Date: 1 / 21 / 2025

WV

CITY OF HOLLYWOOD, FLORIDA **Agreement / Contract Routing Form Only City Manager's Signature**

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside

signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Originating Dept: DCM Originating Dept. Contract Manager: Dana Nelson

Co./Vendor Name: PMA Consultants Co./Vendor Contact Person:

Francisco Cruz

Extension #: 3992

Email: Co./Vendor Contact Number: 305-Co./Vendor Contact

fcruzmoreno@pmaconsultants.com 203-2254

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: The Department of Design and Construction Management is requesting a 120-day extension for PMA Consultants, LLC, Professional Services Agreement for schedule update services, cost control services, additional procurement and purchasing support. The reason(s) for the extension is to maintain scheduling, cost and procurement support until PMA's new contract timeline is determined.

Approved by: Resolution/Ordinance/ Memo No: PR-25-068

BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE

Outside signatures obtained first:Dana Nelson	, date
Originating Director, print name:Jose Cortes	, date
(Director must also initial on contract by City Manager's signature)	
Submission to City Clerk Office, date	
Office of Human Resources, Tanya Bouloy, Risk Manager, date	<u>//2025</u>
Office of Procurement & Contract Compliance, Randy Stovall, Contract	
Office of Procurement & Contract Compliance, Otis Thomas, Director,	
Office of Budget & Performance Management, Jonathan Antista, Dire	ctor, date
Department of Financial Services, Stephanie Tinsley, Director, date _	ctor, date2/5/2025
Department of Financial Services, Stephanie Tinsley, Director, date	ctor, date
Department of Financial Services, Stephanie Tinsley, Director, date	2/5/2025 2/19/2025
Department of Financial Services, Stephanie Tinsley, Director, date	2/5/2025 2/19/2025
Department of Financial Services, Stephanie Tinsley, Director, date	2/5/2025 2/19/2025

Effective Date: 10/07/2024

Agreement/Contract Routing Form Continued

Funding in account number: 00		
Total amount authorized by leg Length of Term:	gislation: 252,455 /year, /c Start date: <u>Jan 1, 2025</u>	
Renewals, Y/N:		uthorized annually?
Authorization to enter into agreem ☐ City Commission ☑ City Manager	☐ Pro	ocurement Service ner:
Document Type: (check one) Agreement / Contract Lease Grant Consulting/Professional Servic Authorization to Proceed: Other:		tion of Executed Copies: City Clerk's Office Other: Other:
Procurement Method: (check one) Formal Solicitation (RFQ, RFP) Open Market (3 quotes/propos) Co-op Agreement Piggyback Agreement Other: PSA 120 Day Extension	, IFB, RLI): / # als)	
	by City Attorney's office. (At Reformance Bonds not re Department will be held resp	
Additional Notes:		

Effective Date: 10/07/2024







OFFICE OF PROCUREMENT CONTRACT COMPLIANCE

DATE: January 21, 2025 **FILE: PR-25-068**

TO: George R. Keller, Jr. CPPT

City Manager

VIA: Adam Reichbach

Assistant City Manager

VIA: Gus Zambrano

Assistant City Manager

THRU: Otis Thomas

Director, Procurement and Contract Compliance

FROM: Jose Cortes, Design and Construction Management

Director

SUBJECT: Recommendation to extend PMA Consultants, LLC, Professional Services

Agreement for schedule updates services, cost control services, additional procurement and purchasing support up to 120 days. The 120-day

extension will cover the period of January 1, 2025 – May 1, 2025.

ISSUE:

The Department of Design and Construction Management is requesting a 120-day extension for PMA Consultants, LLC, Professional Services Agreement for schedule update services, cost control services, additional procurement and purchasing support. The reason(s) for the extension is to maintain scheduling, cost and procurement support until PMA's new contract timeline is determined.

AUTHORITY:

§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS. (B) Extensions.

The City Manager or designee is authorized to extend for a maximum of 120 days, any contract entered into by the City pursuant to City Commission approval. Any further

extensions of such contract require City Commission approval, subject to all requirements of the Procurement Code.

Funding has been provided in the fiscal year 2025 budget for the Department of Design and Construction Management in Account Number 001.170101.51900.531300.000000.000.000.

RECOMMENDATION:

Approval to extend PMA Consultants, LLC Professional Services Agreement up to 120 days from January 1, 2025 – May 1, 2025 for continued schedule updates services, cost control services, additional procurement and purchasing support.

(— DocuSigned by:	
	George keller	2/18/2025
APPROVED BY:	George R. Keller, Jr. CPPT	Date:
	City Manager	

Attachments: Original Executed Amendment / PO

Resolution

Approved Certificate of Insurance

CITY OF HOLLYWOOD, FLORIDA Agreement / Contract Routing Form For Both City Manager and Mayor's Signatures

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. <u>Outside signatures must be obtained first before any City signatures are done in the majority of the situations</u>. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it <u>will</u> be returned to the Department/Office.

Date: 9 / 17 / 2024 Prepared by: <u>Dana Nelson</u>

Originating Dept: <u>DCM</u> Originating Dept. Contract Manager: William Verandas Co./Vendor Contact Person: Francisco Co./Vendor Name: PMA Consultants Email: Co./Vendor Contact Number: 305-203-Co./Vendor Contact fcruzmoreno@pmaconsultants.com 2254 Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: The Department of Design and Construction Management wishes to amend the agreement with PMA Consultants for cost control and schedule update services, which are needed in support of the Department's expertise and focus on managing the project schedules in the owner's best interests. This amendment results in benefits on every level from risk management and contract compliance, to budget and schedule controls. PMA Consultants, L.L.C. is currently working with the City and are providing excellent services for our staff in producing project schedules and assisting with project cost controls. Therefore, it is necessary to amend the agreement to retain their services. Approved by: Resolution/Ordinance/ Memo No: R-2024-262 BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE Outside signatures obtained first: ____Dana Nelson______, date _______, date Originating Director, print name: ______Jose Cortes______(Director must also initial on contract by City Manager's signature) -∞ <u>↑₦₺</u> Office of Human Resources, Tanya Bouloy, Risk Management Officer, date _____ _ Office of Human Resources, Tammie Hechler, Director, date 9/17/2024 Office of Procurement & Contract Compliance, Randy Stovall, Contract Compliance Admin, date $^{9/17/2024}$ KS 9/19/2024 Office of Procurement & Contract Compliance, Otis Thomas, Director, date 9/24/2024 Office of Budget & Performance Management, Jonathan Antista, Director, date Department of Financial Services, Stephanie Tinsley, Director, date 9/24/2024 © City Attorney, Douglas R. Gonzales, date _ Assistant City Manager for __Sustainable Development_____, date _____ City Manager, George R. Keller, Jr., CPPT, date ___9/25/2024 Mayor, Josh Levy, date ______9/25/2024 __ City Clerk, Patricia A. Cerny, date 9/26/2024

Distribution: Original to City Clerk; Copy to Procurement; Originals Returned to Preparer.

Effective Date: 04/23/2024

Extension #: 3992

Agreement/Contract Routing Form Continued

Funding in account number: 00	01.170101.51900.531300.00	0000.000.000
Total amount authorized by leg	islation: 252,455.00 /year,	/contract term
Length of Term: 91 Days	Start date: <u>Oct 1, 2024</u>	End date: Dec, 31 2024
Renewals, Y/N:	Do renewals need to be a	uthorized annually?
Authorization to enter into agreem ⊠ City Commission □ City Manager	Pro	ocurement Service ner:
Document Type: (check one) ☐ Agreement / Contract ☐ Lease ☐ Grant ☐ Consulting/Professional Servic ☐ Authorization to Proceed: ☐ Other:		tion of Executed Copies: City Clerk's Office Other: Other:
Procurement Method: (check one) Formal Solicitation (RFQ, RFP) Open Market (3 quotes/propos) Co-op Agreement Piggyback Agreement Other: PSA, Amendment	, IFB, RLI): / #	
Insurance reviewed and approdBonds reviewed and approved		
Additional Notes:		

Effective Date: 04/23/2024

RESOLUTION NO. R-2024-262

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONTRACT WITH PMA CONSULTANTS, LLC TO INCREASE THE CONTRACT AMOUNT FROM \$98,375.00 TO AN AMOUNT UP TO \$252,455.00, EXTEND THE CONTRACT TERM FROM SEPTEMBER 30, 2024 TO DECEMBER 31, 2024, AND FOR ADDITIONAL PROCUREMENT AND PURCHASING SUPPORT.

WHEREAS, on February 21, 2024, the City Commission passed and adopted Resolution No. R-2024-047, approving the Contract for Consulting/Professional Services with PMA Consultants, LLC ("PMA") in an amount up to \$98,375.00 for schedule update services for the period from February 21, 2024 to September 30, 2024 ("Contract"); and

WHEREAS, the Department of Design and Construction Management ("DCM") desires a First Amendment to the Contract to amend the contract amount from \$98,375.00 to an amount up to \$252,455.00, extend the contract term to December 31, 2024, and for additional services including procurement and purchasing support services that involve procuring and coordinating architectural and construction services for City projects ("Additional Services"); and

WHEREAS, Article 25 of the Procurement Code states that all contract amendments that the City Manager is not authorized to approve must be formally approved by the City Commission, which includes this desired contract amendment; and

WHEREAS, the Director of DCM recommends that the City Commission approve and authorize a First Amendment to the Contract with PMA to amend the contract amount from \$98,375.00 to an amount up to \$252,455.00, extend the contract term to December 31, 2024, and for Additional Services; and

WHEREAS, funding for the amendment to the Contract has been appropriated and exists in account number 001.170101.51900.531300.000000.000.000, and will be budgeted in subsequent fiscal years' operating budgets subject to approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

<u>Section 1</u>: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

That it approves and authorizes the execution, by the appropriate City Section 2: officials, of a First Amendment to the Contract with PMA to amend the contract amount from \$98,375.00 to an amount up to \$252,455.00, extend the contract term to December 31, 2024, and for Additional Services, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this <u>28</u> day of <u>August</u>

ATTES

PÁTRICIA A. CERNY,

CITY CLERK

APPROVED AS TO FORM:

DOUGLAS RIGONZALES

CITY ATTORNEY

FIRST AMENDMENT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF HOLLYWOOD AND PMA CONSULTANTS, LLC.

THIS FIRST AMENDMENT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES ("First Amendment") is made and entered into as of the ______ day of ______ 2024, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "CITY"), and PMA Consultants, LLC., a limited liability corporation authorized to do business in the State of Florida (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY and the CONSULTANT previously entered into a Contract for Consulting/Professional Services, dated January 11, 2024 ("Original Agreement"), to provide schedule update services for projects being managed by the Department of Design, Construction and Management ("DCM"); and

WHEREAS, the CITY and CONSULTANT agree to enter into this First Amendment to the Original Agreement to extend the termination date, under Article 2 of the Original Agreement, from September 30, 2024 to December 31, 2024; and

WHEREAS, the CITY and CONSULTANT agree to amend the scope of work to the Original Agreement to include the additional services as outlined in Exhibit "A" of this First Amendment ("Additional Services"); and

WHEREAS, the CITY agrees to increase the Original Agreement's contract price in an additional amount up to **two hundred fifty-two thousand four hundred fifty-five dollars** and zero cents (\$252,455.00) for the Additional Services.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this First Amendment.
- 2. That the CITY and CONSULTANT agree to amend the Original Agreement to extend the termination date, under Article 2 of the Original Agreement, from September 30, 2024 to December 31, 2024.
- 3. That the CITY and CONSULTANT agree to amend the scope of work to the Original Agreement to include the Additional Services as outlined in Exhibit "A" of this First Amendment.
- 4. That the CITY agrees to increase the Original Agreement's contract price by an additional amount up to two hundred fifty-two thousand four hundred fifty-five dollars and zero cents (\$252,455.00) for the Additional Services.
- 5. That except as amended herein, the CITY and CONSULTANT ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict and ambiguity.

IN WITNESS OF THE FOREGOING, the CITY and CONSULTANT have executed this First Amendment to the Original Agreement on the date first written above.

CITY OF HOLLYWOOD

By:

DS

Josh Levy, Mayor

DocuSigned by:

ATTEST:

Patricia a. Cerny

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM

Douglas R. Gonzales

City Attack

City Attorney

CONSULTANT: PMA CONSULTANTS, LLC.

EXHIBIT "A"

1.0 Summary

The City of Hollywood ("City") has requested PMA to provide professional work related to the procurement activities of the City, including purchasing and contract administration for the DCM. It is our understanding that the requested services will be contracted on or about May 20, 2024, and will continue until December 31, 2024.

2.0 PMA's Scope of Work

Our understanding is that PMA will function as staff extension to the City and work alongside the Design and Construction Management (DCM) staff. PMA's general tasks include participating in and supervising purchasing professionals involved in procuring and coordinating the procurement of architectural and engineering services, construction, technology, supplies, and professional services. PMA will prepare highly technical solicitation and contract documents containing complex specifications, including all related research and value analysis. PMA will prepare and analyze competitive sealed bids, competitive sealed proposals, requests for quotations and requests for qualifications, and other solicitation documents that result in contract types such as, Construction Manager at Risk, Construction Manager, Design Build, Desing-Bid-Build, General Contractor, ITB, Lump Sum, and Owners' Representative. PMA will also identify and notify potential bidders and sources, conduct pre-bid and pre-proposal conferences, coordinate and supervise activities of evaluation committees, and recommend on the most advantageous offer on RFP's and most qualified architects/engineers.

PMA will also engage in procurement planning with City's departments to routinely identify and provide high quality service to meet the City's delivery requirements on a timely basis. PMA will prepare and maintain accurate records and documentation on all solicitations, responses, purchases, contracts, correspondence and related follow-up. PMA will work alongside the City's Procurement department to ensure all work is completed and is commensurate with that expected from a competent consulting firm providing similar services, following the City's quality and procurement standards.

3.0 Resources

PMA Consultants proposes Mrs. Adriana Rodriguez as the resource who will perform the above scope based on previous experience working on DCM projects, availability, and the execution of the professional services agreement. Mrs. Rodriguez has the experience, industry knowledge, and recent work in the relevant market.

4.0 Professional Services Costs

PMA proposes to perform the above outlined scope of work but will require the City's written authorization for the said services. These services require full-time engagement onsite and assume that the services will be performed at the City's DCM office.

The proposed costs, excluding any travel expenses, are as follows:

Tasks	Description	Est. Hours	Est. Costs
2.1	Procurement and Purchasing Support		
	DCM Procurement and Purchasing	1,284	\$ \$154,080
Totals		1,284	\$ \$154,080

RESOLUTION NO. <u>R-2024-047</u>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PMA CONSULTANTS, L.L.C. FOR SCHEDULE UPDATE SERVICES IN AN AMOUNT UP TO \$98,375.00 IN ACCORDANCE WITH SECTION 38.41(C)(11)(i) OF THE PROCUREMENT CODE.

WHEREAS, the Department of Design and Construction Management ("DCM") desires to retain a firm to provide schedule update services, which require specific expertise and focus on managing the project schedules for City projects ("Services"); and

WHEREAS, the desired Services will result in benefits on every level from risk management, contract compliance, improved quality, budget and schedule controls; and

WHEREAS, DCM desires to obtain these Services from PMA Consultants, L.L.C., ("PMA") because they are currently working with the City and are providing excellent services for staff in producing project schedules and assisting with project cost controls, and have years of experience with particular skills and expertise in providing the requested Services; and

WHEREAS, Section 38.41(C)(11)(i) of the Procurement Code states that contracts for professional services involving peculiar skill, ability, experience or expertise are not subject to competitive procurement requirements; and

WHEREAS, the DCM Director recommends that the City Commission approve and authorize the execution of a Professional Services Agreement with PMA for the desired Services in an amount up to \$98,375.00; and

WHEREAS, the City is currently utilizing PMA for these services, and the amount being paid to PMA is expected to exceed \$100,000.00 for Fiscal Year 2024 and, therefore, City Commission approval is required for the payment of fees for the Services pursuant Section 38.38 of the Procurement Code; and

WHEREAS, funding for this service is available in account number 001.170101.51900.531300.000000.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

<u>Section 1</u>: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

<u>Section 2</u>: That it approves and authorizes the execution, by the appropriate City officials, of a Professional Services Agreement with PMA, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

<u>Section 3</u>: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this <u>al</u> day of *February*, 2024

JOSH/LEVY/MAYOR

ATTEST!

PATRICIA A. CERNY, MMC

CITY CLERK

APPROVED AS TO FORM:

DOUGLAS/R. GONZALES

CITY ATTORNEY

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _11 day ofJanuary, 2024, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City"), and PMA Consultants, L.L.C., a limited liability corporation authorized to do business in the State of Florida, whose principal office is located at 801 Brickell Avenue, 8 th Floor, Miami, FL, 33131, whose Federal I.D. number is38-3327768 ("Consultant").					
RECITALS:					
WHEREAS, onFebruary 21, 2024, the City Commission passed and adopted Resolution No. R-20240477 authorizing the appropriate City officials to execute this Contract with Consultant to assist the Department of Design, Construction and Management ("DCM") in providing schedule update services for projects being managed by DCM; and					
WHEREAS, the Consultant specializes in such services, has provided similar services to other government entities; and					
NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the City and the Consultant agree as follows:					
ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES					
The Consultant's responsibility under this Contract is to provide professional/consultation services to review and manage project schedules, as more specifically, set forth in the attached Exhibit "A".					
The Consultant's Representative shall be: Richard Johnson, PE, CVS Telephone No.: (321) 418-8187					
The City's Representative shall be: Jose Cortes, Director of Design & Const. Mgmt. Telephone No.: (954) 921-3462					
ARTICLE 2 – SCHEDULE/TERM					
The Consultant shall commence services upon receipt of the executed contract and shall complete all services bySeptember 30,2024.					
ARTICLE 3 - PAYMENTS TO CONSULTANT					

A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$98,375.00, as proposed by the Consultant and accepted by the City. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The Consultant will bill the City for services rendered based upon the number of projects and estimated hours as outlined in Exhibit "A". It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, City's obligation to pay Consultant but does not include a

limitation upon Consultant's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.

- B. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, Consultant will provide City with detailed periodic Status Reports on the project.
- C. <u>Final Invoice:</u> In order for both parties herein to close their books and records, the Consultant will clearly state <u>"final invoice"</u> on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service based on Consultant's 2024 rate schedule. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the Consultant upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

Consultant shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Consultant. The Consultant shall **not** be exempted

from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 24 Operating Budget for this Contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least 30 days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

Commercial General Liability 1.

> Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

Α. Single Limit Bodily Injury & Property Damage

> \$ 2,000,000.00 1. General Aggregate

> 2. Products-Comp/Op Aggregate \$ 1.000.000.00

3. Each Occurrence \$ 1,000,000.00 4. Personal & Adv. Injury \$ 1,000,000.00

5. Fire Damage \$ 50.000

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

2. **Professional Liability**

Professional Liability with minimum limits of \$1,000,000.00 for each claim/\$2,000,000.00 aggregate. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

Consultant shall notify the City Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

.3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

Α. Workers' Compensation \$500,000 B. Employer's Liability \$500,000

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the City its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to 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 Consultant in the performance of the services under this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that City's entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with City is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be

responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City, and if such amendment is in excess of \$50,000 it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Hollywood, Dept. of Design, Construction and Management

Attn: Jose Cortes P.O. Box 229045 Hollywood, FL. 33022

With A Copy to: City Attorney

2600 Hollywood Blvd., Rm. 407 Hollywood, Florida 33020

and if sent to the Consultant shall be mailed to:

PMA Consultants 801 Brickell Ave, 8th Floor Miami, FL 33131

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. O

Patricia A. Cerny, MMC, City Clerk

City of Hollywood, a municipal corporation of the State of Florida

DocuSigned by:

By: George R. Keller Jr., (1917

George R. Keller, Jr., City Manager

Approved by:

Stephanie Tinsley, Director of

Financial Services

APPROVED AS TO FORM:

Vouslas Gonzales

DocuSigned by:

Douglas R!º©%%Zales

City Attorney

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

AS T	TO CONSULTANT
ATTECT.	PMA Consultants, L,L,C.
ATTEST:	0.000
Corporato Socratori	By: Richard J. Johnson
Corporate Secretary	Signature // Title: Managing Director

EXHIBIT "A" SCOPE OF SERVICES

The Consultant shall provide services related to schedule updates for the City's General Obligation Bond Projects and other projects outside the GO Bond program.

The Basic Services that are to be performed are as set forth below.

1.0 Summary

The City of Hollywood ("City") has requested PMA to provide schedule updates for the General Obligation (GO) Bond projects and other projects outside the GO Bond program. It is our understanding that the requested services will be contracted on or about October 1, 2023 and will continue until September 30, 2024.

2.0 PMA's Scope of Work

Our understanding is that PMA will function as staff extension to the City and work alongside the Design and Construction Management (DCM) staff. PMA's general tasks include incorporating the schedule edits that will be provided by DCM project managers (PM), performing quality control based on defined key performance indicators, conducting a meeting with DCM PMs to validate the schedule updates, and performing a schedule validation within the dashboard. PMA will also prepare a report comparing the baseline with the latest schedule update. The schedule updates will be performed on 12 schedules where their update frequency in the P6 database is marked as monthly. These schedules are part of the work breakdown structures related to GOB, capital improvement plan, local agency program projects. PMA will provide the monthly updates by the 10th of each month under the premise that DCM will provide the schedule updates and edits by the 27th of each preceding month.

3.0 Resources

PMA Consultants proposes the following resources to perform the above outlined tasks on the Project based on previous experience working on DCM projects, their availability, and the execution of the professional services agreement: Mr. Stephen Daly, Mr. Jose Santiago, Mr. Dwayne Young, Mr. Daniel Posada, and Mr. Francisco Cruz. PMA may use more than one scheduler to expedite the schedule conversion process and provide support with the Project updates. Because of the proposed resources' experience, industry knowledge and recent work in the relevant market, PMA can ensure the best possible services for the Project as outlined herein.

4.0 Professional Services Costs

PMA proposes to perform the above outlined scope of work but will require the City's written authorization for the said services. These services are not anticipated to require full-time engagement onsite and assume that the services will be performed virtually. PMA staff schedulers may visit the DCM offices to perform the updates live with the PMs. Note that the schedule update tasks are sequential in nature to ensure the robustness and quality of outcome.

The proposed costs, excluding any travel expenses, are as follows:

2.1 Schedule Updates

Schedule Updates for 12 Projects 560 hours \$95,240 Allowance for Project Schedule Updates 20 hours \$3,135 Totals 580 hours \$98,375



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2024

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).

COVEDACES	CEDTIFICATE NUMBER: 2004702225	DEVICION NUM	MDED.
		INSURER F: ACE American Insurance Co	22667
		INSURER E: Vantage Risk Specialty Insurance Cor	mpany 16275
Ann Arbor MI 48104		INSURER D: Great Northern Insurance Co	20303
PMA Consultants, LLC 226 W. Liberty Street		INSURER C: Chubb Indemnity Insurance Co.	12777
INSURED	PMACONS-02	INSURER B: Travelers Prop Cas Co of Amer	25674
		INSURER A: Federal Insurance Company	20281
		INSURER(S) AFFORDING COVERAGE	NAIC#
Ann Arbor MI 48104		E-MAIL ADDRESS: Anna.Olinger@Hylant.com	
Hylant - Ann Arbor 201 Depot Street		PHONE (A/C, No. Ext): 614-932-1225	FAX (A/C, No):
PRODUCER		CONTACT NAME: Anna Olinger	

COVERAGES CERTIFICATE NUMBER: 2004793335 REVISION NUMBER

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

INSR LTR			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR			35841291	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						Deductible/SIR	\$0
D	AUT	OMOBILE LIABILITY			73589225	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	X	UMBRELLA LIAB X OCCUR			CUP-2S314154-24-NF	7/1/2024	7/1/2025	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ n							\$
С		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N			71722522	7/1/2024	7/1/2025	X PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE -	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESC	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
E F	Profe Cybe	essional/Pollution Liability er			P03CP0000060490 D94860994	7/1/2024 7/1/2023	7/1/2025 8/30/2024	Each Claim/Aggregate Each Claim/Aggregate	5,000,000 5,000,000
		4							

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

EPLI: Policy #652443267 Continental Casualty Company Limit of Liability \$1,000,000 Effective 07/01/2024 - 07/01/2025

Workers' Compensation - Longshore and Harbor Workers' Compensation Act Coverage

See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

c/o Office of Procurement Services 2600 Hollywood Blvd, Room 303

Hollywood FL 33020

City of Hollywood

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PMACONS-02

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hylant - Ann Arbor	NAMED INSURED PMA Consultants, LLC 226 W. Liberty Street	
POLICY NUMBER	Ann Arbor MI 48104	
CARRIER		
		EFFECTIVE DATE:

CARRIER	NAIC CODE					
		EFFECTIVE DATE:				
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,					
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	LIABILITY IN	SURANCE				
Valuable Papers Coverage, Limit: \$500,000 Effective 7/1/2024 Exp						
Professional/Pollution Liability SIR: \$100,000 Cyber Retention: \$50,000 Employment Practices Liability: Retention \$75,000 Additional Insured for General Liability, as required by written contract subject to the terms, conditions, and exclusions of the policy subject to the terms, conditions, and exclusions of the policy subject to the terms, conditions, and exclusions of the policy- City of Hollywood. Waiver of subrogation on General Liability and Automobile Liability, as required by written contract in favor of the Additional Insured. With regard to General Liability and Automobile Liability, a 30-day notice of cancellation will be provided to the Certificate Holder for any insurer initiated cancellation, 10 days will be provided in the event of non-payment of premium.						

ACORD 101 (2008/01)

From: Dana Nelson <DNELSON@hollywoodfl.org> Sent: Tuesday, August 27, 2024 11:03 AM

To: Certificate of insurance <COI@hollywoodfl.org>
Subject: RE: Active Contract with Expired COIs - Updates

Attached please find the revised PMA COI

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager Construction Management Support Services Manage City of Hollywood Department of Design & Construction Management Office: 954-921-3992 Cell: 754-925-6950 E-mail: <u>Dnelson@hollywoodfl.org</u>



From: Certificate of Insurance < COI@holly Sent: Friday, August 23, 2024 11:08 AM hollywoodfl.org>

To: Dana Nelson < NRELSON@hollwwoodfl.org>; Certificate of Insurance < COI@hollwwoodfl.org>
Subject: FW: Active Contract with Expired COIs - Updates

PMA – Not acceptable, Leon Technologies is listed as the additional insured (descriptions of operations box) MBR – Acceptable

From: Dana Nelson < DNELSON@hollywoodfl.org>
Sent: Wednesday, August 21, 2024 3:49 PM
To: Certificate of Insurance < COI@hollywoodfl.org>
Subject: FW: Active Contract with Expired COIs - Updates

Attached are renewals for PMA and MBR, please review for approval

Thanks.

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager City of Hollywood Department of Design & Construction Management Office: 954-972-8992 Celt: 734-95-6903 Fermit: <u>Date Institution of Management Office</u>: 954-956-903



From Loain retector

Sent: Wednesday, August 21, 2024 1:42 PM

To: Randy Stocial Strovall@HitOwoodFl.org; Rudy Damas Rody Damas Rody Damas <a href="RoamassandowodFl.org<">Rody DamassandowodFl.org; Rudy Damas <a href="RoamassandowodFl.org<">RoamassandowodFl.org; Rudy DamassandowodFl.org; Rudy Damassando

Cc: Jose Cortes <<u>ICORTES@hollywoodfl.org</u>>; Nicole Heran <<u>NHERAN@hollywoodfl.org</u>> Subject: RE: Active Contract with Expired COIs - Updates

Attached please find the updated COI's for PMA and MBR.

Thank you,

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager Construction Management Support Services Manage City of Hollywood Department of Design & Construction Management Office: 954-921-3992 Celt: 754-295-6950





From: Randy Stovall <8STOVALL@hollywoodfl.org>
Sent: Wednesday, August 21, 2024 10:53 AM

To: Kendra Parker <<u>KPARKER@hollywoodfl.org</u>>; Heather Guenot <<u>HGUENOT@hollywoodfl.org</u>>; Rudy Damas <<u>RDAMAS@hollywoodfl.org</u>>; Dana Nelson <<u>DNELSON@hollywoodfl.org</u>>; Luis Lopez <<u>lapez@hollywoodfl.org</u>>;

Cc: Jose Cortes <<u>ICORTES@hollywoodfl.org</u>>; Nicole Heran <<u>NHERAN@hollywoodfl.org</u>> Subject: Active Contract with Expired COIs - Updates

Can you please provide me an update on the active contracts with Expired COI's below? I just need an update on where you are with these agreements as of today and what actions have been taken to secure the revised COI for these agreements. If you can provide me these updates by this afternoon I would greatly appreciate it. Thanks.

					COIs Expired					
					Request New					
Vendor	Title	Status	Contract ID	Budget Amount	COI	Updates	Department	Project Contact	End Date	Start Date
	Engineering Consulting Services (ATP - 2 - Additional									
	Services for Construction Engineering, Inspections -			\$			Design and Construction			
AE Engineering Inc.	Avant Garde Safe Route Project)	Active	C-23-517	154,080.00	Y		Management	Luis Lopez	11/9/2024	11/10/2021
				\$			Design and Construction			
American Ramp Company	Engineering Design Services - Skate Park Construction	Active	C-23-566	650,000.00	Y		Management	Karyn Sashi	9/26/2024	8/29/2023
	Engineering Consulting Services - Neighborhood Sound						Design and Construction			

Craven, Thompson & Associates, Inc.	Wall-Privacy Wall Placement	Active	C-23-591	\$ 42,565.00	Υ	Management	Rudy Damas	11/9/2024	11/10/2021
	FDOT Pedestrian Street Lighting Stirling Road - ATP No.					Design and Construction			
Craven, Thompson & Associates, Inc.	1 and 2	Active	C-24-754	\$ 54,505.00	Υ	Management	Karyn Sashi	11/9/2024	11/10/202
	Professional Services Agreement (Engineering Services			\$		Design and Construction			
G.M. Selby, Inc	- Police Headquarters Radio Tower ATP 1 & 2)	Active	C-24-980	236,890.00	Υ	Management	nicole heran	4/9/2025	4/10/2022
	Professional Engineering Services (Complete Streets -			\$		Design and Construction			
HBC Engineering Company	Johnson Street Project HOLL-038)	Active	C-23-216	149,995.00	Υ	Management	Luis Lopez	3/27/2026	3/28/202
Jenkins & Charland, Inc dba TRC	Structural Engineering Consulting Services - ATP 1 - City					Design and Construction		· · ·	
Worldwide Engineering	Hall Library Feasibility Study	Active	C-23-504	\$ 17.600.00	Υ	Management	Elisa Iglesias	10/19/2024	10/19/2021
	Professional Engineering Services For Design Of The			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Design and Construction		,,	,,
Kimley Horn & Associates, Inc.	US441/SR7 Improvement Project (HOLL-036) ATP 1	Active	C-24-837	\$ 96,000.00	v	Management	Rudy Damas	3/3/2027	3/4/2024
tamey norm a resociates, me.	Environmental Engineering Consulting Services - ATP-1	ricure	C 24 057	2 30,000.00		Wallagement	nady barries	3/3/2027	3/4/202
Langan Engineering & Environmental	Soil Sampling and Groundwater Testing for Future					Design and Construction			
Services	Police Headquarter Facility	Active	C-23-505	\$ 99,000.00	Y	Management	Heather Guenot	7/5/2026	7/6/2023
Services	Construction Management at Risk Services Agreement	Active	C-25-303	\$ 99,000.00	1	Design and Construction	neather Gueriot	7/3/2026	7/0/2023
Lebolo Construction	(Stan Goldman Park Path - Phase 1)	Active	C-23-405	\$ 27,000.00	v	Management	Karyn Sashi	4/30/2026	5/1/2023
Lebolo Construction		Active	C-25-405	\$ 27,000.00	- 1		Kdi yii 3d3iii	4/30/2026	3/1/2023
Advanta Producedo a la c	Professional Engineering Consultant Services - District 5		C-23-242	\$ 99.982.87	v	Design and Construction	Death December	2/24/2026	2/15/2027
Marlin Engineering Inc.	Traffic Safety Improvements (HOLL-056) Surtax Project	Active	C-23-242		Y	Management	Rudy Damas	2/14/2026	2/15/2023
	Professional Engineering Services (ATP 1 - Design of			\$		Design and Construction			
Marlin Engineering Inc.	Johnson Street)	Active	C-23-255	298,924.00	Υ	Management	Luis Lopez	3/27/2025	3/28/2023
	Professional Engineering Continuing Service Agreement					Design and Construction			
Marlin Engineering Inc.	(ATP-1 Mast Arms Repair Engineering Services)	Active	C-23-406	\$ 19,744.42	Υ	Management	Heather Guenot	10/31/2024	11/1/2021
				\$		Design and Construction			
MBR Construction	Fletcher Street privacy Wall project	Active	C-24-892	617,011.00	Υ	Management	Dana Nelson	10/9/2024	5/13/2024
	CPA PA600215 (Architectural Design Professional			\$		Design and Construction			
McClaren, Wilson & Lawrie, Inc.	Services - Police HQ)	Active	C-23-363	283,875.00	Y	Management	Heather Guenot	12/29/2024	12/30/2019
	Engineering Consulting Services (ATP - 1 - Dune Master					Design and Construction			
Moffat and Nichol Inc.	Plan Implementation)	Active	C-23-418	\$ 4,000,000.00	Υ	Management	Jose Cortes	12/31/2024	5/9/2023
	Construction Management at Risk Services Agreement								
	- Pre-Construction Services Phase 1 - Police					Design and Construction			
Moss & Associates LLC	Headquarters Radio Project (ATP)	Active	C-23-543	\$ 1,500,000.00	Υ	Management	Heather Guenot	9/20/2025	9/21/2022
	Construction Management at Risk Services Agreement					Design and Construction			
Pirtle Construction Company	(Arts & Cultural Center Phase 2)	Active	C-24-877	\$ 7,063,886.31	Y	Management	Jose Cortes	6/1/2025	4/1/2024
	PROFESSIONAL SERVICES AGREEMENT FOR SCHEDULE					Design and Construction			
PMA Consultants, LLC	UPDATE SERVICES	Active	C-24-906	\$ 98.375.00	Υ	Management	Dana Nelson	9/30/2024	2/21/2024
,	Engineering Consulting Services - ATP - 1 - Fire Station			s		Design and Construction		· · ·	
SGM Engineering Inc.	IT Room Relocation Project	Active	C-23-555	8,350.00	Y	Management	Karyn Sashi	11/9/2024	11/10/2021
	Engineering Consulting Services - ATP 1 - MEP						,	,-,	,,
	Engineering services for the Fire Station 74 chiller					Design and Construction			
SGM Engineering Inc.	replacement	Active	C-23-610	\$ 37,475.00	v	Management	Karyn Sashi	11/9/2024	11/10/2021
Som Engineering inc.	Construction Management at Risk Services Agreement	VACTIVE	C-23-010	2 37,473.00		www.ugement	Nul yii 303iii	11/3/2024	11/10/2021
Structural Preservation Systems, LLC	- Structural Repairs to Garfield, Van Buren, and Radius		1	ė		Design and Construction			1
(SPS)	- structural Repairs to Garrield, van Buren, and Radius Garages	Active	C-24-756	784.189.00	v	Management	Karyn Sashi	12/3/2024	1/10/2024
1 /	0	ACTIVE	L-24-756	/o4,189.UU	Y		raryn Sasni	12/3/2024	1/10/2024
Structural Preservation Systems, LLC	Turnkey Design and Construction Services for the	l		>	٧	Design and Construction	I.,		
(SPS)	Exterior Structure of City Hall	Active	C-24-891	262,281.60	Y	Management	Karyn Sashi	10/23/2024	3/18/2024
The Whiting Turner Contracting	Engineering Services - Underground Utility Conversion		1			Design and Construction	1		
Company	Services - Construction Manager at Risk	Active	C-24-776	\$ 17,466,699.33	Y	Management	Luis Lopez	7/1/2026	1/17/2024

Thank You.

Randy Stovall, MPA, CLSSGB, FSESCI
City of Hollywood
Contracts Compliance Administrator
Office of Procurement and Contract Compliance
2600 Hollywood Blvd, Suite 303
P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-921-3552
E-mail: nstovall@hollywoodfl.org



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record

Purchase Order PFY-2501522

PFY-2501522	Order
14-JAN-2025	Order Date
0	Change Order
14-JAN-2025	Change Order Date
0	Revision
90,790.50 USD	Ordered

Sold To City of Hollywood, Florida

2600 Hollywood Blvd

HOLLYWOOD, FL 33020Broward

Supplier PMA Consultants, LLC

226 W. Liberty St. Ann Arbor, MI 48104

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO <u>ACCOUNTSPAYABLE@HOLLYWOODFL.ORG</u>.

OR City of Hollywood
Mail To

Accounts Payable, Room 119

P.O. Box 229045

Hollywood, FL 33022-9045

Ship To **2600 Hollywood Blvd Hollywood, FL 33020**

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	102679	Net 30	None	Destination
Deliver To Contact		Shipping Method		

Tiffany Phillip

E-mail tphillip@hollywoodfl.org

File PMA_Consultants_Amendment_Ex PMA_Consultants_Amendment_Exec ecuted.pdf

Line	Item		Price	Quantity	UOM	Ordered	Taxable
1	Procure support	de Additional ment and Purchasing for periods Oct. 1st 2024- per 31st 2024 for DCM	90,790.50				
	Attach	ments					
	Type	File Name or URL	Title		Description		
	File						
			Promised			90,790.50	
			1/12/25				
			Requested				
			1/12/25				
		Requested and Promised Dates corres	spond to the date of arriva	al at the Ship-to	Location.		
				L	ine Total	90,790.50	

Line Item	Price	Quantity	UOM	Ordered Taxable
			Total	90,790.50

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on

official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 in general liability and automobile liability limits of \$500,000 and must list the City as an additional insured of both the general and auto liability coverage. The Seller must have worker's compensation coverage as required by law. If the Seller is providing professional services (examples are not limited to consulting, accounting, planning and design), the Seller must have secured and maintained the required amount of \$1,000,000 in general liability and professional liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate and must list the City as an additional insured of the general liability coverage. The Seller providing professional services must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES

By acceptance of this Purchase Order, the Vendor is hereby certifying and attesting under penalty of perjury to not being a "foreign country of concern" as defined under Section 287.138, Florida Statutes, and compliance with all regulations within the statute.

Signature: Otis Thomas

Director, Procurement and Contract Compliance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2024

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).

COVEDACES	CEDTIFICATE NUMBER: 2004702225	DEVICION NUM	MDED.					
		INSURER F: ACE American Insurance Co	22667					
		INSURER E: Vantage Risk Specialty Insurance Cor	mpany 16275					
Ann Arbor MI 48104		INSURER D: Great Northern Insurance Co	20303					
PMA Consultants, LLC		INSURER C: Chubb Indemnity Insurance Co.	12777					
INSURED	PMACONS-02	INSURER B: Travelers Prop Cas Co of Amer	25674					
		INSURER A: Federal Insurance Company	20281					
		INSURER(S) AFFORDING COVERAGE	NAIC#					
Hylant - Ann Arbor 201 Depot Street Ann Arbor MI 48104 ISURED PMACONS PMA Consultants, LLC 26 W. Liberty Street Ann Arbor MI 48104	E-MAIL ADDRESS: Anna.Olinger@Hylant.com							
		PHONE (A/C, No. Ext): 614-932-1225	FAX (A/C, No):					
PRODUCER		CONTACT NAME: Anna Olinger						

COVERAGES CERTIFICATE NUMBER: 2004793335 REVISION NUMBER

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

INSR LTR			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR			35841291	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						Deductible/SIR	\$0
D	AUT	OMOBILE LIABILITY			73589225	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	X	UMBRELLA LIAB X OCCUR			CUP-2S314154-24-NF	7/1/2024	7/1/2025	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ n							\$
С		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N			71722522	7/1/2024	7/1/2025	X PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE -	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESC	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
E F	Profe Cybe	essional/Pollution Liability er			P03CP0000060490 D94860994	7/1/2024 7/1/2023	7/1/2025 8/30/2024	Each Claim/Aggregate Each Claim/Aggregate	5,000,000 5,000,000
		4							

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

EPLI: Policy #652443267 Continental Casualty Company Limit of Liability \$1,000,000 Effective 07/01/2024 - 07/01/2025

Workers' Compensation - Longshore and Harbor Workers' Compensation Act Coverage

See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

c/o Office of Procurement Services 2600 Hollywood Blvd, Room 303

Hollywood FL 33020

City of Hollywood

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PMACONS-02

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hylant - Ann Arbor	NAMED INSURED PMA Consultants, LLC 226 W. Liberty Street	
POLICY NUMBER	Ann Arbor MI 48104	
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

CARRIER	NAIC CODE									
		EFFECTIVE DATE:								
ADDITIONAL REMARKS										
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,										
FORM NUMBER:25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE										
Valuable Papers Coverage, Limit: \$500,000 Effective 7/1/2024 Expiration 7/1/2025 Insurer A Policy #35841291										
Professional/Pollution Liability SIR: \$100,000 Cyber Retention: \$50,000 Employment Practices Liability: Retention \$75,000 Employment Practices Liability: Retention \$75,000 Additional Insured for General Liability, as required by written contract subject to the terms, conditions, and exclusions of the policy subject to the terms, conditions, and exclusions of the policy- City of Hollywood. Waiver of subrogation on General Liability and Automobile Liability, as required by written contract in favor of the Additional Insured. With regard to General Liability and Automobile Liability, a 30-day notice of cancellation will be provided to the Certificate Holder for any insurer initiated cancellation, 10 days will be provided in the event of non-payment of premium.										

ACORD 101 (2008/01)

From: Dana Nelson <DNELSON@hollywoodfl.org> Sent: Tuesday, August 27, 2024 11:03 AM

To: Certificate of insurance <COI@hollywoodfl.org>
Subject: RE: Active Contract with Expired COIs - Updates

Attached please find the revised PMA COI

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager Construction Management Support Services Manage City of Hollywood Department of Design & Construction Management Office: 954-921-3992 Cell: 754-925-6950 E-mail: <u>Dnelson@hollywoodfl.org</u>



From: Certificate of Insurance < COI@holly Sent: Friday, August 23, 2024 11:08 AM hollywoodfl.org>

To: Dana Nelson < NRELSON@hollwwoodfl.org>; Certificate of Insurance < COI@hollwwoodfl.org>
Subject: FW: Active Contract with Expired COIs - Updates

PMA – Not acceptable, Leon Technologies is listed as the additional insured (descriptions of operations box) MBR – Acceptable

From: Dana Nelson < DNELSON@hollywoodfl.org>
Sent: Wednesday, August 21, 2024 3:49 PM
To: Certificate of Insurance < COI@hollywoodfl.org>
Subject: FW: Active Contract with Expired COIs - Updates

Attached are renewals for PMA and MBR, please review for approval

Thanks.

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager City of Hollywood Department of Design & Construction Management Office: 954-972-8992 Celt: 734-95-6903 Fermit: <u>Date Institution of Management Office</u>: 954-956-903



From Loain retector

Sent: Wednesday, August 21, 2024 1:42 PM

To: Randy Stocial Strovall@HitOwoodFl.org; Rudy Damas Rody Damas Rody Damas <a href="RoamassandowodFl.org<">Rody DamassandowodFl.org; Rudy Damas <a href="RoamassandowodFl.org<">RoamassandowodFl.org; Rudy DamassandowodFl.org; Rudy Damassando

Cc: Jose Cortes <<u>ICORTES@hollywoodfl.org</u>>; Nicole Heran <<u>NHERAN@hollywoodfl.org</u>> Subject: RE: Active Contract with Expired COIs - Updates

Attached please find the updated COI's for PMA and MBR.

Thank you,

Dana Nelson, LEED AP BD+C Construction Management Support Services Manager Construction Management Support Services Manage City of Hollywood Department of Design & Construction Management Office: 954-921-3992 Celt: 754-295-6950





From: Randy Stovall <8STOVALL@hollywoodfl.org>
Sent: Wednesday, August 21, 2024 10:53 AM

To: Kendra Parker <<u>KPARKER@hollywoodfl.org</u>>; Heather Guenot <<u>HGUENOT@hollywoodfl.org</u>>; Rudy Damas <<u>RDAMAS@hollywoodfl.org</u>>; Dana Nelson <<u>DNELSON@hollywoodfl.org</u>>; Luis Lopez <<u>lapez@hollywoodfl.org</u>>;

Cc: Jose Cortes <<u>ICORTES@hollywoodfl.org</u>>; Nicole Heran <<u>NHERAN@hollywoodfl.org</u>> Subject: Active Contract with Expired COIs - Updates

Can you please provide me an update on the active contracts with Expired COI's below? I just need an update on where you are with these agreements as of today and what actions have been taken to secure the revised COI for these agreements. If you can provide me these updates by this afternoon I would greatly appreciate it. Thanks.

					COIs Expired					
					Request New					
Vendor	Title	Status	Contract ID	Budget Amount	COI	Updates	Department	Project Contact	End Date	Start Date
	Engineering Consulting Services (ATP - 2 - Additional									
	Services for Construction Engineering, Inspections -			\$			Design and Construction			
AE Engineering Inc.	Avant Garde Safe Route Project)	Active	C-23-517	154,080.00	Y		Management	Luis Lopez	11/9/2024	11/10/2021
				\$			Design and Construction			
American Ramp Company	Engineering Design Services - Skate Park Construction	Active	C-23-566	650,000.00	Y		Management	Karyn Sashi	9/26/2024	8/29/2023
	Engineering Consulting Services - Neighborhood Sound						Design and Construction			

Craven, Thompson & Associates, Inc.	Wall-Privacy Wall Placement	Active	C-23-591	\$ 42,565.00	Υ	Management	Rudy Damas	11/9/2024	11/10/2021
	FDOT Pedestrian Street Lighting Stirling Road - ATP No.					Design and Construction			
Craven, Thompson & Associates, Inc.	1 and 2	Active	C-24-754	\$ 54,505.00	Υ	Management	Karyn Sashi	11/9/2024	11/10/202
	Professional Services Agreement (Engineering Services			\$		Design and Construction			
G.M. Selby, Inc	- Police Headquarters Radio Tower ATP 1 & 2)	Active	C-24-980	236,890.00	Υ	Management	nicole heran	4/9/2025	4/10/2022
	Professional Engineering Services (Complete Streets -			\$		Design and Construction			
HBC Engineering Company	Johnson Street Project HOLL-038)	Active	C-23-216	149,995.00	Υ	Management	Luis Lopez	3/27/2026	3/28/202
Jenkins & Charland, Inc dba TRC	Structural Engineering Consulting Services - ATP 1 - City					Design and Construction			
Worldwide Engineering	Hall Library Feasibility Study	Active	C-23-504	\$ 17.600.00	Υ	Management	Elisa Iglesias	10/19/2024	10/19/2021
	Professional Engineering Services For Design Of The			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Design and Construction		,,	,,
Kimley Horn & Associates, Inc.	US441/SR7 Improvement Project (HOLL-036) ATP 1	Active	C-24-837	\$ 96,000.00	v	Management	Rudy Damas	3/3/2027	3/4/2024
	Environmental Engineering Consulting Services - ATP-1	rictive	C 24 057	9 50,000.00		Wallagement	nady banas	3/3/2027	3/4/202
Langan Engineering & Environmental	Soil Sampling and Groundwater Testing for Future					Design and Construction			
Services	Police Headquarter Facility	Active	C-23-505	\$ 99,000.00	Y	Management	Heather Guenot	7/5/2026	7/6/2023
Services	Construction Management at Risk Services Agreement	Active	C-25-303	\$ 99,000.00	1	Design and Construction	neather duenot	7/3/2020	7/6/2023
Lebolo Construction	(Stan Goldman Park Path - Phase 1)	Active	C-23-405	\$ 27,000.00	v	Management	Karyn Sashi	4/30/2026	5/1/2023
Lebolo Construction		Active	C-25-405	\$ 27,000.00	- 1		Kdi yii 3d3iii	4/30/2020	3/1/2023
Adoption Production to a	Professional Engineering Consultant Services - District 5		C-23-242	\$ 99.982.87	v	Design and Construction	n. d. n	2/14/2025	2/15/2027
Marlin Engineering Inc. Marlin Engineering Inc. Marlin Engineering Inc.	Traffic Safety Improvements (HOLL-056) Surtax Project	Active	C-23-242		Y	Management	Rudy Damas	2/14/2026	2/15/2023
	Professional Engineering Services (ATP 1 - Design of			\$		Design and Construction			
	Johnson Street)	Active	C-23-255	298,924.00	Υ	Management	Luis Lopez	3/27/2025	3/28/2023
	Professional Engineering Continuing Service Agreement					Design and Construction			
	(ATP-1 Mast Arms Repair Engineering Services)	Active	C-23-406	\$ 19,744.42	Υ	Management	Heather Guenot	10/31/2024	11/1/2021
				\$		Design and Construction			
MBR Construction	Fletcher Street privacy Wall project	Active	C-24-892	617,011.00	Y	Management	Dana Nelson	10/9/2024	5/13/2024
	CPA PA600215 (Architectural Design Professional			\$		Design and Construction			
McClaren, Wilson & Lawrie, Inc.	Services - Police HQ)	Active	C-23-363	283,875.00	Y	Management	Heather Guenot	12/29/2024	12/30/2019
	Engineering Consulting Services (ATP - 1 - Dune Master					Design and Construction			
Moffat and Nichol Inc.	Plan Implementation)	Active	C-23-418	\$ 4,000,000.00	Υ	Management	Jose Cortes	12/31/2024	5/9/2023
	Construction Management at Risk Services Agreement								
	- Pre-Construction Services Phase 1 - Police					Design and Construction			
Moss & Associates LLC	Headquarters Radio Project (ATP)	Active	C-23-543	\$ 1,500,000.00	Υ	Management	Heather Guenot	9/20/2025	9/21/2022
	Construction Management at Risk Services Agreement					Design and Construction			
Pirtle Construction Company	(Arts & Cultural Center Phase 2)	Active	C-24-877	\$ 7,063,886.31	Y	Management	Jose Cortes	6/1/2025	4/1/2024
	PROFESSIONAL SERVICES AGREEMENT FOR SCHEDULE					Design and Construction			
PMA Consultants, LLC	UPDATE SERVICES	Active	C-24-906	\$ 98.375.00	Υ	Management	Dana Nelson	9/30/2024	2/21/2024
•	Engineering Consulting Services - ATP - 1 - Fire Station			s		Design and Construction			
SGM Engineering Inc.	IT Room Relocation Project	Active	C-23-555	8,350.00	Y	Management	Karyn Sashi	11/9/2024	11/10/2021
	Engineering Consulting Services - ATP 1 - MEP						,	,-,	,,
	Engineering services for the Fire Station 74 chiller					Design and Construction			
SGM Engineering Inc.	replacement	Active	C-23-610	\$ 37,475.00	٧	Management	Karyn Sashi	11/9/2024	11/10/2021
	Construction Management at Risk Services Agreement	- ACUVE	C 23 010	2 37,473.00		management	Nuryii Susiii	11, 3/2024	11,10/2021
Structural Preservation Systems, LLC	- Structural Repairs to Garfield, Van Buren, and Radius		1	ė		Design and Construction			
(SPS)	- structural Repairs to Garrield, van Buren, and Radius Garages	Active	C-24-756	784.189.00	v	Management	Karyn Sashi	12/3/2024	1/10/2024
1 /	0	ALLIVE	C-24-730	704,107.00	T		Nat yii 2d2iii	12/3/2024	1/10/2024
Structural Preservation Systems, LLC	Turnkey Design and Construction Services for the		C 34 001	>	٧	Design and Construction	Karan Carlet	40/22/2024	2/10/202
(SPS)	Exterior Structure of City Hall	Active	C-24-891	262,281.60	Y	Management	Karyn Sashi	10/23/2024	3/18/2024
The Whiting Turner Contracting	Engineering Services - Underground Utility Conversion	1				Design and Construction			
Company	Services - Construction Manager at Risk	Active	C-24-776	\$ 17,466,699.33	Y	Management	Luis Lopez	7/1/2026	1/17/2024

Thank You.

Randy Stovall, MPA, CLSSGB, FSESCI
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Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record