



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 - H2M Architects & Engineers, 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: 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: RMA

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 49 Date Received: 5/14/26 Received From: CCO

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

Approved Init.: gmw 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

between

City of Fort Lauderdale

and

H2M Architects & Engineers, Inc.

for

**Architectural Continuing Services Contract
Request for Qualifications (RFQ) Event No. 456**

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

H2M ARCHITECTS & ENGINEERS, INC., a New Jersey corporation authorized to conduct business in the State of Florida (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: H2M Architects & Engineers, 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:

CES Consultants, Inc.
Longitude Surveyors, LLC
Trophy Point, LLC
Tierra South Florida, Inc. d/b/a TSFGEO

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: Joseph M. Mottola, AIA
Executive Vice President
H2M Architects & Engineers, Inc.
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747
Telephone (866) 970-6535
Email: dpacheco@h2m.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:

H2M ARCHITECTS & ENGINEERS, INC., a New Jersey corporation authorized to conduct business in the State of Florida

Jennifer Bolen
Signature

Jennifer Bolen
Print Name

Tricia Murray
Signature

Tricia Murray
Print Name

By: [Signature]
Joseph M. Mottola, AIA
Executive Vice President



STATE OF New York :
COUNTY OF Suffolk :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of April, 2026, by **Joseph M. Mottola, AIA** as **Executive Vice President** for **H2M Architects & Engineers, Inc.**, a New Jersey corporation authorized to conduct business in the State of Florida

YVONNE MALDONADO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6322351
Qualified in Nassau County
Commission Expires March 30, 2027

[Signature]
(Signature of Notary Public - State of Florida) NY
Yvonne Maldonado
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced: Valid Drivers License

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: H2M Architects & Engineers, Inc.

Labor Category Classification Title	UOM	Final Rates
Administrative Support Professional	Per Hour	\$ 70.00
Senior Architect	Per Hour	\$ 190.00
Senior Project Architect	Per Hour	\$ 160.00
Project Architect	Per Hour	\$ 145.00
Project Designer (Architecture)	Per Hour	\$ 135.00
Staff Designer (Architecture)	Per Hour	\$ 115.00
Student Intern	Per Hour	\$ 55.00
Studio Director (Architecture)	Per Hour	\$ 235.00
BIM/CAD Specialist	Per Hour	\$ 110.00
Senior Engineer	Per Hour	\$ 195.00
Senior Project Engineer	Per Hour	\$ 175.00
Project Engineer	Per Hour	\$ 140.00
Staff Engineer	Per Hour	\$ 120.00
Department Manager-Engineering	Per Hour	\$ 235.00
Senior Engineer	Per Hour	\$ 195.00
Senior Project Engineer	Per Hour	\$ 170.00
Project Engineer	Per Hour	\$ 140.00
Staff Engineer	Per Hour	\$ 120.00
Department Manager-Engineering	Per Hour	\$ 235.00
Project Manager/ Program Manager	Per Hour	\$ 175.00
Assistant Project Manager	Per Hour	\$ 120.00
Senior Executive (Principal)	Per Hour	\$ 245.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: CES Consultants, Inc.

Labor Category Classification Title	UOM	Final Rates
Administrative Assistant	Per Hour	\$ 60.00
Clerical	Per Hour	\$ 55.00
Drafter/GIS/CADD Technician	Per Hour	\$ 105.00
Engineer	Per Hour	\$ 145.00
Junior Engineer	Per Hour	\$ 125.00
Principal (P.E. - FL Registered)	Per Hour	\$ 220.00
Project Manager & Engineer (PE)	Per Hour	\$ 205.00
Senior Project Manager & Engineer (PE)	Per Hour	\$ 215.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: Trophy Point, LLC

Labor Category Classification Title	UOM	Final Rates
Construction Inspector - Level 1	Per Hour	\$ 70.00
Construction Inspector - Level 2	Per Hour	\$ 80.00
Construction Inspector - Level 2 / Field Coordinator	Per Hour	\$ 80.00
Construction Inspector - Level 3	Per Hour	\$ 90.00
Director / General Construction Estimator - Level 3	Per Hour	\$ 150.00
Electrical Estimator - Level 1	Per Hour	\$ 85.00
Electrical Estimator - Level 2	Per Hour	\$ 98.00
Executive Vice President / Principal	Per Hour	\$ 205.00
General Construction Estimator - Level 1	Per Hour	\$ 100.00
General Construction Estimator - Level 2	Per Hour	\$ 105.00
Marketing Manager / Estimating Administrator	Per Hour	\$ 80.00
Mechanical Estimator - Level 1	Per Hour	\$ 90.00
Mechanical Estimator - Level 2	Per Hour	\$ 100.00
Project Engineer	Per Hour	\$ 90.00
Sr. Director / Mechanical Estimator - Level 3	Per Hour	\$ 170.00
Sr. Director / Sr. Electrical Estimator	Per Hour	\$ 170.00
Sr. Vice President / Principal	Per Hour	\$ 260.00
Vice President / General Manager	Per Hour	\$ 205.00
Vice President/Chief Estimator	Per Hour	\$ 198.00

Event No: 456

Event Title: Architectural Continuing Services

Sub-Consultant Name: Longitude Surveyors, LLC

Labor Category Classification Title	UOM	Final Rates
Chief Utility Coordinator	Per Hour	\$ 135.00
Designating Services - 2 Men Crew - per hour	Per Hour	\$ 235.00
Designating Services - 3 Men Crew - per hour	Per Hour	\$ 325.00
Ground Penetrating Radar - 2 Men Crew	Per Hour	\$ 262.00
Ground Penetrating Radar - 3 Men Crew	Per Hour	\$ 287.00
MOT Plans (Per Scope Services)	Per Hour	\$ 190.00
Principal-in-Charge	Per Hour	\$ 190.00
Project Manager	Per Hour	\$ 140.00
Project Surveyor & Mapper	Per Hour	\$ 100.00
Senior Utility Coordinator	Per Hour	\$ 100.00
SUE CAD Manager	Per Hour	\$ 110.00
SUE Clerical	Per Hour	\$ 55.00
Survey & Mapping Computer Technician	Per Hour	\$ 90.00
Survey Crew (Party of Four) Convectional, GPS & HD Scan	Per Hour	\$ 260.00
Survey Crew (Party of Four) Conventional	Per Hour	\$ 200.00
Survey Crew (Party of Four) Conventional & GPS	Per Hour	\$ 235.00
Survey Crew (Party of Three) Conventional	Per Hour	\$ 160.00
Survey Crew (Party of Three) Conventional & GPS	Per Hour	\$ 200.00
Survey Crew (Party of Three) Conventional, GPS, & HD Scan	Per Hour	\$ 235.00
Survey Crew (Party of Two) Conventional	Per Hour	\$ 140.00
Survey Crew (Party of Two) Conventional & GPS	Per Hour	\$ 180.00
Survey Crew (Party of Two) Conventional, GPS & HD Scan	Per Hour	\$ 205.00
Survey Crew Chief	Per Hour	\$ 64.00
Survey Crew Instrument Person / RTK Rover Data Collection Person	Per Hour	\$ 50.00
Survey Crew Rod Person / GIS Data Collection Person	Per Hour	\$ 35.00
Survey Field Crew Coordinator/ Supervisor	Per Hour	\$ 85.00
Test Holes: Hard Surface - Non-Travel Lane, per Test Hole	Per Hole	\$ 300.00
Test Holes: Hard Surface - Travel Lane, per Test Hole	Per Hole	\$ 360.00
Test Holes: Soft Surface - Non-Pavement per Test Hole	Per Hole	\$ 285.00
USL (Utility Service Location) - 1 man crew	Per Hour	\$ 75.00
Vac Truck (Test Holes) - 2 Men Crew	Per Hour	\$ 145.00
Vac Truck (Test Holes) - 3 Men Crew	Per Hour	\$ 235.00

Event No: 456

Event Title: Architectural Continuing Services

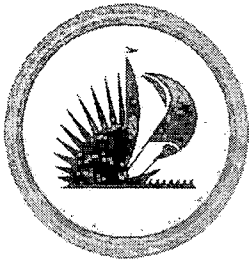
Sub-Consultant Name: Tierra South Florida, Inc. d/b/a TSFGeo

Labor Category Classification Title	UOM	Final Rates
Draftsman	Per Hour	\$ 110.00
Principal Engineer (PE)	Per Hour	\$ 235.00
Project Engineer	Per Hour	\$ 155.00
Senior Engineer (PE)	Per Hour	\$ 220.00
Staff Engineer	Per Hour	\$ 110.00
Technician	Per Hour	\$ 70.00

Geotechnical Testing Rates

Labor Category Classification Title	UOM	Final Rates
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig		
0 - 50 Foot Depth Interval	Per Foot	\$ 13.50
Grout Boreholes	Per Foot	\$ 6.50
Track/Mud Bug 0-50 Ft	Per Foot	\$ 19.00
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	Each	\$ 450.00
SOIL TESTING		
Field Density/Test (five [5] minimum)	Each Test	\$ 35.00
Standard Proctors	Each Test	\$ 130.00
Modified Proctors	Each Test	\$ 130.00
Limerock Bearing Ratio Test	Each Test	\$ 325.00
Atterberg Limit Test	Each Test	\$ 82.50
SAMPLING & TESTING OF FRESH CONCRETE		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory	Set of 4	\$ 75.00
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	Hourly	\$ 65.00
CONCRETE & MASONARY MATERIALS		
Concrete Compression test (Min. four [4] cylinders per trip) - Prepare cylinders & slump test on site, and deliver to lab	Set of 4	\$ 155.00
Additional Concrete cylinders with slump	Each	\$ 19.00
Concrete Compression test only [delivered to lab]	Each	\$ 19.00
Slump test	Each	\$ 19.00
Stand-by (Beyond 1 hour on site)	Hourly	\$ 75.00
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	Set of 6	\$ 85.00
2" x 2" - Includes preparation of Cubes on site	Set of 6	\$ 85.00
AGGREGATE TESTING		
Grain size determination:		\$ -
A. Full grain size (8 sieves)	Each	\$ 78.00
B. Wash through (#200)	Each	\$ 50.00
Sieve Analysis – Course Aggregate	Each	\$ 50.00
ASPHALT TESTING		
Asphalt Cores (obtaining core samples) (Min. 3)	Set of 3	\$ 650.00
MISCELLANEOUS SERVICES		
Percolation test (open hole)	Each	\$ 450.00
Exfiltration Test (SFWMD)	Each	\$ 450.00
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	Per Foot	\$ 48.00
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	Per foot	\$ 65.00
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)		
Truck - Mounted Rig	** Per Occurrence	\$ 500.00

Track - Mounted Rig	** Per Occurrence	\$ 1,250.00
FOUNDATION TESTING SERVICES		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	Per week	\$ 750.00
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	Each	\$ 40.00
MONITOR WELL INSTALLATION & TESTING		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	Per Foot	\$ 40.00
Well sampling *	Per Hour	\$ 125.00



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

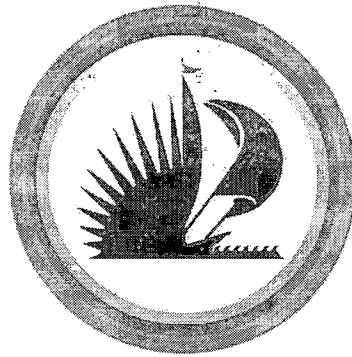
Request for Qualifications

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=COOR_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: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

I appear to and am subscribed before me by means of physical presence or online
authorization, 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 3
Responding:

All Suppliers 10
Responding:

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
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

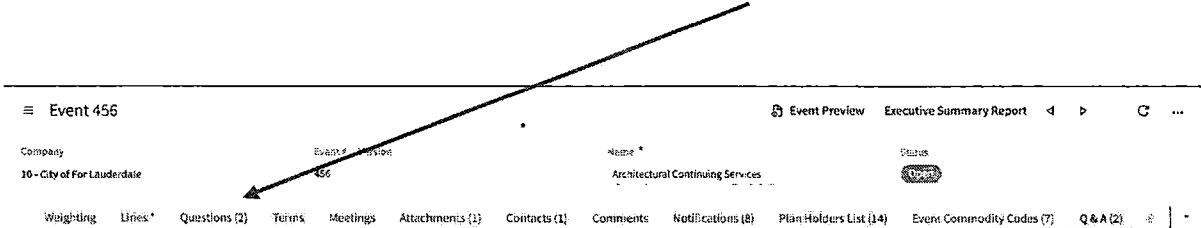
Contacts

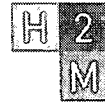
Name	Email
PAULETTE HEMMINGS TURNER	pturner@fortlauderdale.gov

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





architects + engineers

QUALIFICATIONS FOR

City of Fort Lauderdale Architectural Continuing Services Contract

RFQ/Event No. 456



Qualifications for

City of Fort Lauderdale
Architectural Continuing
Services Contract
RFQ/Event No. 456



05.22.2025

Contact

David J. Pacheco, AIA
Senior Vice President,
Director of Operations

H2M Architects & Engineers, Inc.
951 Yamato Road, Suite 202
Boca Raton, FL 33431



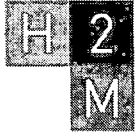
866.970.6535 ext. 2031



dpacheco@h2m.com

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architects + engineers

951 Yamato Road, Ste 202
Boca Raton, FL 33431 | tel 772.292.1187

May 22, 2025

City of Fort Lauderdale, Procurement Services Division
Attn: Paulette Hemmings Turner, Senior Procurement Specialist
101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, FL 33301

RE: Qualifications for City of Fort Lauderdale Architectural Continuing Services Contract | RFQ/Event No. 456

Dear Ms. Hemmings Turner:

The City of Fort Lauderdale is a vibrant and diverse 36-square-mile community within Broward County that is home to more than 186,000 residents. Guided by its commitment to *“sustainable growth and well-designed development through sound planning principles that focus on livability, urban revitalization, growth management, and historic preservation”*, the City is seeking qualified consultants to provide as-needed architectural services. **H2M Architects & Engineers, Inc. (H2M)** is honored to be considered for this appointment. Why should the City of Fort Lauderdale put its trust in H2M?

- **Expertise:** H2M understands that the City's Press Play Fort Lauderdale 2029 Plan focuses on five areas: public safety, housing, infrastructure and resilience, public places, and business growth and support. Building local communities since 1933, our portfolio of projects includes several facility types that can be found within the Plan. We have designed extensions, renovations, and new standalone fire, EMS, and police stations; residences; park facilities; wastewater and water treatment plants; administration buildings; athletic facilities; aquatic centers; and more. We will use our significant experience to help you succeed by bringing real-world experience, current industry trends, and out-of-the-box ideas to the table. The City will gain the knowledge and up-front critical thinking needed to make this endeavor successful right from the start.
- **Leadership & Support Team:** As Principal-in-Charge and Project Manager, David J. Pacheco, AIA, brings more than 30 years of architectural experience and has studied and/or overseen the design of more than 200 municipal facilities. He will oversee a group of highly skilled architects with experience on diverse facility types. In addition to more than 100 architects, as a full-service firm, H2M can offer engineering support services, including MEP and fire protection engineering, civil engineering, environmental engineering, structural engineering, and water and wastewater engineering. With 580+ personnel in-house, we can easily staff multiple concurrent assignments for the City. We will utilize local, M/WBE subconsultants, whenever possible.
- **Public Safety Station Design Experts:** Goal 1 of the City's 2029 Strategic Plan is to *“be a safe community that is proactive and responsive to risks.”* Aligned this goal, H2M is currently developing Design Criteria Packages for two City of Fort Lauderdale fire stations (Stations 13 and 88). H2M brings unique expertise specifically in fire and rescue station design. H2M is one of two architects in the country to be the leaders and organizers of the “Firehouse” Preconference Design Symposium since its inception. Two of our architects assigned to this team are co-founders and instructors for the critically acclaimed One-on-1 Station Design Seminar. They were the organizers of the 2009, 2013, and 2017 One-on-1, were integrally involved in 2019, and were featured in 2021. Additionally, we write and mentor on numerous aspects of fire station design and construction.

In summary, H2M offers a proven combination of experience, innovation, and client-focused service that aligns directly with Fort Lauderdale's vision for the future. We look forward to continuing our working relationship with the City. Please feel free to contact Mr. Pacheco at (866) 970-6535 ext. 2031 or via email at dpacheco@h2m.com should you have any questions or require additional information. Thank you for your consideration.

Very truly yours,

H2M Architects & Engineers, Inc.

Joseph M. Mottola, AIA
Chief Operating Officer, Executive Vice President

H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC (NY) offers its services in NY only
H2M Architects & Engineers, Inc. (NJ) offers its services in NJ, DE, CT, FL, LA, MA, PA, VA only
H2M Associates, Inc. (NJ) offers its engineering, land surveying, landscape architecture services in NJ only
H2M will provide appropriately licensed staff for this project - see Staffing Plan for details.

h2m.com

TAB 1



► Executive Summary

★ About H2M | Building Communities Since 1933

H2M is a multi-disciplined professional consulting and design firm. With a long history of client service, we consistently meet tough architectural, engineering, and environmental challenges head on. From treatment facilities to firehouses, from land surveying to road reconstruction, and from site assessment to remediation, our firm has helped design and build many communities. Our connection to the community is rooted in our humble beginnings. We have a tradition of solving problems and we remain passionate and unrelenting as we embrace the ever-changing challenges of the sustainable built environment.

Why Select the H2M Team?

H2M is pleased to submit our qualifications to the City of Fort Lauderdale to provide architectural services on an on-call basis. We have thoroughly reviewed the RFQ and feel we are best suited to provide professional services to the City for the following key reasons:

Expansive Portfolio of Relevant Experience

As a full-service firm with a deep bench of resources, H2M is often called on by our clients to provide as-needed or emergency-type professional services. We are confident in responding in this manner and have developed a management approach that has led to the success of countless projects.

Facility types H2M has worked on include fire, EMS, and police stations; residences; park facilities; wastewater and water treatment plants; administration buildings; athletic facilities; aquatic centers; and more.

In addition, H2M has unique qualifications in fire and police station design and is currently providing these services to the City. No one understands the needs of first responders and emergency service personnel better than a dedicated team with over 100 years combined experience serving their industry. H2M brings significant experience to the City, including expertise in fire, EMS, police, and public safety. Our facility designs focus on the health, well-being, and safety of employees, responders, and the public. Additionally, H2M is continually at the leading-edge of cross-contamination protections, gender equity, sleep deprivation mitigation, and built-in state-of-the-art active and classroom training.

Our team includes several first responders that understand firsthand the challenges and needs of emergency response. H2M is one of two architects in the Country to be the founders and organizers of the Firehouse Preconference Design Symposium; co-founders and instructors for the critically acclaimed, One-on-1, Station Design Seminar; as well as an Executive Board Member on the NFPA AEBO (Architects, Engineers, Building Officials) Board.

Breadth & Depth of Staff

H2M is comprised of more than 580 technical and support professionals in 14 offices, including Boca Raton. In addition to architecture staff, H2M has in-house professionals for mechanical engineering, electrical engineering, plumbing and fire protection engineering, structural engineering, civil engineering, environmental engineering, and water and wastewater engineering. As necessary for the City's projects, we will utilize local, M/WBE-certified subconsultants for civil engineering, permitting, land surveying, geotechnical engineering, and construction inspection.

Strong Interpersonal & Communications Skills

H2M understands that good communication makes for good projects. We propose to offer a single point of contact to the City for all services sought through this contract. That single point of contact will be Principal-in-Charge and Project Manager David J. Pacheco, AIA. Mr. Pacheco is currently leading our Design Criteria Packages project with the City of Fort Lauderdale. He is a FL licensed professional architect with over 30 years of experience in delivering multi-disciplinary design projects throughout the Country. Mr. Pacheco will coordinate all requests with the designated City staff, subsequently mobilize the appropriate team members, and develop strategies with team leaders to complete our assigned work in a timely and efficient manner. This working arrangement will streamline the City's contact and coordination with H2M's team, and minimize misunderstanding of project goals and objectives. Mr. Pacheco will also be responsible for tracking and maintaining schedule objectives and coordinating cost control measures.

TAB 2



H2M was organized in 1933 and founded on the principles of professional excellence, hard work, and integrity.

Practical Approach. Creative Results.

H2M is a multi-disciplined professional consulting and design firm, proud of our long history of client service and consistent ability to meet tough architectural, engineering, and environmental challenges head-on. Since 1933, H2M has helped plan, design, and build many of our local communities: from firehouses to water treatment facilities, schools to road reconstruction, and Environmental Site Assessments (ESAs) to groundwater remediation. Since our early roots, our focus has remained steadfast: to provide quality service with sound judgment and serve our clients as an honest and professional resource. We offer a practical approach with creative results.

Our Staff

H2M prides itself on the breadth of its comprehensive in-house service capabilities. With a diverse staff of more than 580 architects, engineers, surveyors, scientists, planners, landscape architects, and technical support specialists, we offer our clients the benefit of a full "under one roof" consulting network.

72
Registered Architects

128
Professional Engineers

03
Registered Landscape Architects

05
Certified Interior Designer

07
Professional Geologists

03
Professional Planners

02
Professional Land Surveyors

04
Licensed Site Remediation Professionals

37
LEED Accredited Professionals

11
LEED Green Associates

OPERATING PHILOSOPHY	
MISSION	<p>Our People We commit to developing our people and rewarding hard work with growth opportunities in an inclusive professional environment.</p>
	<p>Our Clients We commit to being trusted advisors for our clients and delivering problem solving value and quality on every project.</p>
	<p>Our Communities We commit to creating thriving and healthy communities by giving of ourselves and developing sustainable solutions that benefit everyone.</p>
VISION	<p>We exist to improve the quality of life for everyone in our reach by empowering our diverse talent to sustainably solve the challenges of the built environment.</p>
	<p>We Stand as One H2M Inclusive. Supportive. Collaborative. No matter where you are.</p>
VALUES	<p>We Challenge One Another We show up curious and push boundaries.</p>
	<p>We Do the Right Thing Our character is built on doing what is right and ethical.</p>
	<p>We Work Safely We care for the lives of our people and their families.</p>
	<p>We Own it We hold ourselves accountable for team success and personal achievement.</p>
	<p>We Embrace Diversity We acknowledge and honor the fundamental value and dignity of all individuals.</p>



Architecture

- Architectural design
- Comprehensive grant programs
- LEED design processes
- Interior design
- Removal of barriers to the handicapped
- Master plans and revisions
- Needs assessments
- Planning studies
- Building conditions surveys
- Restoration of historic structures
- Restaurant and kitchen design
- Zoning ordinance review
- Educational facilities design
- Assisted living facilities design

Civil/Site & Structural Engineering

- Roadway reconstruction and resurfacing
- Site plan design
- Street lighting
- Flood control and drainage
- Irrigation systems
- Sidewalks and curbs
- Storm drainage systems
- Water mains
- Local roadway study and design
- Subdivision design
- Streetscape design and improvements
- Parks, playgrounds, athletic fields
- Parking fields
- Highway planning studies
- Intersection design and improvements
- Visual impact analyses
- Resident engineering inspections
- Geographic Information Systems (GIS)
- Green infrastructure design
- Structural conditions assessments
- Structural building design
- Structural renovations/alterations
- Cause and origin investigations
- Retaining walls, bulkhead, and culvert design
- Storm hardening/resiliency
- Expert testimony

Construction Phase Services

- Construction observation
- Shop drawing review
- Scheduling
- Construction administration
- Site safety plans
- Grant administration
- MWBE/SDVOB compliance
- Startup
- Commissioning
- Drone progress photos and video
- O&M manuals
- Utility coordination
- Response to RFIs
- Job progress meetings
- Prepare punch list
- Project closeout
- Record drawings

Environmental Services

- Air and water pollution control
- Hazardous waste management
- Hazardous materials storage design
- Waste minimization

- Environmental Impact Statements (EISs)
- Wetland delineation
- Environmental Site Assessments (ESAs)
- Environmental compliance audits
- Environmental permitting
- Site investigations
- Brownfield assessments
- Remedial investigations/feasibility studies
- Risk assessments
- Above and underground tank management
- Soil and groundwater remediation
- Soil vapor intrusion studies
- Regulatory compliance programs
- Industrial hygiene
- Indoor air quality
- CM/LBP/mold inspections and abatement
- Computer modeling
- Asbestos investigation and removal
- Geographic Information Systems (GIS)

Land Surveying

- Boundary and title surveys
- Topographical surveys
- Horizontal and vertical control surveys
- Hydrographic surveys
- Route surveys
- Subdivision planning
- Sanitary and drainage study maps
- Legal descriptions
- Construction layout services
- As-built surveys
- Architectural surveys
- Structural surveys
- Under-construction inspection surveys
- Easement survey and description

Landscape Architecture

- Tree inventory and assessment
- Tree mitigation
- Landscape design and restoration
- Conceptual site design
- Landscape planning
- Illustrative renderings
- Landscape architectural detailing
- Streetscape and urban design
- Parks and playgrounds design
- Campus landscape design
- Private estate and residential design
- Planting design
- Wetlands mitigation
- Green infrastructure

MEP Services

- Electrical systems design
- Feasibility and implementation studies
- Power supply
- Exterior and interior building services
- Closed-circuit television security systems
- Emergency power generation
- Site/systems and load evaluations
- Energy studies
- Site lighting design
- Fire and security systems
- SCADA systems
- Utility company rebates and incentives
- HVAC systems design
- Heat and cooling load analysis
- Steam systems
- Hydronics

- Heat recovery systems
- Chillers and cooling towers
- Laboratory ventilation systems
- Site/systems evaluations
- Feasibility/implementation studies
- Energy conservation
- Cost/benefit analysis
- Commissioning/testing

Planning

- Comprehensive Master Planning
- Parks, Open Space and Recreation Planning
- Environmental and Natural Resource Planning
- SEQRA and EIS Documentation and Process Support
- Community Visioning
- Zoning Ordinances and Analysis
- Redevelopment Studies and Plans
- Geographic Information Systems (GIS)
- Urban Design
- Design Guidelines
- Renderings
- Feasibility Studies and Conceptual Plans
- Downtown Revitalization
- Expert Private Testimony
- Municipal Board Representation

Wastewater Engineering

- Characterization/quantification of waste
- Treatment facility evaluation
- Scavenger waste facility design
- Outfalls and leaching systems design
- Chemical feed systems design
- Monitoring and control systems
- Nutrient removal treatment systems design
- Facility planning studies
- Wastewater treatment studies
- Wastewater treatment plant design
- Wastewater reuse design
- Standby power systems
- Sludge thickening, dewatering
- Sludge treatment, disposal
- Odor control
- UV and chemical disinfection systems
- Sewer system extension planning
- User cost analysis
- Sanitary sewer design
- Sewer rehabilitation studies and design
- Infiltration/inflow evaluation
- Pump station evaluations and design
- Sewer flow modeling
- Security systems
- Geographic Information Systems (GIS)
- Discharge monitoring reports
- Plant performance monitoring
- Preparation of O&M manuals
- Facility start-up and operations
- Groundwater/effluent monitoring programs
- Operator training
- Industrial pretreatment programs
- Prepare/revise sewer use ordinance

Water Engineering

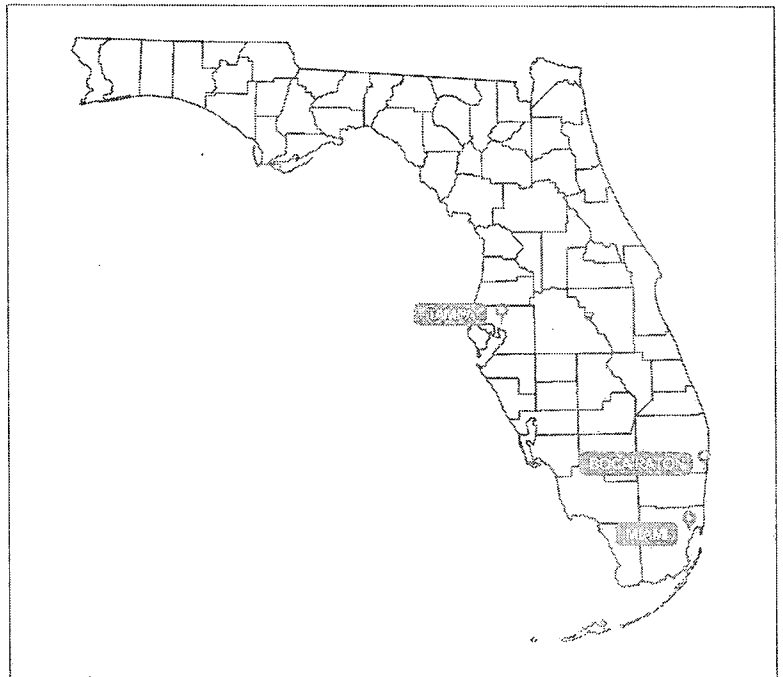
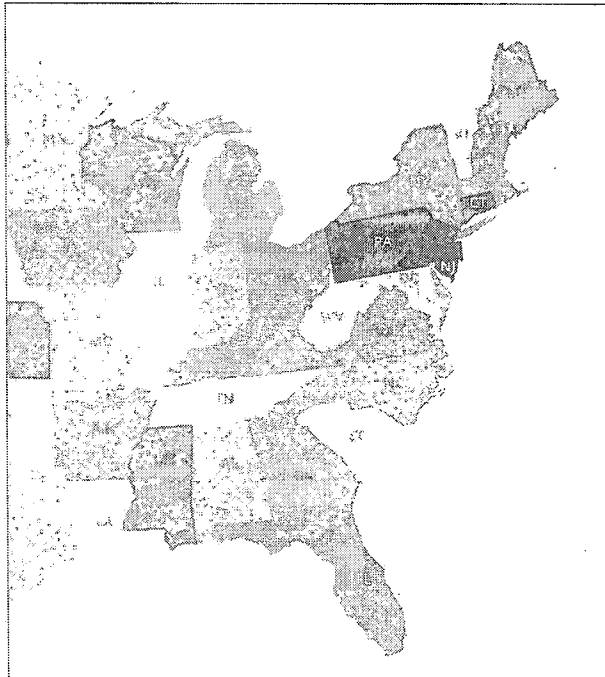
- Supply well design
- Plant rehabilitation design
- Water treatment systems
- Water filtration systems design
- VOC removal treatment systems design
- Distribution system analysis and design
- Distribution hydraulic modeling
- Automated mapping/facilities mapping
- Storage tank rehabilitation/repainting
- Storage tank design
- Tank and coatings inspection
- Instrumentation and computer control designs
- Comprehensive groundwater modeling
- Geographic Information Systems (GIS)
- Aquatics and park design
- Public swimming pool design
- O&M programs
- Training programs
- Asset management



Proposal Contact

David J. Pacheco, AIA
 Senior Vice President, Director of Operations
 H2M Architects & Engineers, Inc.
 951 Yamato Road, Suite 202
 Boca Raton, FL 33431
 866.970.6535 ext. 2031 | dpacheco@h2m.com
 www.h2m.com

H2M Office Locations | Florida Offices



- 📍 538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
- 📍 230 West 38th Street, 14th Floor
New York, NY 10018
- 📍 737 Roanoke Avenue
Riverhead, NY 11701
- 📍 2 Executive Boulevard, Suite 401
Suffern, NY 10901
- 📍 1133 Westchester Avenue, Suite N-210
White Plains, NY 10605

- 📍 433 River Street, Suite 8002
Troy, NY 12180
- 📍 119 Cherry Hill Road, Suite 110
Parsippany, NJ 07054
- 📍 4810 Belmar Boulevard
Wall Township, NJ 07753
- 📍 360 Bloomfield Avenue, Suite 301
Windsor, CT 06095

- 📍 951 Yamato Road, Suite 202
Boca Raton, FL 33431
- 📍 333 SE 2nd Avenue
Miami, FL 33131
- 📍 100 S. Ashley Drive
Tampa, FL 33602
- 📍 301 Grant Street, Suite 270
Pittsburgh, PA 15219

H2M* refers to H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. and/or its subsidiary, H2M Associates, Inc., and/or its affiliate H2M Architects & Engineers, Inc., as appropriate to the context. Each company's professional resources are available to the others to the maximum extent permitted by applicable state laws. H2M will not practice, and should not be interpreted to be offering to practice, any professional service for which it and its cognizant employees are not properly licensed.







H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba: H2M architects + engineers) is a NYS Design Professional Corporation. It maintains New York Certificates of Authorization to provide professional architecture, engineering, land surveying, and landscape architecture services.

H2M Associates, Inc. is a New Jersey business corporation. It is a wholly owned subsidiary of the parent company. It maintains New Jersey Certificates of Authorization to provide professional engineering, land surveying, and landscape architecture services.

H2M Architects & Engineers, Inc. is a New Jersey business corporation. It is an affiliate of the parent company, being under the ownership and control of a group of appropriately licensed officers of the parent company. It maintains New Jersey Certificates of Authorization to provide architecture and professional engineering services. It is also appropriately structured to maintain certificates of authority to provide architecture and professional engineering services in Connecticut, Delaware, Florida, Louisiana, Massachusetts, Pennsylvania, and Virginia.

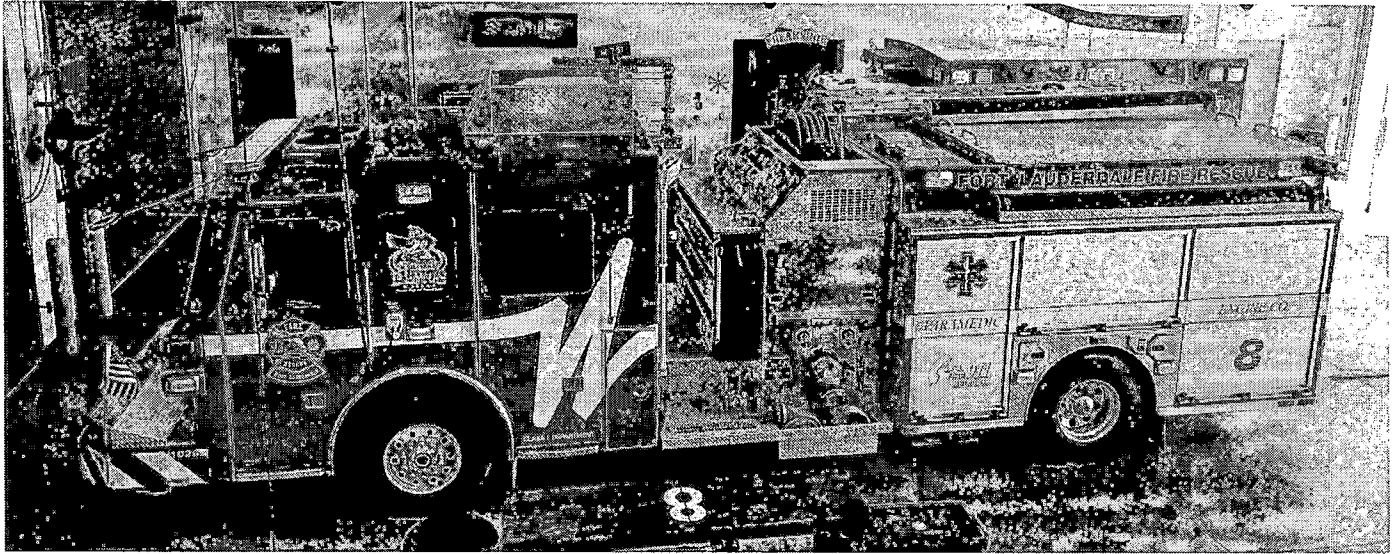


The Core of Excellence is an H2M exclusive initiative that sets us apart from the competition with a focus on excellence and quality as a core element of our services. It's a firm-wide commitment to deliver excellence through innovative and best-in-class service to our clients, colleagues, and ourselves. H2M's Core of Excellence is comprised of four key components:

 <h3>QA/QC</h3> <p>We demonstrate our commitment to ensuring quality at the corporate level through our appointment of a full-time Director of Corporate QA/QC to lead the development, implementation, and oversight of H2M's Quality Management System (QMS). This commitment is further reinforced by established quality assurance team members who, independent of the project design team, assure that H2M's components of quality are incorporated. H2M's QMS is comprised of a combination of processes, tools and resources available to all H2M staff. These include Quality Control Checklists, established QA/QC communication channels, and templates all made accessible through H2M's comprehensive Project Management Framework.</p>	 <h3>SCHEDULING</h3> <p>We recognize the importance of timely project delivery and take great pride in our ability to quickly mobilize, assign staff, and complete projects on time. H2M developed a custom scheduling interface allowing for consistent data inputs from the entire firm on a bi-weekly basis. This is transitioning to a centralized scheduling database that allows real-time total team scheduling updates and awareness, allowing H2M to actively adapt our resources to meet the needs of even the most demanding project schedules. We can share detailed, easy to read graphic schedules with our clients, allowing them to always have their finger on the pulse of their project's timeline.</p>	 <h3>SPECIFICATIONS</h3> <p>Our focus and commitment to excellence and quality is further reflected in our Master CSI-based Specifications Library. A dedicated, full-time Specifications Manager oversees the continual development, standardization, and maintenance of our Master Specifications. H2M utilizes a cloud-based specification software platform that allows all users direct access to our Master Specifications Library to develop project-specific spec books. This process ensures that our project specifications include the latest updates in product data and reference standards.</p>
 <h3>BIM/CAD</h3> <p>Building Information Modeling (BIM) has revolutionized the A/E/C industry. By using intelligent 3-D digital models to generate our designs, H2M can achieve a higher level of quality, consistency, and efficiency in our production process, minimizing the potential for change orders during construction. We employ a full-time, dedicated, and independent team comprised of design professionals and BIM-CAD specialists whose primary responsibilities are to create, deploy, and maintain company-wide standards, templates, procedures, and workflows. Our adoption of BIM has been the single most important change in how we design and manage our projects.</p>	 <h3>SAFETY</h3> <p>Safety is essential at H2M. We employ a dedicated corporate health and safety manager within the Core of Excellence. H2M has established mandatory safety training and is actively implementing the Plan-Do-Check-Act methodology. By incorporating safety into our overall quality management systems, we ensure that all of our staff can get home safely each day and that we proactively respond to our clients' health and safety requirements.</p>	 <h3>CLIENT BENEFITS</h3> <ul style="list-style-type: none"> ★ Well-coordinated construction documents that reduce project change orders and minimize cost overruns ★ Consistent quality and proven performance ★ Optimized resource allocation to meet project demands ★ Increased compliance with the latest industry and regulatory standards ★ Enhanced project visualization via 3D modeling ★ Improved collaboration among all project stakeholders



► Firm Qualifications & Experience



Introduction

H2M brings significant experience to the City of Fort Lauderdale, including expertise in fire, EMS, and police stations; residences; park facilities; wastewater and water treatment plants; administration buildings; athletic facilities; aquatic centers; and more. We have included a sampling of relevant projects in this section, which were/are managed and designed by the key staff identified in Tab 3.

Many of H2M's projects involve creating new facilities, adding onto existing facilities, and restoring, rehabilitating, or repurposing existing facilities. We often assist and lead the process for regulatory approvals, budgeting, systems and specialty equipment selections, and value analysis.

To meet today's energy needs and see that projects continue to work efficiently well into the future, the entire project team utilizes the most up-to-date knowledge and best practices for sustainability. Our designs and recommendations go beyond just energy efficiency to include LEED certified and storm resilient facilities.

Whatever type of project, its size, budget, or complexity, we have taken them all on with the same approach and understanding. Each is equally important and receives our best efforts and full attention. This approach is how we have built our reputation. We have demonstrated in our work a dedicated approach and commitment to every project and have established a reputation of cutting-edge industry knowledge, design excellence, and client satisfaction.

Minimum Requirements

H2M confirms we meet all minimum requirements associated with this RFQ:

- **2.8.1** - H2M has provided professional services for more than 90 years and has designed fire stations for more than three decades. Our Project Manager, David J. Pacheco, AIA, brings 30+ years of experience overseeing design projects.
- **2.8.2** - H2M understands that the City reserves the right to require we submit evidence of our financial, technical, and other qualifications and abilities of our firm prior to award.
- **2.8.3** - H2M and its principals have no record of judgments or pending lawsuits against the City or criminal activities involving moral turpitude. We confirm we have no conflicts of interest.
- **2.8.4** - Neither H2M, nor any principal, officer, or stockholder is in arrears or in default of any debt or contract involving the City.
- **2.8.5** - H2M is licensed to practice architecture and engineering in Florida. The firm's licenses are included with our separately uploaded forms.

Experience with the City of Fort Lauderdale

► City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88, Fort Lauderdale, FL

Description of the Work: H2M is responsible for the development of two design criteria packages for the Fire Station 13 and Fire Station 88 projects, which are intended to be completed under design-build contracts. The design criteria packages will involve a topographic and boundary survey, geotechnical soil sampling, engineering and architectural



► Firm Qualifications & Experience

and other related tasks, 3D renderings of up to three design concepts, and 30% design plans and specifications. H2M is also identifying all permits required, dewatering and stormwater pollution prevention requirements, and impacts to local business and residents, based on the data collection.

Client: City of Fort Lauderdale; Wilfredo Negron, P.E., Senior Project Manager, 101 NE 3rd Avenue, 21st Floor, Fort Lauderdale, FL 33301, (954) 828-3454, wnegron@fortlauderdale.gov

Duration: 2025 to Present

Contract Amount Awarded: \$1,096,299

Change Orders: None

Sustainable Business Practices

Sustainability isn't something we do; it's something we live. We all have a responsibility to the environment and to future generations. Minimizing the impact of projects on our environment, we consider the building envelope, electrical and mechanical systems, site characteristics, local environment, and materials used. We believe that sustainability doesn't have to cost more. Using integrated design, analysis, and research, we design projects that take a practical and efficient approach to sustainability. This is a baseline approach to our design philosophy and all options considered on the project will incorporate sustainability in the discussion.

We look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health. H2M understands the importance of establishing these initiatives at the outset of each project. If LEED certification is desired, we have the LEED accredited professionals at H2M that will be needed to coordinate and execute the work to obtain certification. We can provide the integrated designs that are desired by LEED, ones that are collaborative and involve all team members and disciplines that are involved in the project. Our in-house and extended project team works to provide options at each stage of design along with first cost and life cycle cost analysis to guide decision making and align decisions with the overall project and specific sustainability goals.



★ Sustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We provide an environmentally sensitive approach to our projects, one that is balanced, economical, and specific to the work to be undertaken.

We look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.

★ WELL Building Design

H2M has WELL Accredited Professionals on staff that work with our clients to incorporate the tenets of WELL Building Design, which prioritize human health and well-being. Wellness and biophilic design initiatives may be incorporated into projects, positively impacting the overall physical and mental health of the facility's occupants. Examples may include providing access to natural and circadian based lighting, use of natural materials, and opportunities for physical activity.



► Firm Qualifications & Experience

H2M has also worked with local power authorities in the past to help our clients achieve rebates for improved lighting fixtures, high efficiency HVAC equipment, as well as incentives for achieving energy efficient whole building designs like LEED.

Ability to Meet Time & Budget Requirements

Schedule Control: Many clients have stated that the ability to deliver a quality product on time is the single most important factor in the selection of a consulting firm. We recognize the importance of meeting the project scheduled promised to our clients, and take great pride in our ability to quickly mobilize, assign staff and complete projects under very restrictive schedules. The best solution in the world will not be well-received if it is not delivered on time.

H2M staff meets weekly to review the status of all active design projects. Every market sector leader and department head attends this meeting which is chaired by an officer of the firm to address any circumstance that may impact a project's schedule. This weekly meeting allows us to quickly shift resources to ensure that design schedules are met for urgent or expedited projects. In addition to the company scheduling meeting, our project managers hold weekly project meetings with each individual project team to identify any questions that need to be presented to the client and to determine if additional resources are needed to maintain the committed project schedule.

Cost Control: H2M utilizes BST Financial Management software to track all project financial information. This helps our staff ensure that they perform their required assignments within the client's budget. The BST system is also used as a resource management tool which allows Project Managers to schedule staff based on their projected workload. Designing a project to stay within the client's construction budget requires discipline and an awareness of the impact of design decisions and scope changes throughout the design phase. Cost opinions need to be updated at each design milestone, and an awareness of the construction bidding climate is imperative

to developing accurate cost opinions. All of our staff are aware of the importance of designing to the projects budget and we have been very successful at keeping projects within budget for all of our clients. We typically initiate various cost control procedures throughout each project, including:

- Preparation of budget estimates at three critical project intervals: schematic design, design development, and construction documents phases
- Review constructability of the systems details during project development. This enables us to review the design/cost relationship to verify adherence to the overall budget and program
- Evaluate the relative cost of systems and product throughout design and construction. All information is maintained on a computer network for the project team to access and review regularly
- Assist the owner in evaluating cost proposals from the contractors throughout the bidding and construction phase
- Develop bid alternates that maximize value without compromising quality

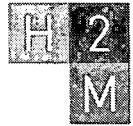
Change Orders: H2M works very closely with our clients to avoid or reduce construction claims during a project. First, we put together a very well-coordinated and detailed set of construction documents to minimize issues during construction. We provide a thorough review of contractor qualifications during the bidding process to ensure that the lowest qualified bidder is selected for a specific project. If issues arise during construction, we are proactive in resolving construction claims by working closely with the school administration and its legal counsel as part of the team to enforce contract terms. We are proud of the fact that we have experienced only minimal issues with contractors on our projects and the final constructed product, when considering the tremendous number of projects completed. When issues arise, we provide clear and concise technical advisement to our clients and their council in a timely fashion to assist in the resolution of claims.



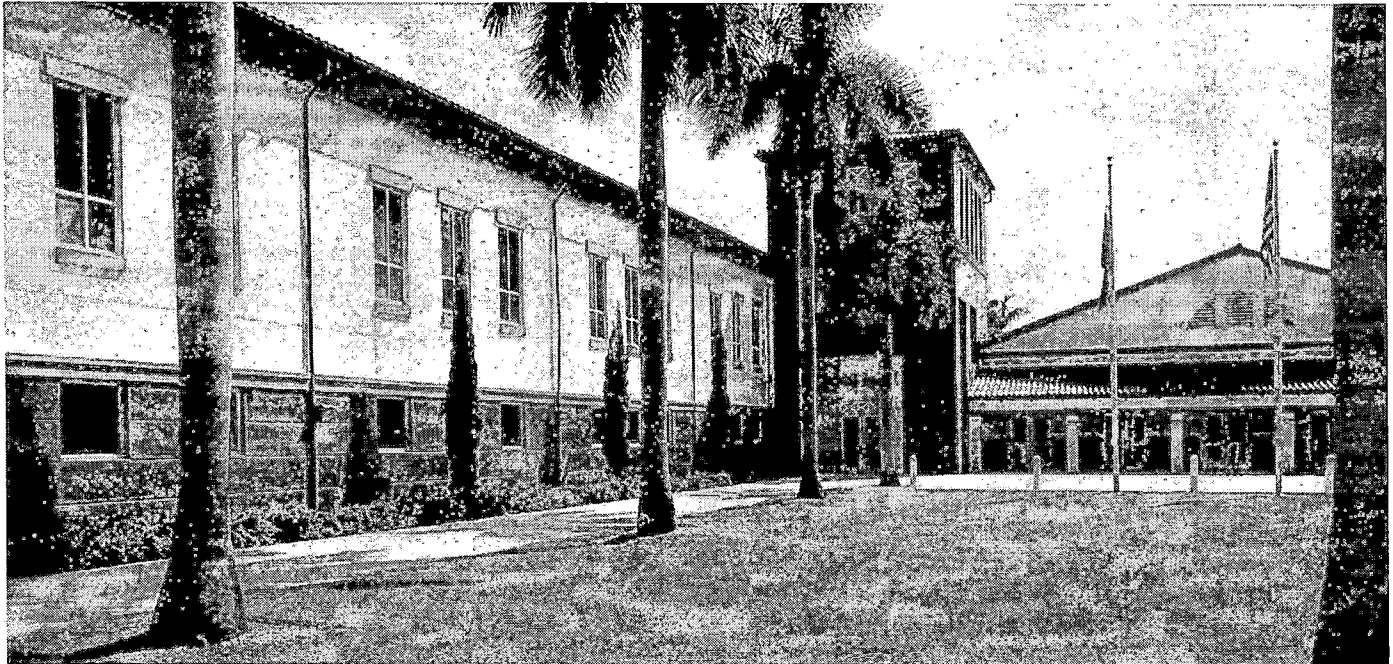
Additional experience follows this page.



New Emergency Generator



<p>Town of Davie Davie, FL</p> <p>Construction Cost: \$1 million</p>	<p>SERVICES PROVIDED</p> <ul style="list-style-type: none">Electrical EngineeringMechanical EngineeringPlumbing EngineeringArchitectureEnvironmental Engineering
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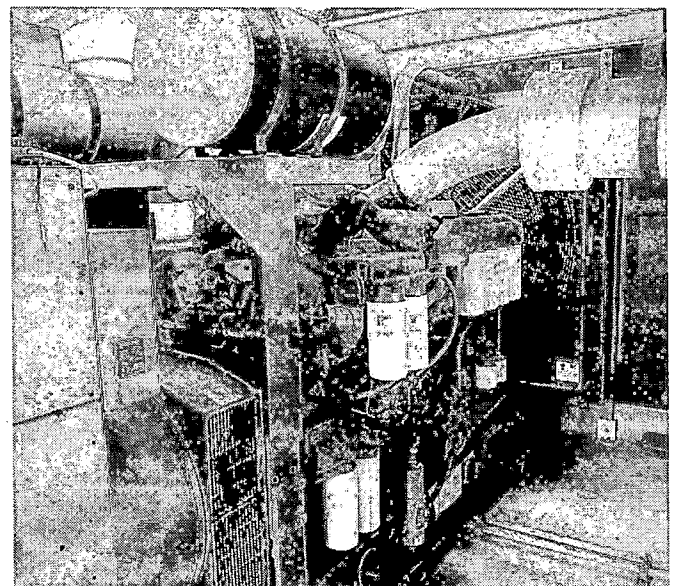


H2M is developing designs and preparing bid documents to construct a new emergency generator at the Town of Davie Police Headquarters.

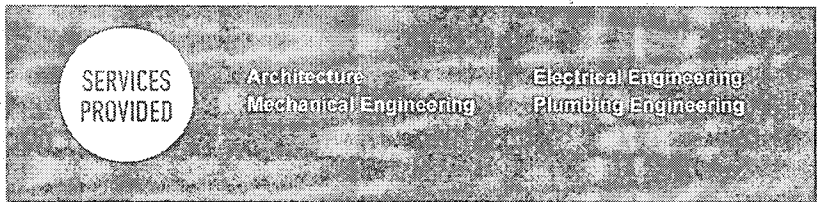
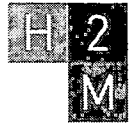
The Town currently has an underground storage tank fuel delivery system and an existing 750 KW emergency interior generator. The existing generator system provides full building back-up power for the Town's Police Headquarters building and adjacent Fire Department building. During Hurricane Irma, the generator and emergency system failed and critical operation facility buildings were left without back-up power. The generator has been intermittently failing since the hurricane. The Town received FEMA Hazard Mitigation Grant Program (HMGP) funding for a replacement.

H2M is designing a new 750 KW exterior emergency generator that will tie back to the buildings' emergency electrical systems. The generator will also be tied back to the existing fuel storage tank. H2M reviewed the FEMA flood maps to elevate the generator as required above the Design Flood Elevation.

H2M is also responsible for permitting and approvals, bidding assistance, and construction administration services.



Apartment Complex Expansion

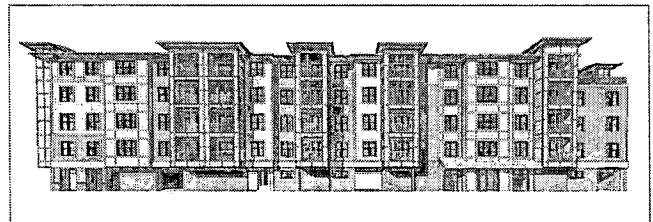


H2M is working with Castle Lanterra on the expansion of the Vue at Belleair, existing 339-unit, two-building development.

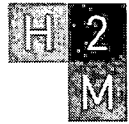
Castle Lanterra Properties sought to expand its existing 339-unit, multi-family housing development off Old Tampa Bay, Clearwater, FL, utilizing two recently purchased north and south corner parcels. These parcels with the new buildings designed to complement the development's architecture will be a signature cornerstone and beacon for the entire development as one travels on US 19. The new buildings are aligned with and are the terminal vistas of the existing interior pedestrian walkway system off the main motor entry court thus connecting these to the existing both visually and physically.

As the current development falls under Florida's, City of Clearwater's current US 19 Zoning District & Development Standards Overlay, comprehensive Form Based Code (FBC) Design Guidelines and Requirements were required to be analyzed, captured, and designed into the new structures. H2M, along with the owner's civil engineers, synergized the site and building design and layout in conformance with these requirements to obtain a "DO"-Development order to proceed. This also included meeting FEMA regulations and sensitively negotiating siting of the new structures adjacent to the City of St. Petersburg's significant water main easement along the US 19 properties frontages. The facilities design incorporated the client's programming of amenity spaces and parking requirements while exceeding the original residential unit count.

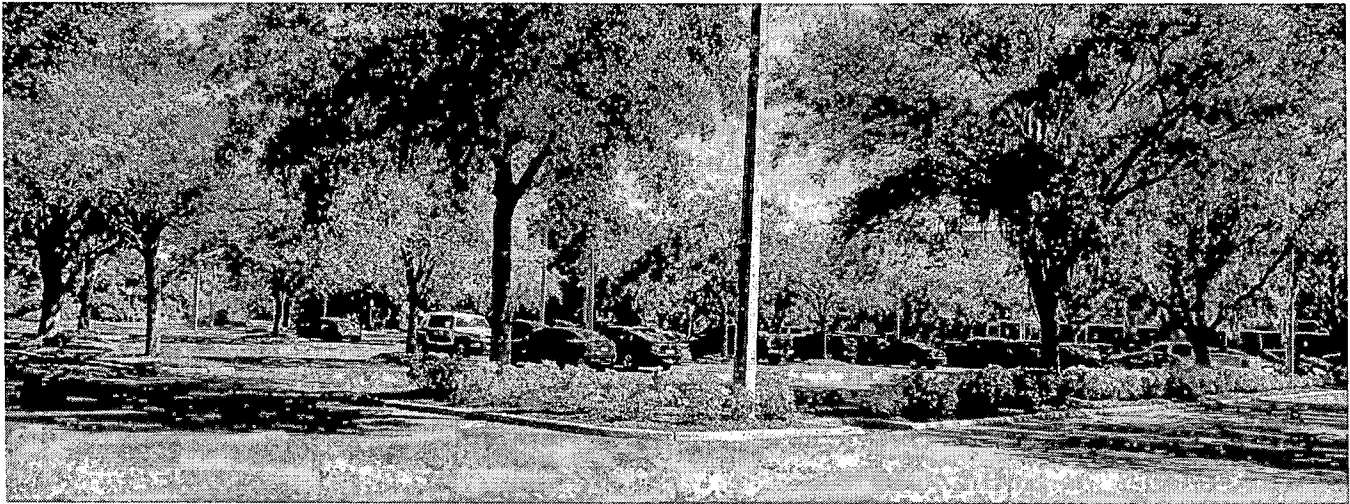
The north and south buildings (72- and 97-units, respectively) are multi-story wood frame over a concrete podium construction. Each building contains one-, two-, and three-bedroom luxury apartments with balconies, tenant ground floor amenities for clubrooms, lounges, and state-of-the-art fitness room, HIIT studio, specialty recreational common spaces, as well as roof-level lounge areas offering views of Tampa Bay with an elevated podium level amenity and outdoor courtyard in the south building. The site design complements the buildings' active design and amenities and incorporates landscaped walkways to US 19 east frontage road, outdoor "elliptical" gardens with seating and lounge areas, and pickle board courts, while the elevated residential levels provide respite from the sun by providing a covered parking option and new electric vehicle charging stations.



New Apartment Complex



Castle Lanterra Orlando, FL Construction Cost: TBD	SERVICES PROVIDED Feasibility Study Architecture
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H2M is working with Castle Lanterra on the expansion of their parcel (17C) within the Quadrangle Business Park in Orlando, FL.

The master developer who owns the Quadrangle has granted all parcel owners credits to enhance the development by adding new buildings. H2M is working closely with Castle Lanterra to explore adding a multi-family building to parcel (17C), to share the site with an existing office building.

The parcel is a 9.61-acre site with an existing office building totaling approximately 42,866 square feet. The proposed apartment building is four residential floors over two levels of podium parking.

The additional parking will help alleviate parking loss due to the new building. The parking level at-grade will be for the office/visitors, while the second level of parking is provided for the residential units.

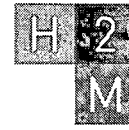
The first level of residential units will contain a courtyard at approximately 9,600 square feet. This courtyard will house a pool and main interactive spaces. The building also contains a two-level amenity at approximately 7,100 square feet. There are two entry points into the building. The main entry faces Quadrangle Boulevard.

The second entry is towards the other end of the property and is more private and will be used for loading and unloading.

H2M conducted a feasibility study of the site in collaboration with the client's civil engineer to see where the multi-family building would best be suited on the site. We explored how to maximize the quantity of units while also providing parking below the residential units.

The project is currently in the early stages of schematic design development.

New Fire Station

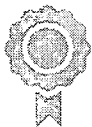
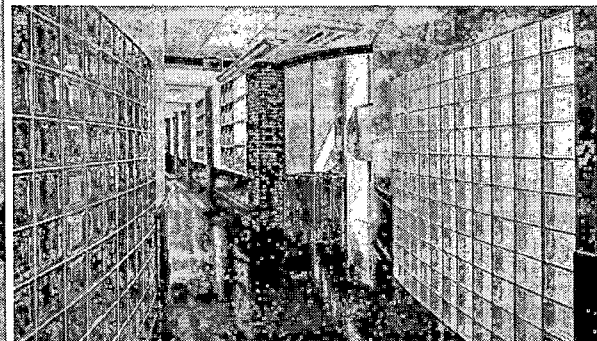
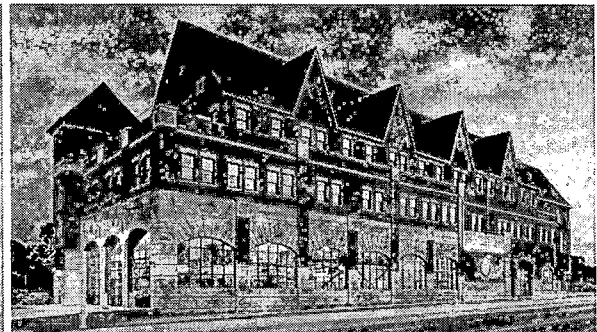
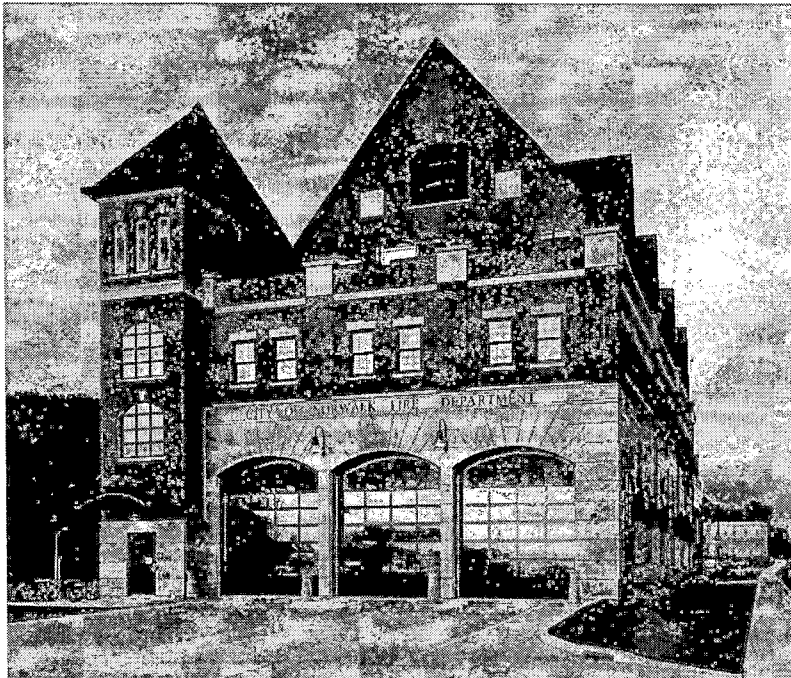


City of Norwalk
Norwalk, CT
Construction Cost: \$13.5 million

SERVICES PROVIDED

Feasibility
Public Support Campaign
Regulatory Approvals
Programming
Schematic Design

Budgeting
Contract Documents
Public Bidding
Construction Administration
Project Closeout



AWARDS

- 2016 Connecticut Green Building Council Honor Award
- LEED Gold 2014
- 2016 Firehouse Station Design Awards Gold Winner
- F.I.E.R.O. Fire Station Design Awards 2016 Gold Winner
- F.I.E.R.O. Fire Station Design Awards 2016 People's Choice
- Build Connecticut 2014 Construction New Construction Award

The City of Norwalk wanted its Fire Department to reuse its existing, very narrow site between U.S. Route 1 and I-95 to build its new headquarters and Federally funded EOC. Due to the site's location and narrow dimensions, it was extremely important to factor in controlling noise pollution, extreme traffic conditions, and air quality throughout the design process.

Pacheco Ross Architects (PRA), a division of H2M, helped obtain a \$1 million grant from federally funded EOC and designed a four-story facility with a large mezzanine to add space within the high bays. Corridors, walls, and roofs were successfully utilized to protect the living spaces from noise and pollution. The large mezzanine spaces were designed adjacent to the bays and classroom. The mezzanine was designed to incorporate numerous active training regimens including a chargeable standpipe, interior rope training, rappelling points, windows, maze, bail out, smoke, blackout, ladder evolutions, floor-to-floor transfer, confined space, rescue hatch, and ability to create additional regimens. The new building achieved LEED Gold Certification by reusing the brownfield site, utilizing daylighting, passive solar gain, state-of-the-art

HVAC energy saving systems, noise abatement, and continuous soy-based insulation, recycled materials, and bamboo flooring.

PRA/H2M faced significant challenges on this project, specifically as it related to the site's narrow width. To manage this challenge, PRA/H2M coordinated the CM, City and Fire Department to acquire additional State owned land through negotiations with State and local DOT, City, and State agencies. The design allowed PRA/H2M to accommodate training facilities, firematic support, public areas, firematic offices, a highly secure city-wide IT center, apparatus bays, administrative spaces and the regional EOC within the new building.

Architect of Record: Pacheco Ross Architects, P.C.
(Pacheco Ross was acquired by H2M in 2016)

Photo Credit: David R. Miller

CAM #26-0347
Exhibit 6
Page 17 of 70

New County Public Safety Facility

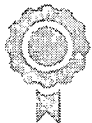


**Saratoga County
Board of Supervisors**
County of Saratoga, NY
Construction Cost: \$25.1 million

**SERVICES
PROVIDED**

Feasibility Study
Site Evaluation
Schematic Design
Programming All Users
Budgeting
Construction Administration

Geotechnical
Phase 1A and 1B Cultural
Field Reconnaissance
Design Development
Construction Documents



AWARDS

Law Enforcement Station Design Awards: 2020 Bronze Award | **2020 ACEC NY Gold Award**

Critical essential service facility combining County Emergency Services, Emergency Operations Center, 911 Call Center, Sheriff, Public Health, and Probation Departments under one roof for efficiencies in space, coordination, communication, emergency power, community training and outreach.

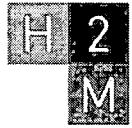
The Saratoga County Sheriff's Department, Office of Emergency Services, and the County Health Department share similar missions and work hand-in-hand during emergency situations. Their co-location near the existing communications tower on County-owned land is intentional. The addition of the probation Department to the facility helps emphasize the aspect of Probation as a public safety function, related to law enforcement, and encourages communication with the Sheriff's Department.

Placement on the County owned site allows for future growth and provides the County of Saratoga with a central location for all of its emergency response needs.

The need for larger meeting rooms for each use was reduced by incorporating shared conference, meeting, and support rooms. The design is a single-story solution, and layout within each department allows for future growth. The main lobby connects the entrance to each department through waiting areas.



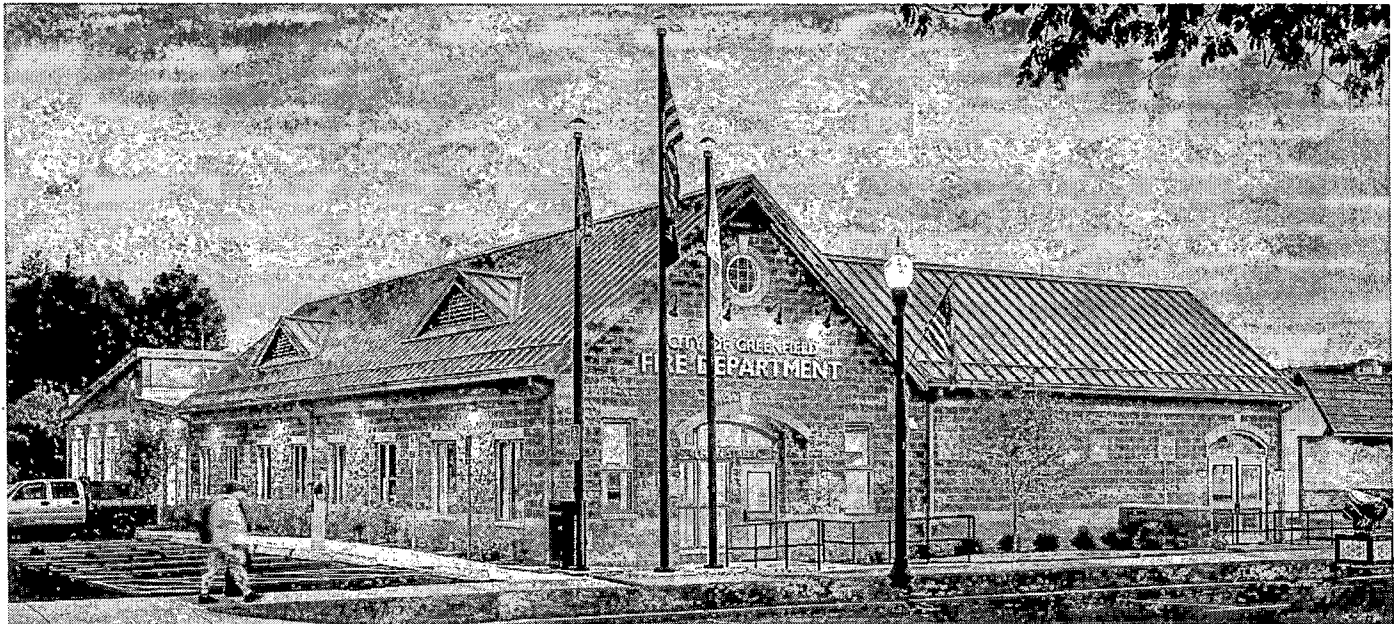
New Main Fire Station



City of Greenfield
Greenfield, MA
Construction Cost: \$17 million

SERVICES PROVIDED

- Land Acquisition Studies
- Preliminary Design Through Construction Administration
- Public Presentations and Renderings
- Sustainability
- Bid Phase/Procurement Assistance
- Grant Funding



Over a span of 10 years, H2M helped the City of Greenfield find the ideal spot and design the perfect fire station while meeting all of their goals.

The Greenfield Fire Department in Greenfield, MA needed a new headquarters. The Department spent many years planning a new station and searching for the perfect site. However, before the Department could find a new location, the adjacent historic library received a state grant build a new branch. This grant was critical for the library, but they had limited time to use it, so the library co-opted the existing fire station and a municipal parking lot for its own use.

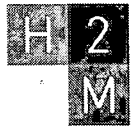
The firm worked with the City to help the Department find the best possible site for a new home. In the meantime, H2M designed temporary facilities on a City-owned parking lot that the career Department could use for operations. The final headquarters is the culmination of over a decade of design configurations, scope adjustments, environmental challenges, and the Department's request to meet the Massachusetts Building Stretch Code.

Few sites within the City's downtown area had the space to fit all the Department's needs and many had significant soil or existing contamination issues. It was critical to the Department that the design not sacrifice their plans for a historical firefighting museum or for the station's quality and functionality. H2M's design, presentation, budgeting, and feedback response skills kept the project within budget.

The final design includes two buildings (the main headquarters and a storage annex), totaling 20,234 square feet on an L-shaped site on Main Street. Just inside the main entrance, a historic photo wall leads to a firefighting museum and administrative offices. Living spaces and bunks for first responders are nearby. A ramp leads down to the five apparatus bays and training spaces. The aesthetic is modern but historically sensitive, meaning that the station uses round windows in the gable roof ends with keystones from the original station as well as the materials, forms, and colors to complement the rest of the City.

Environmental sustainability is important to the City. In order to take advantage of a reimbursement program from the local electric utility, the station is designed to target an Energy Use Intensity (EUI) score of 35 or lower. An EUI score represents a building's energy consumption relative to its size. Lower scores are more efficient. The station also meets the Massachusetts Stretch Code, which is an optional annex to the Building Code that requires buildings to be 30% more energy efficient than standard. The facility is all-electric, except for an emergency propane generator and a back-up propane boiler for the in-floor heating. The roof over the bays is designed to support the future installation of photovoltaic panels.

New Combined Fire/EMS Station

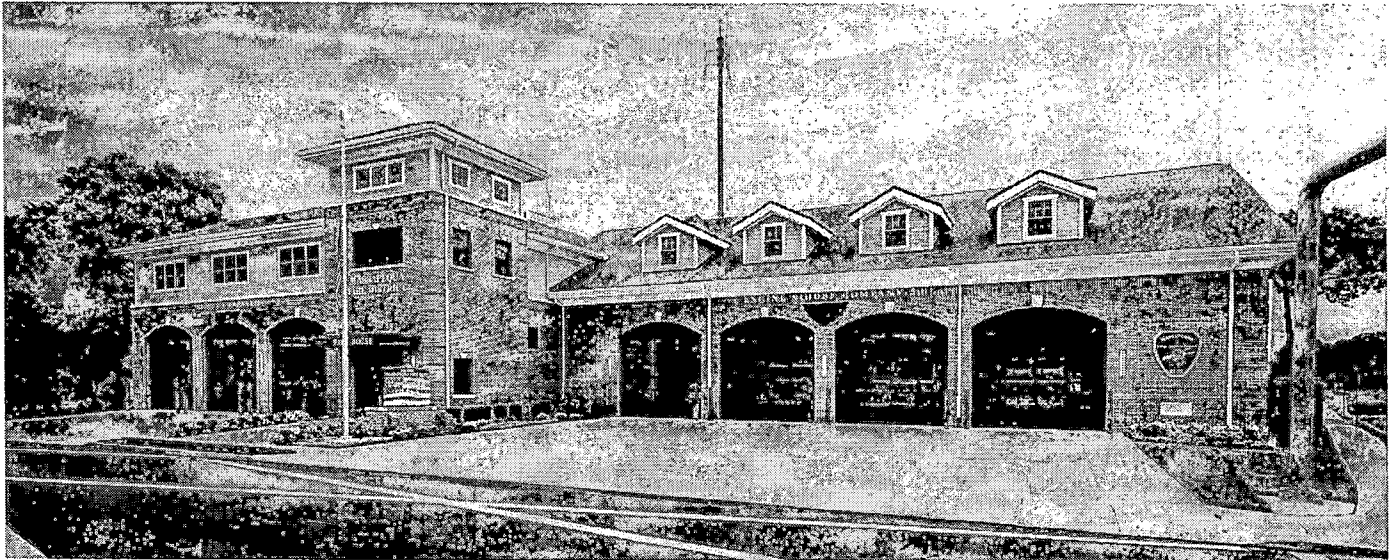


Massapequa Fire District
 Massapequa Park, NY

Construction Cost: \$9.8 million

SERVICES PROVIDED

- Budgeting & Programming
- Bond Referendum Services
- Public Support Campaign
- Architectural Design
- Civil, MEP/FF, Structural, & Environmental Engineering
- Schematic Design
- Public Bidding
- Construction Administration
- Construction Observation



- Firehouse Station Design Awards – Notable
- IFERCO Station Design Awards – Merit

H2M designed a new combined fire and EMS substation to better fit the needs of a modern fire district.

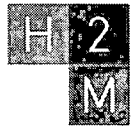
The Massapequa Fire District Board of Commissioners spent multiple years evaluating its facilities to determine the best course of action for its existing Park House Station. The station, built in 1953 with multiple additions over the years, was not compliant with current building codes or well-suited for modern firefighting practices, including preventing carcinogenic cross-contamination. H2M reviewed the feasibility of renovation vs. new construction and found that a major renovation would be necessary to cater to the community's growing needs and the first responders to serve it. The Board of Fire Commissioners selected H2M to design the new station but required the firm to adapt and re-use the original hose drying tower as a prominent feature in the new design. H2M also provided temporary power and critical infrastructure to maintain the operation of the existing 110-foot radio monopole throughout demolition and construction.

The new 21,600-square-foot station comprises seven bays, including one drive-through; integrated hands-on training for confined space, bailout, and standpipe training; decontamination

spaces with a focus on hot-zone design and responder flow; and company offices, fitness facilities, training room, rehab support closet, and large multipurpose room with a folding partition for increased flexibility.

The site is nestled in a residential neighborhood, but the programmatic requirements for the new station nearly doubled the existing square footage. H2M responded to the surrounding community's requests by designing the station to match the local streetscape. The façade blends a traditional masonry station with softer residential elements, such as fiber cement siding, colonial windows, and sloped-shingle roofs with dormers. A split-level second floor reduces the apparent overall building height and doubles as an outdoor wellness patio. False mansard roofs conceal commercial-sized mechanical equipment from view and eliminate the need for ground-level equipment.

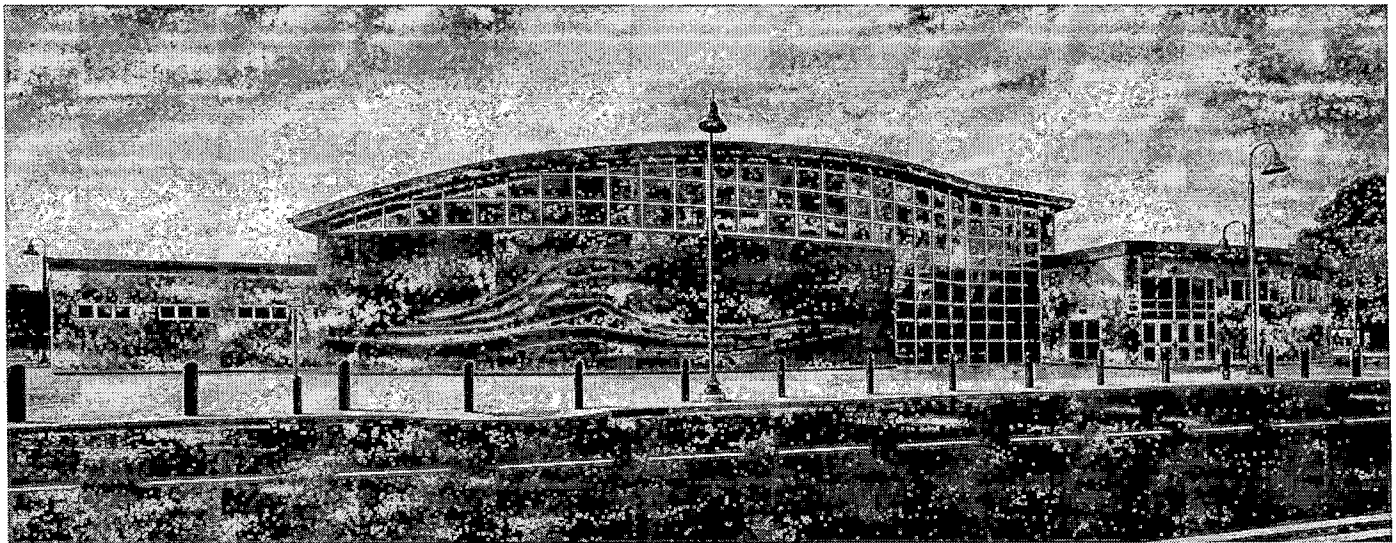
Aquatic Center and Athletic Field Complex



Farmingdale Union Free School District
 Farmingdale, NY
Construction Cost: \$26.5 million

SERVICES PROVIDED

Architectural Design	Civil Engineering
Structural Engineering	Survey
MEP Engineering	Expediting
	Construction Administration



◆ 2018 LJBN Top Education Project

H2M provided architectural and engineering design for a new 26,000 square foot aquatic center for Farmingdale School District.

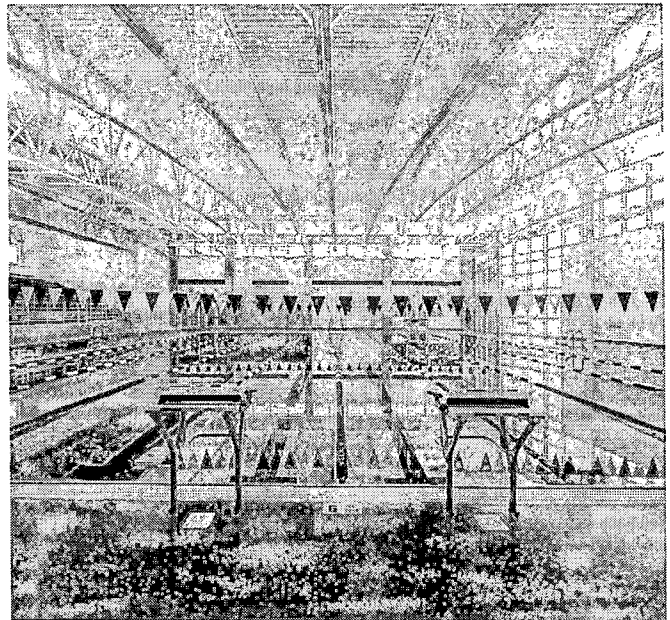
H2M was responsible for the design of a 26,000 square foot aquatic center with an indoor 25 yards, eight-lane competition swimming pool, and one-meter diving board. Adjacent to the competition pool are two sets of locker rooms - one for swim competition, the other for students attending physical education classes. Both locker rooms contain showers and gender neutral toilet facilities. Training rooms, official's locker rooms, storage, and public toilets surround the pool deck and frame the entrance to the pool. A section of the pool deck is dedicated to elevated bleachers with capacity for 300 spectators, with an unobstructed view of the pool and diving area.

Unique to the complex is the public component that integrates the facility with the surrounding community. Adjacent to the competition pool and separated by a glazed wall panel system is a four feet deep, 2,500 square foot pool intended to be used by the community, youth organizations, and after school senior swim activities. Duplicate locker rooms and toilet facilities

are provided, along with equipment storage and office space for administrative services. Access to the facility via the main entrance is a combination of expansive glazing and structural steel framing that creates an open, bright, and inviting space with a centrally located circulation/security desk and informational kiosk displaying the day's activities and updated event calendar. Since the aquatic center is detached from the middle school, community members can use the aquatic center during the school day. Additional parking spaces now enable faculty and more parents to attend student events and use the facilities in their own time. New pedestrian walkways connect the closest major thoroughfares to the athletic complex. Additionally, this space has already served as the home of the most recent Special Olympics.

Heating and lighting energy efficiency measures, such as high-efficiency pumps, daylight harvesting lighting, and a variable frequency drive, help to keep costs down and limit

the consumption of fossil fuels. State-of-the-art UV filtration, dehumidification, and ventilation systems reduce long-term maintenance costs. The filtration, humidity, and radiant floor heat systems will provide enhanced indoor air quality and help prolong the life expectancy of the equipment and structural components. Long span structural steel bar joist frames the curved roof with a majority of the filtration and skimmer systems contained within a lower level machine room. A co-generation plant provides an energy efficient "green" solution to heat the pool water from heat generated by running the gas fired plant. The generator will provide electrical power to light the spaces and provide an alternative energy source. The building is also equipped with an emergency stand-by generator which will allow the facility to operate as a district command center during natural disasters and provide the capacity to maintain water circulation and heat during power failures. The fiber optic connection the school district network has, along with security cameras and recording capability, ensures a safe and secure environment for the students and staff.

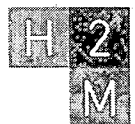
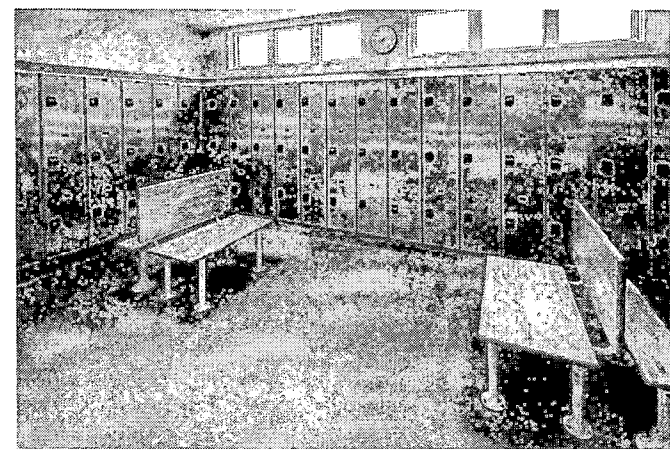


The site component of the project includes construction of a new synthetic turf multi-purpose field striped for various sports teams ¼ mile, six-lane rubber surfaced running track; along with a regulation synthetic turf boys' varsity baseball stadium, including dugouts, bleachers, bullpen, and batting cages. A separate girls' regulation synthetic turf softball field is included with bleachers and various site amenities. A synthetic turf carpet was added to better stand-up to the expected wear-and-tear on the fields. At the elementary schools, the natural grass fields were renovated with drainage, fencing, grandstands, and other amenities.

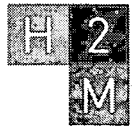


Other site features include a separate bus drop-off area to separate the vehicular traffic for the student teams accessing the site, a comfort station, a concession stand, and landscaped walkways. Additional faculty parking, pedestrian paths, and stadium lighting will create a complete sporting venue with the capability to host night games as well as state and county level competitions.

The design team held bi-weekly meetings with a committee consisting of educators, administrators, facilities managers, student-athletes, coaches, and community-based organization members to discuss their programmatic needs and anticipated use of the facilities. Complex design issues and spatial agencies were prioritized to reduce operating costs, improve energy efficiency, user-friendly facilities that ultimately satisfied the needs of the client.



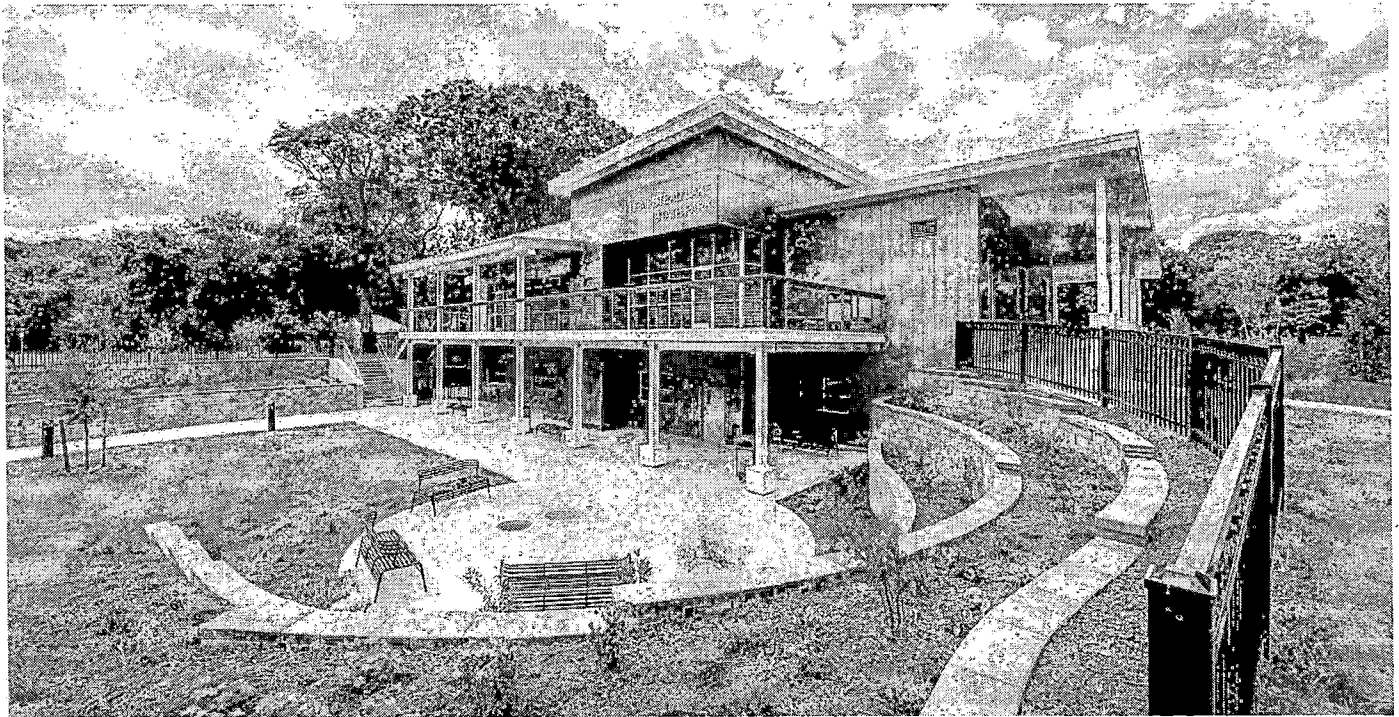
Environmental Education and Resiliency Visitor Center



**New York State Office of
Parks, Recreation, and
Historic Preservation**
West Hempstead, NY
Construction Cost: \$9 million

SERVICES PROVIDED

Architectural Design	Landscape Architecture
Interior Design	MEP Engineering
Civil Engineering	Land Surveying



◆ **ACEC-NY Platinum Award**

◆ **AIA/LLI Archi Commendation Award**

H2M designed an Environmental Education and Resiliency Visitor Center at Hempstead Lake State Park with spaces for public gathering, learning, and training. This is part of the Governor’s Office of Storm Recovery’s Living with the Bay project.

Hempstead Lake has served for more than 150 years as an important recreational, educational and environmental asset. The Lake rests in the Mill River Corridor, and is a key component to the resiliency strategy needed to improve water quality and mitigate storm-water flooding in communities surrounding the Park. Long Island, specifically the south shore, has been faced with increased severe storm-related flooding; there is a great need for storm resiliency interventions to protect the public, property and environment from future events.

H2M was commissioned by the Governor’s Office of Storm Recovery (GOSR) to complete the Hempstead State Lake portion

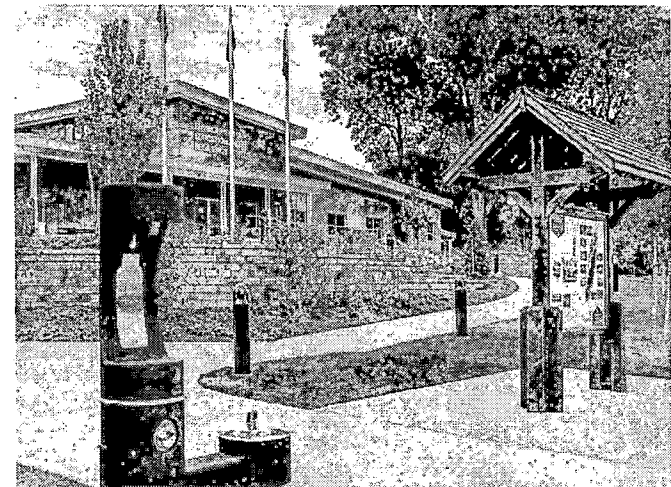
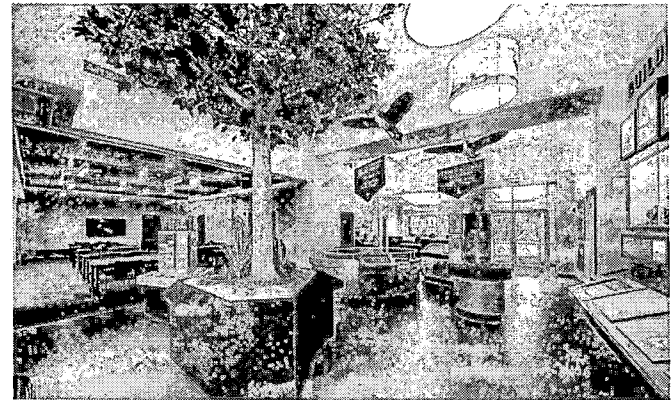
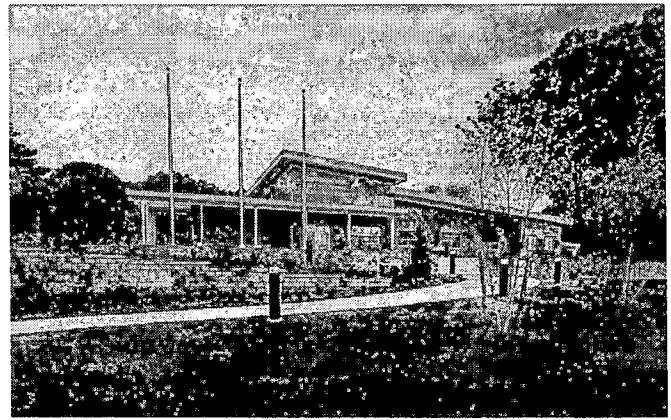
of the Living with the Bay project, which, in addition to this new building, includes park enhancements and amenities such as public lake access, ADA docks, trail improvements, bird-watching platforms, interpretive and educational signage, and a parking field with green infrastructure. Environmental co-benefits of this cumulative scope include ecological restoration, groundwater recharge, and public awareness.

The state-of-the-art Environmental Education and Resiliency Center is an 8,000 square foot facility, which serves as a centralized destination for the visitors and staff of the Hempstead Lake State Park. This building is designed to educate the public

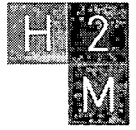
on the history of the park, the sustainable nature of the building itself, and the resiliency measures addressed under the Living with the Bay projects through interactive and informational displays. Additionally, the facility will be used as a training center for the Nassau County Law Enforcement Explorers program, and will be available to local school districts as an immersive educational space including a wet-lab for hands-on learning and activities. The building offers indoor-outdoor spaces for views and direct connection to the natural environment. The program includes flexible spaces for public gathering, learning and training, toilet facilities, staff offices, and training spaces that will double as an emergency response hub in the event of a local emergency or natural disaster. The building is equipped with a generator capable of powering the entire building during power outages.

This sustainable building was designed to limit construction and operational impacts on the environment, and includes a robust thermal envelope comprised of SIPS panels which provide continuous insulation in both the walls and roof. Sustainable building systems include roof mounted photovoltaic panels, efficient LED lighting, low energy use equipment and fixtures, and an electric vehicle charging station. Materials were chosen for recycled and low-VOC content, and bird-safe glazing is incorporated into exterior openings. Human wellness was also a central design concept. Connections to walking paths within the park, and attractive and well placed stairs will encourage visitors to engage in physical activity. Abundant access to natural light, views to nature and incorporation of natural materials such as wood in the building interior follow proven principles of biophilic design.

Significant effort went into properly siting the building and determining the optimal form. As a federally funded project, it was imperative to maximize usable space and functionality, while being respectful of public funds. The final location was chosen for its slope and views to the water; building the structure into a hill allowed for a walk-out lower level to be incorporated within the budget, provides views to the lake without construction activities occurring too close to this fragile resource, and resulted in a well-anchored building, whose height and connection to the land respects the natural surroundings and blends seamlessly with the surrounding site work.



Library Addition and Renovation



Oceanside Library
Oceanside, NY
Construction Cost: \$25 million

SERVICES PROVIDED

- Architecture
- Engineering
- Programming
- Design
- Sustainability
- Bond & Pre-Bond Services

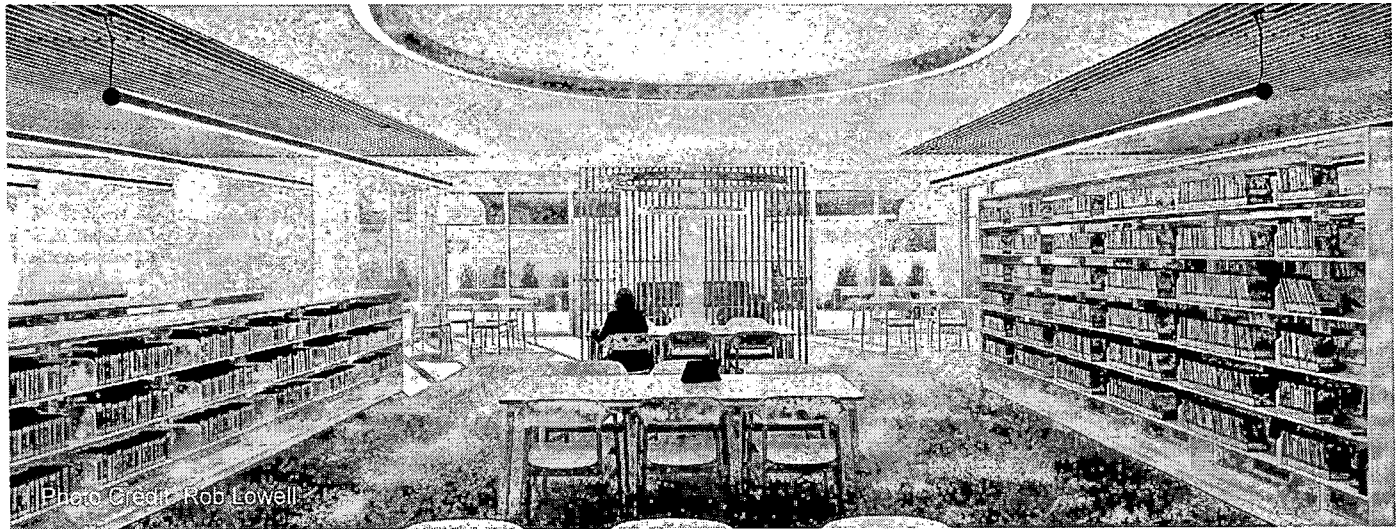


Photo Credit: Rob Lowell



H2M worked with Oceanside Library to design a state-of-the-art facility that would serve as a community hub with unique spaces to encourage creativity. The collaborative and innovative design led to the passing of a bond referendum to facilitate this important project.

Oceanside Library provides some of the most innovative and sought-after programming in the country. Their existing facility did not provide them with the space, technology, or flexibility to meet their ever-evolving needs. H2M worked with the Library to design a state-of-the-art facility that would serve as a community hub and a platform for their creativity. A collaborative effort involving H2M's architects and engineers, the Library Board, Directors, and staff, and the local community resulted in an innovative design that led to the passing of a bond referendum to facilitate this important project.

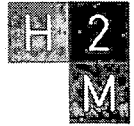
The existing Library was approximately 32,000 sf, while the new design provides approximately 48,000 sf. The Library is situated in a developed suburban area; parking and outdoor space were critical to maintain. Additional square footage was added by demolishing an existing one-story portion of the building, and constructing a lower level, first floor and second floor to match existing levels of the portion of the building to remain. The Library was also able to purchase two adjacent lots to add parking necessitated by the larger building and additional programming spaces. The design incorporates an existing reading garden and a second outdoor plaza, connected to the building and on axis with the building's main entry point.

The design incorporates many unique spaces for Libraries, such as a theater/stage, STEM workshop, podcast room, a demonstration "Discovery" kitchen, craft room, a cafe, and a gallery. Sought after spaces such as meeting rooms and soft seating areas are provided in a variety of sizes and configurations to provide a comfortable and welcoming space for all users. Spaces for adults, teens, tweens, and children are strategically located for ease of access, security, and sound control.

Throughout the building, technology is specifically designed to maximize functionality and versatility of each space, and includes presentation and recording equipment, a room reservation system, Wi-Fi, power, and data access. Sustainability was a key factor in the decision-making process, with highly efficient HVAC and electrical systems, ultra-thermal fenestration packages, a robust building envelope, and low VOC/high recycled content materials and finishes specified throughout.

Subconsultants for this project included EW Howell (Construction Manager), MDA Designgroup (Interior Architect), Theatre Projects (Theater Design), Colburn Guyette (Kitchen Design), and T-Squared (Wayfinding and Signage).

Historic Restoration and Renovation

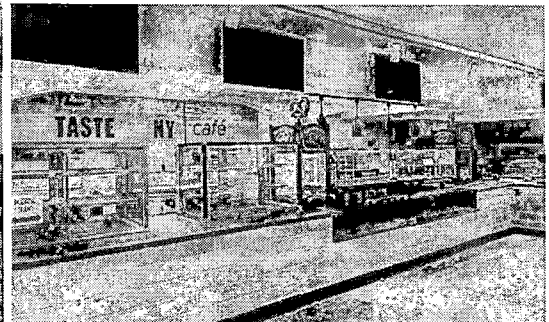


New York State Office of Parks
Recreation, and Historic Preservation
Wantagh, NY
Construction Cost: \$3.156 million

SERVICES
PROVIDED

Architectural Design
Design Development

Historic Restoration
Structural Engineering



ACEC New York - Platinum Award

The Jones Beach West Bathhouse has been in continuous operation for more than 85 years, serving millions of visitors each season. Natural events, wars, changing social and cultural demands, major increases in visitation, and material deterioration have all impacted the building. Changing use patterns have also resulted in major alterations to the previous design.

Previous alterations to the West Bathhouse resulted in the replacement of all original finishes. While the original finishes highlighted the structural components of the design, the alterations concealed many of these elements, changing the character of the space completely. Concrete support columns were covered with large ceramic tiles, original concrete floors were tiled over and the original combination pendant light and fan fixtures were replaced with fluorescent light fixtures. A five-bay-wide passageway that linked the pool to the ocean was also closed off and infilled with concession areas.

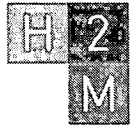
Jones Beach State Park was listed on the National Register of Historic Places in 2005, changing how the Park and contributing structures are viewed and treated. In 2015, \$65 million was appropriated to the refurbishment of the park.

The first phase of this project returned the 6,000 square foot south side of the first floor to its former historical glory. The main goal of

this portion of the project included the restoration of the original open passageway between the West Bathhouse courtyard pool and the ocean beach, creating a new concession area within the connecting passageway link representative of the original design concept and including modern amenities and park functions. Several resiliency elements were included within the design of the first floor to ensure the space would be protected in the event of a storm or flood.

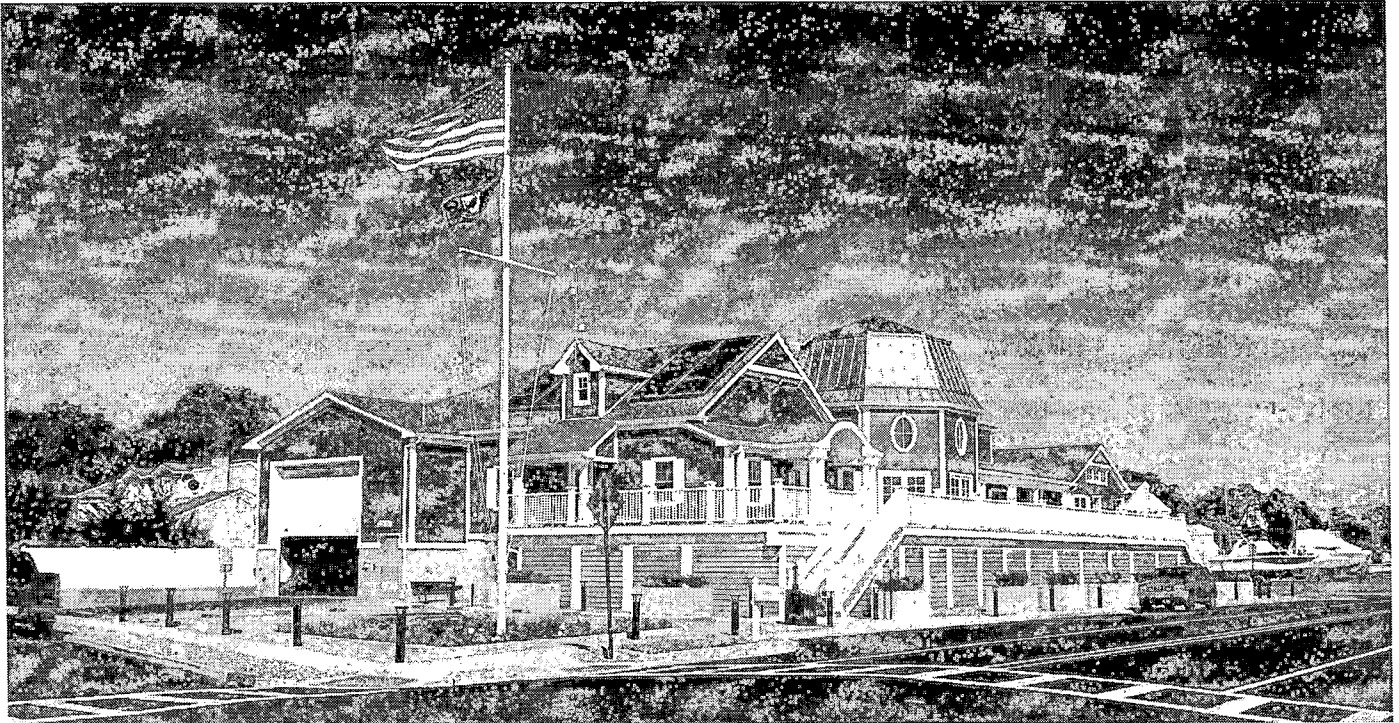
The second phase of the project restored the Marine Dining Hall on the second floor and preserved the original Art Deco design motifs and interior finishes as visualized by Robert Moses. Renovations of the main dining room and adjacent lobby area were incorporated, inclusive of the construction of exterior terrace awnings. The second floor space will serve as a catering space for special and private functions.

New Marina Building



Township of Neptune
Neptune, NJ
Construction Cost: N/A

SERVICES PROVIDED
New Building and Site Design
Structural Designs
MEP Designs
Site Planning
Architectural Designs

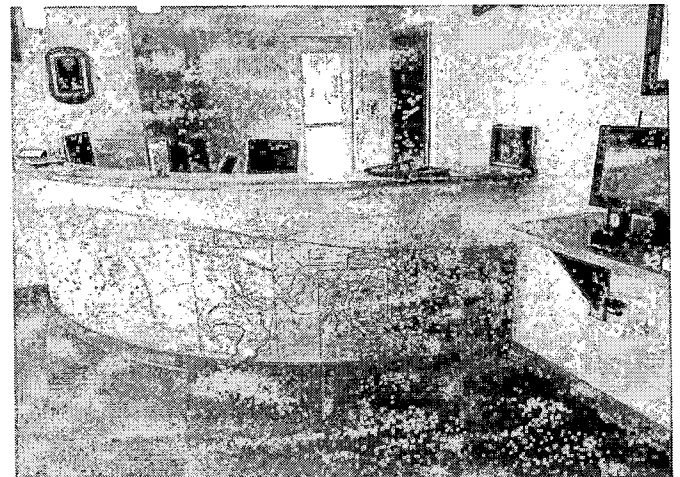


The Township of Neptune hired H2M to design a new two-story, mixed use building along Shark River Waterfront to replace the existing facility which had recently sustained damage during Super Storm Sandy.

The new facility was an opportunity for the Township to do something special along Shark River to strengthen the nautical neighborhood feel. The building is designed using features made popular by Shingle Style and New England style architecture.

The program includes office space, retail space, boat repair, meeting rooms and amenities such as fully accessible toilets, showers, changing/locker areas, vending and covered deck space to escape from the sun.

This building and all its amenities is open to the public and serves as a destination for the boating community and all others looking for a place to congregate or simply enjoy the beauty the Shark River waterfront has to offer.



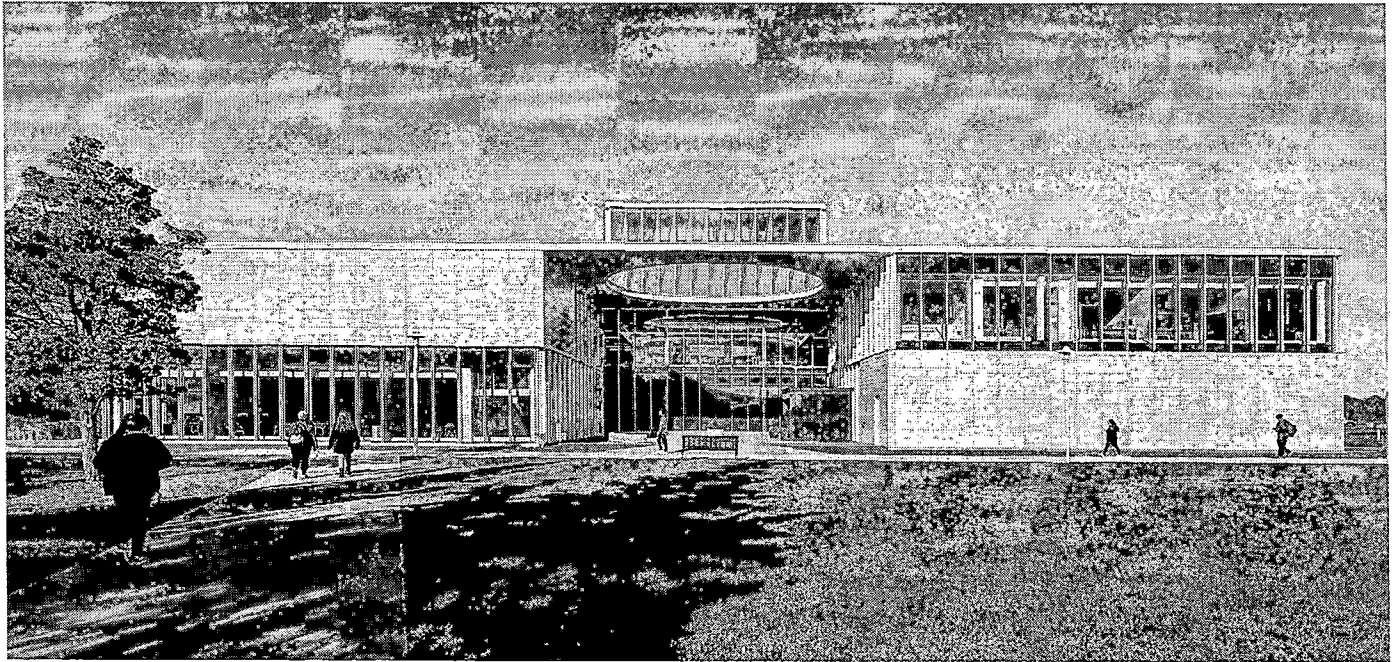
New Learning Resource Center

**Suffolk County
Community College**
Brentwood, NY
Construction Cost: \$29.6 million

SERVICES
PROVIDED

Architecture
Interior Design

Sustainable Features



AWARDS

Architizer A+Awards
AIA New Jersey Honor Award
LEED Silver Certification

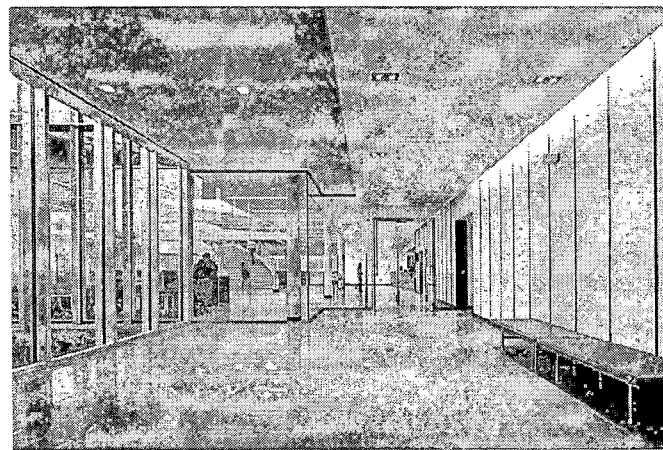
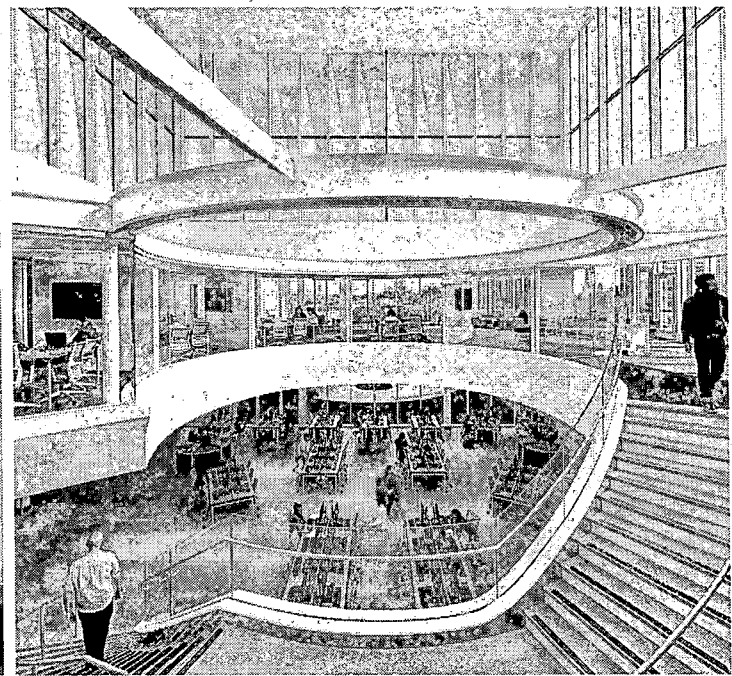
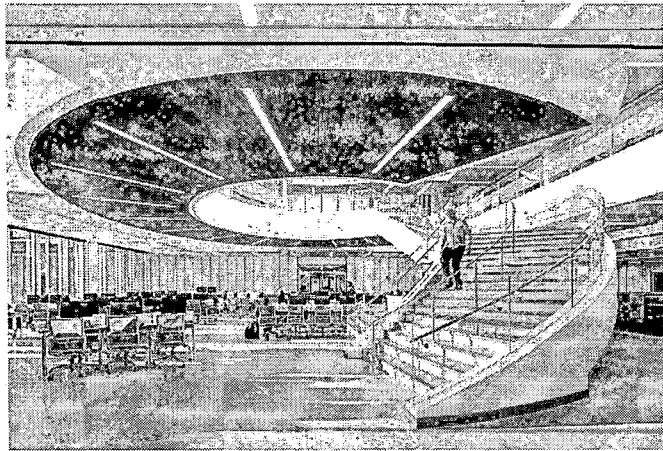
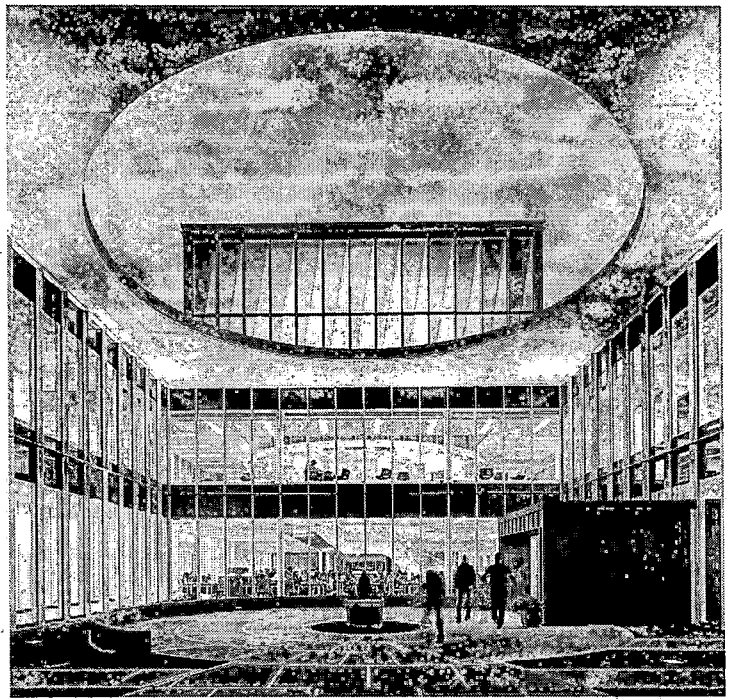
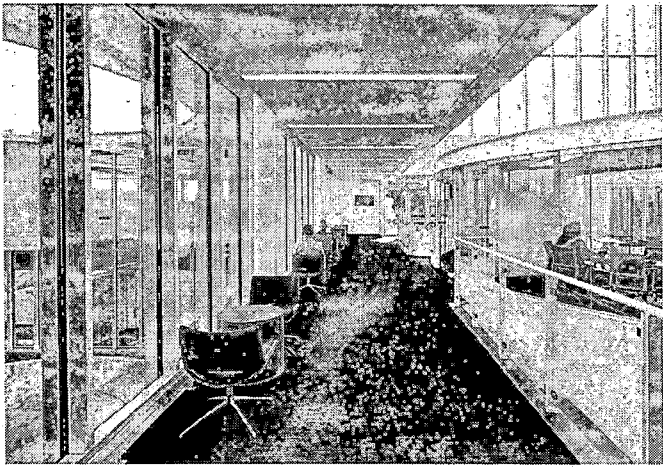
The Chicago Athenaeum - American Architecture Award
Society of American Registered Architects of New York - Merit Award

The Learning Resource Center (LRC) at the Brentwood Campus was designed as a new focal point for the Campus, and is centrally located between the existing buildings within the campus grounds.

H2M (Architect of Record) collaborated with Ikon.5 Architects (Design Architect) to implement their design concept of a series of cubes, with strategically placed voids to maximize natural light. The 74,740 square foot, two-story, state-of-the-art facility was designed as an open and airy structure, featuring an impressive centrally located open spiral staircase which connects the first and second floors. The façade of the LRC comprises of large sections of glazing, which allows for an abundance of natural light to penetrate the interior spaces; the light level can be controlled by an independent electronic shade system, when desired. The main architectural feature of the new Learning Resource Center is a 52-foot-high glass lantern which rises above the spiral stairs. All sides of the lantern contain a defined pattern of clear and diffused angle glass panels. During the day the lantern provides natural light throughout the second floor area while at night, it serves as a beacon for the campus.

The first floor contains a spacious lobby directly outside of a 135-seat Lecture Hall, which is loaded with advanced A/V technology. The main circulation desk, storage and collection reservation area is located just inside the lobby, adjacent to the elevators. Other major features of the first floor include an Information Commons area, a series of group study rooms, the reference & paralegal collection areas, and the Center for Academic Excellence. This area contains classrooms, resource rooms, tutoring and testing room, a writing center, an open lab, along with staff offices.

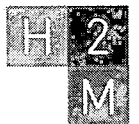
On the second floor, there are five glass-enclosed small group work rooms overlooking the open spiral stairs, along with 51 individual work/study stations along the perimeter of the open space with views of the surrounding campus and natural environment. The second floor also features an athenaeum, Board of Trustees & Video Conference room with a capacity of



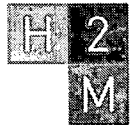
81, along with a warming type of kitchen for meetings & events. This area is adjacent to a roof-top garden area that will be utilized for educational purposes, as well as special events sponsored by the College. A large general collection section, individual study cubicles, seven study rooms, a large computer classroom, and a video/photo studio with essential support rooms complete the programming on this floor.

The innovative distribution of program spaces were designed to promote both individual "library" study in its traditional private areas, and dynamic, collaborative activities in the public common areas for students, faculty and visitors. Additionally, the roof garden, abundant natural light, and radiant heating and cooling slabs are among the sustainable features that contributed to the building's LEED Silver Certification.

New Learning Resource Center



Police Station Renovation



Village of Rockville Centre Rockville Centre, NY Construction Cost: \$4.5 million	SERVICES PROVIDED Architectural Design Mechanical Engineering Civil Engineering Hazardous Material Survey and Abatement Electrical Engineering
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H2M performed professional architectural and engineering services for the adaptive reuse of the Village of Rockville Centre's water district maintenance garage to house their Police Department, Fire Chief/Council Suite, and Water Department.

The new Police Headquarters facility includes a 24/7 climate-controlled communication/dispatch center with numerous advanced monitors and CCTVs for constant surveillance. This facility also incorporated uninterrupted power supply, and full building generator and a control center. Furthermore, for the processing of detainees, a new enclosed (interior) secure vehicle sally port, personnel sally port, and a New York State Commission of Correction (NYSCOC) approved detention and lockup areas are being installed.

Surrounding the entryway and control-center area ballistic rated walls, doors, and windows to further protect law enforcement agents. Additionally, as the building redefined its site and storage space, utilities were upgraded and incorporated new low voltage equipment, access controls, security systems, plumbing, electrical, and HVAC equipment. A training room with state-of-the-art AV and projectors was created; as well as gender appropriate police bathroom and locker room areas.

The facility is handicapped and ADA accessible and code compliant based on the current New York State family of building codes.

Electrical scope of work included:

- Interior and exterior LED lighting fixtures including building mounted site lighting around entire building.
- High Bay lighting arranged in interior so as not to create shadows below trucks.
- Conference room connections including power/data/telephone capabilities
- Evaluation of energy needs.

New Truck Repair Facility

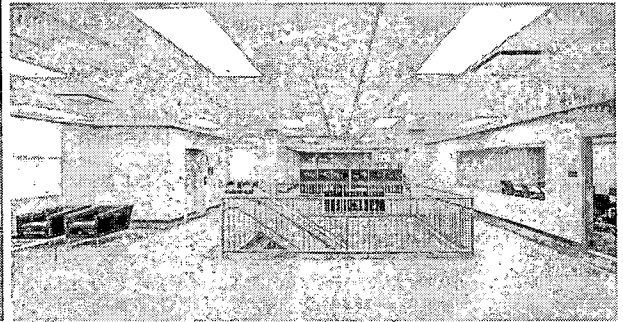
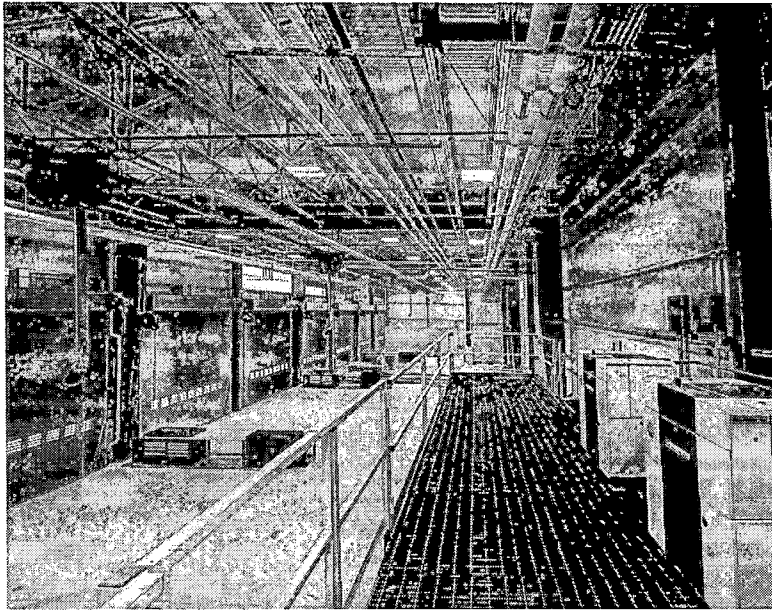


Gabrielli Truck Sales
Bronx, NY
Construction Cost: \$19 million

SERVICES PROVIDED

Architecture
MEP Engineering
Fire Protection Engineering

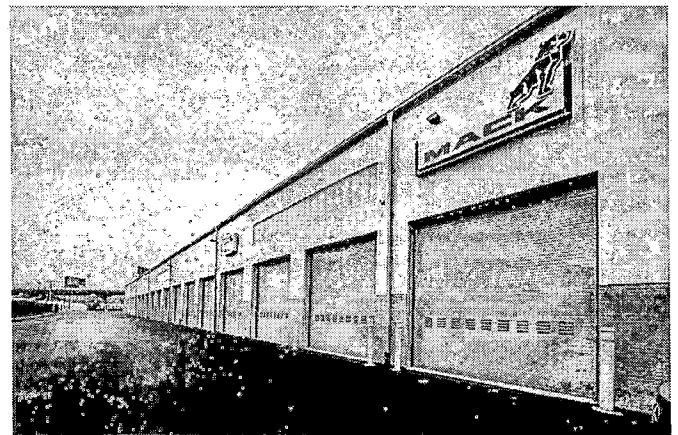
Structural Engineering
Construction Administration



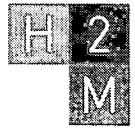
H2M has a long-standing working relationship with Gabrielli Truck Services and recently provided design and construction administration services for a new truck repair facility in the Bronx, NY.

H2M designed a 7,000 square foot, two-story commercial facility housing an office and service and parts departments. The facility is adjacent to a 28,000 square foot, one-story, 20-bay service area.

The design utilized non-combustible materials: a pre-engineered steel frame, masonry, glass, and concrete. In addition to architecture, H2M designed the foundation and structure; designed mechanical, electrical, plumbing, and fire protection systems; handled permitting and reviews and approvals through the New York City Department of Buildings (NYCDOB); and provided construction administration services.



New Storage Garage



Hicksville Water District
Hicksville, NY
Construction Cost: \$1.2 million



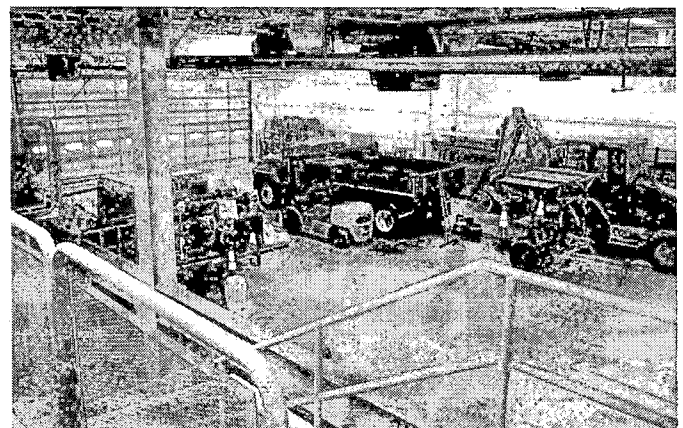
Structural Engineering Architecture
Construction Administration MEP Services



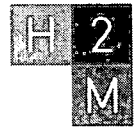
The Hicksville Water District needed a facility to serve as their main vehicle storage area for District vehicles and trailers.

The District needed a new 5,920 square foot storage garage building to contain the main vehicle storage area for District vehicles and trailers. The facility also needed to house material storage areas with storage cages, sprinkler room and a 1,400 square foot mezzanine with a removable guard rail for loading and unloading of materials.

We provided design, solicitation and construction administration services for this project. Support services included solicitation services, bid reviews and recommendation for award, observation services once a week, shop drawing and submittal review, review of subcontractors, review of change order requests, review of payment applications, contractor schedule review, chairing job progress meetings and preparation and distribution of meeting minutes, request for information support and review of closeout documentation (as-built drawings and O&M manuals).

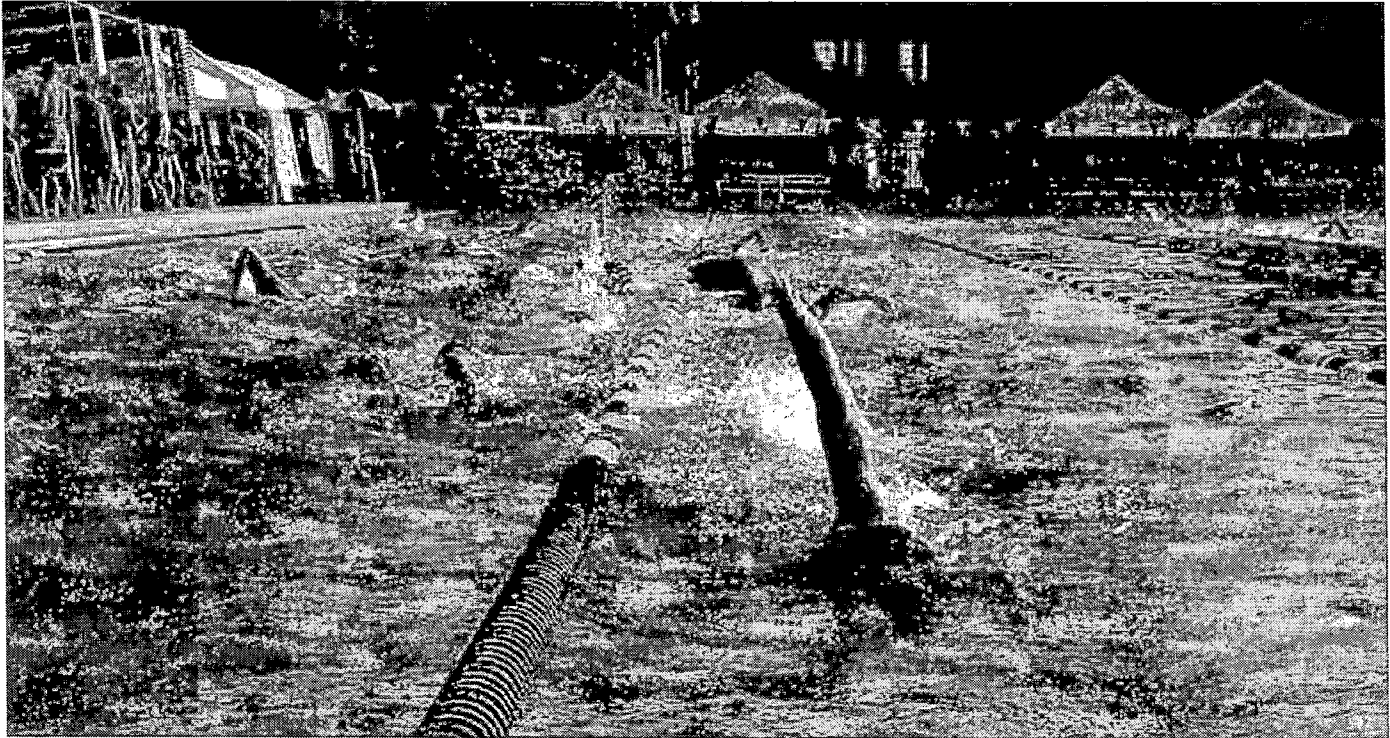


New Indoor/Outdoor Pool



Long Island Aquatic Club
Uniondale, NY
Construction Cost: N/A

SERVICES PROVIDED
Pool Design Mechanical Design
Electrical Design Health Department Submissions

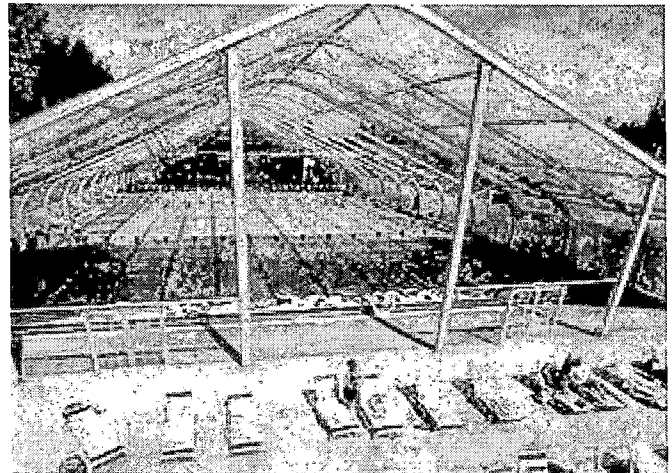


The Long Island Aquatic Club retained H2M for the design, permitting, and construction of a new indoor/outdoor pool.

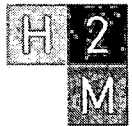
The Long Island Aquatic Club called upon H2M's engineering services for the design, permitting, and construction of a new 50-meter indoor/outdoor pool adjacent to the existing Nassau County Aquatic Center in Eisenhower Park. The second pool was required for the possibility of the site hosting larger competitive swimming events and maintain public participation while allowing use of the facility for various swim clubs, schools, etc.

The project included the design of the steel pool with PVC liner including all main drains, inlets, starting blocks, deck equipment, etc.; the design of all recirculation and filtration equipment; UV and chemical disinfection equipment; backwash tanks, surge tanks, etc.

The project also included coordination with the Nassau County Department of Public Works and Department of Parks to connect to the Park's drainage and sanitary systems and to construct the facility without interrupting the use of the existing aquatic center.



Waterfront Park Pool Upgrade

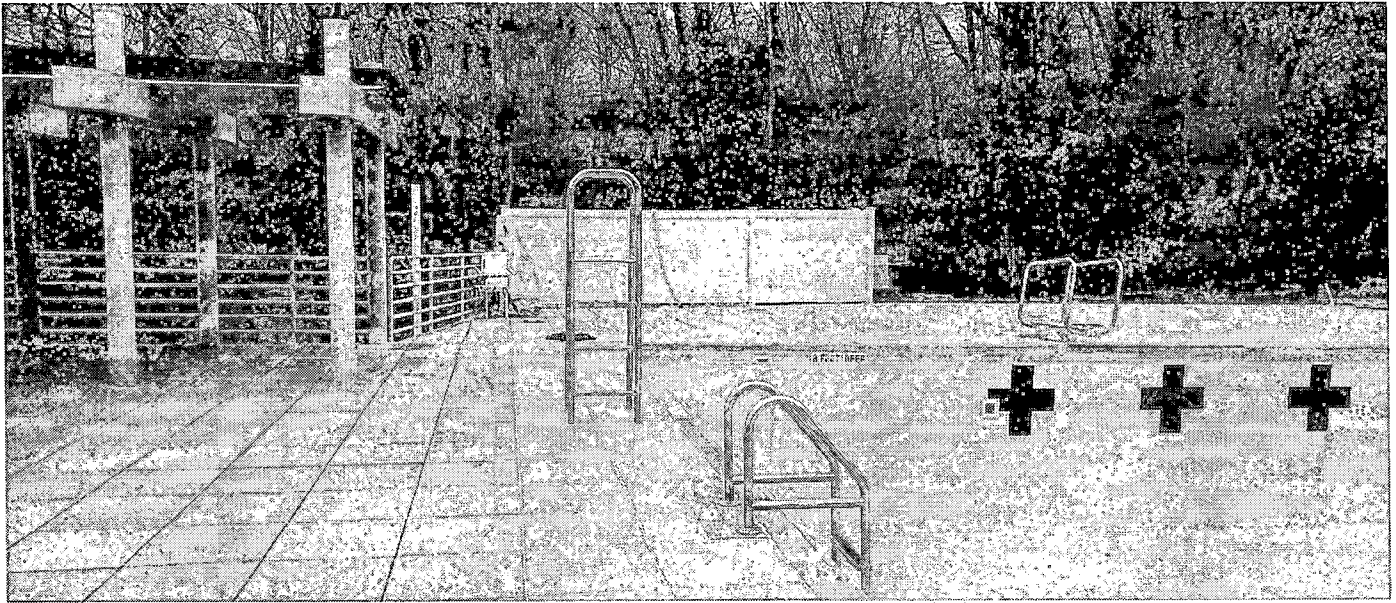


**Inc. Village of
Great Neck Estates**
Great Neck, NY
Construction Cost: \$298,090

SERVICES
PROVIDED

Electrical Design
Mechanical Piping

Treatment Design

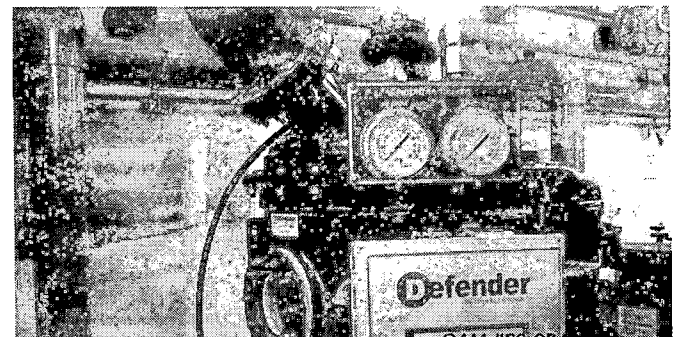
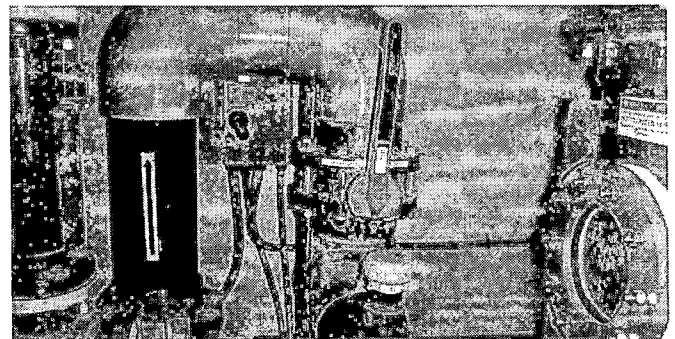


The Village of Great Neck Estates retained H2M to design swimming pool upgrades at Waterfront Park.

The Village of Great Neck Estates retained H2M to design swimming pool upgrades at Waterfront Park. At the center of the upgrades was the replacement of the existing filtration and recirculation systems, chemical controls, and associated piping systems. Additionally, the main drain sumps and piping required replacement.

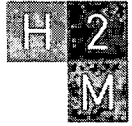
H2M prepared construction documents for the purpose of receiving bids from qualified contractors and obtaining regulatory approval from the County health department. During construction, H2M conducted progress meetings with the owner and contractor, reviewed shop drawings, and processed contractor payment requisitions. Additionally, construction observation services were provided to monitor conformance of the construction to the design plans.

The project was completed in time for the 2017 summer season.



CAM #26-034
Exhibit 6
Page 35 of 70

Spray Park Rehabilitation

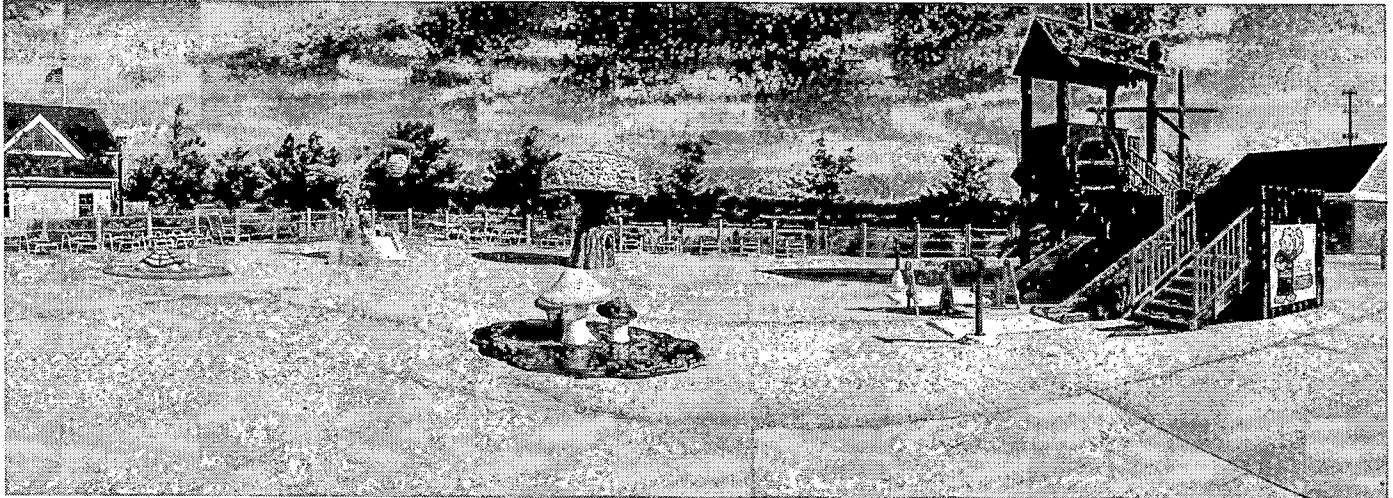


Town of Babylon
Babylon, NY
Construction Cost: \$300,000

SERVICES PROVIDED

Electrical Design
Mechanical Piping

Treatment Design



H2M was retained by the Town of Babylon to design the rehabilitation of the Tanner Park Spray Park and filter room after the filter room was flooded during Superstorm Sandy.

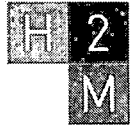
H2M was retained by the Town of Babylon to design the rehabilitation of the Tanner Park Spray Park and filter room after the filter room was flooded during Superstorm Sandy. The filter building was inundated with over four feet of water which damaged a majority of the equipment, including all pumps and ultraviolet (UV) disinfection equipment.


The project consisted of assessment of all equipment at the spray park and recommendations as to whether equipment can be salvaged, repaired, or replaced. The design included the replacement of all the pumps and associated piping, flow meters, etc. The UV system was replaced with a smaller medium pressure system and was raised above the flood line to protect it from any future flooding. All the existing electrical conduits were flushed and cleaned of salt water and all wiring was replaced.

Controls were added to the control panel to help the Town operate the spray park in a safer and more efficient manner than previously used.



Facilities Assessment Study



<p>Municipality of Princeton Princeton, NJ</p> <p>Construction Cost: N/A</p>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>SERVICES PROVIDED</p> </div> <div style="width: 45%;"> <p>Zoning, Demographic, and Planning Analysis</p> <p>Reports and Studies</p> <p>Building Conditions Assessments</p> </div> <div style="width: 45%;"> <p>Structural Evaluation</p> <p>HVAC Engineering</p> <p>Plumbing Engineering</p> <p>Preliminary Concept Plans</p> <p>Stakeholder Outreach</p> </div> </div>
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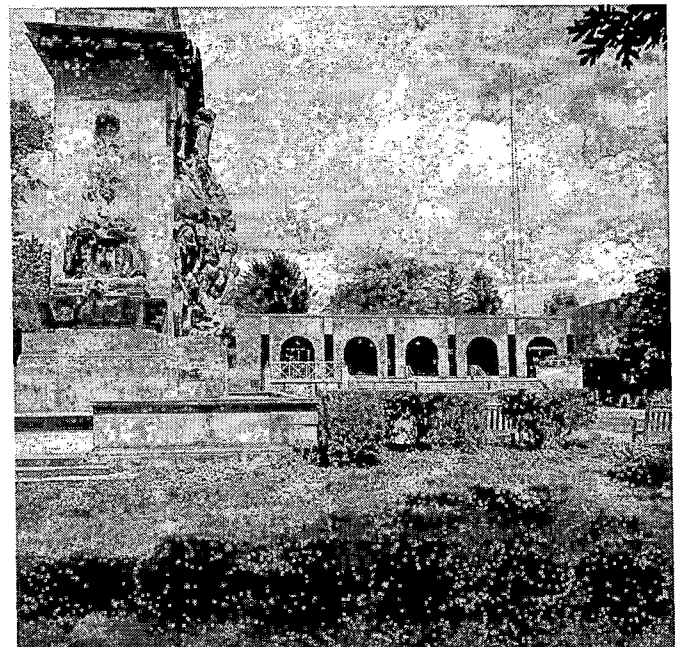


On January 1, 2013, the Borough of Princeton and the Township of Princeton consolidated to form the Municipality of Princeton. Services offered by the Borough and Township were merged, but the new Municipality wished to retain both the Township Municipal Building and Borough Hall for potential repurposing or resale at a later date.

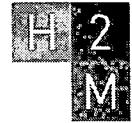
H2M was hired to assess the short- and long-term improvements to these two facilities, along with nine other municipal properties and facilities throughout Princeton, and recommend strategies and timelines for consolidating these facilities.

The objective of the study was to assess these existing facilities and provide a strategy to meet the future needs of the Municipality and its departments in a cost-effective manner. By attempting to consolidate services in central locations, the study outlined actions the Municipality could take regarding the facilities that were recommended to be vacated.

The scope of H2M's work included building condition assessments; zoning, demographic, and planning analysis; identification of building deficiencies; and interviews with municipal department heads to determine the needs of each department. Based upon this analysis, H2M provided recommendations and strategies along with concept plans to help guide the Municipality's ability to efficiently provide services to residents and facilitate interdepartmental coordination.

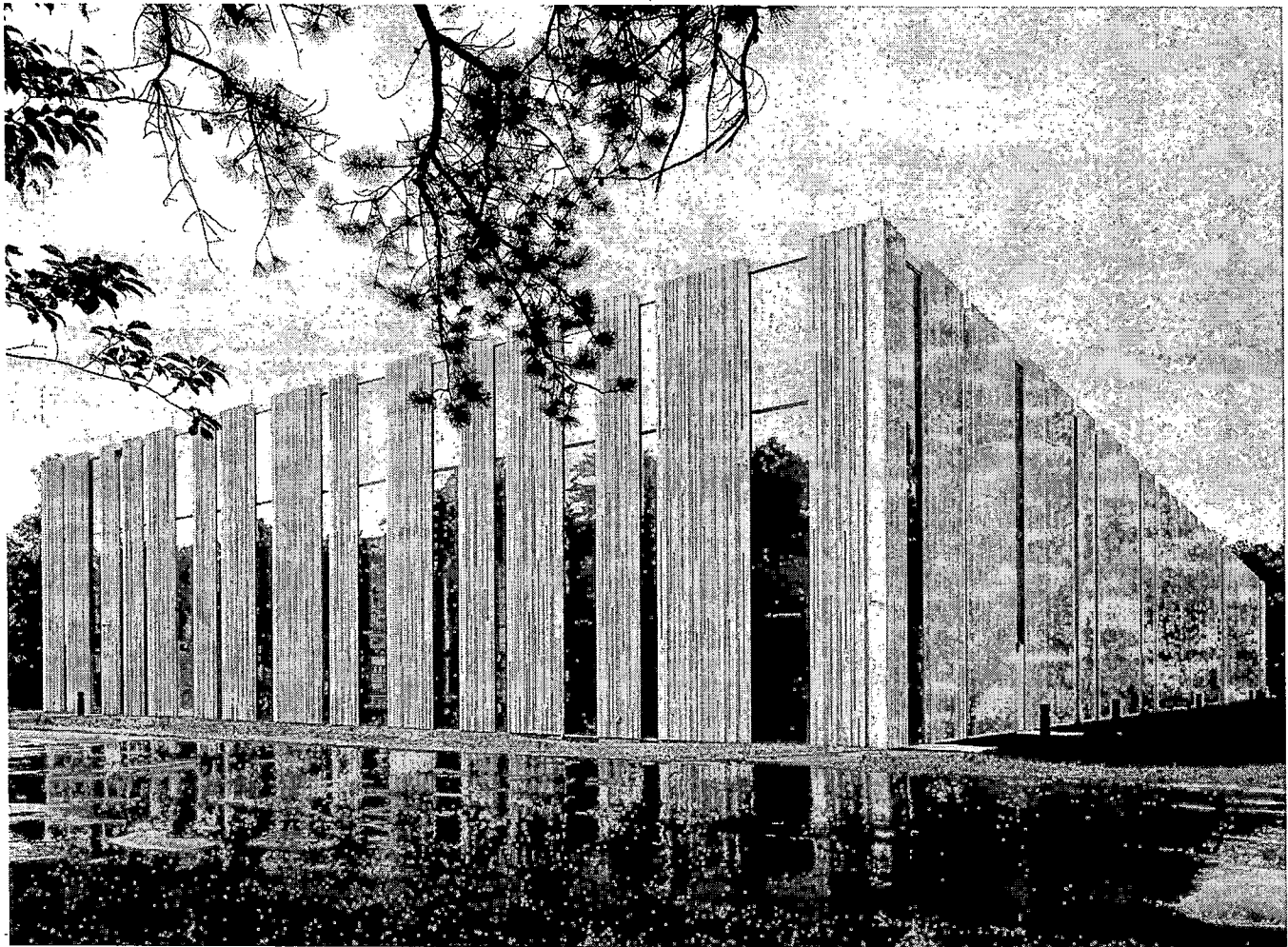


New Health and Wellness Center



**Suffolk County
Community College**
Riverhead, NY
Construction Cost: \$21.5 million

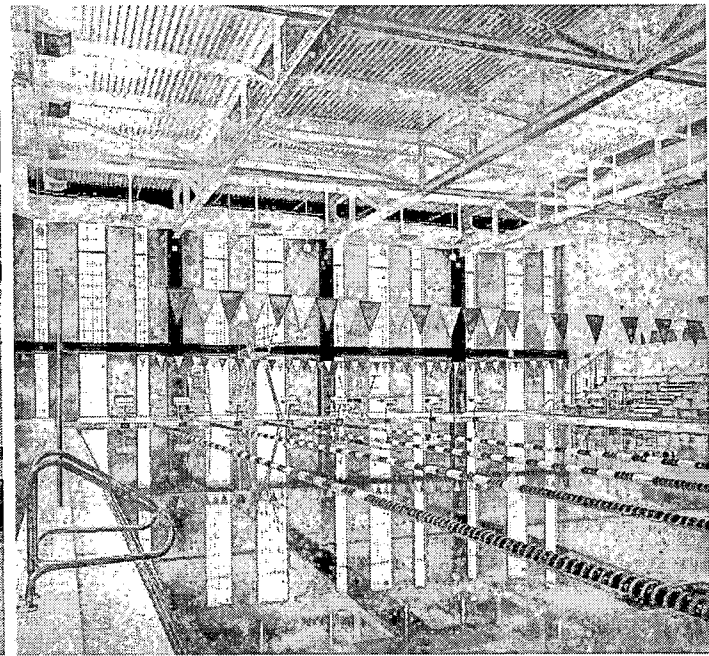
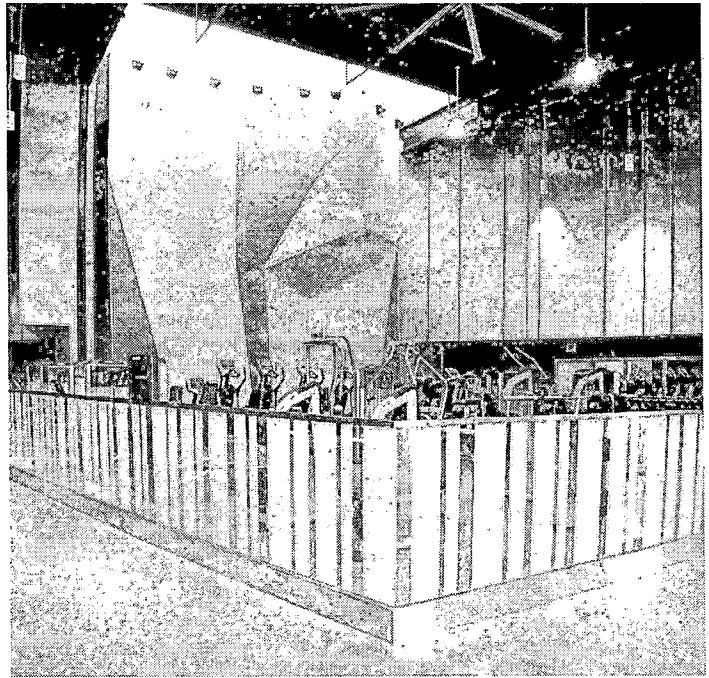
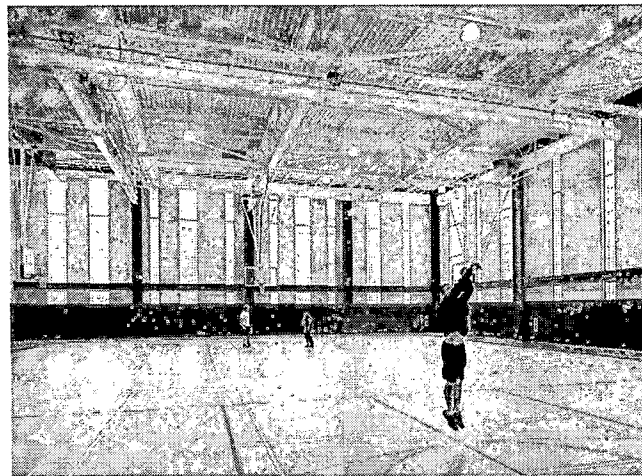
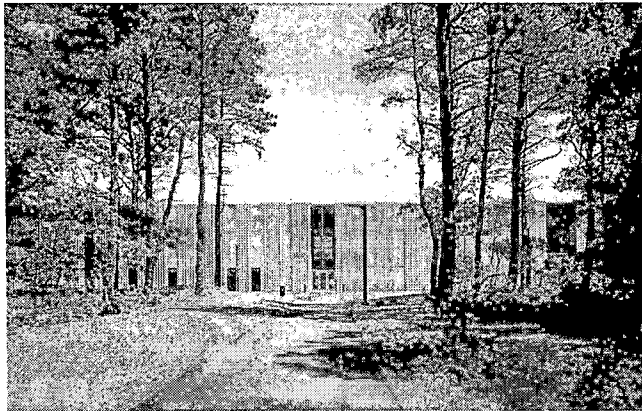
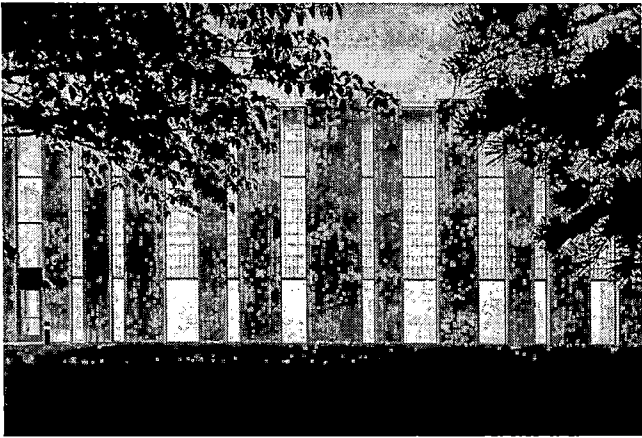
SERVICES PROVIDED
Architectural Design
ADA Accessibility
Construction Administration



H2M was selected to design a long-awaited 46,000-square foot Health and Wellness Center at the Suffolk County Community College Eastern Campus.

H2M was the Architect of Record for a long-awaited 46,000-square foot Health and Wellness Center at the Suffolk County Community College Eastern (Riverhead) Campus, alongside Ikon.5 Architects as the Design Architect. The facility was first proposed in the original Master Plan for the Eastern Campus, but funding was never allocated. As the Eastern Campus never had any indoor facilities for physical education, it was difficult for students to meet physical education requirements.

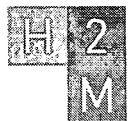
The new multi-functional building features an eight-lane, indoor swimming and diving pool with a spectator area, full locker facilities, a 11,560-square foot gymnasium with an indoor perimeter track, two state-of-the-art classrooms with a movable partition for group instruction, a food serving area off the main lobby, as well as an elevated, complete-strength training area and rock climbing wall.



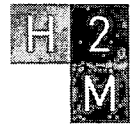
The massive 26-foot scored pre-cast concrete exterior panels are separated by tinted glass and translucent panels which provide an abundance of natural light into the interior spaces throughout the building. The entire building is ADA accessible.

Completed in 2019, the Eastern Campus Health and Wellness Center is the East End's largest indoor, heated aquatic facility. The facility is available for student activities, surrounding school districts, and public use for a nominal fee.

New Health and Wellness Center

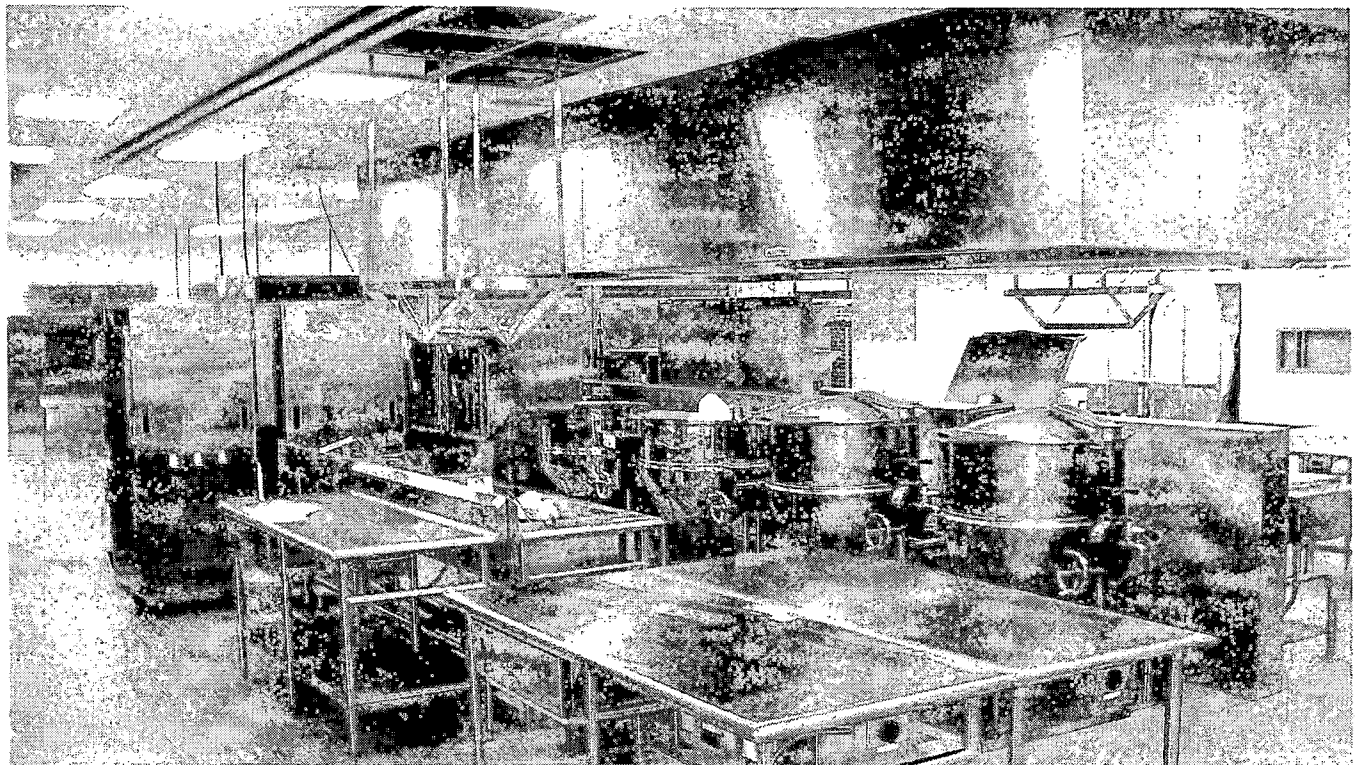


Kitchen Renovation



**Nassau University
Medical Center**
East Meadow, NY
Construction Cost: N/A

SERVICES PROVIDED
Architectural Design Master Planning



H2M staff designed kitchen and cafeteria improvements at the Nassau University Medical Center.

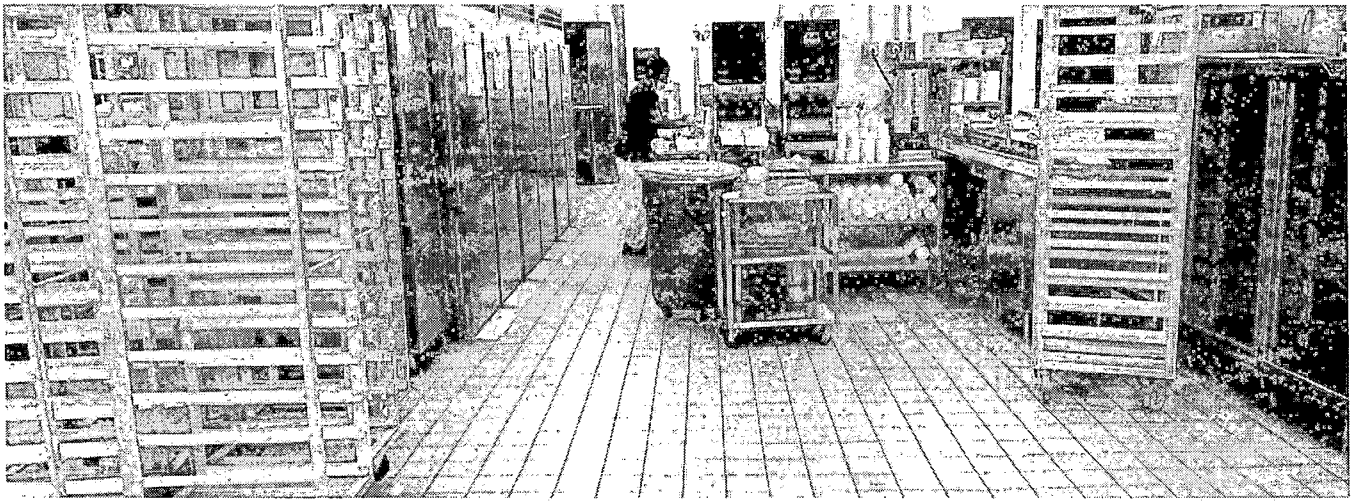
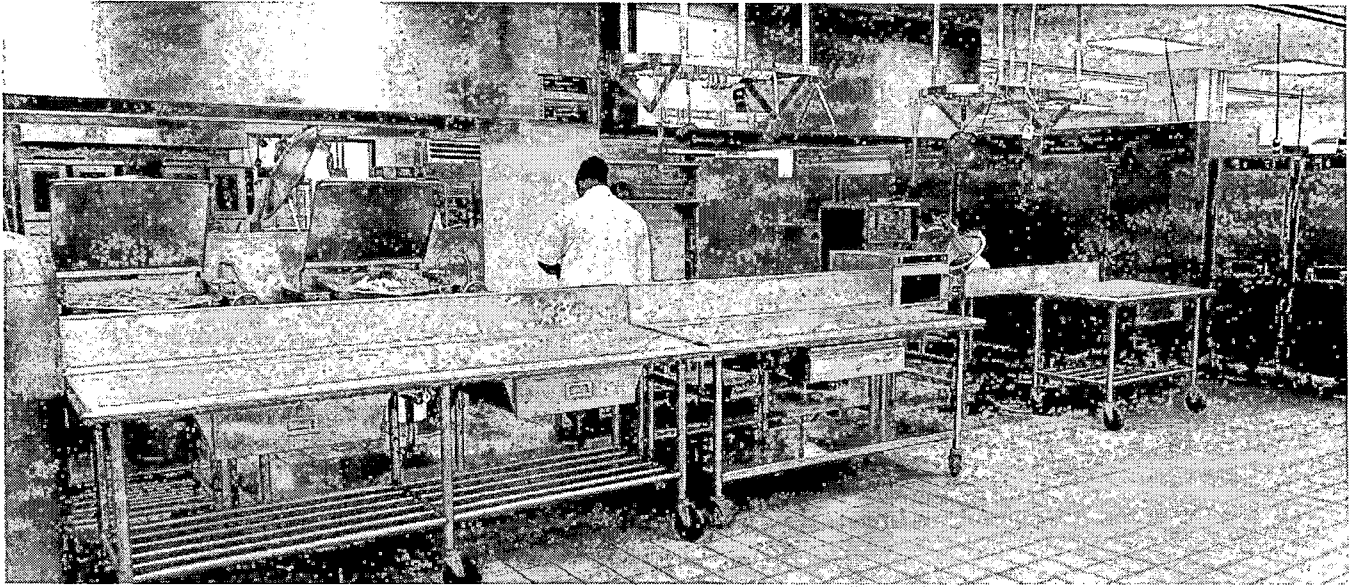
Members of the H2M team were responsible for the design of renovations and upgrades to the existing main kitchen facility at the Nassau University Medical Center, as well as the design of a new employee cafeteria.

Nassau University Medical Center had requested that the architect develop a master plan, along with construction documents, for the renovation and upgrade of their entire existing kitchen. In addition, part of their program involved the creation of a new dining area adjacent to the kitchen strictly for their employees. The original employee cafeteria was eliminated when the Medical Center constructed their new emergency room.

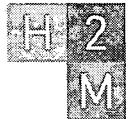
The team worked very closely with the administration, kitchen manager, and facilities personnel during the planning process in putting together a comprehensive work plan that would minimize down-time within the kitchen.

The master plan included the following:

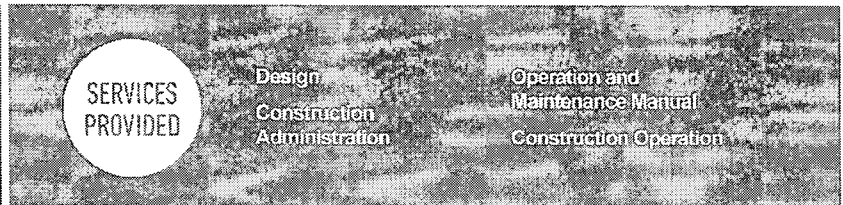
- Hot and cold food production areas
- Patient meal tray assembly space
- Dishwashing area
- Refrigeration and freezer space to support food preparation for approximately 400 patients and roughly 1,000 staff meals each day
- Office space for the Food and Nutrition Department
- Upgrade of space and equipment to meet all fire and building codes, along with requirements of the Joint Commission



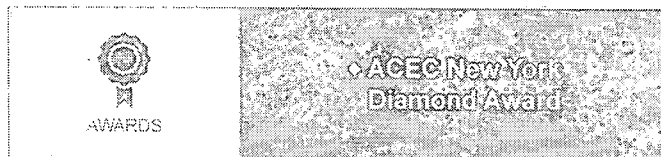
Kitchen Renovation



Advanced Wastewater Treatment Facility Wastewater Reuse for Golf Course Irrigation

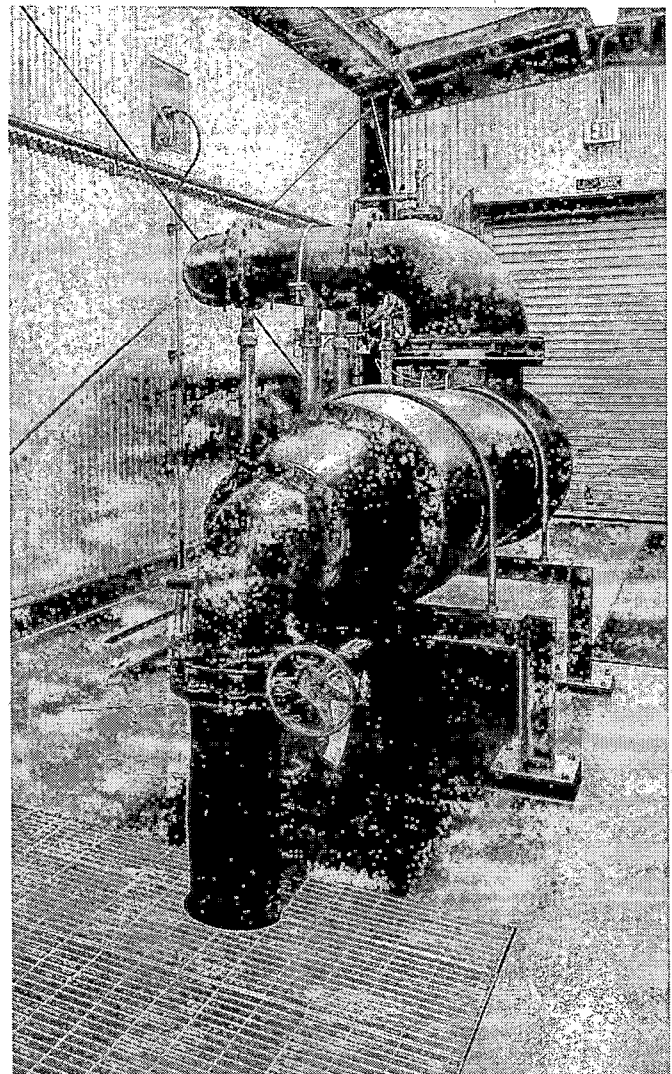


The Riverhead Sewer District was required to upgrade the existing sewage treatment plant in order to achieve a total nitrogen effluent limitation of 3.2 mg/l based on the total maximum daily load (TMDL) conducted for the Peconic Estuary Program. Due to the location of the Suffolk County Indian Island Golf Course, adjacent to the wastewater treatment plant, wastewater effluent will be used seasonally as an alternative water supply source for irrigation of up to 450,000 gallons per day. This is the first wastewater reuse project in New York.



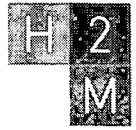
Benefits from this project extend well beyond nitrogen loading within the Peconic Estuary. Water shortages may change the water supply conditions that are currently taken for granted. The golf course currently utilizes on-site wells for irrigation. Continued use of groundwater as the irrigation source of supply is bound to affect the salt water / fresh water boundary. Irrigation with potable water from the local municipal system is already expensive and puts a stress on the existing potable water supply.

We designed the treatment plant upgrade and water reuse systems. The design included the installation of all process equipment including, but not limited to: headworks fine screen, screenings, washings, add air diffusers to the existing Sequencing Batch Reactor (SBR) tank, convert the existing post-equalization tank to Membrane Biological Reactor (MBR) system, aeration blowers, pumps, chemical feed equipment, polymer mixing and feed equipment, controls, piping, backflow preventers, convert the existing trickling filter tanks to treated effluent tanks, a booster pump for the treatment plant effluent re-use system, a booster pump to supply treatment plant effluent for irrigation use at the adjoining golf course, UV disinfection equipment for WWTP discharge, and a closed vessel UV disinfection system for the golf course re-use systems. The electrical design included a primary electrical service, main secondary feeders, power distribution, and instrumentation control wiring, standby generator for new equipment, and motor control centers. We also prepared the structural, architectural, mechanical, plumbing and HVAC designs.




Since permit levels of treatment must be maintained during construction, certain existing process equipment and units cannot be taken offline until new facilities are placed into permanent, fault free operation. Consequently, we included the specifications a construction sequence. During construction we provided construction administration, observation, and start-up services. We also prepared an operation and maintenance manual for the upgraded advanced wastewater treatment system and the water reuse systems.

Sewage Pump Station and Force Main



Nassau County Department of Public Works Locust Valley, NY Construction Cost: \$7.1 million	SERVICES PROVIDED Engineering Report Survey Design Shop Drawing Review O&M Manual
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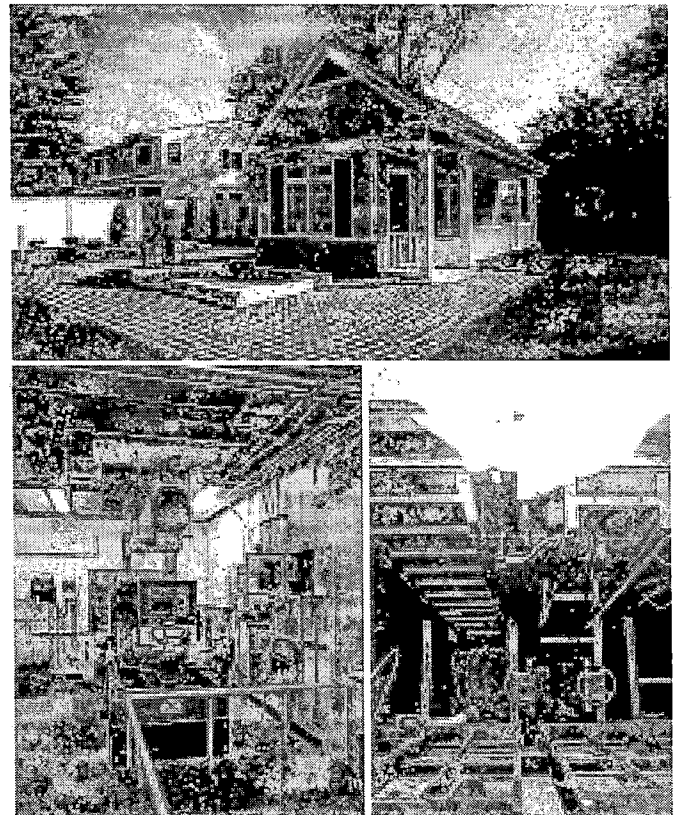
 AWARDS	ACEC New York Gold Award	ASCE LI Branch 5 Quality of Life Award
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H2M planned and designed the pump station and conveyance system to serve all 60 residential parcels within Continental Villas.

The Continental Villas subdivision in Locust Valley, NY was developed in the 1960s during a period of historically low groundwater levels. Immediately after completion of a number of the homes in the development, they encountered difficulties with their on-site sanitary sewage systems. In the 1980s, overflow piping was installed to service many of the failing septic tanks. Septic tank effluent was directed to a common chlorine contact chamber that discharges to Mill River Preserve. This measure was intended as a temporary remedy, and the discharge from the contact chamber did not meet current water quality standards. The Nassau County Department of Public Works was given the responsibility of making an environmentally beneficial improvement to serve this area with failing on-site sanitary systems.

H2M planned and designed the pump station and conveyance system to serve all 60 residential parcels within Continental Villas and to allow the future connection of an additional 120 homes located in a residential area immediately to the south of Continental Villas. Wastewater from these areas is conveyed to the Locust Valley Regional Sewage Pump Station located within the Continental Villas subdivision. The pump station is located at the site of the existing disinfection chamber. In lieu of construction of a wastewater treatment plant on a parcel within Continental Villas, wastewater generated within the planning area is conveyed to the City of Glen Cove for treatment and disposal. The environmental benefits of constructing the Locust Valley Sewage Pump Station include elimination of residential septic system discharge to groundwater near estuarine and marine wetlands and elimination of a chlorinated wastewater point source discharge to Mill Neck Creek, a tributary of the Long Island Sound.

Wastewater is conveyed from the pump station through a force main over three miles in length. To minimize road restoration and impact to vehicular traffic, directional drilling was used to install most of the HDPE force main pipe. The use of HDPE pipe will also reduce operating costs due to friction losses compared to other pipe material.



Two pairs of pumps in series have been provided to convey the wastewater. A precast concrete wet well, a precast concrete dry well and two precast concrete buildings were utilized. Architectural finishes on the buildings were designed in coordination with input by local residents. A vapor phase odor control system was provided for the wet well and ventilation from the wet well was through an activated carbon vessel. An emergency standby power generator and an aboveground, double-walled fuel oil tank were also provided at the facility. In lieu of an asphalt pavement driveway, a permeable reinforced concrete grid paver has been installed. 1,150 feet of 10 inch diameter sewer was installed to provide for future connections.



► Qualifications of the Project Team

Team Organization

The successful completion of any project requires a diverse pool of experienced personnel capable of performing tasks within their area of expertise. We are also aware that success is dependent upon the close cooperation required between the H2M team and the project personnel of the City. The proposed organization of personnel and resources is intended to bring together a team of professionals that can focus on project objectives as well as respond to unanticipated circumstances or issues, should they arise.

As shown on our organizational chart in this section, our team has been organized with our proposed Principal-in-Charge/Project Manager serving as the single point of contact for the City. Mr. Pacheco currently serves as Project Manager for the City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88 project. He will oversee the architectural staff for each assignment provided by the City.

Key Personnel

In any business endeavor, effective leadership helps create confidence among participants and encourages a professional and positive environment. We have hand-selected a team of experts to work on the City's projects. They will leverage their lessons learned on similar projects to make each project a success. Resumes for key and support personnel are provided at the end of this section.



Staff Workload & Availability

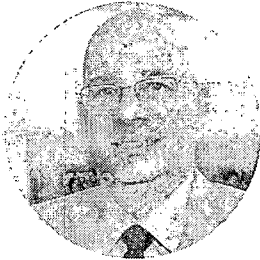
At any time, H2M has more than 1,000 active projects varying in size and complexity. These projects span the firm's multi-discipline practice. As such, it would be impossible to list all ongoing and projected projects for the firm. However, H2M has reviewed the information provided by the City regarding the required capabilities for this project. As part of this assessment, H2M reviewed our monthly project detail reports, staff utilization reports, and financial management and resource planning software. Based on this review, H2M identified no deficiencies that would prevent an expedited response for any services to be tendered under this contract for the City of Fort Lauderdale.



► Qualifications of the Project Team

Key Personnel

Below, we have provided highlights for our key personnel. Additional information can be found on their resumes.



David J. Pacheco, AIA | Principal-in-Charge/Project Manager

Mr. Pacheco has 30+ years of architectural experience (29 years with H2M) and is H2M's Director of Operations. He has personally designed and/or evaluated 200+ emergency response facilities and received numerous accolades for his practical and aesthetically pleasing creations that respond sensitively to client needs, budget, codes, the environment, and the community. As Principal-in-Charge, Mr. Pacheco has the authority to commit and apply the resources necessary to meet the City's technical requirements and schedule. As Project Manager, he will be responsible for technical and administration project oversight of individual assignments. He will also serve as the City's primary point of contact. Relevant H2M projects include:

- Town of Davie Police Department Generator Replacement
- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88



Dennis A. Ross, AIA | Technical Advisor

Mr. Ross has 50 years of experience (29 years with H2M) in architectural design. With additional experience in construction management, feasibility studies, and land evaluations, Mr. Ross is able to assess projects from multiple points of view. He leverages his expertise and experience through teaching, writing, and speaking at numerous national engagements. Mr. Ross is one of the leaders and co-founder of the critically acclaimed One-on-1™ Fire Station Design Symposium. He will be a Technical Advisor and resource to the team on an as-needed basis. Relevant H2M projects include:

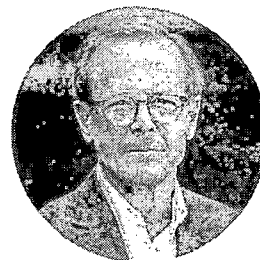
- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88
- City of Greenfield New Fire Headquarters



Patrick O. Stone R.A., LEED AP BD+C | QA/QC Manager

Mr. Stone has 18+ years of experience in developing and managing various facility projects. He has worked for H2M his entire career. Mr. Stone has focused on public works projects, specifically in fire and police projects, and takes great pride in engaging in community driven projects. His passion for the fire service is what drives his design and focus in the Public Safety Market. As our proposed QA/QC Manager, Mr. Stone will provide internal QA/QC and peer review of all design documents before submission to the City. Relevant H2M projects include:

- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88
- Port Washington Police District New Headquarters



Kevin M. Paul, AIA, NCARB, LEED AP | Lead Architect

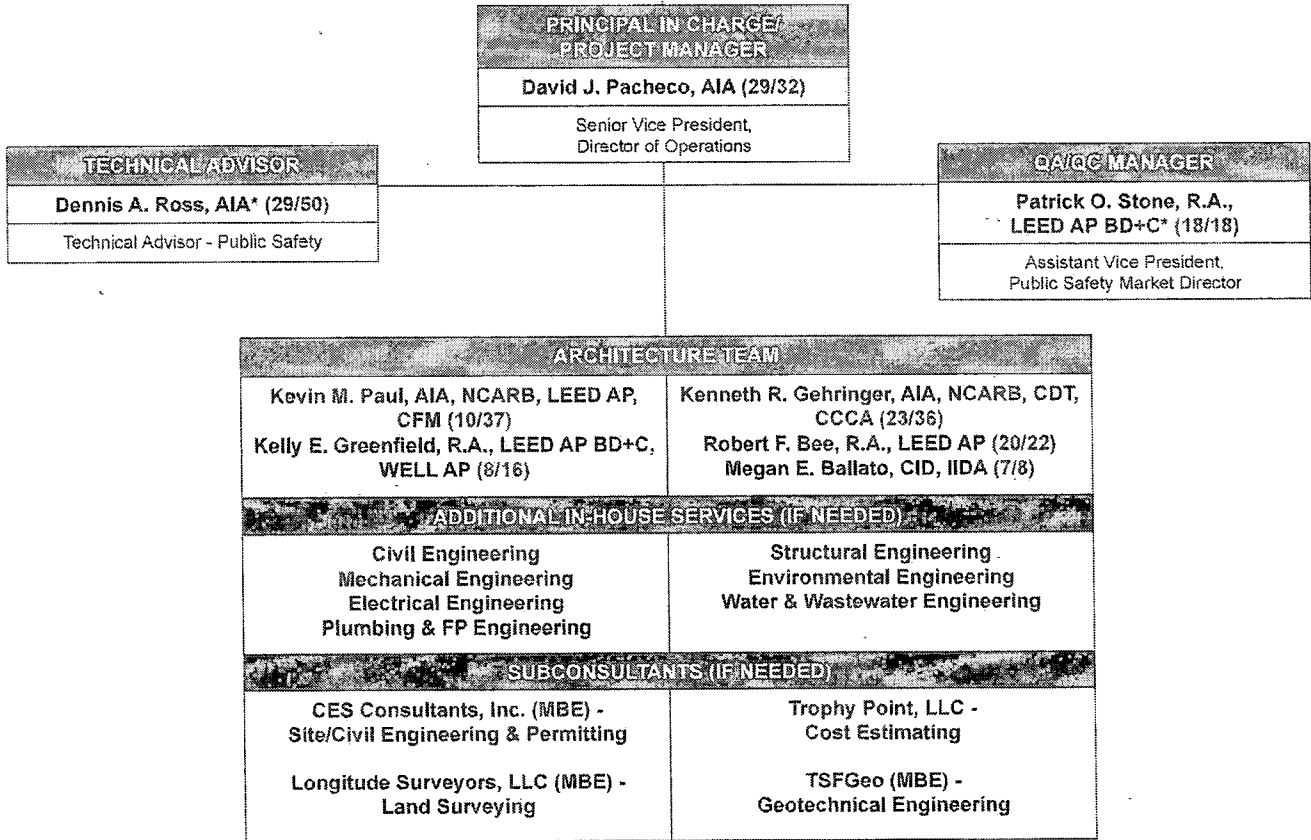
Mr. Paul has over 35 years of design and construction experience in Florida and New York, with 10 years at H2M. He manages and facilitates all phases of architectural and design projects from initial studies through construction administration. Mr. Paul is responsible for preliminary design, construction document preparation, budgeting, scheduling, planning, code analysis and construction administration. Relevant H2M projects include:

- Castle Lanterra Condominium Improvements in Clearwater and Orlando
- Mayor's Housing Recovery Office's (HRO) Build it Back Program



► Qualifications of the Project Team

City of Fort Lauderdale



* - Licensed Outside of FL
(Years with H2M/Years of Experience)



Resumes for the above referenced personnel are provided following this page.



David J. Pacheco AIA

Senior Vice President, Director of Operations



Education

B.Arch., Rensselaer Polytechnic Institute
BS, Building Science, Rensselaer Polytechnic Institute

Licenses/Certifications

Registered Architect: FL, CA, CT, DE, MA, NJ, NY, NC, PA, RI, TN, VT, TX, VA
Certified: National Council of Architectural Registration Boards (NCARB)

Memberships

Fire Commissioner, Niskayuna Fire District No. 1
ASTM Homeland Security Committee, Emergency Operations Center (EOC) Standards
American Institute of Architects (AIA)
Trustee, Rensselaer Newman Foundation
Past President, AIA Eastern New York – 2007-2009
Director AIA Eastern New York – 2012-2013 and 2019-2024
Director, AIA New York State – 2009-2010
Honorary Member, Grand Boulevard Fire Co. (NY) & Kingston Fire Department (PA)

Publications

"Air Quality in Your Fire Station," Firehouse Magazine, May 2020
"Design for Fire Times," Fire Chief Magazine, March 2013
"Questions to Ask When Choosing an Architect," Fire Chief Magazine, March 2010
"Fire Station: Architectural Insight to Planning, Design, and Construction," IAFC Foundation, 2010
"Anatomy of a Training Tower," Fire Chief Magazine, April 2008
"Chief Fire Officer's Desk Reference," Jones & Bartlett Publishers in conjunction with IAFC, 2006
"ASTM E2568-10 Standard Guide for Emergency Operations Center (EOC) Development," ASTM 2010

Mr. Pacheco has more than 30 years of architectural experience, with 28 years of specialized knowledge in the design of emergency services facilities, and is Senior Vice President and Director of Operations at H2M. He oversees teams responsible for the development of project design, establishment of project schedules and budgets, the development of construction documents, submissions to government agencies, and all construction phase services administering architectural projects from their inception to completion. Mr. Pacheco leads the company's Core of Excellence – a select group of individuals across the company that together focus on ensuring H2M offers best-in-class services and deliverables to our clients. In this role, he oversees, establishes, and launches systems that are integrated across the company's markets, disciplines, and office locations to see that these company-wide goals are met.

Mr. Pacheco is a Professor of Professional Practice at Rensselaer Polytechnic Institute as well as a Fire Commissioner of Niskayuna Fire District, No. 1. Having studied and/or overseen the design of over 200 emergency response facilities, he extends his practical knowledge to the students he teaches and into the professional literature he writes for architecture and emergency services publications, while providing counsel regarding all aspects of the architectural design of public safety facilities. Mr. Pacheco has lent his proficiency to the development of national standards that altered how emergency services facilities are designed across the country, serves as a Director of the American Institute of Architects for the eastern New York chapter, is an ASTM homeland security technical sub-committee member, and has received major architecture design awards and professional recognition.

Selected project experience

- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88; Fort Lauderdale, FL: Project Manager responsible for the development of two design criteria packages for Fire Station 13 and Fire Station 88 projects, which are intended to be completed under design-build contracts. The design criteria packages will involve a topographic and boundary survey, geotechnical soil sampling, engineering and architectural and other related tasks, 3D renderings of up to three design concepts, and 30% design plans and specifications. H2M will also identify all permits required, dewatering and stormwater pollution prevention requirements, and impacts to local business and residents, based on the data collection.
- Port Washington Police District New Headquarters; Port Washington, NY: Technical Advisor for architectural and engineering services for the District's new headquarters. The new headquarters includes approximately 25,000 square feet of space, including secure access, interview rooms, office suites, dispatch, records (archive), training rooms, exercise room, roll call, armory, evidence processing, storage, and Sally port.
- City of Greenfield New Fire Headquarters; Greenfield, MA: Technical Advisor for the design of a new fire headquarters. The facility is a 20,000 square foot fire station on a new compact urban site. Worked extensively with the City to explore several sites, develop a P3 to pursue the project, and secure a site to create a temporary facility to maintain operations during demolition and construction of the new headquarters.
- Y-12 National Security Complex Fire Station; Oak Ridge, TN: Project Executive and Technical Advisor for the design of a new fire station at the Y-12 National Security Complex in Oak Ridge, TN. The station supports emergency functions such as fire and ambulance response, rescue, and hazardous material response. Worked as a subconsultant to BKV Group, Architect of Record.
- Halfmoon-Waterford Fire District New Station; Waterford, NY: Client Contact and Design Architect for the design of a new fire station for the District. A temporary station was built to house emergency response and operations during demolition and construction of the new facility. A new 18,000 square foot facility was constructed in its place. The station includes a training room and space to accommodate the department's larger fire trucks.
- Seven Corners Fire Station #28; Seven Corners, Fairfax County, VA: Firematic Consultant for the Seven Corners Fire Station #28 facility replacement project. Explored multiple master plan options for replacing and modernizing the existing facility to meet codes and programmatic requirements. Worked as a subconsultant to BKV Group, Architect of Record.

* Architect of Record: Pacheco Ross Architects, P.C.

CAM #26-0347
Exhibit 6
Page 48 of 70

Patrick O. Stone R.A., LEED AP



Assistant Vice President, Public Safety Market Director

Mr. Stone has 18+ years of experience in architectural planning and design, with a focus on fire, police, ambulance, and other emergency response facilities. As H2M's Public Safety Market Director, he serves as a client manager and manages the identification and pursuit of new engineering and architectural opportunities across the country. Mr. Stone's areas of expertise include pre-bond strategy development, planning, public engagement and presentation; project budgeting; development of preliminary designs and oversight of integrated design development approaches; oversight in the development of construction documents, contracts and specifications, and coordination of the respective project engineering disciplines; obtaining governmental and agency approvals; and construction administration through occupancy. Mr. Stone is a frequent presenter at national conferences, including the FIERO Station Design Symposium, FDIC International, Station Design Conference, and others. Notably, Mr. Stone led the planning and design of the "The Fire and Rescue Station of the Future" at FDIC International, which was built full-scale inside Lucas Oil Stadium and visited by more than 16,000 attendees. During this event, he led tours, answered questions, and explained the innovations within the station. This honor is the result of developing a reputation for innovative design, strong leadership, and depth of expertise. Mr. Stone's passion for public safety extends to his community — he is a 20-year member of the fire service.

Education

M.S., Construction Management
New York University

B.S., Architectural Technology,
Minor in Construction Management
New York Institute of Technology

Licenses/ Certifications

Registered Architect, NY
LEED Accredited Professional, USGBC
Project Management, Polytechnic Institute
of New York University
NYCDOB 40-Hour Site Safety Manager
OSHA 10-hour Construction Safety & Health
H2M Project Management Training

Memberships

American Institute of Architects (AIA)
Construction Specifications Institute,
Long Island Chapter
U.S. Green Building Council
Massapequa Fire Department
Volunteer Firefighter
National Fire Academy, Subject Matter
Expert

Publications

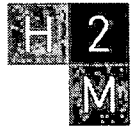
"Contamination Control Through Design"
Fire News (2024)
"Vehicle Exhaust Extraction Systems"
Crackly Magazine (2024)
"The Ins and Outs of Vehicle Exhaust
Extraction Systems" Firehouse Magazine
(2022)

Selected project experience

- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88; Fort Lauderdale, FL: QA/QC Lead for the development of two design criteria packages for Fire Station 13 and Fire Station 88 projects, which are intended to be completed under design-build contracts. The design criteria packages will involve a topographic and boundary survey, geotechnical soil sampling, engineering and architectural and other related tasks. 3D renderings of up to three design concepts, and 30% design plans and specifications. H2M will also identify all permits required, dewatering and stormwater pollution prevention requirements, and impacts to local business and residents, based on the data collection.
- Thiells-Roseville Fire District New Headquarters; Garnerville, NY: Design of a proposed headquarters facility that will be approximately 23,000 square feet and two stories. There are five apparatus bays in total with two of those bays being drive through and double loaded. The program will include a public meeting hall, fitness center, commercial kitchen, offices and meeting spaces, in addition to the firematic program.
- Town of Southampton Police Headquarters Expansion; Southampton, NY: Performing an existing conditions assessment for the renovation and expansion of the Town of Southampton Police Headquarters. The expansion will add approximately 3,500 square feet to both the first floor and basement levels. Once a report is issued, the team will provide conceptual and final design, and construction documentation.
- Port Washington Police District New Headquarters; Port Washington, NY: Providing programming and design services for the development of a new Port Washington Police Headquarters. The project includes analysis of the existing facility and other potential sites, including cost implications. As the headquarters will be located in a largely developed community, public awareness and interaction with neighboring properties and community groups is imperative.
- Manhasset-Lakeville Fire District New Ambulance Building; Great Neck, NY: Providing design services for a new 10,000 square foot, two-story, four-bay ambulance building, including kitchen, lounge area, bunk rooms, meeting room, and offices. The District owns the existing site and has two existing buildings located on the rear of the site that H2M designed 10+ years ago. Access and operations of these buildings must be maintained throughout construction of the new ambulance building.
- Borough of Metuchen New Fire Station and Storage Building; Metuchen, NJ: Design of a new fire station and separate storage building. The station is single story with mezzanines, totaling approximately 14,000 square feet. The single-story storage building totals 3,800 square feet. The site layout and circulation are critical in this overall design as well as separating the hot zone from cold zones of the station.
- Various Clients Memorials; Various Locations, NY: Designed many Line of Duty Death (LODD) and 9/11 memorials. Collaborated with community-based committees and representatives as well as department personnel to properly honor the deceased. Clients include the Hagerman Fire District, Huntington Manor Fire District, Coptague Fire District, Merrick Fire Protection District, and more.

Dennis A. Ross AIA

Technical Advisor - Public Safety



Education

B. Arch., Rensselaer Polytechnic Institute
BS, Building Science, Rensselaer Polytechnic Institute
Exchange Student, Polytechnic of Central London

Licenses/

Certifications

Registered Architect, CO, CT, MD, MA, ME, MI, MO, NE, NJ, NY, OH, PA, TN, VA, WV
National Council of Architectural Registration Board Certified (NCARB)

Memberships

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)
Business Council for Small and Independent Business of New York State, Former Chairman
National Fire Protection Association (NFPA)
Board of Governors for Phi Kappa Tau Rho Chapter Fraternity
Honorary Member - Kingston Fire Department, PA

Publications

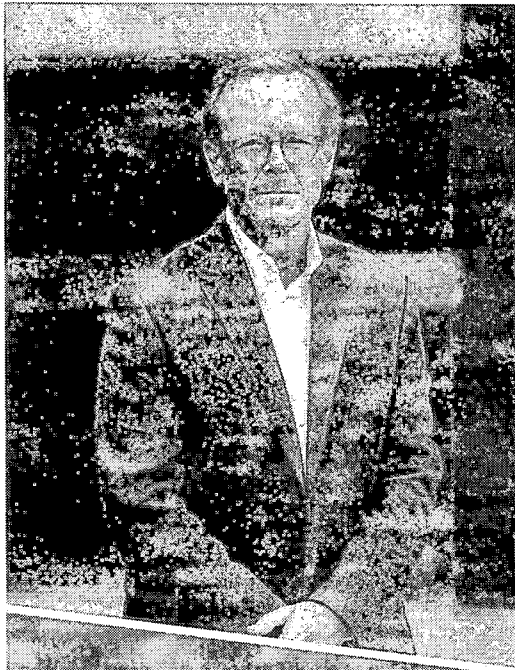
"How to Clear the Air in the Fire Station," Crackyl Magazine, 2024
"GIS May Be Key To The Future Of Emergency Response," Firehouse Magazine, 2024
"Air Quality in Your Fire Station," Firehouse Magazine, 2020
"Get it Done! 10 Strategies for Success," Fire Chief Magazine, 2019
"One-on-1 Program Offers Departments Feedback on Station Projects," Firehouse Magazine, 2017
"Design of the Times," Fire Chief Magazine, 2013
"Gear at the Ready," Fire Chief Magazine, 2009
Fire Station: Architectural Insight to Planning, Design, and Construction, Co-Author, IAFC Foundation, 2010
"Chief Fire Officer's Desk Reference," Jones & Bartlett Publishers in conjunction with IAFC, 2005

Mr. Ross has 45+ years of experience in architectural design, focusing on emergency response facilities: fire, police, EMS, EOC, PSAP, and public safety. With experience in construction management, real estate development, feasibility studies, and land evaluations, Mr. Ross assesses projects from multiple points of view. He leverages his expertise and experience through teaching, writing, and speaking at professional conferences and symposiums. Mr. Ross is one of the leaders and co-founders of the critically acclaimed One-on-One™ Fire Station Design Symposium.

Earning his Bachelor of Architecture degree from Rensselaer Polytechnic Institute, Mr. Ross went on to become licensed in 15 states, NCARB certified, a board of governors member for the Phi Kappa Tau Rho Chapter Fraternity, and an honorary member of the Kingston, PA Fire Department. Mr. Ross has earned several awards including the NYS Small Business Advocate of the Year award in 2001 from the Business Council of New York State and NFIB. He is currently serving on the NFPA Technical Committee on "Emergency Responders Occupational Health". The Committee has been tasked to develop a new Standard for Contamination Control, NFPA 1585, which just went live. He led the task group for Chapter 5, Emergency Services Organization Facilities. In addition, Mr. Ross accepted a position as Executive Board Member on the NFPA AEBO (Architects, Engineers, Building Officials) Board.

Selected project experience

- City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88; Fort Lauderdale, FL: Technical Advisor for the development of two design criteria packages for Fire Station 13 and Fire Station 88 projects, which are intended to be completed under design-build contracts. The design criteria packages will involve a topographic and boundary survey, geotechnical soil sampling, engineering and architectural and other related tasks, 3D renderings of up to three design concepts, and 30% design plans and specifications. H2M will also identify all permits required, dewatering and stormwater pollution prevention requirements, and impacts to local business and residents, based on the data collection.
- Borough of Metuchen Fire Department; Metuchen, NJ: Project Designer for a new station for the Metuchen Fire Department. Worked with the Borough to vet several potential sites, including the existing station property, and designed the new station on an existing Borough property as well as a small adjacent residential property for sale. The proposed station is a one-story, approximately 11,000 square foot, combined fire and EMS facility with an outbuilding to hold two to three additional apparatus. There are several major utility easements that must be avoided, which necessitated the need for the outbuilding; to control the size of the overall building footprint.
- Port Washington Police District New Headquarters; Port Washington, NY: Project Executive for architectural and engineering services for the District's new headquarters. The new headquarters includes approximately 25,000 square feet of space, including secure access, interview rooms, office suites, dispatch, records (archive), training rooms, exercise room, roll call, armory, evidence processing, storage, and Sally port.
- Stanford Heights Fire District New Station; Colonie, NY: Project Executive for the assessment, feasibility, and design of a new two-story 23,000 square foot fire station to replace the District's outdated existing station. The new station will be built behind the existing station, allowing for continued response during construction. An extensive community support campaign resulted in a 2:1 positive bond referendum vote.
- City of Greenfield New Fire Headquarters; Greenfield, MA: Project Executive for the design of a new fire headquarters. The facility is a 20,000 square foot fire station on a new compact urban site. Worked extensively with the City to explore several sites, develop a P3 to pursue the project, and secure a site to create a temporary facility to maintain operations during demolition and construction of the new headquarters.
- Y-12 National Security Complex Fire Station; Oak Ridge, TN: Project Executive and Designer for the design of a new fire station at the Y-12 National Security Complex in Oak Ridge, TN. The station supports emergency functions such as fire and ambulance response, rescue, and hazardous material response. Worked as a subconsultant to BKV Group, Architect of Record.



Kevin M. Paul AIA, NCARB, LEED AP

Senior Vice President,
Discipline Director - Private Sector Real Estate



Mr. Paul has over 35 years of design and construction experience, in both residential and commercial fields. He manages and facilitates all phases of architectural and design projects from initial studies through construction administration. Focusing on commercial, industrial, institutional, retail and residential projects in the private sector, Mr. Paul is responsible for preliminary design, construction document preparation, budgeting, scheduling, planning, code analysis and construction administration.

Prior to joining H2M, Mr. Paul worked as a project architect in New York City and Long Island on a variety of projects including; the New York City Parks Department, colleges and school districts, Metro North Railroad's Hudson Line stations, and multi-family residential projects. In private practice for 25 years, he worked primarily on custom residential design and small commercial projects, including repairing and elevating storm damaged homes on the south shore of Long Island, as well as providing expert testimony to resolve client/contractor disputes.

Education

B'Arch. New York Institute of Technology

Licenses/ Certifications

Registered Architect: FL, NY, NJ, CT, PA, MA, MD, ME, VA

NCARB

LEED Accredited Professional USGBC

ASFPM Certified Floodplain Manager

CAL/QES Safety Assessment Certification

Memberships

New York State Floodplain and Stormwater Managers Association (NYSFSMA)

New Jersey Association of Floodplain Managers (NJAFM)

Association of State Floodplain Managers (ASFPM)

Teaching

Adjunct Professor, Farmingdale State College

Publications

"How an Informed Property Maintenance Plan Can Prevent Structural Failures", NYREJ, August 24, 2021

"OPINION: Building A Solution: Balancing the Housing Market One 3D-Printed Home at a Time," NJBiz, June 28, 2021

Selected project experience

- Castle Lanterra The Quadrangle Parcel 17; Orlando, FL: Providing executive oversight for the addition of a multi-family residential apartment complex to the Orlando Quadrangle Business Park. H2M conducted a feasibility study of the site in collaboration with the client's civil engineer to see where the multi-family building could be located on the site. We explored how to maximize the quantity of units while also providing parking below the residential units. Because the developer is updating the Quadrangle, zoning rules have been under review to be re-vamped. The project is currently in the early stages of schematic design development.
- Castle Lanterra Vue at Belleair Phase II; Clearwater, FL: Executive oversight of an expansion of 169 new units between the two sites. Site 'A', known as Site North, is 1.2 acres. Site 'B', known as Site South, is 2.0 acres. Site North will house Building North at 64,714 sf and Site South will house Building South at 111,177 sf. Both buildings contain an easement for an aging water main that belongs to the City of St. Petersburg. The two sites were also zoned by U.S. 19's form-based code. This added a level of unusual complexity. The code required both buildings to become podium designed and at two different specific heights.
- Ørsted Sunrise Wind Warehouse and Command Center; Setauket, NY: Managed the alteration of existing warehouse to a 60,000 square foot state-of-the-art Operations and Control Data Center, offices, and warehouse to achieve the owner's requirements of LEED certification. Collaborated with the client regarding scope of work updates as additional windfarms were added and assisted the client with standardizing framework for potential future projects.
- Mayor's Housing Recovery Office's (HRO) Build it Back Program; Brooklyn, NY: Project Manager responsible for directing all H2M services under the Brooklyn Build it Back program. The program is being managed by the NYC Department of Design and Construction (NYCDDC). The program provides CDBG-DR funding to Sandy impacted homeowners throughout the City for permanent repairs and resiliency measures including home elevations and full reconstructions at elevations above the Base Flood Elevation (BFE). Responsibilities included managing all architectural services on Sandy damaged homes ranging from semi-detached to attached homes including initial homeowner meeting and documentation of existing conditions, evaluation of available options for raising the lowest floor elevation to design flood elevation, detailed design of proposed elevation/reconstruction option and DOB submittals.
- Various rehabilitation and flood mitigation projects including elevating existing storm damaged homes on the south shore of Long Island since 1993.
- DC-9 Training Center; Wappingers Falls, NY: Converted an empty 16,000 square foot prefabricated building into a training facility for union dry wall contractors, glaziers, bridge painters and welders. The facility also included office and classroom space used for administration and training.

Kelly E. Greenfield R.A., LEED AP BD+C, WELL AP

Senior Associate, Public Agency Deputy Market Director



Ms. Greenfield has more than 15 years of architectural experience. Her responsibilities include preliminary services such as building analysis and research; formulating existing conditions reports, including findings and recommendations for repair; preparation of design development drawings and construction document sets; specification writing; as well as cost estimating and regulatory filings. In addition, Ms. Greenfield also provides bid and award support to clients, oversees construction activities, handles construction administration services, and assists with project closeouts.

Selected project experience

- New York City Department of Citywide Administrative Services (DCAS) State of Good Repair; New York, NY: Retained by DCAS to perform existing conditions surveys to identify deficiencies and recommend repairs to bring 64 sites across New York City to a state of good repair for the Department of Youth and Community Development. Surveys are currently underway and all are slated for completion by Spring 2025.
- Hudson River Park Trust (HRPT) Pier 40 Fire Protection; New York, NY: Assisted in the design of a NYC building code-compliant fire protection system for Pier 40. Services included the management of a fire protection engineer and cost estimating subconsultant and preparation of base files and architectural drawings for the full building upgrade of the sprinkler system. A fire alarm study is simultaneously being performed to determine code compliance and if a new fire alarm system is also recommended.
- DCAS Space Needs Program Summary Report; New York, NY: Management of several teams of in-house and consultant firms for existing conditions surveys and documentation to assist DCAS in their Citywide effort to document and assess space needs for City agencies. Scope of services included an analysis of the personnel, programmatic, and operational needs to generate an estimated rental square footage allocation; interviews of agency representatives and compiling information into a spreadsheet, back checking against the client's space standards, and a final report summarizing findings.
- New York City Housing Authority (NYCHA) Morris and Moore Houses Roof Replacements; Bronx, NY: Provided design and construction administration services for roofing replacement at the Morris and Moore Houses. Performed existing conditions surveys, designed roofing improvements, and oversaw construction.
- Battery Park City Authority (BPCA) Pier A Harbor House Window and Door Upgrades; New York, NY: Project Manager responsible for evaluating the conditions of existing windows and doors at Pier A Harbor House. Task one involved performing nondestructive visual observations to review existing conditions of the exterior windows (including sliding French doors at the first floor) and exterior doors of the Pier A Harbor House and document overall material deterioration and any operability issues, defects, and deficiencies, particularly in relation to broken glass, panes, and frames, weather tightness, and hardware. For task two, prepared an updated report incorporating current data documented from on-site observations.
- Trust for Governors Island In-Depth Building Inspections; New York, NY: Retained by the Trust to perform an in-depth structural and architectural existing conditions survey to identify deficiencies and recommend repairs to bring this buildings to a state of good repair. Life safety and occupancy issues were reviewed, as well as the condition of the building envelope and structural support systems.
- NYCHA Gompers Houses Roof Replacements; New York, NY: Project Manager responsible for the design of roof and roof railing replacements at the three buildings of the Gompers Houses totaling approximately 24,500 square feet.
- NYCHA Coney Island and Marlboro Houses Trash Hoist Replacements; Brooklyn, NY: Prepared construction documents for trash hoist replacements with vertical reciprocating conveyors at 22 buildings across two NYCHA developments, Coney Island and Marlboro Houses. The systems were designed as fully enclosed cabs that lift trash from the basement compactor rooms to the first floor for removal.

Education

M.U.D., City College of New York
M.Arch., City College of New York
B.A., Urban Studies, Fordham University

Licenses/ Certifications

Registered Architect, FL, NY, CT
LEED AP Building Design and Construction
Accredited, USGBC (LEED AP BD+C)
WELL Accredited Professional (CBCL)
NYCDOB Class 1 Filing Representative
NCARB Certified
NYC DOB 4-hour Supported Scaffold User
Certificate
NYC DOB 16-hour Suspended Scaffold User
Certificate
OSHA 10-hour Construction Safety & Health
Project Management Training Program, H2M
H2M Mentoring Program Graduate, Mentee

Memberships

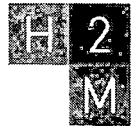
International Institute of Building Envelope
Consultants (IIBEC)
America Institute of Architects (AIA) Urban
Green Council (USGBC)
New York Building Congress
The Architectural League
CCNY Alumni Association
A Better New York (ABNY)

Awards

Long Island Business News - Who's Who
2021: Women in Professional Services
2020 Women in Real Estate, New York Real
Estate Journal

Kenneth R. Gehringer

AIA, NCARB, CDT, CCCA, NYSCE



Assistant Vice President, Studio Director



Mr. Gehringer is an award-winning architect with 35 years of diverse experience in New York, Florida, New Jersey, Connecticut, and South Carolina. His expertise includes public works projects, including water and wastewater treatment facilities and municipal offices; educational projects; and private real estate developments. As an Assistant Vice President and Studio Director at H2M, Mr. Gehringer is responsible for overseeing 14 experienced architectural staff, reviewing design and construction documents, and performing client and financial management. As a New York State Code Enforcement Official, he is skilled in providing compliance with various building codes.

Selected project experience

Education

B.S., Architectural Technology,
New York Institute of Technology

Licenses/

Certifications

Registered Architect: FL, NY, NJ, CT

National Council of Architectural Registration
Boards (NCARB)

Certified Construction Contract Administrator,
CSI

Construction Documents Technologist, CSI

New York State Code Enforcement Official

NYSDEC Asbestos Project Designer

OSHA 10-Hour Construction Health and Safety

CAL/OSHA Safety Assessment Certification

PM Bootcamp, PSM Resources

Offices Held

AIA Long Island, President 2024 - 2025,
President-Elect 2022 - 2023, Treasurer 2020 -
2021, Secretary 2018 - 2019, Board of Directors
2017

CSI Long Island, President 2023 - 2024,
Vice President 2014 - 2023, President 2007 -
2010, Planning Chair 2009 - 2010, Program
Chair 2005 - Present, Education Chair 2004 -
Present, Board of Directors 2004 - 2005

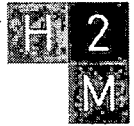
CSI Northeast Region, Board of Directors 2021 -
present, President 2011 - 2013, Conference
Committee 2013, Vice President 2010 - 2011,
Board of Directors 2009 - 2010, Education
Chair 2008 - 2011, Conference Co-Chair 2007 -
2008

CSI Palm Beach, President-Elect 2002 -
2003, Education Chair 2002 - 2003, Board of
Directors 2001 - 2002

- Castle Lanterra The Quadrangle Parcel 17; Orlando, FL: Management for the addition of a multi-family residential apartment complex to the Orlando Quadrangle Business Park. H2M conducted a feasibility study of the site in collaboration with the client's civil engineer to see where the multi-family building could be located on the site. We explored how to maximize the quantity of units while also providing parking below the residential units. Because the developer is updating the Quadrangle, zoning rules have been under review to be re-vamped. The project is currently in the early stages of schematic design development.
- Castle Lanterra Vue at Belleair Phase II; Clearwater, FL: Management of an expansion of 169 new units between the two sites. Site 'A', known as Site North, is 1.2 acres. Site 'B', known as Site South, is 2.0 acres. Site North will house Building North at 64,714 sf and Site South will house Building South at 111,177 sf. Both buildings contain an easement for an aging water main that belongs to the City of St. Petersburg. The two sites were also zoned by U.S. 19's form-based code. This added a level of unusual complexity. The code required both buildings to become podium designed and at two different specific heights.
- Management of facility projects in South Florida. Construction types include masonry, wood frame, and tilt-up construction, many in High Velocity Hurricane Zones (HVHZ), coastal and waterfront. Some of his experience includes:
 - Three five-story ocean front condominiums, Ft. Pierce, FL
 - Commercial buildings – new construction and renovations in Delray Beach, FL
 - Professional and health care buildings and ensuing tenant improvements including an MRI suite, Boynton Beach, Delray Beach, and Boca Raton, FL
 - Model home programs for local and national builders, including Lennar, Transeastern Homes, Toll Brothers, Centex, WCI Communities, KB Homes, K. Hovnanian Homes, etc. throughout Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, and Collier Counties
 - Two private school additions in Palm Beach County, FL
- Water Districts and Water Suppliers: New construction and alterations for well pump houses, volatile organic compound (VOC) removal via air stripping tower or granulated activated carbon (GAC) treatment, advanced oxidation process (AOP), iron removal facilities, and chemical treatment storage and containment area construction, building alterations and ADA Modifications at administration buildings for the Monroe Township, Brick Township, Parsippany Township, Jackson Township, Park Ridge Water Department, Independence Township, NJ. NJ American Water, Westchester Joint Water Works, City of Yonkers, Village of Rockville Centre, Suffolk County Water Authority, NYS Parks, Town of Babylon, Liberty Utilities NY, and dozens of local water districts. All projects for these clients have utilized Revit Architecture for the development of the BIM models.
- Wastewater Work: Various expansion and rehabilitation projects; sample projects include Suffolk County DPW Hauppauge S.D. No. 18 Expansion, consisting of a new Operations Building with filter blower, polymer, thickener, motor control center, and control rooms; a new Headworks Building with headworks, blower, and motor control center rooms, and rehabilitation of several existing buildings; Middlesex County Utilities Authority Advanced Anaerobic Digestion Facility; Kings Park S.D. No. 6 Capital improvements including design of a new control room building; Nassau County DPW Cedar Creek WPCP Secondary Treatment Improvements consisting of ships ladder, railing, and grating replacements at distribution boxes and sedimentation tanks to bring up to current code, and improved access to sedimentation tank sampling platforms.

Robert F. Bee R.A., LEED AP

Vice President,
Deputy Discipline Director - Architecture



Mr. Bee has more than 20 years of experience leading fire station, educational facility, municipal building, water treatment facility, library, public housing, and rehabilitation facility design projects. He is responsible for managing and facilitating all aspects of design projects, from the preliminary design stage through construction administration. Mr. Bee's responsibilities include developing project scope, plans, and design documents, as well as presenting to clients, developing budgets, overseeing the preparation of contract documents, preparing governmental and regulatory agency submissions, and providing construction administration services. As a LEED Accredited Professional, he is knowledgeable of sustainable building and system design.

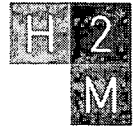
Selected project experience

- Syosset School District New Fitness Center; Syosset, NY: Project Manager responsible for construction administration and overseeing the development of a 10,000-square-foot fitness center and corridor, which included an open layout weight room, offices for physical education instructors and coaches, new bathrooms, and comfort stations.
- Central Islip Fire District New Firehouse and District Upgrades; Central Islip, NY: Project and Client Manager for \$12.5 million bond-funded projects for the development of a 11,500-square-foot fire substation, replacement of windows at the District's headquarters, replacement of the District's fire alarms, and redevelopment of the District's parking lots.
- Hicksville Fire District Various Projects; Hicksville, NY: Project Architect and Project and Client Manager responsible for overseeing the performance of various enhancement projects at facilities throughout the Hicksville Fire District, including a new 8,500-square-foot fire substation, roof replacements at headquarters, parking lot replacements at Stations 3, 4, and headquarters, car port at headquarters, interior renovations and masonry repair at Station 4, and truck room renovations and repairs at headquarters.
- Vails Gate Fire District New Firehouse and Storage Building; New Windsor, NY: Project and Client Manager responsible for overseeing design, bidding, and construction services in the development of a 21,500-square-foot firehouse and 6,500-square-foot storage building for the District.
- Borough of Brielle ADA Improvements at Borough Hall; Brielle, NJ: Project Manager responsible for overseeing the design and development of accessibility upgrades to the Brielle Borough Hall, including installation of an exterior ramp to the entrance of the building, an inclined platform lift at the stairs, a compliant restroom for the public, and an area of refuge for emergencies.
- Borough of Manasquan Main Street Beach Office Renovation; Manasquan, NJ: Project Architect for the renovation of a series of oceanfront buildings that house EMTs, beach patrol, and lifeguards, including making existing stairs ADA accessible, renovating building exteriors, and a 400-square-foot addition.
- Gabrielli Trucks Sales Addition and Renovation; Ridgefield Park, NJ: Project Manager responsible for the preliminary design and construction documents for the new 15,000-square-foot Ridgefield Park Gabrielli Trucks Parts Department warehouse on the banks of Overpeck Creek.
- Governor's Office of Storm Recovery/DASNY; Queens, Brooklyn, and Bronx, NY: Project Manager responsible for overseeing the integration of various storm hardening measures, roof replacements, and the installation of auxiliary generators for the Gerritsen Beach Volunteer Fire Department, West Hamilton Beach Volunteer Fire Department, and North Tower Volunteer Fire House at Edgewater Park.
- Ocean Grove Fire District Firehouse; Ocean Grove, NJ: Project Manager tasked with overseeing the performance of a feasibility study and the development of preliminary designs for an addition and renovation to this historic Neptune Township firehouse.
- NYCHA Queensbridge South Houses Elevator Rehabilitation; Long Island City, NY: Project Manager responsible for overseeing vertical transportation design services for the rehabilitation of existing elevators in 96 six-story buildings.
- Manasquan River Regional Sewerage Authority Facilities Assessment Report and Design; Howell, NJ: Project Manager responsible for overseeing the design, coordination, and administration for the replacement an 8,000-square-foot roof, HVAC system, ceiling, and interior lighting.



Megan E. Ballato CID, IIDA, NYSCEO

Senior Project Interior Designer



Ms. Ballato is an interior designer that leads design on interiors projects for a range of client types, including K-12, higher education, multi-family, healthcare, workplace, and libraries. She is responsible for managing and facilitating all phase of design projects from preliminary design through construction phase services. Her responsibilities include concept development, programming, planning and design, document coordination, material research and selections, shop drawing review, presentation preparation, and all other phases of project management.

Selected project experience

- Ørsted Sunrise Wind Warehouse and Command Center; Setauket, NY: Lead Interior Designer for the alteration of existing warehouse to a 60,000 square foot state-of-the-art Operations and Control Data Center, offices, and warehouse to achieve the owner's requirements of LEED certification. Worked with project stakeholders to develop program requirements, interior design concepts, space planning, and construction documents.
- Geico Corporate Office; Woodbury, NY: Interior alteration and reconfiguration to 49,000 square foot corporate office. Provided programming, space planning, schematic design, design development, interior renderings, construction documents, and permitting services.
- Castle Lanterra The Vue at Belleair Phase 2 Development, Clearwater, FL: Worked with project stakeholders to develop programmatic requirements and interior design concepts for 4,500 square feet in amenity space for two new multi-family apartment buildings. Provided schematic design, design development, and construction documents, and coordinated with in-house architectural and MEP engineering team leaders.
- WellLife Network, Inc.; Medford NY: Provided interior design services and construction documents for a new three-story supportive residential housing to meet NYS Homes and Community (HCR) guidelines.
- Syosset Central School District; Syosset, NY: Prepared construction documents, interior finishes, bidding services and construction administration for District-wide accessibility bathroom renovations and upgrades at 11 District facilities.
- Mastics-Moriches-Shirley Community Library; Shirley, NY: Worked with project stakeholders to develop programmatic requirements and schematic design as well as coordinated design development and construction documents for the interior renovation and addition to the Mastic Beach Library Annex and new 7,000 square foot LEED certified Moriches Library Annex.
- Summit Security Services, Inc.; New York, NY: Provided cost estimates, construction documents and interior finish and furniture selections for an interior alteration to the corporate office in Manhattan.
- Medford Fire Department; Medford, NY: Provided interior design services, and construction documents for two new additions and an interior alteration to an existing firehouse.
- North Hempstead Country Club; Port Washington, NY: Prepared cost estimates, construction documents, interior finish and fixture selection, and provided bidding services for a 2,300 square foot interior alteration to the pool house.
- Eastern Long Island Hospital; Greenport, NY: Provided interior finishes, fixtures and furniture selections along with performing construction administration for new outpatient treatment center.
- Locust Valley Central School District; Locust Valley, NY: Preliminary furniture selection for library, makerspace, classroom, and faculty lounge projects. Assisted with construction administration for multiple projects.
- SUNY Farmingdale; Farmingdale, NY: Interior renovation of Whitman Hall Lower Level to create computer labs, academic collaboration spaces, restroom facilities and elevator rehabilitation. Provided space planning, furniture selection and interior design services for the 6,500 square foot space.
- Greenlawn Water District; Greenlawn, NY: Interior renovation and reconfiguration of the existing 2,100 square foot of administration building. Services included space planning, furniture selection, finish selections, and construction administration.
- Long Island University; Greenvale, NY: Provided complete schematic design, design development and construction documentation of two new state-of-the-art science research facility laboratories.

Education

M.F.A., Interior Design, New York School of Interior Design

B.S., Math/Computer Science, St. Joseph's College

Licenses/Certifications

New York State Code Enforcement Official, NYSCEO

Certified Interior Designer: FL, NY, CT

Council for Interior Design Qualifications, NCIDQ

OSHA 10-Hour Construction Safety & Health

Memberships

International Interior Design Association (IIDA)

TAB 4



► Approach to Scope of Work

Project Understanding

H2M understands that the City of Fort Lauderdale is seeking qualified, experienced, and licensed firms to provide architectural consulting services on an as-needed basis for various projects. Work may include the following specialties:

- Space Planning
- Programming
- Specifications
- Architectural Design
- Contract Administration
- Cost Estimating, Planning and Scheduling
- Architectural 3D Rendering and Animation Services
- Interior Design
- Landscape Architecture
- ADA Analysis and Design
- Sustainable Design
- Building Performance Analysis
- Historical Preservation
- LEED Design
- Structural Design
- Mechanical, Electrical, Plumbing Design

As design professionals, H2M and our team strive to listen, assist, guide, and recommend solutions for our clients in all aspects of architecture and engineering. We have a long history of working with municipalities to develop the best solutions for their facility needs while maintaining their budgets. H2M's goal is to design projects using input directly from those that manage the facility and the end users, partnering with those individuals during the design process, so the final product is one that is visually appealing, organized, well-constructed, efficient, and economical.

H2M has more than 100 architects and is fully capable of addressing all the City's needs on this contract. In addition to architecture, as a full-service firm, we offer a host of in-house disciplines, as well as a host of in-house engineering disciplines, including MEP and fire protection engineering, civil engineering, environmental engineering, structural engineering, and water and wastewater engineering. With 580+ personnel in-house, we can easily staff multiple concurrent assignments for the City.

As we are unclear of the exact assignments that will be granted under this term contract, following is our general approach to undertaking architectural projects.

Management Approach

We have developed a project approach that has allowed us to be successful in delivering quality results to our clients satisfaction for a variety of projects both large and small stemming from on-call, as-needed contracts. All our projects, no matter their scope or size, have one thing in common: the built-in procedures for the way we undertake and administer our work. Our procedures establish protocol, set guidelines, enhance our overall project quality, and establish project-specific requirements, helping us achieve efficient administration of our projects. Some key elements of our approach are described further:

► Programming

The establishment of a proper program may be the most important phase of a project. The project program defines the City of Fort Lauderdale's desires for the project and details the work to be undertaken by the consultant. In developing a project program with the City, the H2M team combines our experience with City personnel and subcontractors to obtain their input and ensure that the project design meets their specific needs. During the programming phase and throughout the design phase, we will conduct workshops where City representatives will be involved in the scoping of the project and the design process.

► Fast-Tracked/Expedited Response

With a staff of more than 580 architects, engineers, planners, surveyors, specialists, and support professionals, H2M is ready to respond to the City of Fort Lauderdale's needs. Our operations are managed by Division Directors, Department Managers, and Project Managers each with the authority to distribute work and manage the efforts of our employees. Having architecture and engineering under one roof allows us to establish teams who are experienced in working together on a daily basis and who have the ability to respond efficiently when a client calls. For over 90 years, H2M has taken pride in our quick response to clients during their time of need. Being heavily involved in water supply, wastewater facility operations, emergency services operations, educational facilities, etc., we understand the importance of immediate service.

Our team is fully committed to making the City of Fort Lauderdale a top priority throughout the duration of this contract. We will allocate all necessary resources, including personnel, technology, and expertise, to ensure that the City receives the highest level of service and support. By leveraging our full-service capabilities and significant experience (subject matter expertise), we will work closely with the City to meet every project goal, deliver on time, and exceed expectations.



► Approach to Scope of Work



► Scheduling

At H2M, we have adopted and utilize a strict critical path scheduling methodology for our projects and internal and external resource scheduling. At the start of each project, a Project Plan is created by the Project Manager, which includes the proposed Master Project Schedule. That schedule is distributed amongst all parties and stakeholders for review. Upon approval by all parties, the schedule is adopted and strictly adhered to. An example of one of our critical path method (CPM) schedules has been provided above.

► Workload Management

In addition to utilizing a CPM schedule to manage this project, H2M will utilize its internal scheduling process, which utilizes "E-Resources" a tool provided by our accounting software, BST. Through this process, our Project Manager will schedule and utilize the appropriate resources for your project. When needed, this process allows the Project Manager to secure additional resources from our more than 580 professionals across the Eastern seaboard. The full depth of our resources and professionals are available to your project and will be scheduled and assigned as needed to meet or exceed the agreed upon schedule.

Naturally, the schedule will be contingent upon the ability of all stakeholders to respond and maintain the schedule as well. H2M is committed to streamlining the process as much as possible and accommodating the City and all stakeholders. Whether meetings must be in person, virtual, or a mix, we will accommodate. Depending on the experience level of the individuals involved in the process, H2M can provide guidance and educate team members. For example, in many cases stakeholders have rarely (or never) gone through the process of designing a new fire station. We understand this and will

provide appropriate guidance and education to make the best decisions possible, and within the appropriate timeframe.

► Current Workload

As H2M is a large firm, it would be extensive to provide a complete list/summary of our current projects, however a partial list of our ongoing projects are included in Tab 2. When H2M responds to requests for proposals/qualifications we ensure that our proposed key personnel will be available to work on the project. This is done by assessing our workload and verifying availability on our E-resource scheduling software. Note, should the City require more information regarding our current workload, it can be provided upon request.

► Cost Control

H2M's approach to budget and change order control is described in detail in Tab 2 - Firm Qualifications and Experience.

► Quality Assurance/Quality Control (QA/QC)

H2M has long recognized the importance of QC and is always striving to strengthen and improve the quality of our work. We have implemented a formal QA/QC program that operates independently and in parallel with our discipline and project QA/QC protocols. Patrick O. Stone, R.A., LEED AP BD+C will be the lead QA/QC effort for the contract, which will include monitoring the project's execution and conducting an independent review of all construction documents prepared for the project. The concept of the program is to instill quality at the grassroots level and implement procedures that will minimize dependence on solely "end of project checking".

► Approach to Scope of Work

One of the key QA/QC procedures followed by our team is the requirement to prepare a Project Plan for all design projects. The purpose of the Project Plan is to:

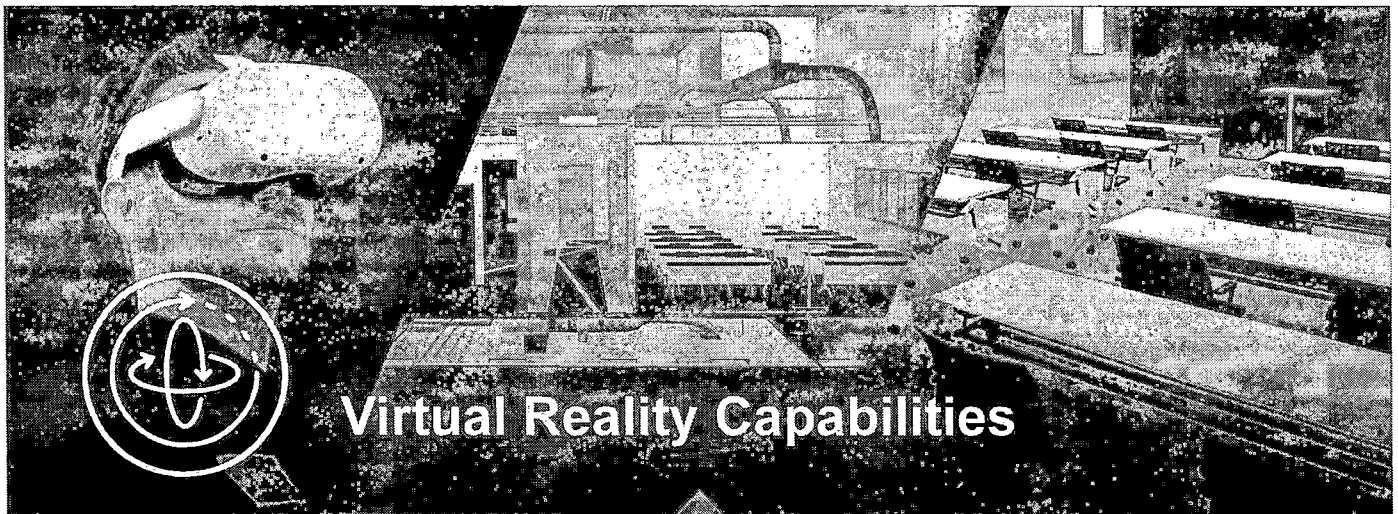
- Describe the project and scope of services that will be provided to the client.
- Identify the project team.
- Identify the responsibility of each team member.
- Indicate the project schedule and milestones.
- Indicate task budgets.
- Indicate review and regulatory approvals that will need to be obtained.
- Describe project issues.

The Project Plan is then used as the agenda for the project kick-off meeting. This ensures all team members have a clear understanding of the project scope, schedule, responsibilities, coordination requirements, and client expectations. Regularly scheduled progress meetings are held with the design team to facilitate coordination and resolution of problems and monitor the progress of the design. All design projects are thoroughly reviewed by the department manager of each of the project disciplines (e.g., electrical, mechanical, structural, architectural) before it is reviewed by the Project Manager. Upon completion of their review, a final independent QA/QC review is performed. The review focuses on document

coordination, constructability, document clarity, and minimizing client exposure to claims and includes review of subconsultant work. The use of checklists, standard details and drawing format, CAD standards, establishment of client standards, Master Division One Specifications, and formal procedures for feedback from construction observation help us identify design improvements that can be implemented on future projects. Other procedures are also successfully utilized to help control the quality of our work.

► Working with City Personnel

As design professionals, H2M strives to listen, assist, guide, and recommend solutions for our clients in all aspects of architecture and engineering. We have a long history of working to develop the best solutions for their needs within their budgets. One of the ways the firm successfully develops the best solutions is through our ability to design projects using input directly from program and project management and contractors during the design process, so the final product is one that meets project requirements, is organized, well-constructed, efficient, and economical.



Virtual Reality Capabilities

H2M offers virtual reality (VR) capabilities using Prospect software. Prospect allows the user to upload an existing 3-D model that can be viewed in VR mode in mere seconds. VR models are built to-scale and are one-to-one representations of exactly how the end product will look and feel. If the design calls for a 20-foot-high ceiling, looking up while wearing the VR headset will make the ceiling appear 20-feet-away. Rather than physically walking through the space, movement is controlled with a pair of handheld controllers. VR technology opens the door to a new way of more efficiently presenting design work, improving project understanding, and building stronger relationships with our clients.



► Approach to Scope of Work

H2M would expect a designated point of contact from the City with whom we would coordinate project-related matters. We have learned that this communication maintains alignment between all team members, subconsultants, contractors, regulators, other City officials, etc. H2M recognizes that the scope must always be defined through the City, and that changes in scope cannot be made without the authorization of the City. The firm's management and technical staff are trained to work with identified personnel and to obtain the needed project-specific information that is necessary to have a successful project, and how to channel information through the proper protocols so it can be implemented and utilized appropriately and effectively in the project's design.

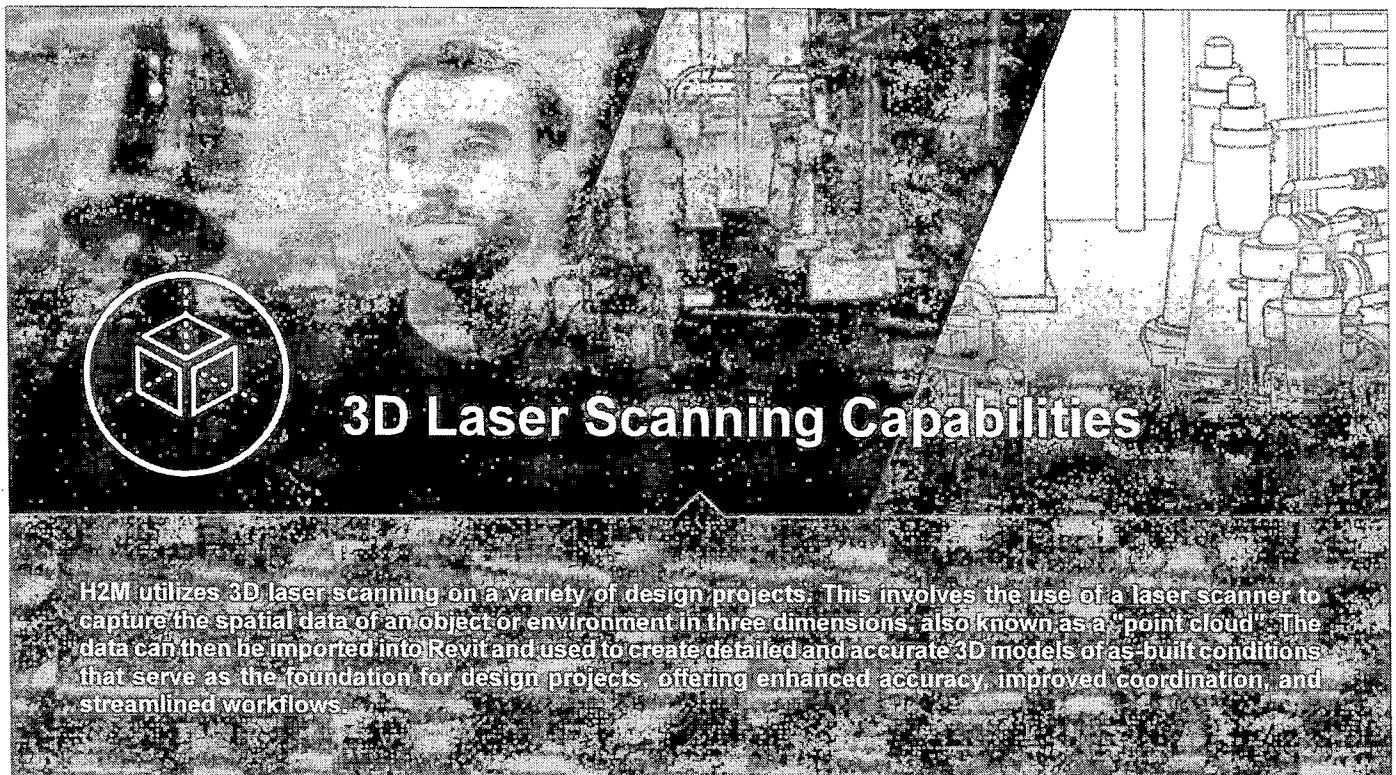
► Communication & Coordination

One of our top priorities in every project is ensuring there is clear and proper communication throughout. Communication is not just about talking and providing adequate documentation, but also includes listening and making sure that any information communicated is received and understood. Communication between all team members – the City, construction manager, primes and subs, managers and employees, design professionals and contractors, project team, and agencies having jurisdiction (AHJ), to name a few – is paramount to a project's success. Everyone needs to communicate, as everyone becomes part of the project team, and everyone has an important role that cannot be fulfilled without proper communication. At the beginning

of every project, the assigned Project Manager develops a comprehensive Project Plan that defines the project scope, the client's needs and expectations, staffing needs, schedule, budget, applicable codes, potential problems, team member roles, and lines of communication.

The Project Plan provides a road map for the members of the project team and is a living document that is updated as the work progresses. The Project Plan is used as the agenda for the project kickoff meeting and progress meetings throughout the life-cycle of each project. It is important to note that our staff is accustomed to working in an organized environment with project standards, schedules and quality requirements, and the need to coordinate and communicate with project team members.

This contract is a priority for H2M and will make ourselves available for meetings with the City. Our preference, when feasible, is face-to-face discussion at progress meetings. However, we understand that is not always feasible. H2M often utilizes Microsoft Teams above other platforms for virtual client meetings. We are accustomed to tailoring the type of information and the frequency of communicating project status and issues to our client's requirements. Face to face progress meetings, monthly or even weekly updates, telephone conferences, and email communication are all utilized. Project walkthroughs using Revit models can be helpful on more complex projects. We have the ability to share as much information as our clients desire through our Newforma project information management software. Project



The graphic features a background image of a man's face on the left and a technical drawing of a mechanical assembly on the right. A circular icon containing a 3D cube is positioned in the lower-left corner. The text '3D Laser Scanning Capabilities' is prominently displayed in the center.

3D Laser Scanning Capabilities

H2M utilizes 3D laser scanning on a variety of design projects. This involves the use of a laser scanner to capture the spatial data of an object or environment in three dimensions, also known as a "point cloud". The data can then be imported into Revit and used to create detailed and accurate 3D models of as-built conditions that serve as the foundation for design projects, offering enhanced accuracy, improved coordination, and streamlined workflows.



► Approach to Scope of Work

emails, meeting minutes, action items, submittal, and RFI logs can all be easily shared with our clients and other team members through these software programs.

► Construction Expectations

H2M always seeks to understand the concerns and preferences of our clients with regard to how construction is conducted. Where applicable and available, we ensure adherence to client standards in our construction documents, while always ensuring compliance with regulatory and industry standards. In some cases, quality may mean a particular product or material. Quality does not necessarily have to mean expensive, because with proper planning or design, quality may be able to be achieved just by making a design simple or less complicated. Obtaining the level of project quality that the City desires is a process, one that we are experienced in assisting with. During the project programming process within the design phase, H2M seeks to determine the standards of quality expected by the City so that this information can be incorporated into the design. Our prior experience with the type of work desired allows us to provide insight and suggestions to the client to understand what the level of quality and what is being designed. The firm has a long history of working with our clients to develop solutions this way, so that the final product suits the needs of the City.

► Technological Capabilities

CPM Scheduling: H2M utilizes MS Project and Primavera for our CPM scheduling. In addition, we are adept with various other software offered within the construction industry such as Procore and others. At the start of the project, the Project Manager will determine which software is most appropriate with the team members and stakeholders. Training can be provided for those that may not be adept with the programs.

Microsoft Programs: H2M utilizes the full Microsoft Office Suite, including Teams, which provides an excellent opportunity to maintain communication and collaboration amongst the entire team.

Building Information Modeling (BIM): We also design and execute our projects utilizing BIM (Autodesk Revit specifically). We will utilize work-sharing within the Autodesk Construction Cloud to make sure that all team members have appropriate access to BIM models and files.

Newforma: H2M utilizes Newforma, a project information management system to facilitate our staff's ability to file and manage project information. The primary benefits are more efficient document management and retrieval, email management, and construction contract administration. During construction, Newforma is used for electronically transmitting shop drawings and other submittals and RFIs. Submittal and RFI logs are automatically created and all project information is easily transmitted and stored electronically with easy access by the owner, architect/engineer, and contractor.

Bluebeam: Lastly, H2M utilizes BlueBeam Revu for enhanced review and collaboration. We create a Bluebeam Studio on our projects which provides an opportunity for all parties to work within the same document, comment, QA/QC, and address all questions/concerns. We find this software to be one of the best collaboration tools in our repertoire.

TAB 5



► History & Past Performance

History & Past Performance

H2M is highly accustomed to serving clients on continuing, on-call contracts. We believe an advantage we provide for clients is, with our wide in-house capabilities, the ability to be flexible and responsive to the needs of a specific task when unanticipated conditions arise, which often happens. The firm has many clients that maintain multiple facilities and campuses and they continue to rely on us to recommend repairs and maintenance for their facilities to keep them operating efficiently and effectively. They also rely on us to assist with program development, investigate design options, and execute scenarios for the alteration of their facilities to be able to meet their current needs and future challenges as their needs change over time. Clients we have held continuing contracts with, include, but are not limited to the following:

- Brooklyn Navy Yard Development Corporation
- Camden Redevelopment Authority
- Casino Redevelopment Authority
- City of Hoboken Housing Authority
- City of West Palm Beach
- City University Construction Fund
- CT Department of Administrative Services
- Consolidated Edison
- Dormitory Authority of the State of New York
- Housing Authority of Bergen County
- Hudson River Park Trust
- Jersey City Redevelopment Authority
- Massapequa Fire District
- Middlesex County Improvement Authority
- National Grid
- NJ Department of Environmental Protection
- NJ Department of Transportation
- NJ Turnpike Authority
- NYC Department of Citywide Administrative Services
- NYC Health and Hospitals Corporation
- NYC Housing Authority
- NYC School Construction Authority
- NYS Office of General Services
- NYS Office of Parks, Recreation, and Historic Preservation
- NYS Office of People with Developmental Disabilities
- Newark Housing Authority
- Port Authority of New York and New Jersey
- PSEG
- State University Construction Fund
- The Trust for Governors Island
- Town of Hempstead Housing Authority
- United States Postal Service
- Westchester County Department of Public Works

► United States Postal Service

(475 L'Enfant Plaza SW, Washington, DC)

Since 1994, H2M has performed services under five-year indefinite delivery contracts with the United States Postal Services (USPS) to provide A/E services at various USPS

facilities. Due to the success of this contract, H2M was awarded a sixth five-year Indefinite Delivery Contract 2018 to 2020 with four two year renewal options to 2028. Work with USPS remains ongoing; it is H2M's goal to complete each project on time and within budget.

► Massapequa Fire District

(1 Brooklyn Avenue, Massapequa, NY)

For 30+ years, H2M has provided as-needed A/E services to the Massapequa Fire District. As a result of our long-term relationship, the District has trusted H2M with some of its largest projects. Work has ranged from new stations and major renovations to minor improvement projects. Work with the Massapequa Fire District remains ongoing; it is H2M's goal to complete each project on time and within budget.

► Dormitory Authority of the State of New York

(515 Broadway, Albany, NY)

H2M has held continuing A/E term contracts with the Dormitory Authority of the State of New York (DASNY) for more than 25 years. DASNY is one of the largest financiers and builders of social infrastructure facilities in the United States. Projects include administrative buildings, schools, psychiatric facilities, addiction treatment centers, and more. Work with DASNY remains ongoing; it is H2M's goal to complete each project on time and within budget.

► Westchester County Department of Public Works & Transportation

(148 Martine Avenue, White Plains, NY)

H2M is in a three-year contract with the Westchester County Department of Public Works and Transportation for the provision of on-call A/E services. This contract has produced opportunities for a wide array of work at the Westchester County Center, Ward Pound Ridge Fire Tower, Blue Mountain Sportsman Center, Mamaroneck Water Resource Recovery Facility, CompostED Facility, and Yonkers Material Recovery Facility. Work with the County remains ongoing; it is H2M's goal to complete each project on time and within budget.

► The Trust for Governors Island

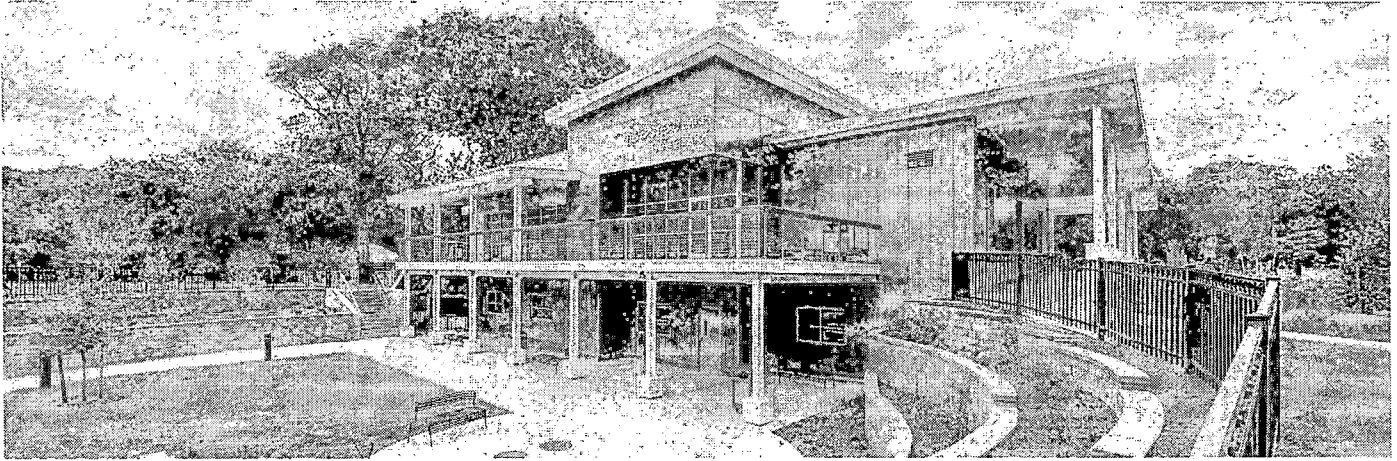
(10 South Street, Slip 7, New York, NY)

Governors Island is a 172-acre, car-free, public destination that includes a 43-acre park, dozens of unique historic buildings, educational facilities, and an arts and culture program. There is also a 22-acre National Monument managed by the National Park Service. As part of the Island's plan to maintain, restore, and upgrade the existing buildings and infrastructure, H2M provides on-call assessments, commissioning and retro-commissioning, indoor air quality testing, code compliance, and consulting/expediting. Work with the Trust remains ongoing; it is H2M's goal to complete each project on time and within budget.

TAB 6



► References



References

H2M has a strong reputation of providing quality service. We encourage you to contact H2M's clients to verify our successful track record.

► Town of Davie, FL

Contact: Keith Pursell, Project Manager, Capital Projects, Town of Davie; 8800 SW 36th Street, Davie, FL 33328; (954) 797-1191; keith_pursell@davie-fl.gov

Description of Work & Status: H2M is currently designing an emergency generator for the Town of Davie Police Department.

► City of West Palm Beach, FL

Contact: Keith Darrel Graziani, P.E., R.S., Public Utilities Dept Assistant Director, City of West Palm Beach; 401 Clematis Street, West Palm Beach, FL 33401; (561) 822-2275; djgraziani@wpb.org

Description of Work & Status: H2M is providing as-needed professional services under a Surface Water Treatment Term Contract with the City of West Palm Beach.

► Massapequa Fire District, NY

Contact: Thomas Fitzsimmons, Superintendent, Massapequa Fire District; 1 Brooklyn Avenue, Massapequa, NY 11758; (516) 798-9849; fitzsimmons-t@massfd.org

Description of Work & Status: H2M has been proud to work with the Massapequa Fire District for more than 30 years. We have worked on numerous projects with the District, ranging from new stations to small renovations. The firm is currently working with the District.

► City of Norwalk, CT

Contact: Denis McCarthy, Past Fire Chief, City of Norwalk (Current Chief in Fairfield, CT); 121 Connecticut Avenue, Norwalk, CT 06851; (203) 524-4173; dmccarthy@fairfieldct.org

Description of Work & Status: H2M designed the City of Norwalk's Fire Headquarters, which was constructed in 2013.

► Princeton First Aid & Rescue Squad, NJ

Contact: Mark Freda, President, Princeton First Aid & Rescue Squad and Mayor of Princeton; 2 Mount Lucas Road, Princeton, NJ 08540; (609) 924-3335; info@pfars.org

Description of Work & Status: H2M designed a new rescue station for the Princeton First Aid & Rescue Squad of Princeton, NJ. Construction concluded in 2020.

► Castle Lanterra

Contact: Daniel Morris, Vice President of Acquisitions & Development, Castle Lanterra; 1 Executive Blvd, Suffern, NY 10901; (813) 494-6076

Description of Work & Status: H2M is working with Castle Lanterra on the expansion of the Vue at Belleair, existing 339-unit, two-building development. Castle Lanterra Properties sought to expand its existing 339-unit, multi-family housing development off Old Tampa Bay, Clearwater, FL.

TAB 7



► Minority/Women (M/WBE) Participation

Minority/Women (M/WBE) Participation

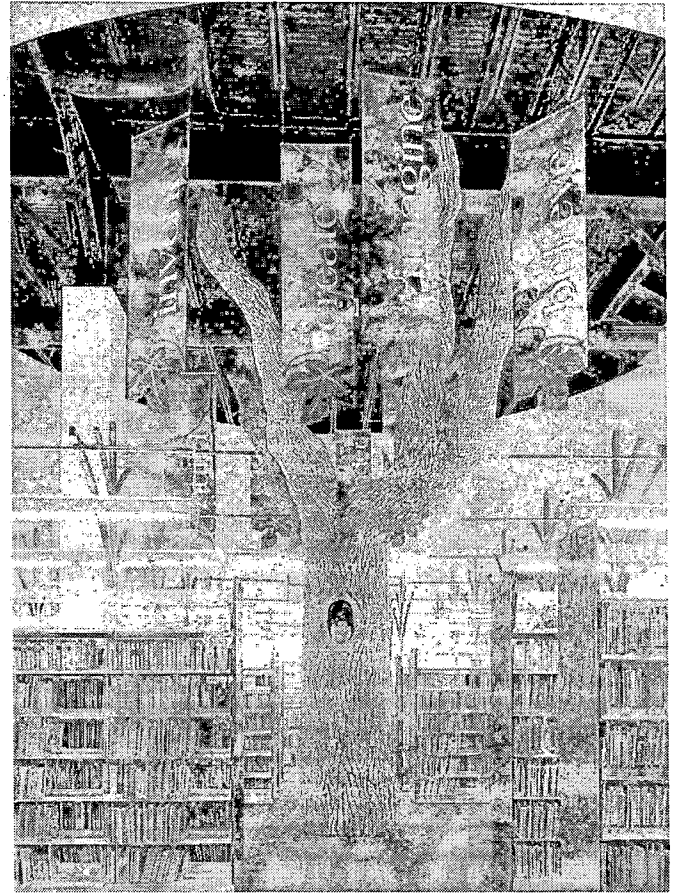
H2M is not a certified minority business enterprise.

We understand the importance of meaningful Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) participation on our projects and make every effort to integrate them into our project teams with assigned key roles. H2M maintains its own database of over 100 subconsultants and subcontractors with M/WBE and other certifications who have previously worked with, or are qualified to work with, H2M and our clients. This directory is regularly updated through use of the MyFloridaMarketPlace (MFMP) Directory and other M/WBE directories, along with participation in networking events designed to connect certified and prime firms. Additionally, any certified firms who may be interested in doing business with H2M are invited to connect with us via our website, where we can begin the process of vetting a firm's qualifications and connecting them with appropriate members of our project management team.

To comply with M/WBE procurement goals under Florida Statutes 287.09451, the H2M team includes multiple M/WBE-certified firms, to be utilized as-needed, including:

- CES Consultants, Inc. (MBE) - Site/Civil Engineering and Permitting
- Longitude Surveyors, LLC (MBE) - Land Surveying
- TSFGEO (MBE) - Geotechnical Engineering

H2M is currently working with the above-listed subconsultants for our City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88 project.



TAB 8



► Subconsultants

Subconsultants

H2M's specialty subconsultants for this contract include:

- CES Consultants, Inc. (MBE) - Site/Civil Engineering and Permitting
- Longitude Surveyors, LLC (MBE) - Land Surveying
- Trophy Point, LLC - Cost Estimating
- TSFGeo (MBE) - Geotechnical Engineering

Highlights of our subconsultants' qualifications are provided below.

► CES Consultants, Inc. (MBE)

880 SW 145th Ave, Suite 106, Pembroke Pines, FL 33027
Contact: Rachel Sak, (305) 479-6596, rsak@cesconsult.com

CES Consultants is a minority-owned, full-service engineering firm founded in 2001. The firm is headquartered in Broward County (Pembroke Pines), with additional offices in Miami, West Palm Beach, Tampa, Jacksonville, and Orlando. They deliver incomparable services using cutting-edge innovation while building lasting relationships with municipal, governmental, and private sector clients throughout Florida. Their diverse client base includes state agencies, counties, cities, water management districts, utilities, the Seminole Tribe, school districts, and private clients. CES is currently serving as a civil subconsultant to H2M for the City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88 and Town of Davie Diesel Generator Replacement.

► Longitude Surveyors, LLC (MBE)

7700 North Kendall Drive, Suite 705, Miami, FL 33156
Contact: Eduardo Suarez, PSM, (305) 463-0912, esuarez@longitudefl.com

Longitude Surveyors, LLC, has been serving South Florida since 2004. The firm's services include a wide range of land surveys, construction surveys and support, 3-D laser scanning and building information modeling, subsurface utility engineering. Longitude is currently serving as a land surveying subconsultant to H2M for the City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88 and Town of Davie Diesel Generator Replacement.

► Trophy Point, LLC

4588 South Park Ave, Blasdell, NY 14219
Contact: Richard Chudzik, (716) 823-0006, rchudzik@trophypoint.com

Trophy Point, LLC provides construction cost estimating, owner's representative, construction management, and construction consulting services. For decades, Trophy Point has provided construction cost estimating services, where required, in the pre-construction, construction, and post-construction phases of a project. In 2018, Trophy Point merged with Baer & Associates, a nationally-recognized cost consulting firm known for its estimating accuracy and thoroughness. The combination of Trophy Point's mission first approach with Baer & Associates' experienced staff and history enabled the organization to integrate best practices of both teams in a manner that resulted in tremendous synergistic benefits to the industry. Trophy Point has worked with H2M on cost estimates for multiple fire station projects.

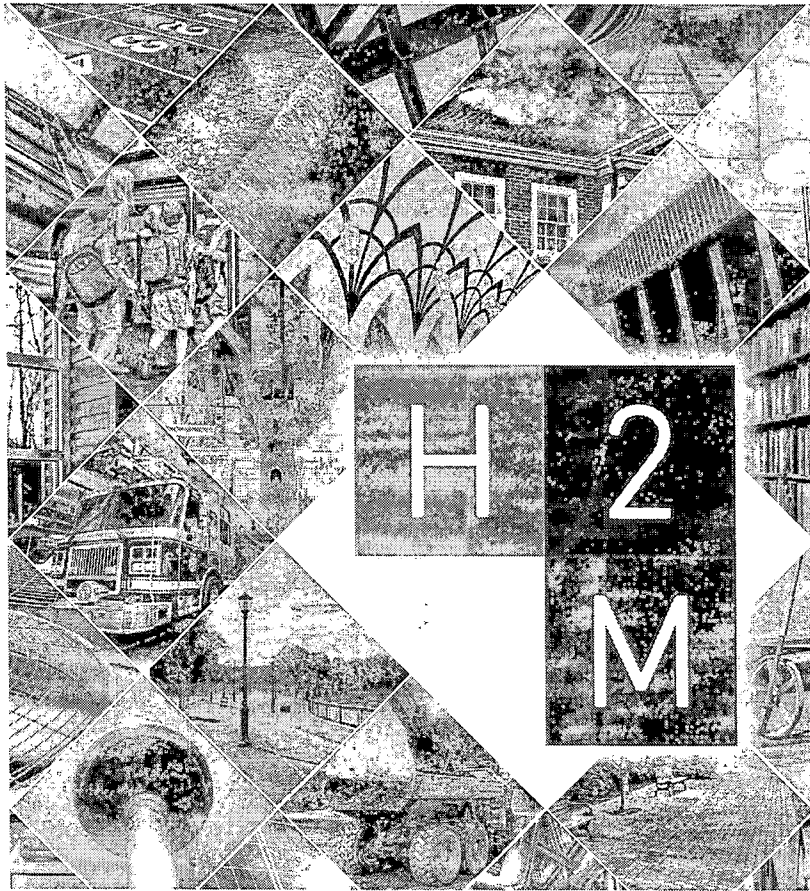
► TSFGeo (MBE)

2765 Vista Parkway, Ste 10, West Palm Beach, FL 33411
Contact: Bonni Funt, (561) 687-8536, bfunt@tsfgeo.com

Tierra South Florida, Inc d/b/a TSFGeo, is a full-service consulting geotechnical engineering, construction materials testing, and inspections firm. Since 2000, their professional team has been committed to providing quality, responsive service while establishing a reputation for adhering to the highest ethical, technical and business standards. With headquarters in West Palm Beach and offices in Miami, Tampa, and Orlando, they own and maintain state-of-the art laboratories certified by Construction Materials Engineering Council (CMEC) for soil, concrete, and aggregate testing. Additionally, the firm's WPB laboratory is validated by the Florida Department of Transportation (FDOT) and United States Army Corps of Engineers (USACE). TSFGeo is currently serving as a geotechnical subconsultant to H2M for the City of Fort Lauderdale Design Criteria Packages for Fire Stations 13 and 88 and Town of Davie Diesel Generator Replacement.

architecture mep civil + site engineering
construction environmental services
structural engineering interior design
sustainable design corrosion consulting
water resources engineering mapping

interior
design
mep civil
gis water
mapping
services
corrosion
planning



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Exhibit 6

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RFQ Event No. 456 Architectural Continuing Services Contract

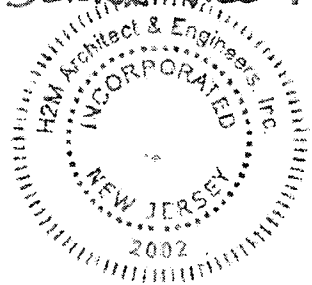
Prime Consultant: H2M Architects & Engineers, Inc.

Labor Category Classification Title	UOM	Final Rates
Administrative Support Professional	Per Hour	\$ 70.00
Senior Architect	Per Hour	\$ 190.00
Senior Project Architect	Per Hour	\$ 160.00
Project Architect	Per Hour	\$ 145.00
Project Designer (Architecture)	Per Hour	\$ 135.00
Staff Designer (Architecture)	Per Hour	\$ 115.00
Student Intern	Per Hour	\$ 55.00
Studio Director (Architecture)	Per Hour	\$ 235.00
BIM/CAD Specialist	Per Hour	\$ 110.00
Senior Engineer	Per Hour	\$ 195.00
Senior Project Engineer	Per Hour	\$ 175.00
Project Engineer	Per Hour	\$ 140.00
Staff Engineer	Per Hour	\$ 120.00
Department Manager-Engineering	Per Hour	\$ 235.00
Senior Engineer	Per Hour	\$ 195.00
Senior Project Engineer	Per Hour	\$ 170.00
Project Engineer	Per Hour	\$ 140.00
Staff Engineer	Per Hour	\$ 120.00
Department Manager-Engineering	Per Hour	\$ 235.00
Project Manager/ Program Manager	Per Hour	\$ 175.00
Assistant Project Manager	Per Hour	\$ 120.00
Senior Executive (Principal)	Per Hour	\$ 245.00

Sub-Consultant: CES Consultants, Inc. (MBE) [Civil Engineering]


Labor Category Classification Title	UOM	Final Rates
Administrative Assistant	Per Hour	\$ 60.00
Clerical	Per Hour	\$ 55.00
Drafter/GIS/CADD Technician	Per Hour	\$ 105.00
Engineer	Per Hour	\$ 145.00
Junior Engineer	Per Hour	\$ 125.00
Principal (P.E. - FL Registered)	Per Hour	\$ 220.00
Project Manager & Engineer (PE)	Per Hour	\$ 205.00
Senior Project Manager & Engineer (PE)	Per Hour	\$ 215.00

David J. Pacheco
DAVID J. PACHECO
 SENIOR VICE-PRESIDENT



Sub-Consultant: Trophy Point, LLC [Cost Estimating Services]

Labor Category Classification Title	UOM	Final Rates
Construction Inspector - Level 1	Per Hour	\$ 70.00
Construction Inspector - Level 2	Per Hour	\$ 80.00
Construction Inspector - Level 2 / Field Coordinator	Per Hour	\$ 80.00
Construction Inspector - Level 3	Per Hour	\$ 90.00
Director / General Construction Estimator - Level 3	Per Hour	\$ 150.00
Electrical Estimator - Level 1	Per Hour	\$ 85.00
Electrical Estimator - Level 2	Per Hour	\$ 98.00
Executive Vice President / Principal	Per Hour	\$ 205.00
General Construction Estimator - Level 1	Per Hour	\$ 100.00
General Construction Estimator - Level 2	Per Hour	\$ 105.00
Marketing Manager / Estimating Administrator	Per Hour	\$ 80.00
Mechanical Estimator - Level 1	Per Hour	\$ 90.00
Mechanical Estimator - Level 2	Per Hour	\$ 100.00
Project Engineer	Per Hour	\$ 90.00
Sr. Director / Mechanical Estimator - Level 3	Per Hour	\$ 170.00
Sr. Director / Sr. Electrical Estimator	Per Hour	\$ 170.00
Sr. Vice President / Principal	Per Hour	\$ 280.00
Vice President / General Manager	Per Hour	\$ 205.00
Vice President/Chief Estimator	Per Hour	\$ 198.00


 DAVID S. PACHECO
 SENIOR VICE-PRESIDENT

Sub-Consultant: Longitude Surveyors, LLC (MBE)

Labor Category Classification Title	UOM	Final Rates
Chief Utility Coordinator	Per Hour	\$ 135.00
Designating Services - 2 Men Crew - per hour	Per Hour	\$ 235.00
Designating Services - 3 Men Crew - per hour	Per Hour	\$ 325.00
Ground Penetrating Radar - 2 Men Crew	Per Hour	\$ 262.00
Ground Penetrating Radar - 3 Men Crew	Per Hour	\$ 287.00
MOT Plans (Per Scope Services)	Per Hour	\$ 190.00
Principal-in-Charge	Per Hour	\$ 190.00
Project Manager	Per Hour	\$ 140.00
Project Surveyor & Mapper	Per Hour	\$ 100.00
Senior Utility Coordinator	Per Hour	\$ 100.00
SUE CAD Manager	Per Hour	\$ 110.00
SUE Clerical	Per Hour	\$ 55.00
Survey & Mapping Computer Technician	Per Hour	\$ 90.00
Survey Crew (Party of Four) Convectional, GPS & HD Scan	Per Hour	\$ 260.00
Survey Crew (Party of Four) Conventional	Per Hour	\$ 200.00
Survey Crew (Party of Four) Conventional & GPS	Per Hour	\$ 235.00
Survey Crew (Party of Three) Conventional	Per Hour	\$ 160.00
Survey Crew (Party of Three) Conventional & GPS	Per Hour	\$ 200.00
Survey Crew (Party of Three) Conventional, GPS, & HD Scan	Per Hour	\$ 235.00
Survey Crew (Party of Two) Conventional	Per Hour	\$ 140.00
Survey Crew (Party of Two) Conventional & GPS	Per Hour	\$ 180.00
Survey Crew (Party of Two) Conventional, GPS & HD Scan	Per Hour	\$ 205.00
Survey Crew Chief	Per Hour	\$ 64.00
Survey Crew Instrument Person / RTK Rover Data Collection Person	Per Hour	\$ 50.00
Survey Crew Rod Person / GIS Data Collection Person	Per Hour	\$ 35.00
Survey Field Crew Coordinator/ Supervisor	Per Hour	\$ 85.00
Test Holes: Hard Surface - Non-Travel Lane, per Test Hole	Per Test Hole	\$ 300.00
Test Holes: Hard Surface - Travel Lane, per Test Hole	Per Test Hole	\$ 360.00
Test Holes: Soft Surface - Non-Pavement per Test Hole	Per Test Hole	\$ 285.00
USL (Utility Service Location) - 1 man crew	Per Hour	\$ 75.00
Vac Truck (Test Holes) - 2 Men Crew	Per Hour	\$ 145.00
Vac Truck (Test Holes) - 3 Men Crew	Per Hour	\$ 235.00

Sub-Consultant: TSF Geo (MBE) [Geotechnical Engineering]

Labor Category Classification Title	UOM	Final Rates
Draftsman	Per Hour	\$ 110.00
Principal Engineer (PE)	Per Hour	\$ 235.00
Project Engineer	Per Hour	\$ 155.00
Senior Engineer (PE)	Per Hour	\$ 220.00
Staff Engineer	Per Hour	\$ 110.00
Technician	Per Hour	\$ 70.00


 DAVID J. PACHECO
 SENIOR VICE-PRESIDENT

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) H2M Architects & Engineers, Inc. EIN (Optional): 20-0809570

Address: 951 Yamato Road, Suite 202

City: Boca Raton State: FL Zip: 33431

Telephone No.: 866-970-6535 FAX No.: 631-694-4122 Email: dpacheco@h2m.com

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

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>
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_____	_____	_____	_____	_____	_____	_____	_____

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:

Joseph M. Mottola, AIA
Name (printed)

5/5/25
Date


Signature

Chief Operating Officer, Executive Vice President
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.

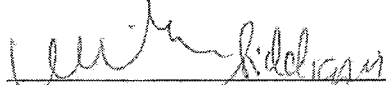
Name: Joseph M. Mottola, AIA Title: Chief Operating Officer, Executive Vice President Entity: H2M Architects & Engineers, Inc.

Signature:  Date: 5/5/25

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF New York
COUNTY OF Suffolk

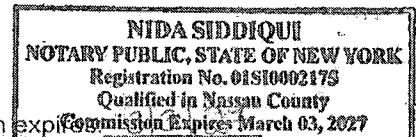
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5th day of May 2025, by Joseph M. Mottola, AIA, as COO, Executive Vice President for H2M Architects & Engineers, Inc., who is personally known to me or who has produced Personally known to me as identification.

Notary Public Signature: 

(Notary Seal)

Print Name: Nida Siddiqui

My commission expires



All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided. Refer to Section 2.8 Minimum Qualifications.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PROPOSERS NAME: H2M architects + engineers

SPECIFIC EXPERIENCE NO.1

Name of firm to be contacted: Massapequa Fire District

Address: 1 Brooklyn Avenue, Massapequa, NY 11758

Contact Person: Thomas Fitzsimmons, Superintendent

Phone No: (516) 798-9849

Contact E-Mail Address: fitzsimmons-t@massfd.org

Project Performance Period: 1990s to Present
Dates should be in mm/yy format

Project Name : Various projects

Location of Project: Massapequa, NY

Description of the overall scope:

H2M has been proud to work with the Massapequa Fire District for more than 30 years. We have worked on numerous projects with the District, ranging from new stations to small renovations. The firm is currently working with the District.

Description of work that was self-performed by proposer:

Full-service architecture and engineering

Original Project Budget: Multiple projects Project Final Cost: Multiple projects

SPECIFIC EXPERIENCE NO.2

Address: City of Norwalk, 121 Connecticut Avenue, Norwalk, CT 06851

Contact Person: Denis McCarthy, Past Fire Chief (Current Chief in Fairfield, CT)

Phone No: (203) 524-4173

Contact E-Mail Address: dmccarthy@fairfieldct.org

Project Performance Period: 2008 to 2013
Dates should be in mm/yy format

Project Name : New Fire Headquarters

Location of Project: Norwalk, CT

Description of the overall scope:
H2M designed the City of Norwalk's Fire Headquarters, which was constructed in 2013.

Description of work that was self-performed by Proposer:
Architectural services

Original Project Budget: \$13.5 million Project Final Cost: \$13.5 million

SPECIFIC EXPERIENCE NO.3

Address: Princeton First Aid and Rescue Squad, 2 Mount Lucas Road, Princeton, NJ 08540

Contact Person: Mark Freda, President

Phone No: (609) 924-3335

Contact E-Mail Address: info@pfars.org

Project Performance Period: 2010 to 2020
Dates should be in mm/yy format

Project Name : New Rescue Squad

Location of Project: Princeton, NJ

Description of the overall scope:

H2M designed a new rescue station for the Princeton First Aid & Rescue Squad of Princeton, NJ.
Construction concluded in 2020.

Description of work that was self-performed by Proposer:

Architectural services

Original Project Budget: Budget confidential Project Final Cost: Budget confidential



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 H2M prefers payment via check but does not have a preference on credit card companies.
 Visa

H2M Architects & Engineers, Inc.

Company Name

Joseph M. Mottola, AIA

Name (Printed)

Signature

Chief Operating Officer, Executive Vice President

Title

5/5/25

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: RFQ/Event No. 456

Project Description:

Architectural Continuing Services Contract

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: H2M Architects & Engineers, Inc.

Authorized Company Person's Signature: Joseph M. Mottola, AIA 

Authorized Company Person's Title: Chief Operating Officer, Executive Vice President

Date: 5/5/25



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>
N/A	N/A
_____	_____
_____	_____
_____	_____

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
Joseph M. Mottola, AIA

 Name (Printed)

Chief Operating Officer, Executive Vice President

 Title
5/5/25

 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.

Joseph M. Mottola, AIA, Chief Operating Officer, Executive Vice President

Authorized Signature

Print Name and Title

5/5/25

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: H2M Architects & Engineers, Inc.

AUTHORIZED COMPANY PERSON: Joseph M. Mottola, AIA [Signature] 5/5/25
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.

H2M Architects & Engineers, Inc.

Business Name

BIDDER'S COMPANY: H2M Architects & Engineers, Inc.

AUTHORIZED COMPANY PERSON: Joseph M. Mottola, AIA  5/5/25
PRINT NAME SIGNATURE DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C No, Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED H2M Architects + Engineers 538 Broad Hollow Road, 4th Floor East Melville, NY 11747	H2MARCH	INSURER A: Hartford Underwriters Insurance Company INSURER B: Sentinel Insurance Company, Ltd. INSURER C: Hartford Casualty Insurance Company INSURER D: Property & Casualty Ins Co of Hartford INSURER E: MSIG Specialty Insurance USA Inc. INSURER F:	NAIC # 30104 11000 29424 34690 34886

COVERAGES

CERTIFICATE NUMBER: 754461931

REVISION NUMBER: 24-25

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> LOC OTHER:			20UUGAU9233	1/1/2025	1/1/2026	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGAU7896	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20XHGYH2145	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WBGAT3285	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			MSTAEC00032	1/1/2025	1/1/2026	Per Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 18, 2020

JOSEPH M MOTTOLA
538 BROAD HOLLOW ROAD 4TH FLOOR E
MELVILLE, NY 11747 US

Having fulfilled the requirements of section 607.1503 or 617.1503, Florida Statutes, on August 4, 2020, this Certificate of Authority is hereby issued to H2M ARCHITECTS & ENGINEERS, INC., a New Jersey corporation, in accordance with said statute and assigned document number F20000003599. Please refer to this number whenever corresponding with this office.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the corporate address changes.

Should you have any questions regarding this matter, please contact this office at (850) 245-6051.

Sharon D Franklin
Regulatory Specialist II
Registration Section
Division of Corporations

Letter Number: 620A00015733

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



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Detail by Entity Name

Foreign Profit Corporation

H2M ARCHITECTS & ENGINEERS, INC.

Filing Information

Document Number F20000003599
FEI/EIN Number 20-0809570
Date Filed 08/04/2020
State NJ
Status ACTIVE

Principal Address

119 CHERRY HILL ROAD STE 110
PARSIPPANY, NJ 07054

Mailing Address

538 BROAD HOLLOW ROAD 4TH FLOOR E
MELVILLE, NY 11747

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title PCEO, CHAIRMAN

HUMANN, RICHARD
538 BROAD HOLLOW ROAD 4TH FL E
MELVILLE, NY 11747

Title EVP, COO SEC

MOTTOLA, JOSEPH M
538 BROAD HOLLOW ROAD 4TH FL E
MELVILLE, NY 11747

Title CFO, TREASURER, & VICE PRESIDENT

PIZZARDI, JAMIE E
 538 BROAD HOLLOW ROAD 4TH FLOOR E
 MELVILLE, NY 11747

Title SENIOR VP

KEFFER, MICHAEL W
 538 BROAD HOLLOW ROAD 4TH FL E
 MELVILLE, NY 11747

Title Sr VP, Director

MARTELLO, CHARLES A
 119 CHERRY HILL ROAD STE 110
 PARSIPPANY, NJ 11747

Title SR VICE PRESIDENT, DIRECTOR

MANZELLA, JOSEPH
 538 BROAD HOLLOW ROAD 4TH FLOOR E
 MELVILLE, NY 11747

Title SR VP, DIRECTOR

PACHECO, DAVID J
 433 RIVER STREET
 SUITE 8002
 TROY, NY 12180

Annual Reports

Report Year	Filed Date
2022	04/27/2022
2023	04/18/2023
2024	04/03/2024

Document Images

04/03/2024 -- ANNUAL REPORT	View image in PDF format
04/18/2023 -- ANNUAL REPORT	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
08/04/2020 -- Foreign Profit	View image in PDF format

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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- AB&T Delinquent Invoice & Activity List Search

Licensee

Name: **MOTTOLA, JOSEPH M** License Number: **AR102596**
 Rank: **Architect** License Expiration Date: **02/28/2027**
 Primary Status: **Current** Original License Date: **01/31/2023**
 Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	H2M ARCHITECTS & ENGINEERS INC	Responsible Supervisor	03/06/2023	Architect Business Information	
	Current	H2M ARCHITECTS & ENGINEERS INC	Qualifying Architect	03/06/2023	Architect Business Information	



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License Number

Expiration Date

From To Search

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

Licensee

Name: **H2M ARCHITECTS & ENGINEERS, INC.** License Number: **35172**

Rank: **Registry** License Expiration Date:

Primary Status: **Current** Original License Date: **06/04/2021**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
89461	Current, Active	HUMANN, RICHARD WILLIAM	Registry		Professional Engineer	02/28/2027



Return to License Details

Related License Search

License Type

First Name Last Name

License Number

Expiration Date

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Geotechnical Testing Rates

Labor Category Classification Title	UOM	Final Rates
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig		
0 - 50 Foot Depth Interval	Per Foot	\$ 13.50
Grout Boreholes	Per Foot	\$ 6.50
Track/Mud Bug 0-50 Ft	Per Foot	\$ 19.00
Permeability/Percolations Tests -- Field (SFWMD Usual Open Hole Method)	EACH	\$ 450.00
SOIL TESTING		
Field Density/Test (five [5] minimum)	EACH TEST	\$ 35.00
Standard Proctors	EACH TEST	\$ 130.00
Modified Proctors	EACH TEST	\$ 130.00
Limerock Bearing Ratio Test	EACH TEST	\$ 325.00
Atterberg Limit Test	EACH TEST	\$ 82.50
SAMPLING & TESTING OF FRESH CONCRETE		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory	SET OF 4	\$ 75.00
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	hour	\$ 65.00
CONCRETE & MASONARY MATERIALS		
Concrete Compression test (Min. four [4] cylinders per trip)	SET OF 4	\$ 155.00
- Prepare cylinders & slump test on site, and deliver to lab		
Additional Concrete cylinders with slump	EACH	\$ 19.00
Concrete Compression test only [delivered to lab]	EACH	\$ 19.00
Slump test	EACH	\$ 19.00
Stand-by (Beyond 1 hour on site)	HOUR	\$ 75.00
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	SET OF 6	\$ 85.00
2" x 2" - Includes preparation of Cubes on site	SET OF 6	\$ 85.00
AGGREGATE TESTING		
Grain size determination:		\$ -
A. Full grain size (8 sieves)	EACH	\$ 78.00
B. Wash through (#200)	EACH	\$ 50.00
Sieve Analysis -- Course Aggregate	EACH	\$ 50.00
ASPHALT TESTING		
Asphalt Cores (obtaining core samples) (Min. 3)	SET OF 3	\$ 650.00
MISCELLANEOUS SERVICES		
Percolation test (open hole)	EACH	\$ 450.00
Exfiltration Test (SFWMD)	EACH	\$ 450.00
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	PER FOOT	\$ 48.00
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	PER FOOT	\$ 65.00
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)		
Truck - Mounted Rig	** Per Occurrence	\$ 500.00
Track - Mounted Rig	** Per Occurrence	\$ 1,250.00
FOUNDATION TESTING SERVICES		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	PER week	\$ 750.00
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	EACH	\$ 40.00
MONITOR WELL INSTALLATION & TESTING		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	PER FOOT	\$ 40.00
Well sampling *	PER HOUR	\$ 125.00

David J. Pacheco
DAVID J. PACHECO
 SENIOR VICE-PRESIDENT