design and fence in a 1-acre area to repurpose Building 85 at the Pines Lake Elementary School 10-acre site to an International Welcome Center public facility. The scope of services consists of topographic and tree surveying, conceptual and on-site engineering plans, bidding assistance and construction administration services. Permitting is being coordinated with South Broward Drainage District and Broward County School Board.

School Board of Broward County Various Tree Relocations - This project for the School Board of Broward County included performing tree relocation and tree removal plans for 12 school sites throughout the County.



Miguel Juncal, RLA, CA

Senior Landscape Architect

Professional Experience:

As a Senior Landscape Architect, Mr. Shore has significant experience in landscape architectural design and landscape construction services for a variety of public and private projects. Specialties include landscape, hardscape, and irrigation design services for streetscape and roadway projects including the Florida Department of Transportation (FDOT), all aspects of active and passive park design, healthcare campuses, and environmental wetland habitat creation. Other experience includes various residential and commercial projects. Mr. Shore is a Senior Associate of the firm.

Relevant Project Experience:

City of Miramar Police

Headquarters Design Criteria -

This project involved the preparation of landscape and civil design criteria documents for the proposed Miramar Police Headquarters as part of a 65,000-SF facility at the Miramar Town Center. The design criteria documents included schematic and design development plans for landscape and civil engineering design, design narratives and performance specifications for landscape, hardscape, irrigation, site furnishings, paving, grading, drainage, water, fire, sanitary sewer and signing and pavement markings. The project also included green design services to meet the green building standards similar to USGBC LEED Gold standards.

Nicklaus Children's Hospital (NCH) Tomotherapy Building Site Design -

Provided site plan coordination, landscape architecture/irrigation and civil engineering site design, including site civil and utility infrastructure construction document preparation and agency permitting, site civil bidding assistance, permitting, as well as pre-construction services and construction administration. Tree mitigation services involve the creation of a tree inventory plan and preparation of a tree removal permit application.

United States Department of Veterans Affairs (VA) South Florida National Cemetery - Prime consultant

leading the team in the development of this 313-acre National Cemetery, located in western Palm Beach County. The project includes a maintenance complex and an administration building with public information center, extensive wetland preservation in conjunction with the overall stormwater management system, in ground and columbaria burial areas, committal shelters, roadways, parking, and water treatment and septic systems. Services included master planning, engineering design, landscape architecture, surveying, traffic engineering, environmental services, master central controlled irrigation system design and construction period services.

Miami Beach Ballet and Workforce Housing - 79,000 SF, 80-unit, 7-story building containing ballet student dorms with common areas and retail space, as approved by the Historic Preservation Board. Miller-Legg has been retained for surveying, site civil and utility infrastructure engineering, landscape architecture and irrigation, bidding assistance and construction observation services.

Florida International University (FIU) Tamiami Hall -

Provided on-site and off-site civil engineering and landscape architecture design documentation, implementation and permitting services associated with the design of the new housing complex on the south end of the Modesto Maidique campus adjacent to Tamiami Park. Topographic and tree surveying and SUE were also provided. The project was a 656-bed student residential facility including support offices and spaces, with parking for 300 cars, and was built to a minimum of LEED Silver certification.

Florida International University (FIU) Student Academic Success Center -

The 4-story, 80,000 SF Center was designed to update and centralize essential student support services including admissions, advising, financial aid, tutoring, study rooms and counseling. Miller Legg provided landscape architecture services including design development, irrigation and construction administration as part of the design team. The new building was delivered through cm@r.

Years of Experience: 20
Years With the Firm: 15

Registrations & Certifications:

Registered Landscape Architect, FL, 2014
Certified Arborist, FL, 2018
FDOT Intermediate Maintenance of Traffic, FL, 2019

Education:

Bachelor of Landscape Architecture, Minor in Environmental Sciences
University of Florida, 2004

Continuing Education:

FDOT LAP Training Certificate, 2018
FDOT Specifications Package Preparation Training Certificate, 2017
RainBird Landscape Irrigation Design Process Certificate, 2018

Professional & Civic Activities:

Member, American Society of Landscape Architects
Member, International Society of Arboriculture



Years of Experience: 18

Years With the Firm: 18

Registrations & Certifications:

FDOT Intermediate Maintenance of Traffic, FL, 2013

Education:

Bachelor of Landscape Architecture
University of Florida, 2006

Continuing Education:

FDOT Specifications Package
Preparation Training, 2017

Professional & Civic Activities:

Member, Alpha Rho Chi, National
Professional Honor Society
Associate Member, American Society
of Landscape Architects

Nelson Perez

Landscape Designer

Professional Experience:

Mr. Perez is a Landscape Designer responsible for landscape architectural design for a variety of public and private projects including educational facilities, streetscape/roadway projects, all aspects of active and passive park design, as well as residential and commercial projects.

Relevant Project Experience:

School Board of Broward County (SBBC) Cooper City High School - Miller Legg served as a subconsultant to MC Harry & Associates for a 36,000-SF cafeteria building, adjacent sidewalks and covered walk assemblies, a new 6,000-SF central chiller/utility plant building and a new staff parking lots. Services provided included: landscape, tree removal/mitigation and irrigation design; site civil engineering design, including stormwater, sanitary sewer, lift station, force main, fire mains, domestic water and fire pump connections; sketch and legal descriptions; and construction observation services.

Broward College (BC) North Campus Student Services Building Plaza Hardscape - Miller Legg provided landscape architectural and engineering services for development of a hardscape design including incorporation of existing features, the addition of shade structures and campus linear sculpture at Broward College North Campus Student Services Building. Elements include providing schematic designs, preparation of plans and construction documents, and assistance with bidding, construction observation and required permitting. Additionally, Miller Legg provided designs for hardscape, pedestrian experience, permitting, pavers, and walkways. This 84,800 SF project was

performed under our continuing services contract.

School Board of Broward County (SBBC) Northeast High School Kitchen - Miller Legg served as subconsultant to MC Harry & Associates for a cafeteria building, adjacent sidewalks, covered walkways and service area. Services provided included: landscape design; tree removal/relocation; irrigation design, site civil engineering design including fire main, fire sprinkler connection, domestic water, stormwater management and sanitary sewer; and construction observation services.

Seminole Tribe of Florida (STOF) Immokalee Reservation Preschool, Community Center and Adjacent Roadway Design - Miller Legg performed civil engineering, surveying, landscape architecture, irrigation and construction observation services for a 4-acre site in the Immokalee Reservation of the Seminole Tribe of Florida. The on-site design included paving, grading, drainage, water, sewer, signing and marking, and pollution prevention plans for the project. Water quality and quantity calculations and design were considered and submitted to the Criteria of the Seminole Water Rights Compact. The project included the design of a 1000-LF segment of the adjacent spine road, including roadway drainage interconnect culverts, water main and gravity sewer design connecting to a master lift station for the neighborhood.



Years of Experience: 7

Years With the Firm: 6

Education:

Master of Landscape Architecture
Florida International University, 2018
Bachelor of Arts, Urban Design
Florida Atlantic University, 2014

Continuing Education:

Crime Prevention Through Environmental Design Practitioner Seminar, 2013
Green Building and Sustainable Development Course, 2013

Publications & Presentations:

Davie-Cooper City Chamber of Commerce, Women's Role in Parks and Recreation, 6/13/23, Speaker

Professional & Civic Activities:

Associate Member, American Society of Landscape Architecture
Member, Davie-Cooper City Chamber of Commerce Women in Business Committee
Member, Florida Recreation and Park Association

Liudmila Fuentes, MLA

Landscape Designer / Recreational Planner

Professional Experience:

Ms. Fuentes is a Recreational Planner and Landscape Designer supporting the firm's projects including those in the public sector such as Florida municipalities and the Florida Department of Transportation. Her experience includes landscape design, parks master planning and hardscape design with vast experience in the planning, public outreach, County and municipal collaboration, and specialized subconsultants' coordination required for the success of Parks and Recreation Master Plans, including assistance in CAPRA re-accreditation.

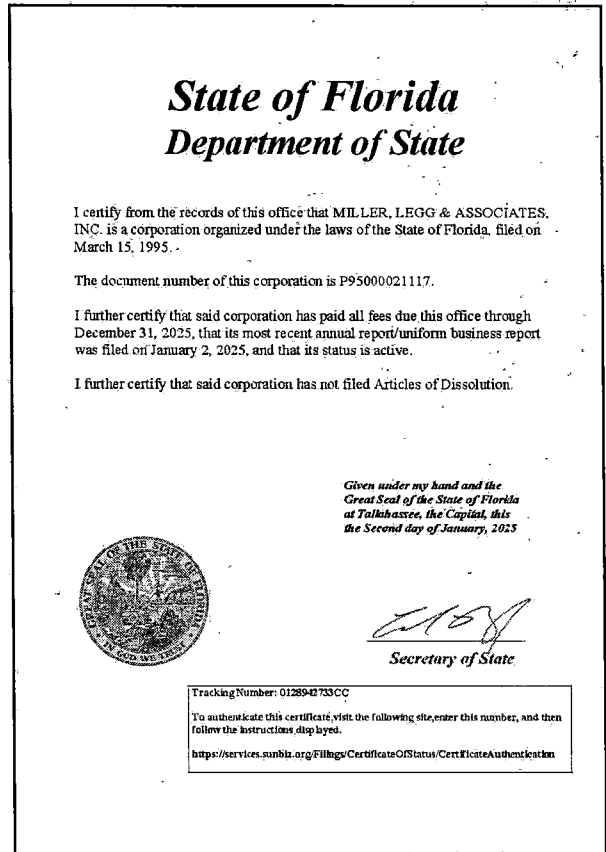
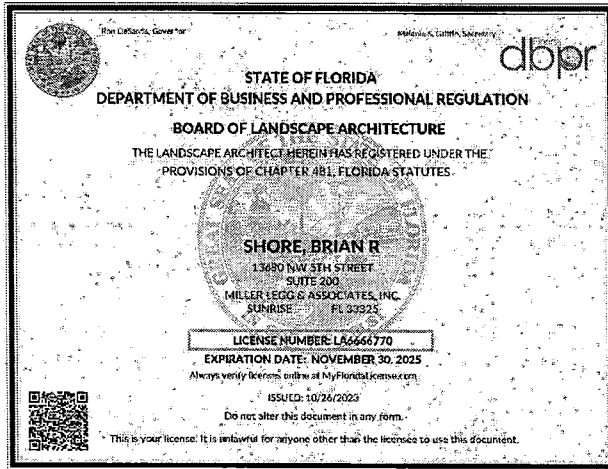
Relevant Project Experience:

Greater Boca Raton Beach and Parks District North Park (f/k/a Ocean Breeze) Master Plan - Miller Legg prepared a Master Plan for North Park which reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed North Park's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg is currently preparing the design documents for North Park.

Greater Boca Raton Beach and Parks District North Park (f/k/a Ocean Breeze) Hills and Trails Design Services - Miller Legg is providing surveying, environmental, geotechnical, architectural, civil engineering, landscape architecture, lighting and permitting assistance services for the Site Plan Preparation, Design and Permitting of Phases 1 and 2 of the Northeast (Hills) and Southeast (Trails) quadrants of the proposed North Park. In the North parcel, the design entitles a multipurpose trail, mountain bike/hiking trail, 30,000 SF community garden, 2.1-acre dog park, 24,000 SF playground, two (2) restrooms, and two parking areas. In the South parcel, design work will be for a multipurpose trail, mountain bike/hiking trail, 17,000 SF playground, one (1) restroom, and one parking area. Supporting infrastructure for these facilities will be a part of the design as well.

Palm Beach County (PBC) Housing Resource Center - Palm Beach County developed a second Housing Resource Center just over 4.5 acres in size in the City of Lake Worth. The Housing Center's mission is to provide access to safe and decent housing as an effective emergency shelter. Part of the design was an open field surrounded by a fitness trail and fitness stations that provide exercise opportunities. As part of the OLC architectural team, Miller Legg provided landscape architecture design and permitting services. The scope incorporated landscape planting and irrigation design, which included a community garden area. Permitting was coordinated with Palm Beach County. Miller Legg's work effort spanned preliminary design through construction documents, bidding, and construction administration.

PROFESSIONAL LICENSES



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

LICENSEE SEARCH OPTIONS 8:34:01 AM 1/2/2025

Data Contained In Search Results Is Current As Of 01/03/2025 07:23 AM.

Search Results - 4 Records

Please see our glossary of terms for an explanation of the license status shown in these search results. For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	MILLER LEGG	DBA	7318 Registry	Current
Registered Landscape Architect	MILLER LEGG & ASSOCIATES, INC.	DBA	LA0001356 Landscape Arc	Current, Active 11/30/2025
Landscape Architecture Business Information	MILLER LEGG & ASSOCIATES, INC.	Primary	Business Info	Current, Active
Engineering Business Registry	MILLER, LEGG & ASSOCIATES, INC.	Primary	7318 Registry	Current

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



CAM #26-0347
Exhibit 9
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PROJECT EXPERIENCE



City of Miami Gardens Rolling Oaks Regional Park

Miami Gardens, Florida

Renovations of Rolling Oaks Regional Park include construction of a new one-story 4,000 SF recreation building, renovated restroom facilities, expansion of walking trail with lighting, distance marker, and exercise stations, new pavilions, new parking lot, refurbished basketball and tennis courts, new fencing, new shaded playgrounds, new landscaping and irrigation, addition of horseshoe pits, sand volleyball, mini golf and splashpad, and video system and WiFi. Miller Legg is providing civil engineering, landscape architecture, surveying and SUE services for this 40-acre park as a subconsultant to Synalowski, Romanik and Saye Architects. The civil scope includes design of a lift station and on-site force main extension to service the proposed Welcome Center. An arborist assessment of existing trees and palms was carried out as part of the landscape architecture services.

Clients: City of Miami Gardens
Synalowski Romanik & Saye (SRS)
Fees: \$300,750
Completed: Ongoing



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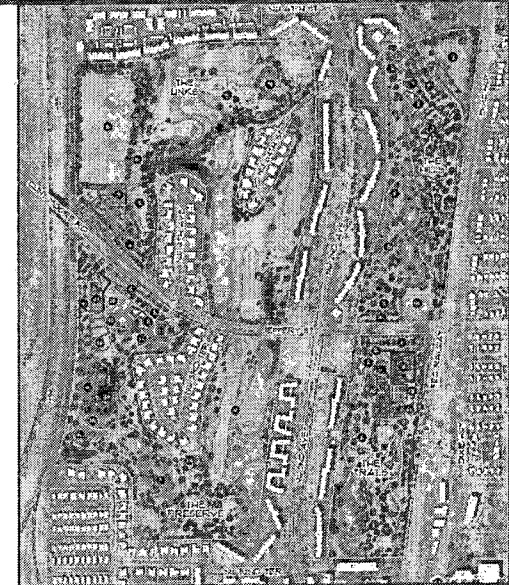
Greater Boca Raton Beach and Parks District Ocean Breeze Master Plan

Boca Raton, Florida

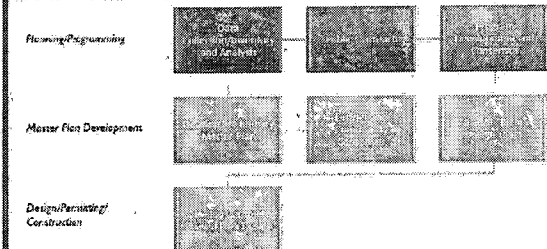
Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPB) to prepare a Master Plan for Ocean Breeze Park, site of the former Boca Tecca Country Club and Golf Course. The Master Plan reflected the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed Ocean Breeze's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open field/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities.

Having completed the Master Plan phase, Miller Legg is currently working on Phase I of the Ocean Breeze Park providing civil engineering, landscape architecture, planning, environmental among other services.

Client: Greater Boca Raton Beach & Park District
Fees: \$286,250
Completed: 11/2022



APPROACH PROCESS



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Dante Alvarez, CGC

LEAD ESTIMATOR & CHANGE MANAGER



PROFESSIONAL BACKGROUND

Dante Alvarez is a Construction Management Professional and certified General Contractor with over 13 years of proven leadership and Project Management abilities developed multi-disciplined cost estimates from a range of projects large and small while working with leading members of the construction and development community. Having both field and office experience on a variety of project size and scopes has provided an extensive knowledge base that affords the ability to arrive at creative and unique solutions to modern construction and development issues.

Years of Experience

13+

Areas of Expertise

Estimating/Bidding
Change Management
Construction & Contract Administration
Surveying
Project Management

Types of Projects

Commercial
Education
Residential

Licenses/Certification

Certified General Contractor
C1520888

OSHA30hr Safety (Multiple)

Education

MS Construction Management,
Florida International University

BS Construction Management,
Florida International University

Software & Systems

Primavera
Strategic Planning
Corecon
UDA Technologies
On-Screen Takeoff
AutoCAD
Procore
MCSquared
CMIC
Planswift
ISqFt

EXPERIENCE

Capital Improvement Program, Miami-Dade College, Miami, Florida

Chief Estimator and Controls Lead. MDC's Capital Improvement Program (CIP) is over \$700 million multi-year plan for new construction, remodeling and renovation of over 66 projects and related land/facilities acquisition at each of the College's eight campuses and one permanent center. Responsibilities include supervising the estimating and controls group, budget validation, estimating and reconciliation, change management, review and negotiations, and project status reporting. Project scope includes new buildings and renovation, HVAC, electrical, plumbing, low voltage, and commercial finishes.

James S. Rickards Middle School, Broward County Public Schools, Fort Lauderdale, FL

Chief Estimator. The \$84M project is to include the replacement of the main campus facilities with exception of buildings 2 and building 5 while the campus is partially occupied. The facility will consist of a new multi-story middle school facility re-use from Ammons Middle School includes offices, cafeteria, kitchen, labs, classrooms, media center, exterior covered crosswalks along with a new gymnasium and locker room facility re-use from parkway middle school. Responsible to provide an estimate for the 100% design development which includes demolition of the existing building and asphalt paving, erosion control, water main, fire-main, sanitary sewer, and drainage installations and the installation of new asphalt, concrete paving, landscaping and irrigation components.

Emerald Construction Corp., Dania Beach, Florida

Director Preconstruction. Department head in charge of all Preconstruction activities including but not limited to estimating, purchasing, securing hard-bids, contract negotiations, assigning preconstruction personnel (estimators, schedulers, marketing personnel) to projects for completion. Oversee all buyout and finalized contracts for estimated projects going into operations. Average project value of \$40 Million for Commercial Areas and Renovations, Municipal Projects including Transit, High-End Single-Family Homes, Multifamily Units and Office Buildouts.

AHS Development, Miami, FL

Chief Estimator and Controls Lead. Multifamily developments including predesign development work with project values of \$28Million. Produced Preliminary budgets for development proformas as well as oversee all quantity take offs, subcontractor bidding, subcontractor descopeing and contracting across all projects and project teams. Prepared Construction Schedule Baselines for implementation of all new development projects from predevelopment phases through construction ending in project stabilization.

Reef Tropical Pool Construction, Key Largo, FL

Chief Estimator and Project Manager. Subcontracted Pool Construction Work - Average Project Value \$1.5Million. Office system Integration between field and office including organization process implementation. Government and High-End Private Project Management. Oversight and direct estimating of high value projects with a high success rate.

L.P. Cook Construction Company, Miami Beach, FL

Estimator/Site Manager. Average Project Value \$1 Million. Worked with subcontractor requests in field as well as project management development of books, paperwork and other interactions. Relation building with Subcontractor, Architect, and Governmental Agencies. Project Development and coordination for new bids, commercial and residential.



Julian G. Ortega, PSP, LEED-AP

SCHEDULING MANAGER



Years of Experience

27+

Areas of Expertise

Project & Construction Management
Program & Construction Scheduling
Claims Evaluation & Analysis
Contract Administration
Financial & Budget Management
Cost Engineering
Risk Management

Types of Projects

Aviation
Port & Marine
Transit
Governmental & Institutional
Educational
Water and Wastewater

Licenses/Certification

PSP - Planning & Scheduling Professional
CCC - Certified Cost Consultant
EVP - Certified Earned Value Professional
LEED® AP - U.S. Green Building Council
SAFETY - OSHA 30-Hour Certified

Education

MBA, Florida International University
2007

BS, Construction Management, Western
Michigan University 1996

Software & Systems

Primavera P6
MS Project
Schedule Analyzer Pro, Acumen
Zimmer
Expedition
Prolog/Proliance

PROFESSIONAL BACKGROUND

Julian has a wide spectrum of experience in the engineering & construction industry for over 27 years specializing in project controls and project management including an extensive knowledge of CPM scheduling on very large and complex programs. He has led key roles on many multi-billion-dollar programs in airports, ports, water & wastewater, power plants, manufacturing facilities and commercial and residential construction.

He also has experience in several project delivery methods ranging from Program Management to Design-Build, including CM at Risk and for fee. Some of his specific skill sets includes overall project planning, construction phasing, program and construction scheduling, contracts management, change management, claims/dispute resolution, risk management, and quality assurance/quality control. He has developed construction procedures, processes, systems and has also been involved with a number of claims analysis, value engineering and constructability studies.

EXPERIENCE

Premium Mobility Program, Broward County Transit, Ft Lauderdale, Florida

Scheduling Manager

Broward County Transportation Department's (BCT) \$4.4 Billion Capital Projects under the ambitious and challenging PREMO (Premium Mobility) Plan are funded by a 30-year Transportation Surtax to provide for various Capital Projects including approximately 32.6 miles of Light Rail Transit (LRT) and Commuter Rail, 150 miles of Bus Rapid Transit (BRT), new transit service systemwide. Responsibilities includes developing and managing Program Master Schedule and cashflow, provide monthly tracking and reporting, review of contractor baselines and monthly updates, claims review and support and propose recovery plans, monitor and report cash flows, variances and forecasts.

Terminal 5, Ft Lauderdale Hollywood International Airport, Broward County, Florida

Scheduling and QA/QC Manager

The new \$250-Million Terminal 5 project includes 180,000 SF of new terminal space with passenger processing, hold rooms and concessions, 5 domestic gates, connector to Terminal 4 and Concourse G with associated landside, apron, and aircraft parking work.

Responsibilities includes developing and managing planning, design and construction schedule, provide monthly tracking and reporting, review of contractor baselines and monthly updates, claims review and support and propose recovery plans, monitor and report cash flows, variances and forecasts.

Capital Improvement Program, Dallas-Ft Worth International Airport, Texas

Controls Manager

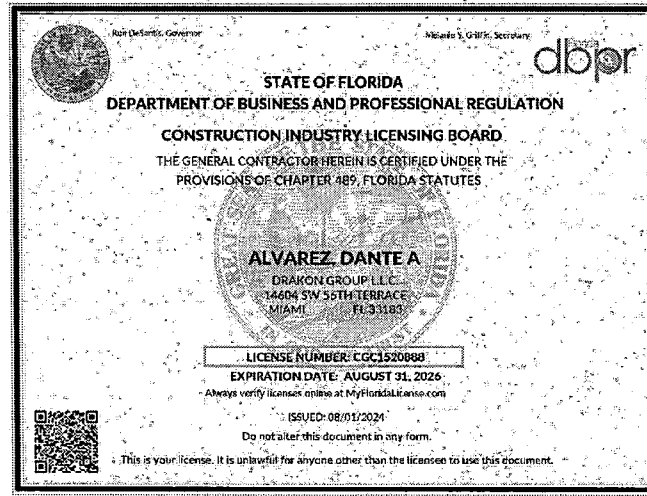
Responsible for developing conceptual schedules and presentations for multi-billion new Terminal concepts and provide technical expertise and guidance to the Controls Group at DFW's Design, Code and Construction to manage the \$3 billion program includes a new International Terminal and over 140 projects to upgrade and improve the existing terminals, runways, utilities, and airport systems. PCI services include Estimating, VE, Scheduling, Phasing, Sequencing, Cost Engineering, Change Management, and the PMO.

Cruise Terminals B, F and V, Port of Miami, Miami-Dade, Florida

Scheduling Manager

The \$1 billion CIP is to renovate and build several new Cruise Terminals including - 1) CT-B - \$200 Million 166,500 SF Terminal for Norwegian Cruise Lines; 2) CT-F - \$120 Million Expansion and Berthing Re-alignment Program to accommodate CCL's XL 7,000 passenger vessel; 3) CT-V - \$158 Million Virgin Voyages Terminal.

PROFESSIONAL LICENSES



AAEC CERTIFICATION INSTITUTE



This certifies that

Julian G Ortega

having given satisfactory evidence of qualifications and fitness, is hereby certified as a

Planning & Scheduling Professional

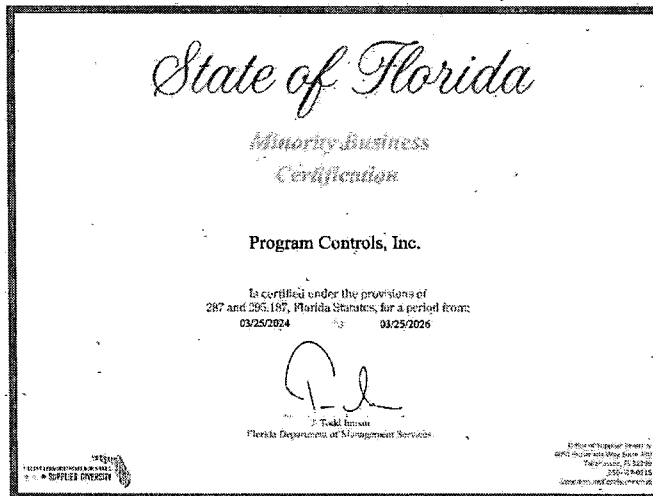
Originally certified: January 28, 2021 - Certificate Number: PSP-2221

Maria
 Maria Reyes-Garcia, CAE
 Executive Director/Chief Executive Officer

Charles E. Boland, Jr.
 Charles E. Boland, Jr., CPO, PMP, PACE Fellow, LLC
 Chair, Certification Board

Issue Date: April 13, 2025
 In Witness Whereof Our Hand and Seal
 I, Andrea J. Pappas, CAE, ATCF
 AAECI-2025

certification@aaeci.org | +1.304.256.8444




CITY OF FORT LAUDERDALE
 ARCHITECTURAL CONTINUING SERVICES
 RFQ NO. 456



CAM #26-0347
 Exhibit 9
 Page 50 of 90

PROJECT EXPERIENCE



PCI
PROGRAM CONTROLS INC.
Raleigh, Subconsultant

PROSPECT LAKE (FIVEASH) WATER TREATMENT PLANT REPLACEMENT PROJECT
City of Fort Lauderdale
Fort Lauderdale, FL

Project Owner:
City of Fort Lauderdale

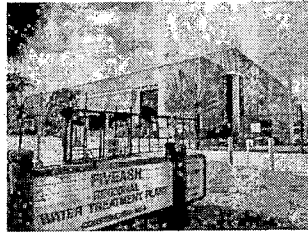
Project Cost:
\$670M

Start/Finish Date:
01-2022/10-2026

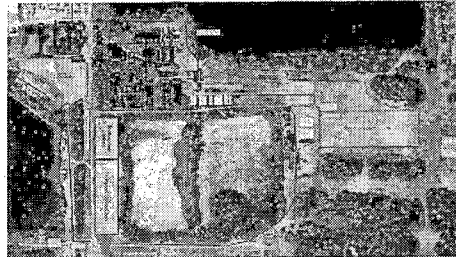
Reference:
Janeen M. Wietgrele, PE, PMP
Associate Vice President
954-987-0066
jwietgrele@hazenandswyer.com

Contract Administration | Scheduling

PROJECT SCOPE SUMMARY: The new water treatment plant is envisioned to produce up to 54 MGD as maximum daily demand utilizing a water treatment process consisting of a combination of nanofiltration and ion exchange to produce potable water meeting the finished water quality goals. Prospect Lake Clean Water Center is a \$666 million P3 project to build, operate and maintain a state-of-the-art, membrane-based water treatment facility that will replace the City's aging Fiveash Regional Water Treatment Plant.




FIRM'S INVOLVEMENT: The Owner's Representative coordinates all Project matters during the planning, design, construction, commissioning, switchover, decommissioning and close-out phases and overseeing the successful delivery of the Project. PCI is responsible for all program controls functions as well as providing crucial support for planning, program management and construction management functions. Responsibilities also include performing contract administration, tracking and maintaining project schedule; track and control baselines; identification of issues affecting program schedules; recommend solutions and corrective actions to the management.



Our scope of services include:

- Planning and Programming (Develop work breakdown structure, validate schedules)
- Scheduling and Cashflow (project schedule, monthly tracking and reporting, review of contractor baselines and monthly updates, claims review and support and propose recovery plans)



PCI
PROGRAM CONTROLS INC.

VERTICAL INTEGRATED PROGRAM MANAGEMENT FOR TRANSIT CAPITAL PROJECTS
Broward County Transportation Department (BCT)
Broward, FL

Project Owner:
Broward County Transportation Department (BCT)

Project Size:
LRT-32.6 miles & BRT-150 miles

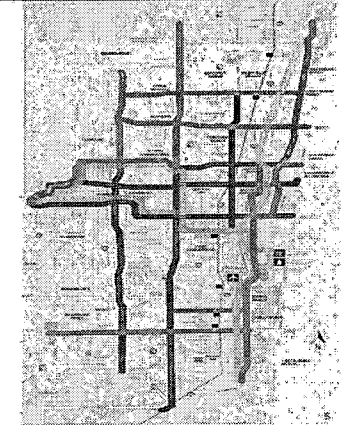
Project Cost:
\$4.4 Billion

Start/Finish Date:
2024-2029

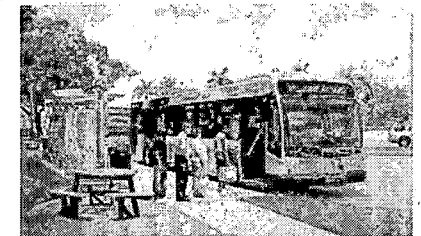
Reference:
Brandy Creed, P.E.
Program Director - Jacobs
954-559-7957
brandy.creed@jacobs.com

Scheduling | Cost Estimating | Dashboard

PROJECT SCOPE SUMMARY: Broward County Transportation Department's (BCT) \$4.4 Billion Capital Projects under the ambitious and challenging PREMO (Premium Mobility) Plan are funded by a 30-year Transportation Surtax that provides local funds for transportation projects. The PREMO Plan provides for various Capital Projects including approximately 32.6 miles of Light Rail Transit (LRT) and Commuter Rail, 150 miles of Bus Rapid Transit (BRT), new transit service systemwide, new local bus routes, realignment and extension of existing fixed bus routes, expansion of the community shuttle program, new Mobility on Demand (MOD) service, and other multimodal investments and transit facility expansions and improvements



FIRM'S INVOLVEMENT: PCI role is to provide program controls support including scheduling, cost, and dashboard reporting as part of the Program Management Team. The team is responsible for providing services to develop Program Management Plan, processes and provide support and oversight for the Capital Projects under the PREMO Plan.





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APPROACH TO SCOPE OF WORK

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

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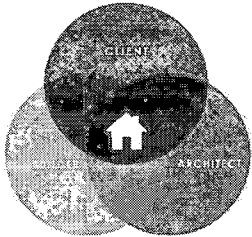
PROJECT APPROACH & METHODOLOGY

R.E. Chisholm Architects, Inc. approach to design challenges and methodologies are listed herein, because our firm's philosophies, methodologies and procedures are *SHARED VALUES* which we hold as the basic foundation for successful professional service delivery.

OUR OBJECTIVES are to understand the project program, the objectives of the client, the constraints and opportunities affecting the codes and regulations, the timeliness and budgets, and project delivery system. Once parameters are documented, understood, and organized, then concepts, design, design development and the construction documents are undertaken.



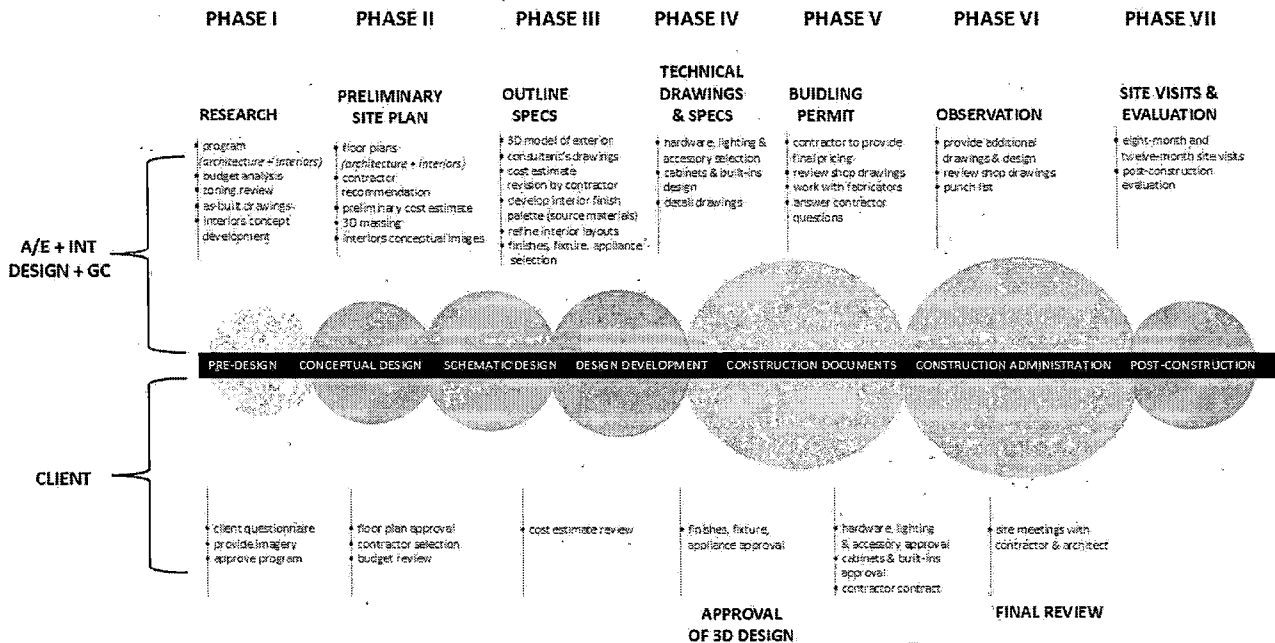
After this is accomplished and secure and all the Construction Documents are completed, checked, and approved, then the official Building Permit process and construction begins. One might say that there is nothing "innovative" about this approach, but the clear and present objective when dealing with the client and the public is to be transparent and communicative in meeting their needs and expectations for services delivery.



We have extensive experience in both public and private assessments of needs, project definition, presentations, and delivery. This experience spans from 1973 on a personal level, and since 1978 for our firm. **R.E. Chisholm Architects, Inc.**, along with our consulting team, employs standard industry management techniques, with a focus on DASHBOARD reporting and ensuring accountability for meeting project program requirements.

CROSS-FUNCTIONAL Teaming is a key approach to a multi-disciplinary team with key responsibilities and assignments. The approach to any and all projects is the standard but enhanced (through documentation) Design and Construction industry approach. The foundation for this approach to the practice of architecture is sound and proven to be effective. The success is based on maintaining discipline and executing the scheduled procedures and deliverables as outlined in the **QA/QC** procedures which include (16) sections / SD, (31) sections / DD and (31) sections / CDs for a comprehensive process to achieve accuracy and excellence in project documentation.

The initial organization of a project includes establishing timelines, budgets, task responsibilities, and communication lines within the team. We then proceed through program development, concept design, and schematic design while regularly updating the project team and client on the schedule and budget DASHBOARD. This also involves identifying any potential issues and providing recommendations for possible solutions and alternatives. Chisholm Architects and its Principals have extensive and successful experience in Public Presentations, Consensus Building, Neighborhood and Community Charettes, and presentations to private sector, governing bodies, and regulatory agencies.



CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



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PROJECT APPROACH & METHODOLOGY

PHASE 1 PRE-DESIGN

This phase studies and develops the constraints of the project. Research of applicable codes and ordinances, analysis of existing building conditions, development of program requirements, and discussion and study of related issues that pertain to the design of the project.

SERVICES:

1. Owner-supplied Data Coordination.
2. Agency Consulting/Review/Approval.
3. Project Programming.
4. Schematics/Flow Diagrams.
5. Project Scheduling and Budget Shareholder Report

PHASE 2 CONCEPTUAL DESIGN

This phase develops an overall concept through a comprehensive incorporation of the information obtained, reviewed, and accepted as part of the pre-design phase. This phase graphically develops of a conceptual and general site plan, exterior elevations and building structure and systems for review.

SERVICES:

1. Owner-supplied Data Coordination.
2. Agency Consulting/Review/Approval.
3. Site Analysis and Planning.
4. Detailed Site Utilization
5. On-Site/Off-Site Utility Studies.
6. Environmental Studies.

PHASE 3 SCHEMATIC DESIGN

This phase develops the approved Conceptual Design. In addition, we also evaluate the various technical requirements needed for the project. Site utilities and drainage requirements are determined. Appropriate structural, HVAC, electrical and fire systems are reviewed.

SERVICES:

1. Project Administration.
2. Disciplines Coordination/Document Checking.
3. Agency Review/Approval.
4. Owner-supplied Data Coordination.
5. Architectural Design/Documentation.
 - Conceptual site/building plans.
 - Preliminary sections/elevations.
 - Preliminary building systems/materials.
 - Development of approximate dimensions, volumes.
 - Three-dimensional sketch(es) and study models.
6. Landscape Design.
7. Materials Research/Specifications.
8. Project Time Scheduling.
9. Estimate of Probable Construction Cost/EPCC.
10. Presentations as requested.



PHASE 4 DESIGN DEVELOPMENT

This phase begins the process in which the necessary detail and coordination of the building design and systems occurs with the various disciplines. Systems are reviewed and solutions incorporated to meet the project program.

SERVICES:

1. Disciplines Coordination/Document Checking.
2. Agency Consulting/Review/Approval.
3. Owner-supplied Data Coordination.
4. Architectural Design/Documentation.
 - Plans, sections, and elevations.
 - Typical construction details.
 - Three-dimensional sketch(es).
 - Study model(s).
 - Final materials selections and Equipment layouts.
5. Materials Research/Specifications.
6. Project Development Scheduling.
7. Statement of Probable Construction Cost.
8. Presentations.
9. Project Administration



PROJECT APPROACH & METHODOLOGY

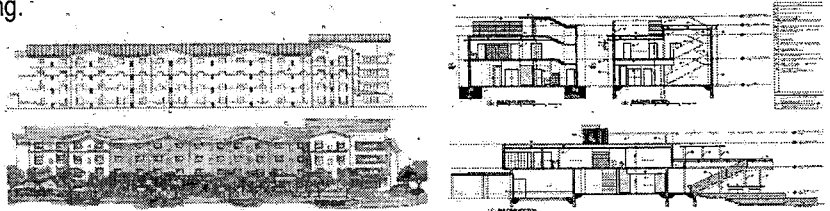
PHASE 5 CONSTRUCTION DOCUMENTS

Final architectural/engineering design into written instruction: for bidding, permitting and construction.

- QA/QC is maintained through coordination between A/E disciplines and the General Contractor.
- Conflicts are identified.
- To further clarify the design intent, three dimensional sections and details can be created of especially difficult areas.
- Upon completion, the cost documents are submitted for building permit.

SERVICES:

1. Disciplines Coordination/Document Checking.
2. Agency Consulting/Review/Approval.
3. Owner-supplied Data Coordination.
4. Architectural Design/Documentation.
5. Materials Research/Specifications.
6. Construction Cost Estimate.
7. Private/Public Presentations.
8. Construction Administration.



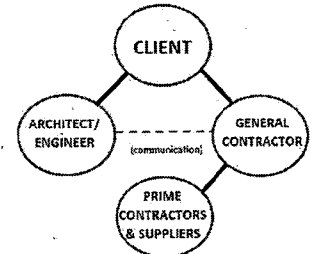
PHASE 6 CONSTRUCTION ADMINISTRATION

The A/E team on behalf of the owner will visit the site to confirm that the project is being constructed according to the construction drawings and design intent. Review the General Contractor's draw requisitions, RFIs, and shop drawings.

- Ensure that deviations from the contract documents are corrected, or if accepted, any impact to the original intent is understood by all parties.
- Coordination of the Owner supplied data, evaluation of the quality of work, and determination of the value of work performed are reviewed.
- Issue field advisories/directives as needed to clarify the work described in the contract documents.
- Attend final completion field review.

SERVICES:

1. Project Administration – Office and Field.
2. Disciplines Coordination/Document Checking.
3. Owner-supplied Data Coordination.
4. Owner Representation.
5. Supplemental Documents.
6. Quotation Request/Change Orders.
7. Project Schedule Monitoring.
8. Project Closeout.



PHASE 7 POSTCONSTRUCTION

Our involvement with the project does not end after certificate of occupancy.

- Coordination of the final set of project record drawings, to be used by the Owner, will be produced in collaboration with the General Contractor.
- Eight month and twelve-month site visits for verification that the systems installed are operating as designed.
- A post construction evaluation of how the building is utilized and performing to verify that the project program intent is achieved or determine if corrective action is required.

SERVICES:

1. Disciplines Coordination/Document Checking.
2. Owner-supplied Data Coordination.
3. Maintenance and Operational Programming.
4. Project Record Drawings.
5. Warranty Review.
6. Post-Construction Evaluation.



PROJECT APPROACH & METHODOLOGY

ALTERNATIVE DELIVERY METHODS

The main advantage of the alternative project delivery methods that consist of hybrid variations of the competitive bidding, Construction Management at Risk, Design/Build process are that they offer the client a single contract and single point of accountability for the design and construction of the project.

The Design and Construction industry has been around for a long time, and with that there are dependable industry standards.

Although Technology and Codes lead to occasional changes, the basic principles stay the same. The most important thing to understand is that getting a project designed and built is a process that takes time. Decisions are not made all at once, but throughout the course of a project. Accordingly, timelines are critical and must be adhered to.

- Building codes, design and construction standards.
- Industry standards, Codes, and Regulations.
- Economic criteria for evaluating design options.
- Input from client shareholders engineering and operational staff.

UNDERSTANDING PROJECT APPROACH

REC understands the Scope of Work and will comply with plans, narratives, guiding principles, design objectives, technical specifications and deliverable schedule for submissions established. The process always develops alternative strategies that we are prepared to confront through a dialogue that focuses on both qualitative and quantitative issues and arrives at a consensus.

While we can imagine alternatives, we also understand the detailed analysis and decision-making of the individual work efforts: 1) Evaluating the designated area and its intended use, 2) Performing modeling to design an area available for observation from the general public, 3) Providing Development plans, identifying materials and including cost estimating and 4) Managing the overall project development.

Addressing the primary tasks, we would begin by meeting with our clients to confirm their goals and objectives for the assigned projects, then assess the condition of the existing area, and with the body of knowledge presented in previous documents, we will proceed to propose recommendations to the tasked items.

The project leadership that **Chisholm Architects** provides, based on past projects, is pertinent in the provision of services such as time schedules, attention to detail, schematic design, design development and complete specifications, dry-run permitting/regulatory review, oversight of the construction bidding process, construction administration, adherence to building codes, reporting to the project manager, and managing the budget status and time at every phase of the work.

Service to, and communication with, the Client is the most important aspect of the process. The Design team works together with the Client from the beginning of the project to provide comprehensive design solutions with the direct involvement of all disciplines throughout the design process.



PROJECT APPROACH & METHODOLOGY

VALUE ENGINEERING

Value Engineering is a systematic process designed to focus and improve upon the major elements of projects. We at Chisholm Architects will employ a multi-disciplined team of experts to develop recommendations aimed at improving the value of the project during its early design phases should Value Engineering be necessary or required.

QA/QC QUALITY ASSURANCE AND CONTROL

Quality is the result of a cooperative partnership between the providers of project development services (Architecture/Engineering services and technical) and those responsible for Quality Assurance. Those responsible for Quality Assurance must review or audit these products and services to ensure the Quality Control efforts are achieving desired results. Those providing project development services must implement Quality Control to ensure that products and services meet or exceed expectations of quality.

Our team seeks the optimum blend of scheduling, performance, constructability, maintainability, environmental awareness, safety, and cost consciousness. As well as a management technique that uses a systematized approach to seek out the best functional balance between the cost, reliability, and performance of the project.

A **QUALITY ASSURANCE** review will involve representatives from all disciplines to review a list of project elements that are considered to represent the overall quality of the work.

QUALITY CONTROL is an ongoing deliberate process, planned and carried out by the provider of design services.

A Quality Control (QA/QC) process must adhere to three basic principles:

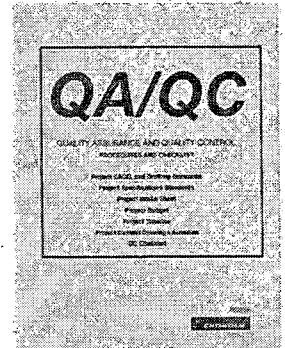
1. Prevent errors from being introduced, at least as much effort should be placed in preventing errors as in finding the errors later.
2. Ensure that errors are detected and corrected as early as possible. Therefore, quality controls, which include checking and back-checking procedures, must be implemented during all phases of the work.
3. Eliminate the causes of the errors as well as the errors themselves. By removing the cause, the quality process has been improved.

Quality control is based on:

- Quality control should ensure the work is done correctly the first time by focusing on preventing problems or errors rather than reacting to them.
- Quality is controlled by proper and adequate training, planning, coordination, supervision, and technical direction, proper definition and a clear understanding of job requirements.
- Quality is verified through checking, reviewing, and monitoring of work activities, with documentation by experienced individuals who are not directly responsible.

To implement a Quality Control plan, the A/E Project Manager:

- Selects and assigns qualified professionals to perform the project tasks.
- Assigns qualified specialists to oversee all elements of the work and carry out a consistent, deliberate program of quality control.
- Continually improves the quality process.
- Makes certain that all personnel involved in performing the work have a clear understanding of the scope and intent of the overall project, and the appropriate design criteria and environmental concerns, in order to ensure that the work product meets or exceeds the expectations of the client.
- Assures that designers and reviewers have a clear understanding of the work requirements, responsibilities, project schedule, deadlines, and completion dates.
- Arranges peer reviews to be conducted by qualified personnel outside of design team. Documents the quality control process properly, to the degree appropriate to each project.



PROJECT APPROACH & METHODOLOGY

TECHNOLOGICAL CAPABILITIES & AVAILABLE RESOURCES

At R.E. Chisholm Architects, Inc. we are committed to practical innovation and excellence and bring a focused approach to all services provided for the City of Fort Lauderdale. Our firm consistently demonstrates a commitment to applying the latest technologies and thoughtful approach to enhance the design, construction, and outcomes of all projects.

Our tools like Revit, Sketch Up, Auto Cad Architecture, Lumion, and Photoshop are essential to the design process. These software systems allow our architects and engineers to input design goals and specific parameters for performance or spatial requirements, materials, manufacturing methods, and cost constraints.

One of the key components of our quality assurance process is the implementation of design, construction, and post-construction checklists that comply with AIA standards.

NEW TECHNOLOGIES AND APPROACHES

Our team uses technologies, ensuring that our designs incorporate the latest advancements in the field. Chisholm Architects places a strong emphasis on digital technologies, employing Revit and Building Information Modeling (BIM) and virtual design and construction tools to streamline collaborations, reduce errors, verify technical precision, and optimize project coordination. We ensure that our architects are familiar with and trained to use the virtual design tools and software that we use in-house.

COST AND TIME EFFICIENCY

Value engineering ensures that there is minimal waste, and that cost savings are achieved without sacrificing the project's integrity or functionality. To expedite project timelines, we ensure that our construction team has extensive knowledge on construction techniques and can follow our project management method.

QUALITY ENHANCEMENT

Quality is the cornerstone of our service philosophy, and we continuously incorporate technology to elevate the standard of our work. We focus on design construction and materials that represent the best of industry standards for durability, sustainability, and resilience. By integrating advanced construction materials and methodologies, we are confident that the results stand as a testament to durability and longevity.

EASE OF CONSTRUCTION

At Chisholm Architects we do not underestimate the importance of a smooth construction phase. We implement construction techniques, including prefabrication and modular approaches into our A/E design to minimize and optimize the building process to its full potential.

DURABILITY AND MAINTENANCE

Low maintenance requirements of our building products are of great importance. We select materials that not only withstand the test of time but also require minimal upkeep, contributing to the sustainable and long-lasting nature of all our projects.

FUNCTIONALITY AND PROGRAMMING

Our design philosophy revolves around optimizing functionality and user experience. Our programming approach and solutions prioritize usability and accessibility, ensuring that any project serves as a dynamic and engaging project and remains usable and adaptable to current and future requirements.

FLEXIBILITY OF PERFORMANCE

Our commitment to flexibility and adaptability in service performance is important for our team and to understand all aspects of any project, including any changes. We assess how design elements respond to varying conditions and needs as they may or may not arise, ensuring that all projects remain active on the goals of the project vision.

TECHNOLOGY INTEGRATION

From infrastructure to sustainable energy, we research and evaluate technologies that align with project goals. Our ability to suggest and apply new technologies, coupled with a focus on ease of construction, durability, functionality, and future adaptability, positions us as the ideal partner for delivering a project that not only meets but exceeds the expectations of the City of Fort Lauderdale. Our commitment to innovation ensures that the park will stand as a testament to the seamless integration of cutting-edge technologies in contemporary architectural design and construction.



WORKLOAD & AVAILABILITY

Chisholm Architects and all Key personnel are readily available and are currently staffed to meet the future project needs of the City of Fort Lauderdale. Our team is capable to perform any additional work associated with a contract resulting from this RFQ within the required time frame.

CURRENT AND PROJECTED WORKLOAD	CURRENT PHASE	PROJECTED START OR COMPLETION
DESIGN		
MD-PROS - Kayak Launch (Multiple Locations) Parks and Recreation	Schematic Design	Construction Start November 2025
MDCPS – Chapman House Historic Renovation Historic Preservation / Institutional	Schematic Design	Construction Start June 2025
Miami Beach Housing Authority – (4) Unit Rehab Affordable Housing	Construction Documents	Construction Start August 2025
1433-1435 NW 1st Ct – 12 Unit Apts Housing	Construction Documents	Construction Start August 2025
1695 NW 1st Ct – 3 Unit Apts Housing	Construction Documents	Construction Start August 2025
1032 NW 32nd St – 3 Unit Apts Housing	Construction Documents	Construction Start August 2025
PERMITTING		
City of Miami – Douglas Park Community Center Parks and Recreation	Pre-Construction	Construction Start July 2025
CONSTRUCTION		
Related Group – Princeton Landings Apartments Multi-Family Residential	Construction	Construction Completion July 2025
Belen Sports Complex – Phase II Institutional	Construction	Construction Start / Finish August 2023 – June 2025
City of Miramar – Pickleball Courts Parks and Recreation	Construction	Construction Start January 2025
GNP – Animal Clinic Medical	Construction	Construction Start / Finish December 2023 – May 2025
UPCOMING		
Brightline – (2) Commuter Rail Stations Transit	On hold	TBD



WORKLOAD & AVAILABILITY

ARCHITECTURE / ENGINEERING MISC. CONTINUING SERVICES CONTRACTS

STATE AND FEDERAL

- 1. US Dept. of Agriculture / ECA (1991—Pres)
- 2. US Army Corps Of Engineers (2013—2016)



COUNTIES / GOVERNMENT AGENCIES

- 1. City of West Palm Beach CRA (2024—Pres)
- 2. Delray Beach CRA (2024—Pres)
- 3. Palm Beach County Housing Authority (2023—Pres)
- 4. Hialeah Housing Authority (2021—Pres)
- 5. Miami-Dade County EDP (2013—Pres)
- 6. Miami International Airport (1992—2008), (2016—Pres)
- 7. Miami-Dade County Parks, Rec. & Open Spaces (2001—Pres)
- 8. Miami-Dade County HUD (1983—1989)



MUNICIPALITIES

- 1. City of Hollywood (2024—Pres)
- 2. City of Aventura (2024—Pres)
- 3. Town of Surfside (2024—Pres)
- 4. City of North Miami Beach (2023—Pres)
- 5. Village of Biscayne Park (2023—Pres)
- 6. Miami Shores Village (2023—Pres)
- 7. Town of Southwest Ranches (2022—Pres)
- 8. City of Miramar (2022—Pres)
- 9. Village of Palmetto Bay (2021—Pres)
- 10. City of Miami Beach (2020—Pres)
- 11. City of Coral Gables (2019—Pres)
- 12. City of Miami (2012—Pres)
- 13. City of South Miami (2014—Pres)



CORPORATE & INSTITUTIONS

- 1. Seminole Tribe of Florida (2023—Pres)
- 2. Belen Jesuit Preparatory (2022—Pres)
- 3. Miami Dade College (1998—2004), (2017—Pres)
- 4. University of Miami (2013—Pres)
- 5. Miami-Dade County Public Schools (2013—Pres)
- 6. St. Augustine Church (2000—Pres)
- 7. Baptist Health (1998—Pres)
- 8. Affordable Housing Solutions / AHS (2013—2020)
- 9. Ocean Bank (2013—2020)
- 10. Norwegian Cruise Lines (2015—2019)
- 11. Gulliver Academy (2012—2016)
- 12. Gulliver Preparatory (2012—2016)
- 13. U.S. Century Bank (2002—2009)
- 14. Great Florida Bank (2001—2013)





6

HISTORY & PAST PERFORMANCE

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



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LIST OF MISCELLANEOUS & CONTINUING CONTRACTS

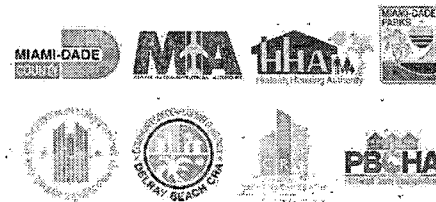
STATE AND FEDERAL

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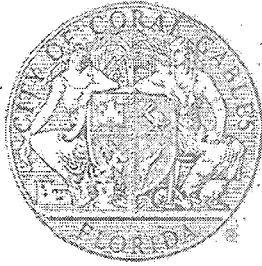


CORPORATE & INSTITUTIONS

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14. Great Florida Bank (2001—2013)



VENETIAN POOL
CORAL GABLES, FLORIDA



CLIENT
CITY OF CORAL GABLES

CONTACT
JEAN SOLARI
(305) 460-5053
JSOLARI@CORALGABLES.COM

SQUARE FEET
+/- 25,000 SF

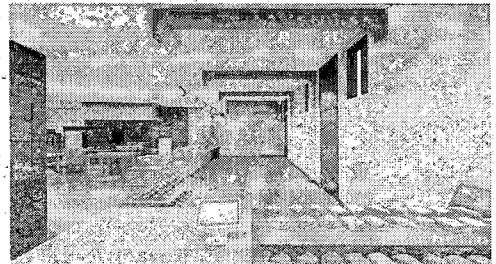
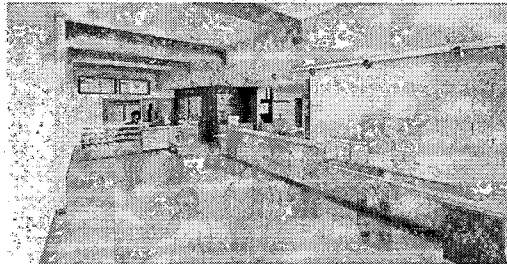
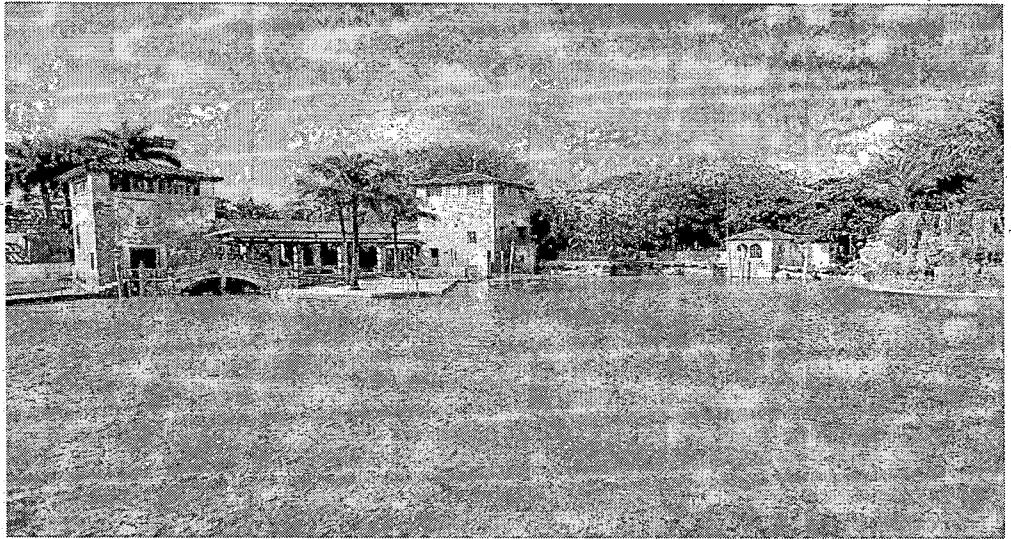
START / COMPLETED
2020 – ONGOING

PROJECT COST
\$1M

CHISHOLM RESPONSIBILITY
ARCHITECTURE AND ENGINEERING

LOCATION
2701 DE SOTO BLVD,
CORAL GABLES, FL 33134

TEAM
ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

Professional A&E services for the restoration and preservation of the historic Venetian Pool. This includes the renovation of the concessions building to enhance functionality and aesthetics, as well as the pool vessel and towers. Services performed under continuing contract with the City of Coral Gables (2019-Current).

Chisholm Architects currently has a continuing contract with the City of Coral Gables for A&E Services and another contract for Continuing A&E Preservation Services.



CHISHOLM
architects

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SILVER LAKES SPORTS COMPLEX

MIAMI, FLORIDA



CLIENT

CITY OF MIRAMAR
2200 CIVIC CENTER PLACE
MIRAMAR, FL 330125

CONTACT

MR. BILLY NEAL
(954)601-3344
BDNEAL@MIRAMARFL.GOV

SQUARE FEET

+/- 10,000 SF

START / COMPLETED

2023-ONGOING

PROJECT COST

\$400,000

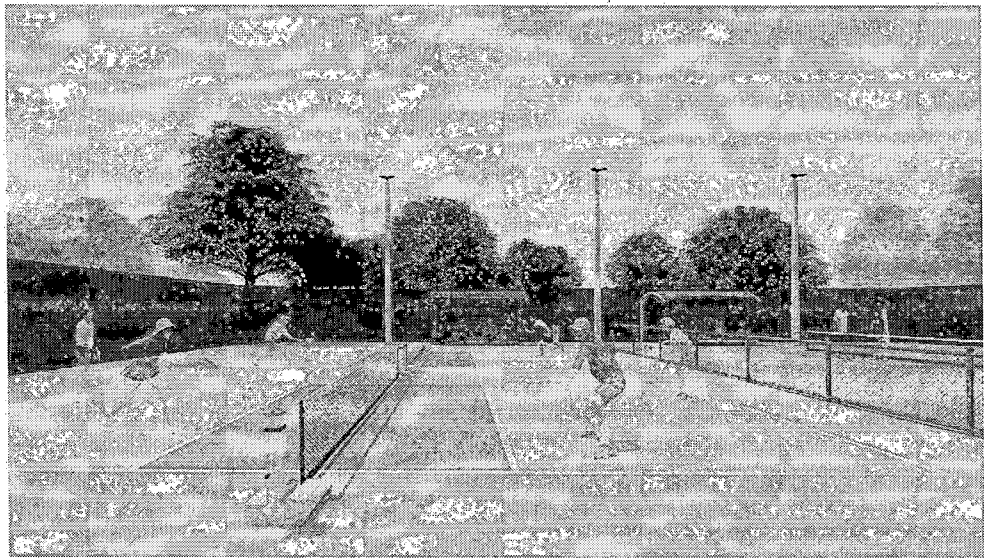
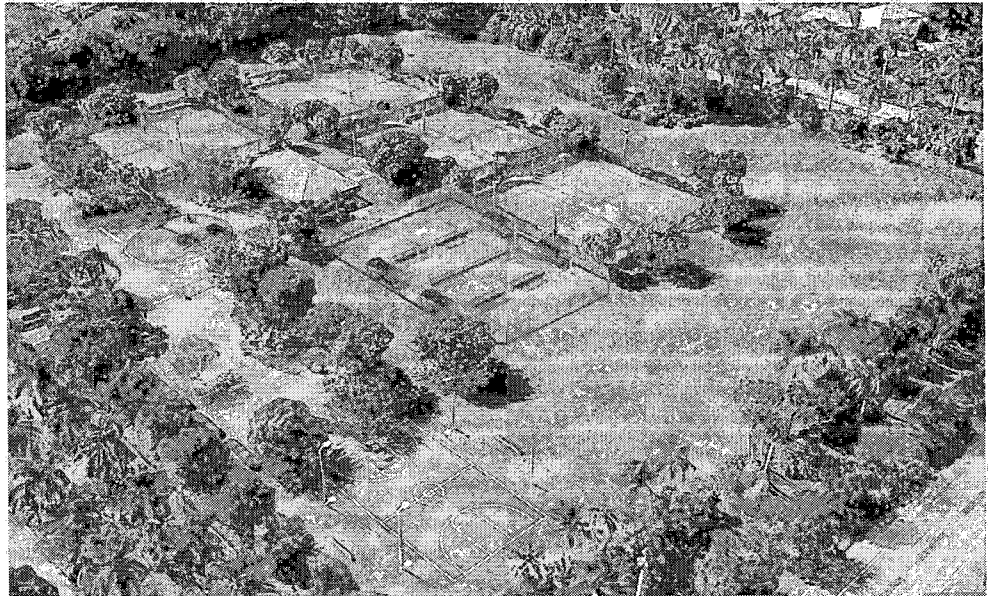
CHISHOLM RESPONSIBILITY
ARCHITECTURE AND ENGINEERING

LOCATION

17450 SW 23RD ST
MIRAMAR, FL 33029

TEAM

ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

Professional A&E Services for four pickleball courts, including all necessary site enhancements and amenities to support functionality, accessibility, and user experience. *Services performed under continuing contract with the City of Miramar (2022-Current).*



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**FATHER GERARD JEAN-JUSTE
COMMUNITY CENTER**
MIAMI, FLORIDA



CLIENT

MIAMI-DADE COUNTY PARKS,
RECREATION & OPEN SPACES

CONTACT

MR. JOEL ARANGO
(305) 755-5453
JOEL.ARANGO@MIAMIDADE.GOV

SQUARE FEET

20,000SF

START / COMPLETED

2016 - 2019

PROJECT COST

\$9.8M

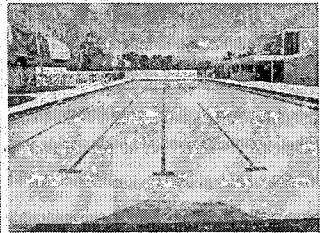
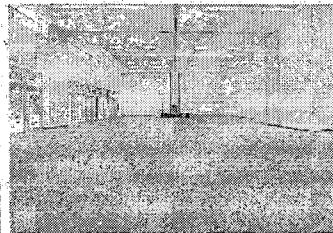
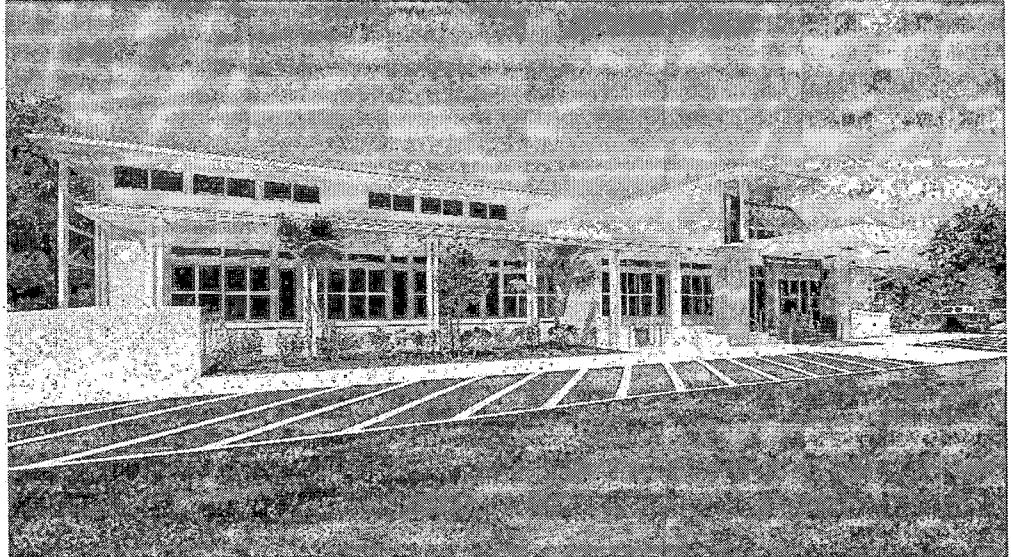
CHISHOLM RESPONSIBILITY
ARCHITECTURE AND ENGINEERING

LOCATION

3201 NW 185TH ST,
MIAMI GARDENS, FL

TEAM

ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

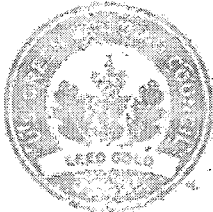
Design Criteria Professionals for a new 20,000 SF facility that includes:

- Community Center.
- Multi-purpose space.
- Banquet Hall.
- Gymnasium.
- Aquatic area/outdoor.
- 25-meter lap pool.
- Locker and changing room facilities.
- Administrative offices.
- Arts and Crafts spaces.

Designated official park facility prototype for Miami Dade County Parks, Rec. and Open Spaces.

South Florida Business Journals Best Green Project Finalist.

This project was LEED Gold certified by the U.S. Green Building Council, (Matthew Polak, AIA, LEED AP).



THEODORE GIBSON PARK INDOOR BB ARENA

MIAMI, FLORIDA



CLIENT

CITY OF MIAMI
444 S.W. 2ND AVE, 8TH FLR,
MIAMI, FL. 33130

CONTACT

MR. RICARDO RODRIGUEZ
(305) 416-1317
RRODRIGUEZ@MIAMIGOV.COM

START / COMPLETED

2024-ONGOING

PROJECT COST

\$550K

CHISHOLM RESPONSIBILITY

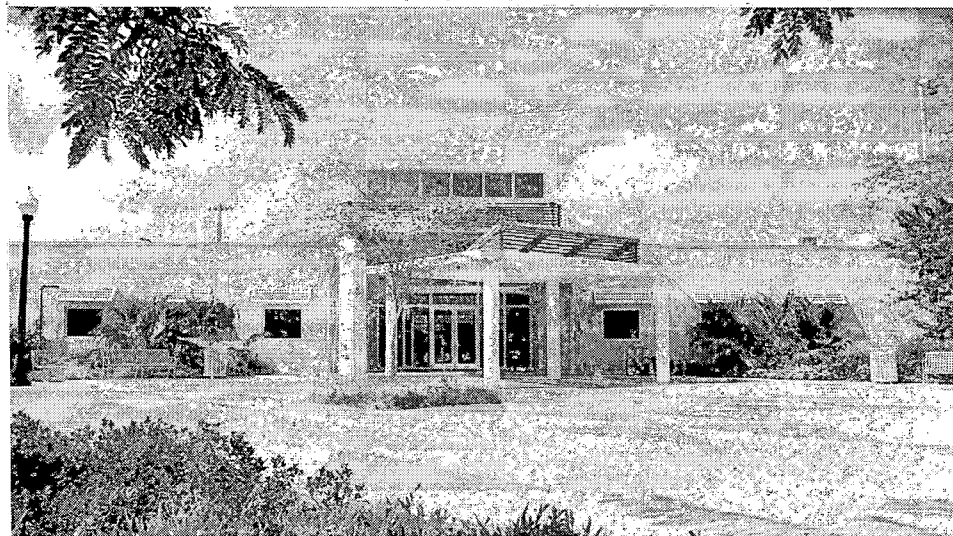
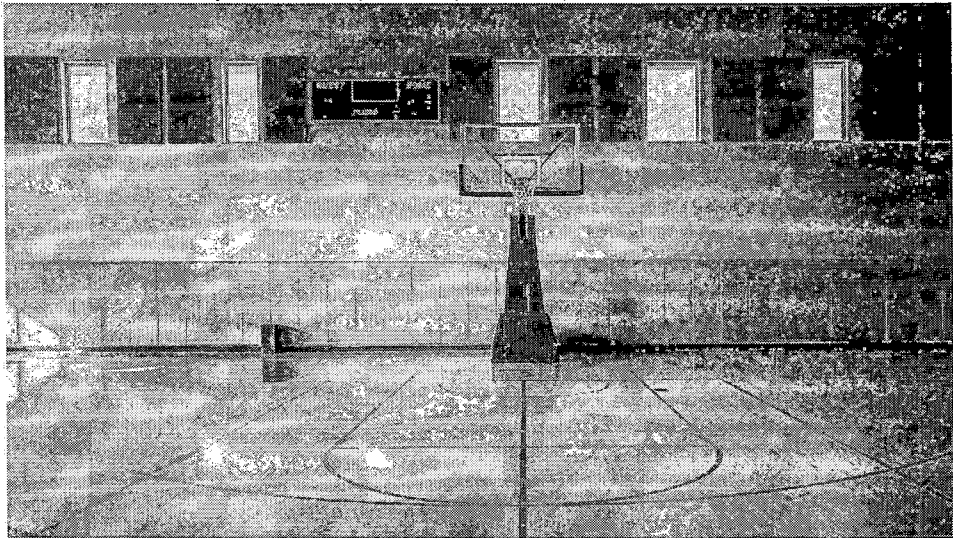
ARCHITECTURE AND ENGINEERING

LOCATION

350 NW 12TH ST
MIAMI, FL 33136

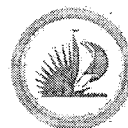
TEAM

ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

A/E Services for renovation of indoor basketball arena and facility improvements. Services performed under continuing contract with the City of Miami (2015-Current).



CAM #26-0347

Exhibit 9

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VIRGINIA KEY MARITIME CENTER

MIAMI, FLORIDA



CLIENT

CITY OF MIAMI
444 S.W. 2ND AVENUE, 8TH FLR,
MIAMI, FL. 33130

CONTACT

MR. CARLOS LOZANO
(305)416-1247
CLOZANO@MIAMIGOV.COM

SQUARE FEET

20,000SF

START / COMPLETED

2017-TBD

PROJECT COST

\$10M

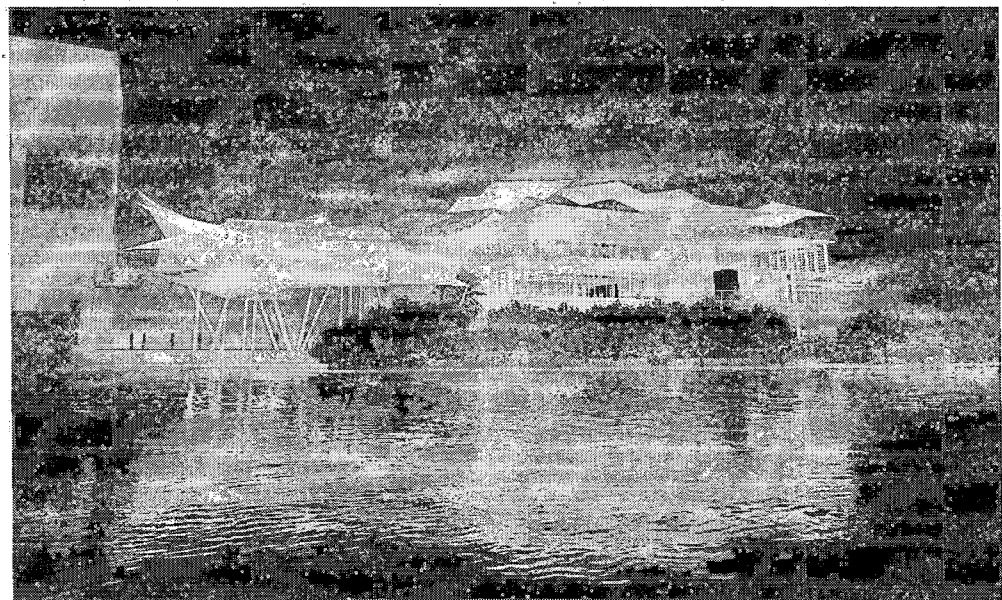
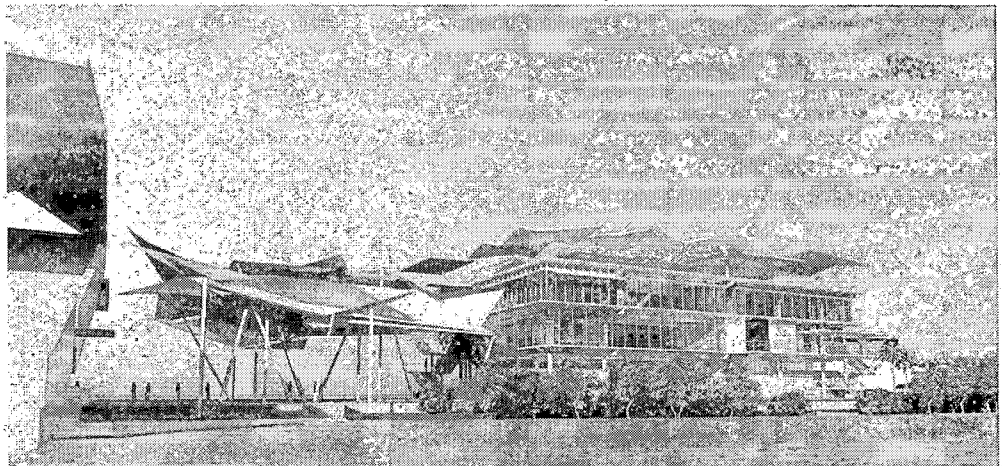
CHISHOLM RESPONSIBILITY
ARCHITECTURE AND ENGINEERING

LOCATION

3501 RICKENBACKER CAUSEWAY
KEY BISCAYNE, FL

TEAM

ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

The goal with this new (3) story + roof top multi-purpose facility is to achieve a cost effective and aesthetically satisfying experience for Virginia Key visitors by creating beautiful, durable, ecologically sustainable buildings and parks where the relationship between the person, the experience and the various elements are thoughtfully considered to yield an excellent design. It includes a restaurant, exhibition space, storage areas, visitor center / museum, administrative and staff offices, dockmaster offices, support and talent prep space for Marine Stadium artistic performances.

The building would function in conjunction with the Miami International Boat Show, serve as a support facility for the proposed Marine Stadium Performing Arts Center, Offices and Restaurant, Visitors Center / Museum / Gift Shop. The restaurant and the roof top bar would also have views to Marine Stadium artistic performances.

The facility is designed to complement the existing historic Miami Marine Stadium and the adjacent Basin. It is also designed for Sea Level Rise and begins 16-feet above sea level, and for LEED Silver Certification. In addition, there is a central open courtyard allowing for natural light at all floors and functional airflow throughout. The retractable canopy systems are complimentary in shape and rhythm to the concrete canopy format of the historic adjacent Miami Marine Stadium.



CHISHOLM
architects

CAM #26-0347
Exhibit 9
Page 67 of 90

EVERGLADES FARMWORKERS VILLAGE

FLORIDA CITY, FLORIDA



CLIENT

U.S. DEPT. OF AGRICULTURE
RURAL NEIGHBORHOODS

CONTACT

MR. STEVEN KIRK
KIRKNET@YAHOO.COM

SQUARE FEET

112 ACRES

START / COMPLETED

1992-PRESENT
PHASES I-V - COMPLETED
PHASE VI & VII - ONGOING

PROJECT COST

\$120M

CHISHOLM RESPONSIBILITY

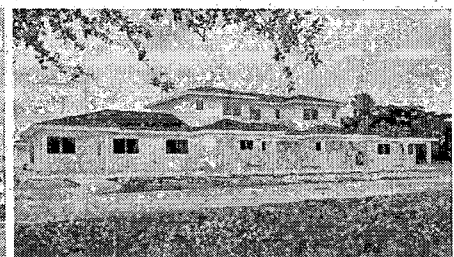
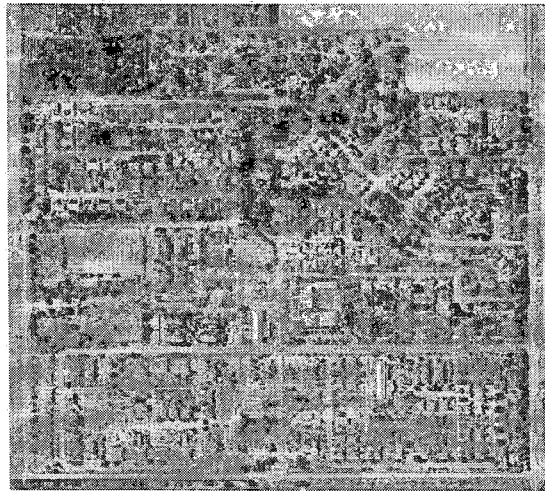
ARCHITECTURE AND ENGINEERING

LOCATION

19308 SW 380TH STREET,
FLORIDA CITY, FL 33034

TEAM

ROBERT E. CHISHOLM, FAIA, NCARB
MATTHEW POLAK, AIA, LEED AP



SCOPE OF WORK

Near Everglades National Park, Everglades Farmworker Village, a community for 3,000 people including low and medium density housing, this 112-acre project consists of 498 units of single, duplex and multi-unit housing, retail complex, school, daycare center, church, administrative and social services buildings and transportation depot. The units are designed to allow full cross ventilation for the sub-tropical Florida climate. Residential areas are divided into neighborhoods with their own laundry buildings, extensive landscaping, playgrounds, parks and active open spaces.

Cinco de Mayo park consists of a new 10-acre park that includes baseball, soccer and football fields, track, walking, recreation building, restrooms and fitness stations.

A/E Services Included: Architecture and Engineering Design Services, Master Planning, Housing, Auditorium, Maintenance, Complex, Administrative Offices, Construction Administrative, Retail, & Child Care.

This is the largest project in the history of the U.S. Department of Agriculture, Farmers Home Administration.

This Project was honored with a National Design award in 1998 from the Fannie Mae Foundation in Washington D.C.

After (33) years on original commission and original Master Plan (1992), we remain as Architects of Record on this project.



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Exhibit 9
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REFERENCES

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

CAM #26-0347
Exhibit 9
Page 69 of 90

REFERENCES



1. **MIAMI DADE PARKS, RECREATION AND OPEN SPACES**

Mr. Joel Arango, Section Head, Project Management Division
(305) 755-5453, joel.arango@miamidade.gov



2. **CITY OF MIAMI**

Mr. Ricardo Rodriguez, Project Manager
(305) 416-1317, rrodriguez@miamigov.com



3. **CITY OF TAMARAC**

Mr. Dibb Machuca, Acting Capital Projects Manager
(954) 597-3725, dibb.machuca@tamarac.org



4. **CITY OF CORAL GABLES**

Mr. Jean Solari, Project Manager
(305) 460-5053, jsolari@coralgables.com



5. **CITY OF HOLLYWOOD**

Ms. Kary Sashi, MSCM, LLED AP, Senior Project Manager
(754) 294-6118, ksashi@hollywoodfl.org



6. **CITY OF MIRAMAR**

Mr. Billy Neal, Director Parks & Rec. Department
(954) 601-3344, bdneal@miramarfl.gov



7. **RURAL NEIGHBORHOODS**

Mr. Steven Kirk, President
(305) 298-1100, kirknet@yahoo.com



SPECIFIC REFERENCES FORM

The contractor shall have previous construction experience in the State of Florida with projects of similar scope and scale (or larger). Complete this form in its entirety. **Note: Do not include proposed team members or parent/subsidiary companies as references in your submittal.**

PRIME BIDDER'S NAME: R.E. Chisholm Architects, Inc.

CLIENT NO. 1 – Name of firm to be contacted: City of Miami

Address: 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130

Contact Person: Mr. Ricardo Rodriguez

Phone No: (305) 416-1317

Contact E-Mail Address: rrodriguez@miamigov.com

Project Performance Period: 02/25 to Ongoing
Dates should be in mm/yy format

Project Name: Theodore Gibson Park Indoor Basketball Arena

Location of Project: 401 NW 12th St, Miami, FL 33128

Description of the overall scope: A/E Services for the renovation of indoor basketball arena and facility improvements.

Description of work that was self-performed by Bidder: Architectural services for scope above.

SPECIFIC REFERENCES FORM

CLIENT NO. 2 – Name of firm to be contacted: USDA / Rural Neighborhoods

Address: PO Box 343529, Florida City, FL 33034

Contact Person: Mr. Steve Kirk

Phone No: (305) 242-2142

Contact E-Mail Address: stevekirk@ruralneighborhoods.org

Project Performance Period: 06/92 to Ongoing
Dates should be in mm/yy format

Project Name: Everglades Farmworkers Village

Location of Project: Near Everglades National Park

Description of the overall scope: 112 acre project consisting of 498 units of single, duplex, and multi-unit housing, retail complex, school, daycare, church, admin and social services buildings and transportation depot. Residential areas are divided into neighborhoods with their own laundry buildings, extensive landscaping, playgrounds, parks, and active open spaces. A community for 3,000 people including low and medium density housing. Cinco de Mayo Village: a 10 acre park includes baseball, soccer and football fields, track, walking, recreation buildings, restrooms, and fitness stations.

Description of work that was self-performed by Bidder: Architectural services for scope above.

SPECIFIC REFERENCES FORM

CLIENT NO. 3 – Name of firm to be contacted: City of Coral Gables

Address: 2800 SW 72nd Ave, Miami, FL 33155

Contact Person: Mr. Jean Solari

Phone No: (305) 460-5053

Contact E-Mail Address: jsolari@coralgables.com

Project Performance Period: 10/20 to Ongoing
Dates should be in mm/yy format

Project Name: Venetian Pool Restoration and Renovation

Location of Project: 2701 De Soto Blvd, Coral Gables, FL

Description of the overall scope: Chisholm Architects is providing professional architectural and engineering services to renovate 20,000sf of existing concessions building, and re-seal / paint the pool vessel and towers at the historic Venetian Pool.

Description of work that was self-performed by Bidder: Architectural services for scope above.

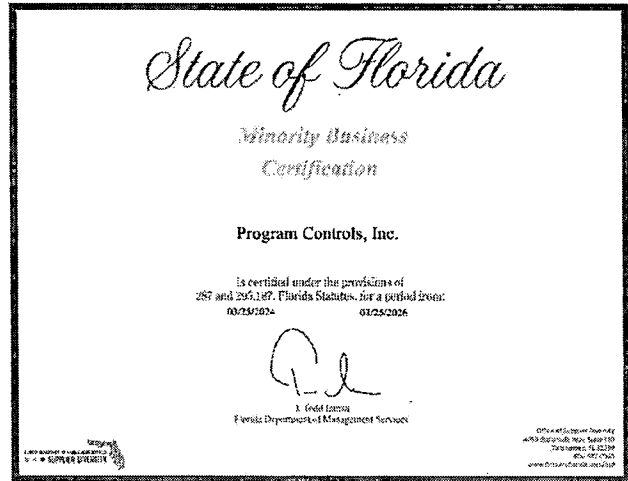
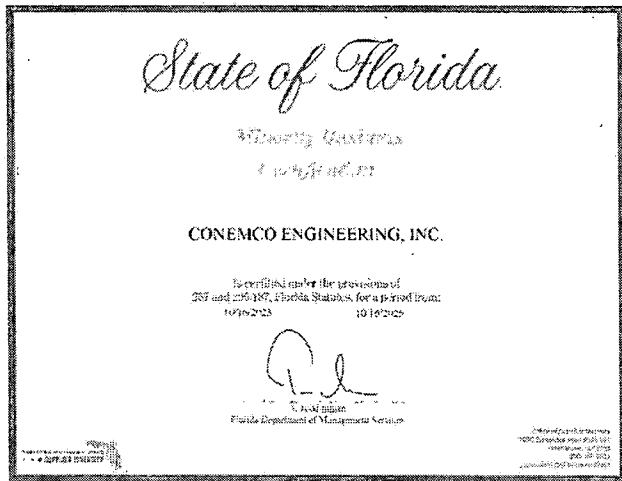
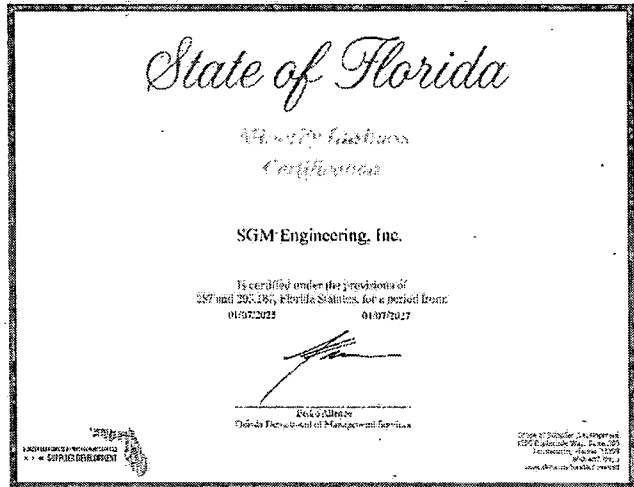
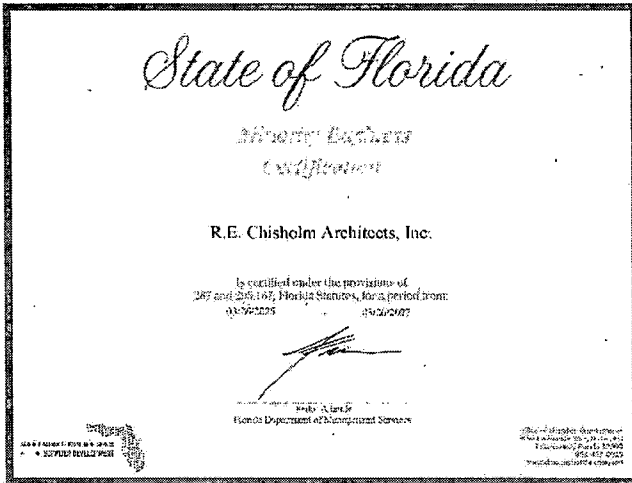


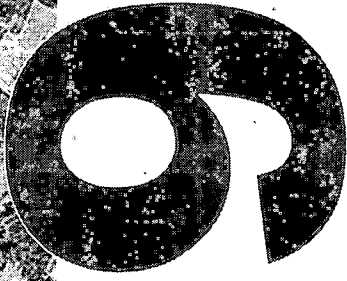
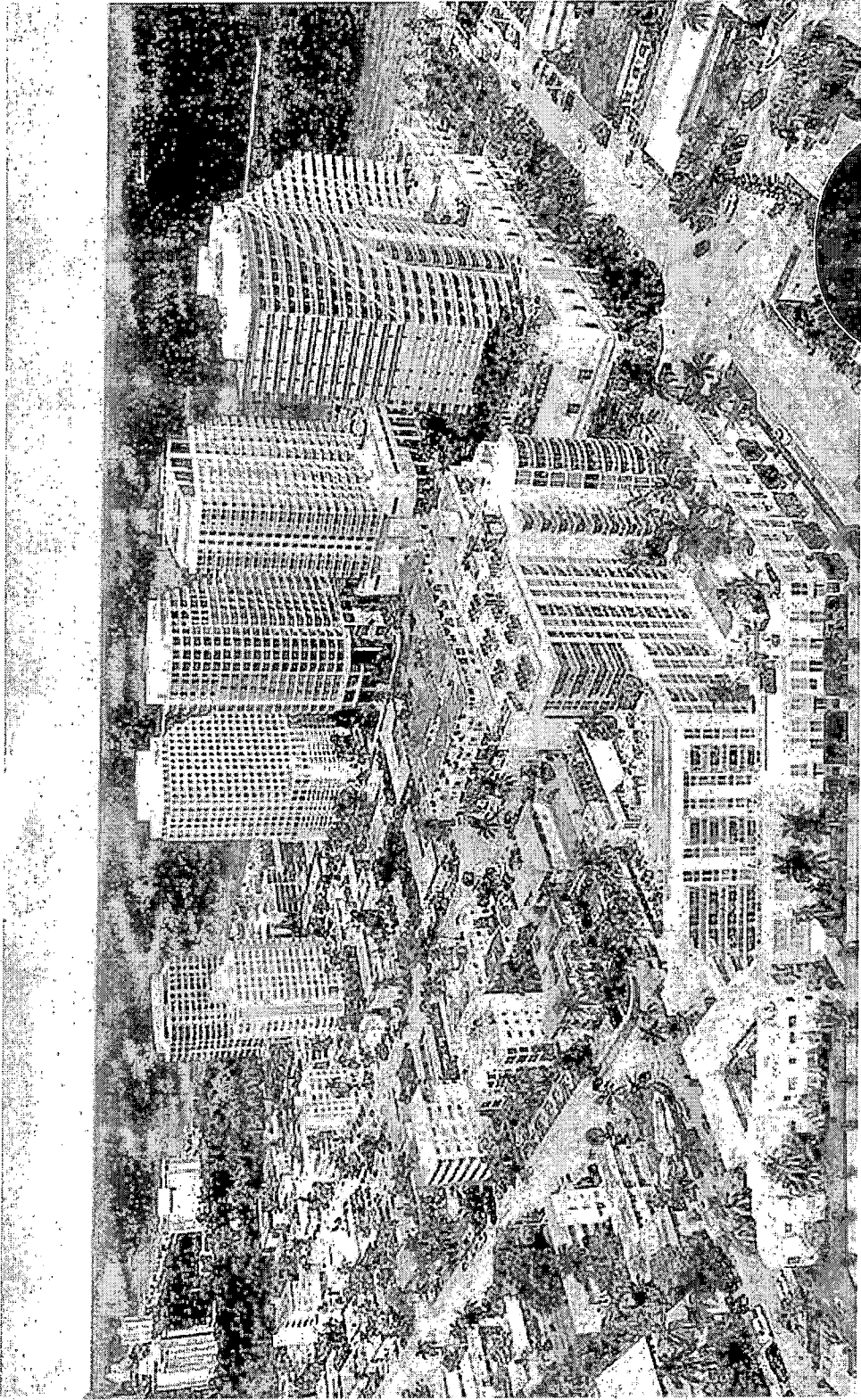
8

M/WBE PARTICIPATION



M/WBE PARTICIPATION





SUB-CONSULTANTS



CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456

CHISHOLM

5/22/2025

architects

CAM #26-0347

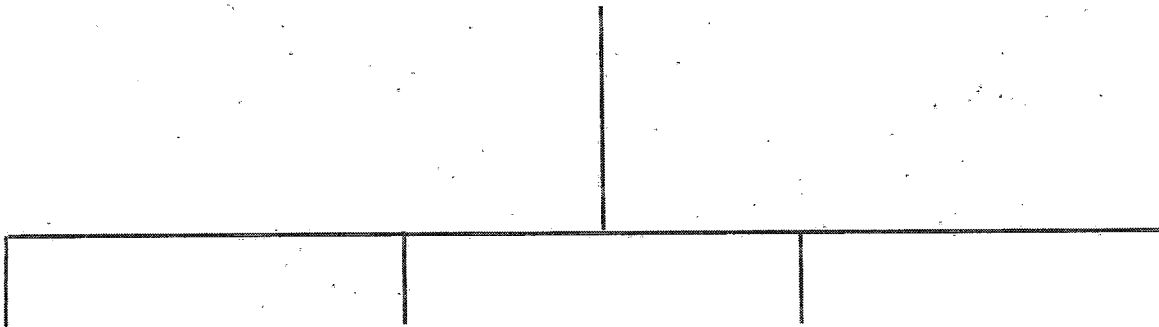
Exhibit 9

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SUB-CONSULTANTS



ARCHITECTURE, ARCHITECTURAL CONSTRUCTION MANAGEMENT
LEED, INTERIOR DESIGN, ADA TITLE II CONSULTANT, HISTORIC PRESERVATION
RE CHISHOLM ARCHITECTS, INC. (PRIME)



MEP ENGINEERING & LEED
SGM ENGINEERING



STRUCTURAL ENGINEERING
CONEMCO ENGINEERING, INC.

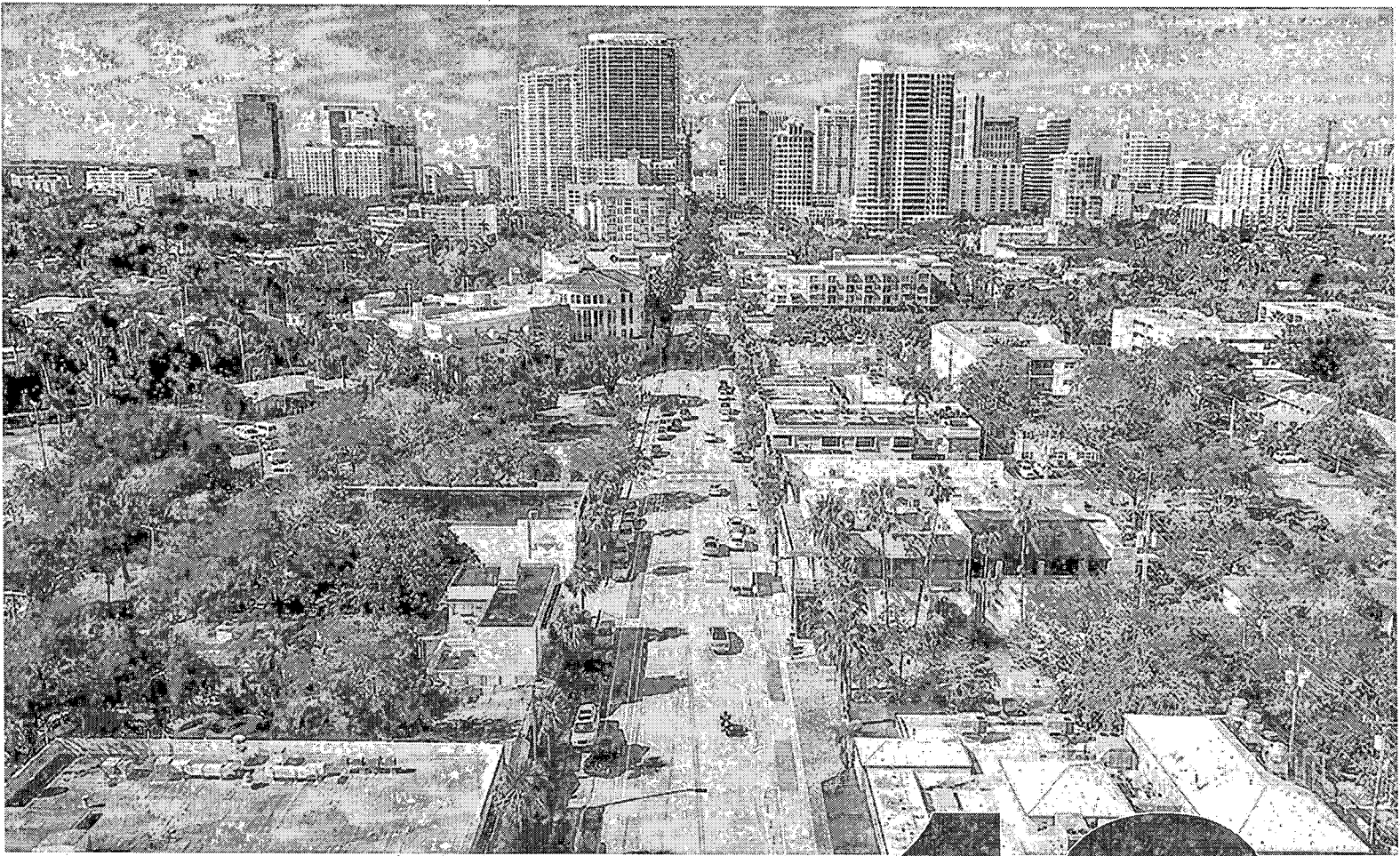


LANDSCAPE ARCHITECTURE
MILLER LEGG



COST ESTIMATING
PROGRAM CONTROLS, INC.





10

REQUIRED FORMS

CITY OF FORT LAUDERDALE
ARCHITECTURAL CONTINUING SERVICES
RFQ NO. 456



5/22/2025

CAM #26-0347
Exhibit 9
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2024

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 Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C No. Ext): (786) 930-4795 E-MAIL ADDRESS: barbra@collinsworthinsurance.com	FAX (A/C No.): (786) 930-4794	
	INSURER(S) AFFORDING COVERAGE		
INSURED R.E. Chisholm Architects, Inc. 782 NW 42nd Avenue Miami FL 33126 (305) 661-2070	INSURER A: Travelers Property Casualty of		NAIC # 25674
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Liberty Insurance Underwriters		19917
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES BM **CERTIFICATE NUMBER:** Cert ID 18651 (4) **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		680-0K381225	12/02/2024	12/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		680-0K381225	12/02/2024	12/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-0K381599	12/02/2024	12/02/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		AEXNYABE06W006 Claims Made Basis	12/02/2024	12/02/2025	Each Claim \$ 2,000,000 Policy Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER "SPECIMEN - FOR PROPOSALS"	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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CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) R.E. Chisholm Architects, Inc. EIN (Optional): 65-0131871

Address: 782 NW 42nd Ave, Suite 650

City: Miami State: FL Zip: 33126

Telephone No.: (305) 661-2070 FAX No.: (305) 661-6090 Email: bob@chisholmarchitects.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

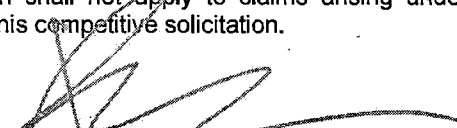
<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>N/A</u>	<u>N/A</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:
Robert E. Chisholm, FAIA, NCARB
 Name (printed)
5/22/25
 Date


 Signature
Managing Principal / CEO
 Title

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Robert E. Chisholm, FAIA, NCARB Title: Managing Principal / CEO Entity: R.E. Chisholm Architects, Inc.

Signature:  Date: 5/22/2025

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 22nd day of May 2025, by Robert E. Chisholm, FAIA, NCARB, as

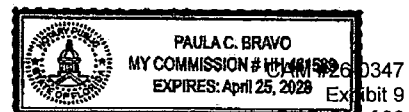
Managing Principal / CEO for R.E. Chisholm Architects, Inc., who is personally known to me or who has produced N/A as identification.

Notary Public Signature: 

(Notary Seal)

Print Name: Paula Bravo

My commission expires: 4/25/28





CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

R.E. Chisholm Architects, Inc.

Company Name

Robert E. Chisholm, FAIA, NCARB

Name (Printed)

Signature

Managing Principal / CEO

Title

5/22/25

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: **#456**

Project Description:

Architectural Continuing Services for the City of Fort Lauderdale

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **R.E. Chisholm Architects, Inc.**

Authorized Company Person's Signature: **Robert E Chisholm, FAIA, NCARB**

Authorized Company Person's Title: **Managing Principal / CEO**

Date: **5/22/25**



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

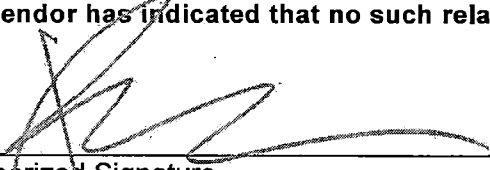
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature

Robert E. Chisholm, FAIA, NCARB
Name (Printed)

Managing Principal / CEO
Title

5/22/25
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

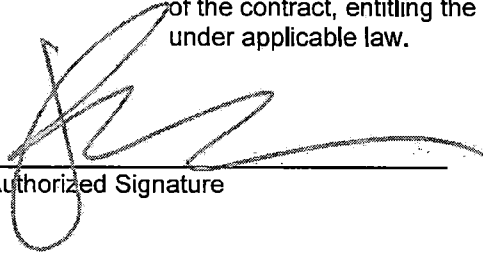
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

Robert E. Chisholm, FAIA, NCARB - Managing Principal / CEO
Print Name and Title

5/22/25

Date



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

R.E. Chisholm Architects, Inc. Business Name

BIDDER'S COMPANY: R.E. Chisholm Architects, Inc.

AUTHORIZED COMPANY PERSON: Robert E. Chisholm, FAIA, NCARB 5/22/25 PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

R.E. Chisholm Architects, Inc.
Business Name

BIDDER'S COMPANY: R.E. Chisholm Architects, Inc.

AUTHORIZED COMPANY PERSON: Robert E. Chisholm, FAIA, NCARB 5/22/25
PRINT NAME SIGNATURE DATE

State of Florida

Department of State

I certify from the records of this office that R.E. CHISHOLM ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on April 28, 1989, effective May 1, 1989.

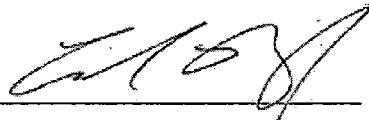
The document number of this corporation is K83992.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 7, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2025*




Secretary of State

Tracking Number: 1609206897CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) N/A			
	2	Business name/disregarded entity name, if different from above. R.E. Chisholm Architects, Inc.			
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____			
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		<i>(Applies to accounts maintained outside the United States.)</i>	
	5	Address (number, street, and apt. or suite no.). See instructions. 782 NW 42 Ave, Suite 650	Requester's name and address (optional)		
	6	City, state, and ZIP code Miami, Florida 33126	N/A		
	7	List account number(s) here (optional) N/A			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5	-	0	1	3	1	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 05/06/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

R.E. CHISHOLM ARCHITECTS, INC. -

Labor Titles	Unit	Final Rates
Principal	per hour	\$ 225.00
Project Architect	per hour	\$ 175.00
Senior Project Manager	per hour	\$ 164.00
Project Manager	per hour	\$ 160.00
Designer	per hour	\$ 95.00
CADD Technician/Manager	per hour	\$ 90.00
Administrative Staff	per hour	\$ 70.00
SGM ENGINEERING - MEP ENGINEERING & LEED		
Principal	per hour	\$ 175.00
Project Manager	per hour	\$ 160.00
Senior Project Engineer	per hour	\$ 150.00
Engineer	per hour	\$ 145.00
Sr. Designer	per hour	\$ 110.00
Designer	per hour	\$ 95.00
Construction Administrator	per hour	\$ 65.00
CADD Operator	per hour	\$ 80.00
Office Administrator	per hour	\$ 60.00
CONEMCO - STRUCTURAL ENGINEERING		
Engineering - Structural: Sr Structural Engineer	per hour	\$ 200.00
Project Management: Project Manager	per hour	\$ 179.00
Engineering - Structural: Design Engineer	per hour	\$ 150.00
Engineering - Structural: Lead Inspector	per hour	\$ 87.00
MILLER LEGG - LANDSCAPE ARCHITECTURE		
Senior Landscape Architect	per hour	\$ 205.00
Landscape Architect	per hour	\$ 150.00
Certified Arborist	per hour	\$ 145.00
Senior Landscape Designer	per hour	\$ 125.00
Recreation Planner	per hour	\$ 140.00
PROGRAM CONTROLS INC. - COST ESTIMATING		
Estimating Manager	per hour	\$ 200.00
Lead Estimator	per hour	\$ 175.00
MEP Estimator	per hour	\$ 150.00
Senior Estimator	per hour	\$ 150.00
Estimator	per hour	\$ 120.00

