

RFQ-

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of proposal/response opening.

Legal Company Name (include d/b/a if applicable): AE Engineering, Inc. Federal Tax Identification Number: 20-4567692

If Corporation - Date Incorporated/Organized: 03/20/2006

State Incorporated/Organized: Florida

Company Operating Address: 219 North Newnan Street, 4th Floor

City Jacksonville State FL Zip Code 32202

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: Roderick Myrick, P.E./President Email Address: rod@aeengineeringinc.com

Phone Number (include area code): 561-632-5185 Fax Number (include area code): N/A

Company's Internet Web Address: www.aeengineeringinc.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER/RESPONDENT/CONSULTANT CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE PROPOSER/RESPONDENT/CONSULTANT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION.

 11/16/2023
Proposer/Respondent/Consultant's Authorized Representative's Signature: _____ Date

Type or Print Name: Roderick Myrick, P.E./President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER/RESPONDENT/CONSULTANT TO BE BOUND BY THE TERMS OF ITS PROPOSAL/STATEMENT OF QUALIFICATIONS (SOQ). FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/RESPONSE NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER/RESPONDENT/CONSULTANT TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE PROPOSAL/RESPONSE BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS



RFQ-140-24-WV

CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR HOLLYWOOD BEACH HEIGHTS AND HOLLYWOOD BEACH ESTATES SIDEWALK NETWORK

AE ENGINEERING, INC.

Roderick Myrick, P.E. - President

3333 W COMMERCIAL BLVD, SUITE 106
FORT LAUDERDALE, FL 33309
P: 561-632-5185 • E: rod@aeengineeringinc.com

DUE: NOVEMBER 16, 2023 / 3:00

ORIGINAL



TAB A

TABLE OF CONTENTS

	Page #
A. TABLE OF CONTENTS	3
B. EXECUTIVE SUMMARY	5
C. FIRM QUALIFICATIONS AND EXPERIENCE	7
D. ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS	18
E. APPROACH TO SCOPE OF WORK	34
F. REFERENCES	41
G. FINANCIAL RESOURCES	45
H. LEGAL PROCEEDINGS AND PERFORMANCE	47
I. REQUIRED FORMS/EXHIBITS	49



TAB B

EXECUTIVE SUMMARY

November 16, 2023

City of Hollywood,
William Varandas Senior Purchasing Agent
2600 Hollywood Blvd
Hollywood, FL 33020

RE: RFQ-140-24-WV CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR HOLLYWOOD BEACH HEIGHTS AND HOLLYWOOD BEACH ESTATES SIDEWALK NETWORK

Dear William Varandas,

AE Engineering, Inc. (AE) is excited to submit our qualifications in response to RFQ-140-24-WV to provide Construction Engineering Inspection Services for the City of Hollywood. We fully understand the contract will be used for Construction Engineering Inspection (CEI) Services for Hollywood Beach Heights and Hollywood Beach Estates LAP Project, for which our team will provide CEI services as outlined in the RFQ. We feel confident in our ability to provide contract administration, inspection, and materials sampling and testing for the construction of the new sidewalk network.

AE was founded in 2006 and is a state certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE). Our firm has become established in the construction engineering industry statewide with a proven record of successfully delivering CEI services to our State, County, and City clients on projects of vast scope and work type over the last 17 years. Currently, AE employs 170+ full-time staff members, many of which are Registered Professional Engineers with the State of Florida.

FDOT CERTIFIED GROUPS:

**9.2/9.3/ 10.1/ 10.3
10.4/10.5.1/13.5
13.6**

170+

**FULL-TIME
STAFF MEMBERS**

2006

Founded

Our office in Fort Lauderdale will be the one we use for this contract and is where all of our South Florida staff members residing in Broward, and Miami-Dade Counties report to for various projects we are actively working on near the City of Hollywood, with clients including, but not limited to: Florida's Turnpike Enterprise, Broward County Transit, City of Riviera Beach, Town of Davie, and City of Miami Gardens.

AE understands the work to be performed for the FDOT Local Agency Program (LAP) funded project includes CEI services for pedestrian feature improvements. We have performed LAP CEI services for clients throughout Florida and are willing and able to complete the tasks outlined in the scope of work. Our proposed team have recently provided CEI services on LAP funded projects with City of Hollywood Avant Garde SRTS, Miami Shores Village's Multimodal Improvement, Polk County's Ariana Street Sidewalks, City of Jacksonville's Cecil Trail Northern Extension, FDEP's Overseas Heritage Trail at Knights Key, FDEP's Overseas Heritage Trail at Spanish Harbor Historic Bridge, and City of Oakland Park's NW 39th Street Canal Trail to name a few. This experience will allow us to hit the ground running on the City's projects, identify potential challenges or conflicts earlier in the project, and implement lessons learned to meet schedule and budget goals.

Throughout this proposal, AE will identify our firm and key personnel experiences and qualifications to successfully administer this project. We will furthermore ensure our operations plan and approach to manage the project and all LAP requirements and all tasks requested of AE will be discussed in detail. AE prides itself in providing quality construction management focused on excellence in customer service, completing projects on time and within project budgets, and ensuring all our clients, and hopefully the City of Hollywood, are receiving the most qualified construction management staff each and every time.

We sincerely appreciate the opportunity to present our qualifications for your consideration and look forward to work with the City of Hollywood to ensure the success of this Construction Engineering and Inspection Services LAP project!

Sincerely,



RODERICK MYRICK, P.E.
President/Principal in Charge





TAB C

FIRM
QUALIFICATIONS
AND EXPERIENCE

EXPERIENCE / QUALIFICATIONS

AE Engineering Inc. and our key personnel proposed for this project, have many years of experience working on Construction Engineering Inspection (CEI) Services Contracts and look forward to bringing their expertise to the City of Hollywood.

AE is prequalified with the FDOT in numerous categories which emphasizes our ability to provide multi-discipline resolutions for our clients. This is affirmed by the fact that AE has grown steadily during the past seventeen (17) years to over 170 staff companywide, while adding professionals and technology that go above and beyond the needs of our clients. We now offer a state certified, materials testing laboratory for Verification Testing and QC Contracts. Additionally, we have developed a highly skilled Maintenance Team for providing oversight and support on Asset Maintenance contracts throughout the State. This will ensure quality maintenance oversight for our clients with specialized personnel to offer permit support, permit coordination, field inspections, MRP Inspections, and plans design and constructibility reviews as-needed.

FDOT CERTIFIED	
9.2	Geotechnical Classification Laboratory Testing
9.3	Highway Materials Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
10.5.1	Major Bridge CEI - Concrete
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering

AE is a Corporation that was founded in 2006 and is a state certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE). Our firm has become established in construction management and the construction engineering industry statewide with a proven record of successfully delivering CEI services to our State, County, and City clients on projects of vast scope and work type over the last 17 years. Currently, AE has over 130 managers, technical, and support staff companywide, with over 30 full-time key staff members residing within 30 miles of Hollywood to aide in the success of this contract. Our local office in Fort Lauderdale will be the responsible office for this contract, **located less than 30 minutes from the City of Hollywood**. The address and key contact information for the local office and company is as follows:



OFFICE:

3333 W COMMERCIAL BLVD, SUITE 106, FORT LAUDERDALE, FL 33309

RODERICK MYRICK, P.E.

President/Owner

Rod@aeengineeringinc.com

(561) 632-5185 / Email: rod@aeengineeringinc.com

Website: www.aeengineeringinc.com

AE is committed to exceeding the City of Hollywood expectations and will implement our recent, relative work experiences as well as provide a talented pool of resources to back this promise and ensure that the strategy is successful. We take the trust and confidence of our clients very seriously and will perform requisite services from each individual task award through activity completion/final acceptance of each project by the City accordingly. AE is a highly responsible firm and guarantees an exemplary performance for this contract if the City favorably considers our team for the opportunity.

AE brings experience performing CEI and Construction Management for numerous projects with local agencies in South Florida and throughout the State. Below is a list of some of our continuing contracts and recent municipal projects completed by AE ahead of schedule, and/or under budget, to further identify our firm and personnel experience and qualifications for this contract with the City. Beyond this list, we have also included full details, description, and client contact information for **3 of our most similar scope and scale projects**, to those as anticipated under this contract.

CLIENT INFORMATION	PROJECT DESCRIPTION
CITY OF LAKE WORTH BEACH Jamie Brown <i>(Public Works Director)</i> <i>(561) 586-1720</i>	LAKE WORTH PARK OF COMMERCE PHASE 2 ROADWAY & INFRASTRUCTURE IMPROVEMENTS (08/2020-09/2021): The scope of this job included the addition of two left turn lanes, (1) north of 2nd Ave. on Boutwell Rd. turning onto 4th Ave. W and (2) south of 7th Ave. on Boutwell Rd. turning onto 4th Ave. E. Additional duties consisted of the construction of curb and gutter throughout the entire project, new 5' sidewalks on the east and west sides of Boutwell Road, shoulder stabilization, drainage, pedestrian lighting, and signing and pavement markings.
MIAMI SHORES VILLAGE Chris Miranda <i>(Public Works Director)</i> <i>(305) 795-2210</i>	MULTIMODAL PEDESTRIAN IMPROVEMENTS LAP PROJECT, FIN NO. 438665-1-58-01; MIAMI-DADE COUNTY, FL (02/2021-07/2021): This project includes reconstruction and widening of the existing 5' concrete sidewalk to a 10' wide concrete sidewalk along the west side of the N.E. 2nd Avenue right-of-way and generally between N.E. 103rd St. to N.E. 111th St. Also included in the scope are ADA improvements to accommodate new crossing at the existing driveways and alleyway as well as the 111th St. intersection.
TOWN OF DAVIE Abidemi Ajayi, P.E. <i>(Assistant Town Engineer)</i> <i>(954) 797-1137</i>	TOWN OF DAVIE, DAVIE ROAD PHASE 3 ROADWAY IMPROVEMENTS PROJECT (07/2021-06/2023): Scope of services on this Broward County Surtax Funded project includes but is not limited to construction of a new landscaped median, sidewalks, drainage and electrical as well as milling, resurfacing, minor overbuild and reconstruction, and adding new pavement markings and signage to create a 4-lane divided roadway with paver walkways. Responsibilities include communicating regularly with the Town Engineer, managing the team, facilitating progress meetings, responding to RFI's from the contractor, analyzing change orders, and prepping/signing/sealing as-builts.

AWARDS – COMMENDATIONS:



2022 | FTBA Best in Construction – Utility Damage/Claims Avoidance

2021 | Leadership Jacksonville

'Gator 100' selection for Fastest Growing UF-Owned Companies in the World

Jacksonville Business Journal 'Fast 50'

2020 | ACAF-'Roads & Streets' Excellence in Pavement Award for SR 5A (San Marco Avenue) from Bridge of Lions to Picolata Road project in St. Johns County

2019 | FDOT- D3 Asphalt Urban Award 'Excellence in Pavement'

2019 | FDOT- 'Pavement Award' (ACAF)- Resurfacing Rural District for the Fernandina Beach on SR A1A from Amelia River Bridge to Centre Street

2018 | FTBA- Best in Construction

2017 | FTBA- Best in Construction Community Awareness Award for the SR A1A / Ft. Lauderdale Beach from Mercedes River to Sunrise Blvd. project

2013 | FTBA – 'Best Interstate Project' Award on the I-95/SR-9 @ I-595/SR-862 Bridge Deck Overlay Project



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 24, 2023

Roderick Myrick, President
AE ENGINEERING, INC.
219 North Newnan Street, 4th Floor
Jacksonville, Florida 32202

Dear Mr. Myrick:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete

Group 13 - Planning

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
131.31%^	124.13%^	0.725%	Reimbursed	No	0.00%	13.44%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

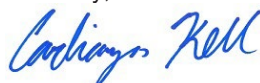
^For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

1

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

:54 PM

DBPR - AE ENGINEERING, INC., Registry



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ONLINE SERVICES

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- [File a Complaint](#)
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- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

3:53:50 PM 1/4/2023

Licensee Information

Name: **AE ENGINEERING, INC. (Primary Name)**
Main Address: **219 N NEWNAN STREET
SECOND FLOOR
JACKSONVILLE Florida 32202**
County: **DUVAL**

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **27212**
Status: **Current**
Licensure Date: **11/07/2006**
Expires:

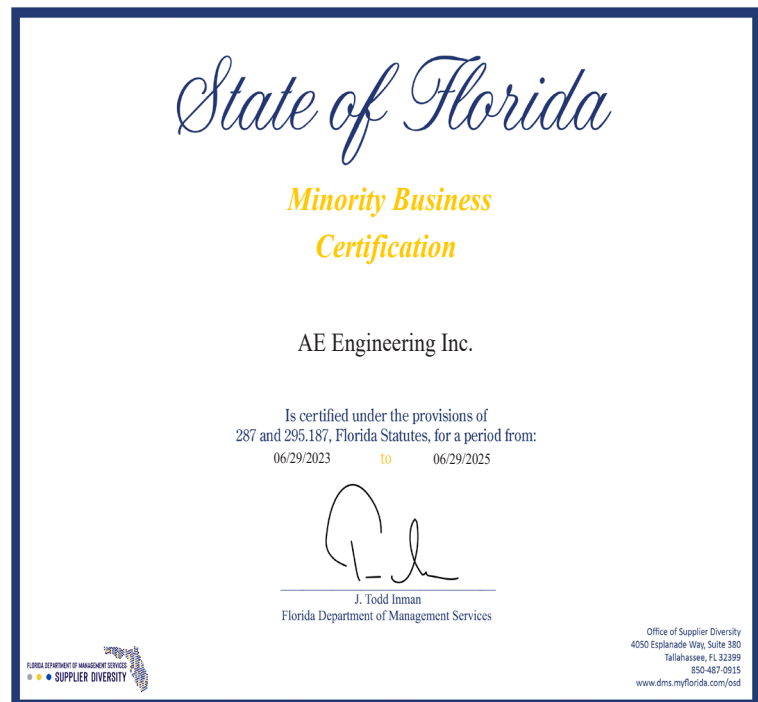
AE

Number of Records Returned: 1
Selection Criteria:
Vendor: AE ENGINEERING INC

Vendor Name: **AE ENGINEERING INC**
DBE Certification: **CERTIFIED**
DBA: **AE ENGINEERING INC**
Business Description: **TO PROVIDE PROFESSIONAL SERVICES IN THE FIELD OF ENGINEERING AND CONSTRUCTION AND CONTRACTING SERVICES**
Mailing Address: **219 N NEWNAN ST
2ND FLOOR
JACKSONVILLE, FL 32202**
Contact Name: **RODRICK MYRICK**
Email: **RODRICK@AEENGINEERINGINC.COM**
Phone: (904) 337-6324 Fax: (904) 332-8424
Statewide Availability: **Y**
ACDBE Status: **N**

Certified NAICS

237110	Highway, Street, and Bridge Construction
238110	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541330	Engineering Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
561730	Landscaping Services



State of Florida Department of State

I certify from the records of this office that AE ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on March 27, 2006, effective March 20, 2006.

The document number of this corporation is P06000043128.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023

[Signature]
Secretary of State

Tracking Number: 9813427183CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2023

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 endorsements.

PRODUCER Brown & Brown of Florida, Inc. 1061 Worthington Rd Ste 175 West Palm Beach, FL 33409		CONTACT NAME Avonelle McLean CPA BBA ARM PHONE (561) 686-2266 FAX (561) 686-2313 EMAIL Avonelle.McLean@bbrown.com	
INSURED AE Engineering, Inc. 219 N Newnan Street 4th Floor Jacksonville, FL 32202		INSURER A: Continental Casualty Company INSURER C: Lloyd's INSURER D: INSURER E:	
		INSURER(S) AFFORDING COVERAGE MAC # 35289	

COVERAGES CERTIFICATE NUMBER: 23-24 Master CO 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.

LINE	TYPE OF INSURANCE	INS. NO.	POLICY NUMBER	INS. DATE	POLICY EXPIRATION DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: POLICY ☒ RET ☐ LOC OTHER: AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTO ☒ AUTO-ONLY ☒ NON-OWNED AUTO ☒ AUTO-ONLY B UMBRELLA LIAB OCCUR EXCESS LIAB DED. ☒ RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMPLOYEE EXCLUDED? ☐ YES ☒ NO C Professional Liability		7038883074 7038883088 7038883091 7038883110 TAE000121-01	04/01/2023 04/01/2023 04/01/2023 04/01/2023 04/01/2023	04/01/2024 04/01/2024 04/01/2024 04/01/2024 04/01/2024	EACH OCCURRENCE TODAY'S TO DATE MED EXP (per one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits CORP/INDV LMBT AGGREGATE BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per structure) EACH OCCURRENCE AGGREGATE E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT Aggregate Deductible \$25,000

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

CERTIFICATE HOLDER Information-only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: AE ENGINEERING INC

Receipt #: 315-318687
Business Type: ENGINEER

Owner Name: RODERICK MYRICK
Business Location: 3333 W COMMERCIAL BLVD
FT LAUDERDALE
Business Phone: 904-337-6324

Business Opened: 08/12/2021
State/County/Cert/Reg: PE56969
Exemption Code:

Rooms Seats Employees Machines Professionals
6

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

Receipt Fee 37.50
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

AE ENGINEERING INC
219 N NEWNAN ST 4TH FLOOR
JACKSONVILLE, FL 32202

Receipt #WWN-22-00257892
Paid 07/19/2023 37.50

2023 - 2024

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115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
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Rooms Seats Employees Machines Professionals
6

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

Receipt Fee 37.50
Packing/Processing/Canning Employees 0.00

Receipt #WWN-22-00257892
Paid 07/19/2023 37.50



PROFESSIONAL CONTINUING SERVICES FOR CEI

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:

CITY OF HOLLYWOOD

REFERENCE:

LUIS LOPEZ, P.E., ENGINEERING SUPPORT
SERVICES MANAGER, 954.921.3410

CONTRACT AMOUNT:

N 58TH AVE: \$615,446
AVANT GARDE SRTS: \$704,629
HOLLYWOOD BLVD. LANDSCAPING:
\$1,138,658.36

FINAL CONSTRUCTION COST:

\$2,685,645.49

LOCATION:

CITY OF HOLLYWOOD

PROJECT DATES:

06/2022 - PRESENT

CONSULTANT ROLE:

PRIME

KEY PERSONNEL:

CHRISTINA YERO, P.E. - SPE
ANDRES ATEHORTUA, CBI - PA
JAMES NEWMAN - PA
KI-ANA MOODY - CSS
NATASHA RYNNING - RCS
ISRAEL CABRERA - SI
MIKE MISIASZEK - SI
RICKY MORERA - SI
RONALD PIERRE - I



DESCRIPTION

AE has provided CEI Services for projects under this contract that were Broward County Surtax funded projects and FDOT LAP funded projects. The projects included:

CEI Service for Surtax Funded N 58th Avenue Resurfacing Project: CEI services are required for contract administration, inspection, and verification of materials sampling and testing for this Surtax Funded Project. The scope of services includes rehabilitation and maintenance activities along N 58th Avenue from Johnson Street to Sheridan Street (1.1 miles). Work includes storm drain upgrades, swale restoration, milling and resurfacing, new pavement markings and sidewalk replacement.

CEI for Avant Garde Safe Route to Schools (SRTS) Sidewalk LAP Project: This project is to substantially improve the safety for students with the installation of new 5-foot-wide concrete sidewalks in areas where they do not exist, totaling 13,225 linear feet in 26 different blocks within 0.71 mile of Avant Garde Academy of Broward. This project will benefit the school and community by eliminating gaps in areas adjacent to the school and will also increase connectivity on both sides of the roadway.

Interlocal Agreement for HOLL-035 Hollywood Boulevard Landscaping

The scope of services included but were not limited to the installation of landscape and a fully automated irrigation system in the Hollywood Blvd. ROW between City Hall Circle and Dixie Highway. Construction Engineering and Inspection (CEI) services were required for contract administration/ document assistance and inspection for this Surtax Funded Project. Furthermore, we assisted the City construction manager with the requirements to perform this work and ensuring the Contractor was meeting the Broward County certified County Business Enterprise (CBE) goals and commitments.

LAKE WORTH PARK OF COMMERCE PHASE 2 ROADWAY & INFRASTRUCTURE IMPROVEMENTS

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:

City of Lake Worth Beach

REFERENCE:

Felipe Lofaso
Project Manager
(561) 586-1720
flofaso@lakeworthbeachfl.gov

CONTRACT AMOUNT:

\$2,685,645.49

FINAL CONSTRUCTION COST:

\$2,685,645.49

LOCATION:

Lake Worth Beach

PROJECT DATES:

08/2020 - 09/2021

CONSULTANT ROLE:

Prime

KEY PERSONNEL:

Ricardo Baraybar, P.E. - SPE
Andres Atehortua - PA
Philip Lyon, P.E. - APA / SI
Siva Bathula - CSS
Natasha Rynning - RCS
Oscar Fuguet - I
Wilmer Sanabria - I
Alex Baader - I
Jourguen Garcia - I
Mo Guizani - I
Lisa Vinson - I



The scope of this job included road reconstruction and widening along Boutwell Rd. and side-streets, 7 avenue and 4 Avenue. The scope included adding turning lanes, increasing capacity along medians, adjusting existing utilities as needed, installation of decorative lighting and retrofitting of existing drainage system along the entire corridor. Additional duties consisted of the construction of curb and gutter throughout the entire project, new 5' sidewalks on the east and west sides of Boutwell Road, shoulder stabilization, and signing and pavement markings.



TOWN OF DAVIE, DAVIE ROAD PHASE 3 ROADWAY IMPROVEMENTS PROJECT

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:

Town of Davie

REFERENCE:

Abidemi Ajayi, P.E.
Assistant Town Engineer
(954) 797-1096

CONTRACT AMOUNT:

\$5,800,000

LOCATION:

Davie, FL

PROJECT DATES:

7/2021 - 7/2023

CONSULTANT ROLE:

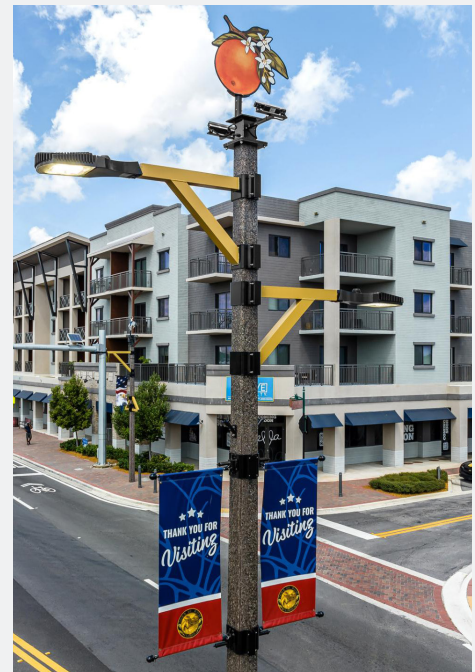
Prime

KEY PERSONNEL:

Christina Yero, P.E. - SPE
James Newman - PA
Oscar Fuguet - SI



The scope of services on this Broward County Surtax Funded project includes but is not limited to construction of a new landscaped median, sidewalks, drainage and electrical as well as milling, resurfacing, minor overbuild and reconstruction, and adding new pavement markings and signage to create a 4-lane divided roadway with paver walkways. Responsibilities include communicating regularly with the Town Engineer, managing the team, facilitating progress meetings, responding to RFI's from the contractor, analyzing change orders, and prepping/signing/sealing as-builts.



CEI SERVICES FOR MULTIMODAL PEDESTRIAN IMPROVEMENT LAP PROJECT

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:
Miami Shores Village

REFERENCE:
Christopher Miranda
Public Works Director
mirandac@msvfl.gov
(305) 795-2210

PROJECT NUMBER:
RFQ # PW-2020-04-02
FM # 438665-1-58-01

CONTRACT AMOUNT:
\$258,459.00

FINAL CONSTRUCTION COST:
\$158K

LOCATION:
Miami Shores

PROJECT DATES:
04/2021 – 7/2021

CHANGE ORDERS
3

CONTRACT DAYS:
270

CONSULTANT ROLE:
Prime

KEY PERSONNEL:
Christina Yero, P.E. - SPE/PA
Torrance Thomas - SI
Natasha Rynning - RCS



AE provided CEI services for this project. The scope of services on this 180-day LAP project consisted of performing all Construction Engineering and Inspection services needed to manage this project from Pre-Construction through final reimbursement to the Village of Miami Shores. This project provided connectivity for pedestrian traffic along NE 2nd Ave from NE 111th ST to NE 103rd ST. Specifically, the project included reconstruction and widening of the existing 5' concrete sidewalk to a 10' wide concrete sidewalk along the west side of the N.E. 2nd Avenue right-of-way and generally between N.E. 103rd Street to N.E. 111th Street. Also included in the scope of work are ADA improvements to accommodate new crossing at the existing driveways and alleyway as well as the 111th Street intersection. This project was completed 5 months before schedule and under budget.



NE 26TH ROADWAY IMPROVEMENTS LAP PROJECT

AE ENGINEERING, INC.
Civil Engineering • CEI • Construction Management

CLIENT:

City of Wilton Manors

REFERENCE:

Todd DeJesus
Capital Project & Grants Manager
TDeJesus@wiltonmanors.com
954.390.2105

PROJECT NUMBER:

RFQ # 2019-03
FM # 438122-1-58-01

CONTRACT AMOUNT:

\$1M

FINAL CONSTRUCTION COST:

\$1M

LOCATION:

Wilton Manors

PROJECT DATES:

09/2019 - 04/2020

CHANGE ORDERS:

3

CONTRACT DAYS:

206

CONSULTANT ROLE:

Prime

KEY PERSONNEL:

Ricardo Baraybar, P.E. - SPE/PA
Dwayne Benitez - CSS/SI
Rolando Ruiz - INSP
Erica Valencia - RCS



This project included milling and resurfacing, roadway widening, bike lanes construction, new sidewalk, curb & gutter, ADA ramps, minor drainage improvements, minor fencing improvements, mailbox relocation, sod installation, driveway harmonization, solar powered signage, new signing and pavement markings. AE was responsible on behalf of the City of Wilton Manors for managing the Preconstruction Conference, attending progress meetings, handling all areas of project administration, provided construction inspection for Contractor conformance with the LAP Big 4 Specifications and FDOT Standard Specifications, performed field surveys, prepared supplemental agreements/construction change orders, monitored erosion control measures, performed shop drawing reviews, provided quality assurance and quality control of all project documentation, tested for acceptance of materials, reviewed and helped prepare progress payments, reviewed revisions to the contract plans, distributed correspondence, performed inspection of work, reviewed contractors payrolls, performed employees interviews and ensured contract compliance, helped prepare final records, and closed out final project claims and project certifications. Three change orders 1 of which Ricardo was able to acquire LAP funds from the Department to cover the cost.



An aerial photograph of Hollywood Beach, Florida, showing the turquoise ocean, sandy beach, and several high-rise buildings along the coastline. The word "TAB D" is overlaid in large, white, sans-serif font across the middle of the image.

TAB D

ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS

ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS

AE Engineering, Inc. is owned and led by our two Principals who are Registered Florida Professional Engineers that both began their careers with FDOT. Our firm has utilized this background to develop core values and processes that allow our personnel to consistently exceed our clients' expectations. Rod Myrick, P.E. and Cory Nichols, P.E. manage the day-to-day operations of the firm and utilize Regional Area Managers to ensure local connection to the communities we serve. Currently, we are engaged in Construction Engineering Inspection Services from the Florida Keys to Pensacola with 16 regional and branch offices throughout the State to support our clients and our projects. Below is a summary of the current organizational structure including areas of responsibility:

 ROD MYRICK, P.E. PRESIDENT ✓ 25 years of experience ✓ Quality Assurance and Process Controls ✓ Manages Statewide QA Program and personnel development	 CORY NICHOLS, P.E. SENIOR VICE-PRESIDENT ✓ 24 years of experience ✓ Senior Project Engineer / CEI Director ✓ Manages CEI operations and Personnel Development/Scheduling
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KEY PROPOSED PROJECT TEAM

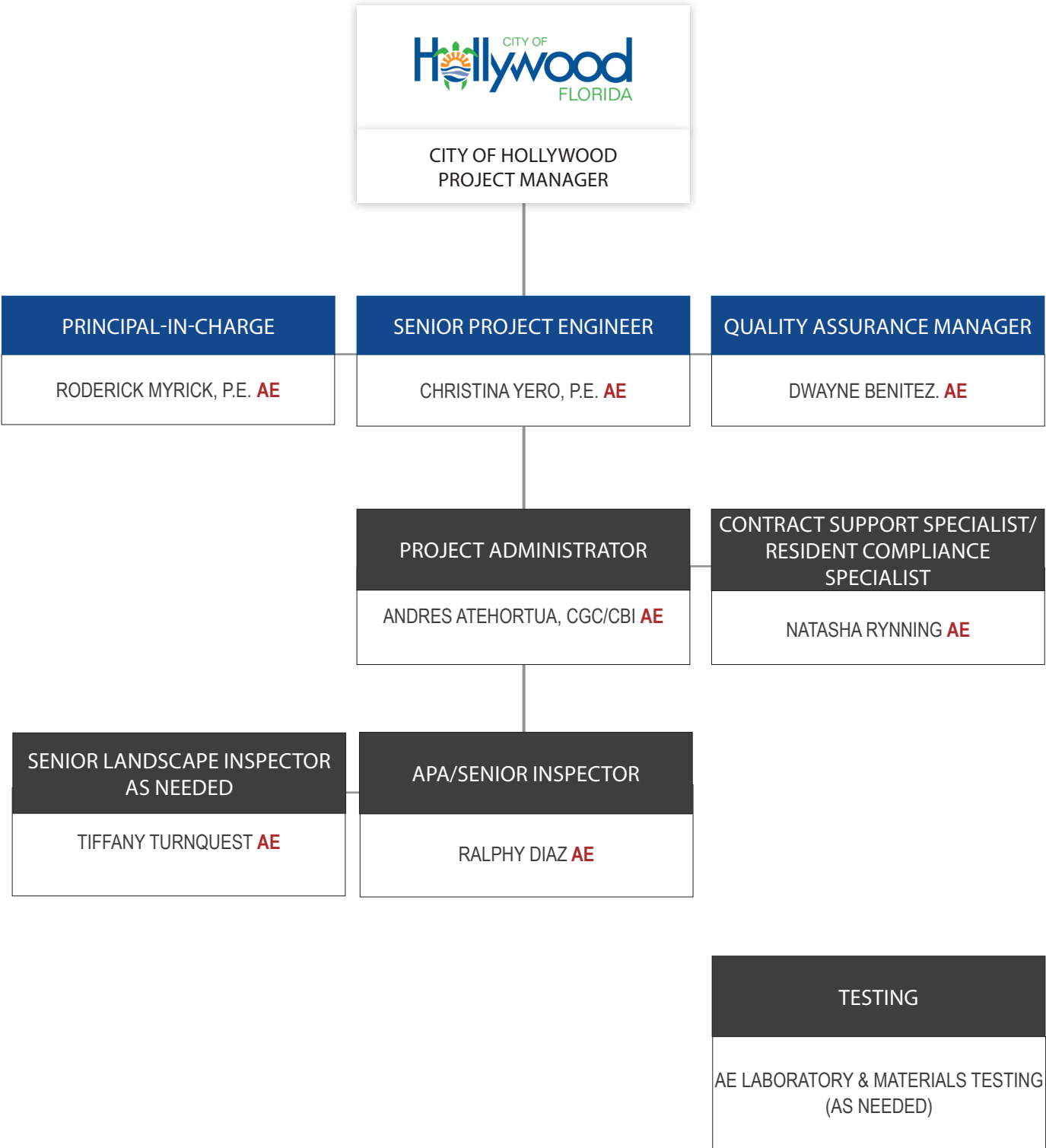
AE's Organizational Structure and our Principals-in-Charge are **key to our success**. Given upfront and open communication, we are able to minimize project impacts as our teams and managers are always kept well informed. This hands-on approach is a strength a local CEI-focused firm such as ours brings to the execution of this contract. Likewise, we have dedicated the time and resources to fully understanding this contract's needs and who would best manage the projects within it on behalf of the City of Hollywood.

Our proposed team members have recently completed or are working on [successfully closing out local municipal](#) as well as larger scale [FDOT projects](#) and are all fully aware of the scope and potential project issues for projects anticipated under this contract. Please find the organizational chart of our team as well as staff resumes to include all training, education, degrees, certifications/ licenses, and past similar project experiences and references. Many of the proposed team members have also had the opportunity to coordinate closely with the City of Hollywood on recent projects, including Mr. Luis Lopez, P.E., Engineering Services Manager, Mr. Jose Cortes, Director of Design & Construction Management, Ms. Azita Behmardi, P.E. City Engineer, and Project Managers: Rudy Damas, Dana Nelson, and Mark Johnson. These past relationships and work experiences will ensure we hit the ground running and complete this project as we have in the past, on-time and within project budget.

Our proposed project team and information pertaining to their past experiences, areas of expertise, and how they will contribute to the success of this contract can be found in the following sections.

Many of the proposed team members have also had the opportunity to coordinate closely with the [City of Hollywood](#) on projects, including Mr. Luis Lopez, P.E., Engineering Services Manager, Mr. Jose Cortes, Director of Design & Construction Management, Ms. Azita Behmardi, P.E. City Engineer, and Project Managers: Rudy Damas, Dana Nelson, and Mark Johnson.

ORGANIZATIONAL CHART



KEY PERSONNEL



CHRISTINA YERO, P.E.
SENIOR PROJECT
ENGINEER

Ms. Yero is a local Hollywood resident with over 16 years of diverse project experience in the industry. She has an extensive understanding of municipal projects including LAP, FDEP, and Grant funded projects, as she has served as the FDOT Broward Operations LAP Coordinator in District 4 for over 6 years. Her extensive knowledge and experience makes her invaluable as a team leader. She has worked with over 30 agencies throughout the state for projects in the abovementioned capacity and throughout the past year, she worked on a LAP project with Hollywood as SPE/PA alongside Mr. Luis Lopez, P.E. and Rudy Damas (441761-1-58-01 Avant Garde Safe Routes to School), bringing past working relationships for familiarity to this contract. Ms. Yero is committed to regularly reviewing project materials and assigned personnel with input from the City to ensure satisfaction with the job performance, maintaining LAP requirements are adhered to, and enforcing the contract to ensure the Contractor stays on task.



ANDRES ATEHORTUA, CBI
PROJECT ADMINISTRATOR

Mr. Atehortua has over 20 years of experience in CEI and Construction Management. A seasoned Project Administrator, his experience is also comprised of significant bridge replacement, rehabilitation, and coatings projects. Mr. Atehortua is very hands-on, leading his team with a “boots on the ground” effort. In addition, he is a licensed General Contractor, and his experience as a contractor provides him with special insight for solving problems to avoid construction delays and cost impacts. His roadway experience includes all facets with complete roadway reconstruction, drainage, widening, and milling and resurfacing. He has also had the opportunity to work with local South Florida agencies, currently and in the past, such as City of Riviera Beach, City of Lake Worth Beach, City of West Palm Beach, Palm Beach County, and many others.



NATASHA RYNNING
CONTRACT SUPPORT
SPECIALIST/RESIDENT
COMPLIANCE SPECIALIST

Ms. Rynning brings 4 years of dedicated CSS and RCS experience to this contract. She has an extensive understanding of federal project oversight and compliance procedures, as she has worked on many federally funded projects as the Resident Compliance Specialist in the last 2 years (LAP, FDEP, etc.). Ms. Rynning will ensure all uploads are handled for the City in a timely manner, and that the contractor understands their contractual requirements from the start, such as Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantaged Business Enterprise (DBE), CUFs, EOC Entry, and On-the Job Training (OJT) when applicable. She will verify compliance with the applicable federal wage rate provisions for all project construction personnel, the OJT schedule and approved positions for the trainees. She lives in Pembroke Pines therefore she will be locally available for project compliance and recently supported this team in this exact role for the successful completion of the Avant Garde project.



RALPHY DIAZ
APA/SENIOR INSPECTOR

Mr. Diaz has been managing projects of various scopes for over 17 years, with a focus in Project Management, Construction Engineering Inspection, Utilities, and Permits Coordination and oversight. Mr. Diaz has worked in the field for many years prior to becoming a project administrator, therefore, he fully knows how to relate field conditions to pay application reviews and quantities tracking and providing prompt suggestions to RFI's and field issues. As a Construction Engineering Senior ITS Inspector and ITS Project Administrator, Mr. Diaz has been able to complete projects on schedule, under budget and has performed these duties on behalf of agencies like Broward County and City of Riviera Beach and FDOT. Ralphy is a field leader with the ability to monitor, assess, and give direction based on field conditions and extensive past experience on projects with almost exact scope and elements we will encounter during this project.



TIFFANY TURNQUEST
SENIOR LANDSCAPE
INSPECTOR
AS NEEDED

Ms. Turnquest is a Florida Certified Landscape Inspector with over 25 years of experience with all facets of the landscape construction industry. Ms. Turnquest possesses strong knowledge in Landscaping and has excellent capabilities in planning and logistics, analytical thinking, time management, teamwork, and leadership skills needed to successfully work with and oversee the Contractor and field personnel. She is a very detailed oriented individual with exceptional project management skills and her goal is to provide comprehensive high-quality oversight on multiple projects. She will be able to promptly assess any conflict and prepare a timely, certified arborist report for these situations so the Contractor can promptly prepare a Change Order and the City can expedite review through the permitting department.



CHRISTINA YERO, P.E.

SENIOR PROJECT ENGINEER

Ms. Yero has 16 years of diverse project experience with past work in transportation design, bridge inspections, and CEI. She has an extensive understanding of FDOT policies and procedures, as she has worked directly with the FDOT LAP Construction group for two years in-house in District 5 and six years in-house in District 4. With past work experiences and specialized areas of expertise, she has been able to develop into a well-rounded and respected professional in the industry.

City of Hollywood, Avant Garde Safe Route to Schools LAP Project, FIN 441761-1-58-01; Cost: \$704,629 **Reference:** Luis Lopez, P.E., City Project Manager (954) 921-6759 • Senior Project Engineer/ Project Administrator– This project is to substantially improve the safety for students with the installation of new 5' wide concrete sidewalks in areas where they do not exist, totaling 13,225 linear feet in 26 different blocks within 0.71 mile of Avant Garde Academy of Broward. This project will benefit the school and community by eliminating gaps in areas adjacent to the school and will also increase connectivity on both sides of the roadway. Ms. Yero was responsible for communicating regularly with the City PM, managing the team, responding to RFI's from the contractor, analyzing change orders, hosting progress meetings, calling field meetings as necessary, and reviewing and approving contractor's monthly pay applications. 10/2022 – 8/2023

Town of Davie, Davie Road Phase 3 Roadway Improvements Project; Cost: \$5.8M

Reference: Abidemi Ajayi, P.E. Assistant Town Engineer (954) 797-1096 • Senior Project Engineer – Scope of services on this Broward County Surtax Funded project includes but is not limited to construction of a new landscaped median, sidewalks, drainage and electrical as well as milling, resurfacing, minor overbuild and reconstruction, and adding new pavement markings and signage to create a 4-lane divided roadway with paver walkways. Ms. Yero is responsible for communicating regularly with the Town Engineer, managing the team, running progress meetings, responding to RFI's from the contractor, analyzing change orders, and prepping/signing/sealing as-builts. 7/2021 - 10/2023

City of Hollywood, N 58th Avenue Resurfacing Project; Cost: \$615K **Reference:** Mark Johnson, Senior Project Manager (954) 921-3991 • Senior Project Engineer – The scope of services include but are not limited to rehabilitation and maintenance activities along N 58th Avenue from Johnson Street to Sheridan Street. Work includes storm drain upgrades, swale restoration, milling and resurfacing, new pavement markings and sidewalk replacement. Ms. Yero is responsible for communicating regularly with the City PM, managing the team, responding to RFI's from the contractor, and analyzing change orders. 6/2022 - 12/2022

Miami Shores Village, Multimodal Pedestrian Improvements LAP Project, FIN 438665-1-58-01; Cost: \$260K **Reference:** Chris Miranda, Public Works Director (305) 795-2210 • Senior Project Engineer/Project Administrator - This project included reconstruction and widening of the existing 5' concrete sidewalk to a 10' wide concrete sidewalk along the west side of the N.E. 2nd Avenue right-of-way and generally between N.E. 103rd St. to N.E. 111th St. Also included in the scope are ADA improvements to accommodate new crossing at the existing driveways and alleyway as well as the 111th St. intersection. Ms. Yero was responsible for managing the Contractor/CEI Team, running progress meetings, responding to RFI's from the contractor, responding to residents & businesses in reference to construction, vetting/analyzing change orders, corresponding with FDOT on behalf of the Village, preparing Monthly Progress Reports, reviewing/signing contractors pay applications, and maintaining contract documents. 2/2021 - 8/2021

FDOT District 4, Continuing Construction Engineering Inspection Support for Broward Operations Center, Contract: C9C31, Broward County, FL **Reference:** Ellen Daniel, P.E., Broward Operations Construction Manager (954) 958-7675 • Broward Operations LAP Coordinator and Contract Support Specialist - For all active CIGP and LAP projects within Broward county, attend pre-construction and progress meetings, conduct interim field reviews of the project's construction activity, review and approve construction related items for all reimbursement requests, review and approve change orders, and review all Blue Folder's prior to submittal to District Office. Additional support role includes collecting and assisting in review of the Broward Operations Center Monthly Weather Letter and Monthly

16 Years of Experience

Education

Bachelor of Science, Civil Engineering, University of Central Florida, 2009

Registration / Certifications

Florida Professional Engineer License No. 81239

Georgia Professional Engineer License No. PE048613

Engineer Intern, State of Florida – October 2009

TIN Y60010087

- CTQP Final Estimates Levels 1 & 2
- CTQP Earthwork Levels 1 & 2
- CTQP QC Manager
- FDOT Critical Structures
- MOT/TTC Advanced
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Gauge Safety / Hazmat
- Traffic Control Technician
- Traffic Control Supervisor
- Equal Employment Opportunity Training
- Technology Resource Awareness Certification Kit (TRACK) Training
- Zero Tolerance for Violence Training
- FEMA 100C



CHRISTINA YERO, P.E.

SENIOR PROJECT ENGINEER

Progress Report submittals for all active Broward County conventional projects. Previous to her current role, Ms. Yero served as a Contract Support Specialist in the Broward Operations Center for approximately one year, assisting with multiple projects (conventional and push-button) ProjectSolve/EDMS document control, monthly estimates, final estimates packages, handling project correspondence, attending and preparing progress meeting minutes and preparing project work orders. **Ms. Yero oversaw construction and closeout of over 50 Off-System and 2 On-System projects throughout her time with the Department; she received No Procedural Errors on all of her Final Estimates as an in-house CSS. 12/2015 - 11/2021**

Florida's Turnpike Enterprise, SR-91 Resurface Turnpike Mainline, MP 106.10 to MP 112.12, FIN(s) 436521-1-52-01 & 436521-3-52-01, Palm Beach County, FL; Cost \$11.2M Reference: Jaime Gomez, Turnpike Project Manager (954) 789-1383 • Contract Support Specialist - The improvements under this contract consisted of milling and resurfacing, guardrail, drainage and lighting improvements, culvert repairs and signing and pavement markings on Florida's Turnpike Mainline (SR-91) from MP 106.100 to MP 112.212, Exit 107 (SR 710/Beeline Highway) interchange and Exit 109 (PGA Boulevard) interchange in Palm Beach County. Ms. Yero was responsible for preparing meeting agendas and taking/distributing meeting minutes (Pre-Con, progress, pre-activity), all work orders and supplemental agreements, monthly estimates, response to QARs, checking PSSP, Bluebeam as-built plans, acquiring required forms from Contractor (Certifications, FDOT Forms, etc.), preparing final estimate. 7/2018 - 8/2019

City of West Palm Beach, CEI Services for 15th Street Beautification Project, LAP, FIN(s) 431652-1-58/78-01

Reference: Khanh Uyen Dang, P.E., City Project Manager (561) 494-1087 • LAP Specialist/Contract Support - The scope of the project included milling and resurfacing, construction of bulb outs, curbing and curb ramps, specialty pavement, bioswales, landscaping, trash receptacles, bike lane with acrylic coating and striping, along this 0.94-mile stretch of 15th Street from Australian Avenue to North Dixie Highway. Christina's role was to review and help prepare reimbursement requests and assist in the preparation of the final invoice/compiling the closeout documents for the Blue Folder. 11/2015 - 2/2016

City of Daytona Beach, CEI Services for Orange Avenue Mast Arm Traffic Signals, LAP, FIN 433263-2-58-01 Reference: David Bowden, Senior Project Engineer (407) 873-1905 • Contract Support - The project included reconstruction of traffic signals with mast arms including Accessible Pedestrian Signals (APS) along Orange Avenue. Ms. Yero was responsible for handling LAPIT requirements on behalf of the city and reviewing/preparing monthly reimbursement packages for the city, to submit to FDOT. 6/2014 - 11/2015

City of Kissimmee, CEI Services for Pedestrian Bridge over John Young Parkway & Shingle Creek Regional Trail, LAP

Reference: David Bowden, Senior Project Engineer (407) 873-1905 • Contract Support - The project included pedestrian accessibility improvements. Ms. Yero provided FDOT reimbursement oversight and ensured LAPIT entries were up to date. She also assisted in change order requests and correspondence on behalf of the city. 1/2014 - 11/2014

FDOT District 5, Construction Special Projects In-House Consultant Reference: Vincent Vacchiano, FDOT District 5 Construction Special Projects Manager (386) 943-5406; Jonathan Duazo, SunRail Public Transportation Manager (386) 943-5347 • LAP Contract Support Specialist - Ms. Yero served as an in-house District construction support consultant. Her expertise was with the Special Projects group, specifically the LAP and Stimulus projects. Her experience with FDOT included extensive project invoice reviews and processing, daily local agency support and correspondence, creating LAPIT software tutorials, and oversight and review of vital contract documents such as change orders, supplemental agreements, LAP agreements, time extensions, bid packages, and required FHWA forms for over 100 federally funded projects. 5/2011 - 5/2013

City of South Daytona, CEI for South Ridgewood Avenue, Oak Lea Drive and Big Tree Road/Magnolia Avenue Reference: David Bowden, Senior Project Engineer (407) 873-1905 • Contract Support Specialist - Duties included daily report reviews, weekly progress meeting minutes and agenda preparation, and invoice QC/preparation for the City to submit to FDOT for reimbursement. 1/2012 - 2/2013

NBIS Bridge Inspections Worldwide, Naval Facilities Engineering Command Reference: Benjamin Kenney, Project Manager (303) 514-6749 • Project Coordinator/CAD Technician - IDIQ contracts performing NBIS routine and underwater inspections of bridges and waterfront structures located throughout the USA, Australia, Cuba, Guam, Japan, and Spain. Each inspection required the preparation of an engineering report describing structure condition and recommendation for the maintenance and repairs. The inspection reports included a narrative description of the structure and narrative summary of the inspection results – including photographs, channel profile, load ratings, NBIS Inventory and Appraisal form, and cost estimate for repairs. Directly coordinated with Navy personnel throughout the project, organized submittals to the client, and successfully completed the final task orders ahead of schedule. 12/2009 - 11/2015



ANDRES ATEHORTUA, CGC/CBI

PROJECT ADMINISTRATOR

Mr. Atehortua is a seasoned professional with over 19 years of experience in CEI and Construction Management. As a Project Administrator, Mr. Atehortua brings a strong background in bridges, including complex bascule bridge rehabilitations with retrofitting of the existing structures and incorporation of new substructure and superstructure members, his experience also compile new driven-piling systems and foundations, bridge deck replacements, and steel sheet piling with soil anchors for retaining walls. Mr. Atehortua is also a Certified Bridge Inspector (CBI) and a Bridge Coatings Specialist. His roadway experience includes all facets with complete roadway reconstruction, drainage, widening, and milling and resurfacing. In addition, he is a licensed General Contractor, and his experience as a contractor provides him with special insight for solving problems to avoid construction delays and cost impacts. Andres's experience as both a CEI PA and his GC experience helps provide him with an unique perspective on constructability and maintenance plan reviews. In the course of his work with AE he is responsible for reviewing the plans of both current and future projects. He offers a unique insight on bridge related plan sets from his experience as a CBI.

City of Hollywood, Avant Garde Safe Route to Schools – SRTS Sidewalk LAP Project; FIN 441761-1-58-01, Cost \$704,629

Reference: Luis Lopez, P.E., City Project Manager (954) 921-6759 • Project Administrator – This project is to substantially improve the safety for students with the installation of new 5' wide concrete sidewalks in areas where they do not exist, totaling 13,225 linear feet in 26 different blocks within 0.71 mile of Avant Garde Academy of Broward. This project will benefit the school and community by eliminating gaps in areas adjacent to the school and will also increase connectivity on both sides of the roadway. 10/2022 – 7/2023

City of Lake Worth Beach, Park of Commerce Phase 2 Boutwell Road / 4th Ave North & 7th Ave North, LAP Project, FIN 442094-1-58-01, Palm Beach County; Cost \$2.6M

Reference: Julie Parham, City Project Manager (561) 586-1798 • Project Administrator – Scope included addition of two left turn lanes, (1) north of 2nd Ave. on Boutwell Rd. turning onto 4th Ave. W and (2) south of 7th Ave. on Boutwell Rd. turning onto 4th Ave. E. There will also be curb and gutter throughout the entire project, new 5' sidewalks on the east and west sides of Boutwell Road, shoulder stabilization, drainage, pedestrian lighting, and signing and pavement markings. Duties on this project included reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders, supplemental agreements, and drainage utilities coordination. 7/2020 - 7/2021

FDOT District 4, SR 786 / PGA Boulevard Over the Intracoastal Waterway Bridge Project; Cost: \$2.3M

Reference: Jon Droge, FDOT District Project Manager (561) 632-5768 • Project Administrator -The work consists of installing erosion control materials in the channel under the SR 786/PGA Boulevard bridges (Bridge Nos. 930349 and 930106) and replacing the submarine cable conduit that provides power and communication to the bridges' movable spans. 12/2021 – 8/2022

FDOT District 4, SR-844 / 14th Street Causeway over ICWW Bridge # 860060, FIN 441473-1-52-01, Broward County; Cost \$1.0M

Reference: Jon Droge, FDOT District Project Manager (561) 632-5768 • Project Administrator - The Improvements under this 105-day contract consist of Bascule bridge steel coating via SP 3 Power Tool cleaning, Class V painting on all concrete components, span-lock rehabilitation, and replacement of live-load shoes. Mr. Atehortua's responsibilities included but were not limited to; reviewing inspectors daily work reports and quantity calculations, reviewing contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements. 10/2021 –

19 Years of Experience

Education

BSME, 1999 –Pontifical Bolivarian University, Medellin, Colombia

Registration / Certifications

General Contractor License #

1523157

Certified Bridge Inspector, FL CBI #400

Safety Inspection of In-service Bridges (ALDOT)
TIN# A36300076

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Concrete Field Tech Level 1
- CTQP Concrete Field Inspector Level 2
- CTQP Drilled Shaft Inspector
- CTQP Earthwork Levels 1 & 2
- CTQP Final Estimates Levels 1 & 2
- CTQP Pile Driving Inspector
- CTQP Drilled Shaft Inspector
- CTQP QC Manager
- FDOT Critical Structures
- MOT/TTC Advanced
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Safety
- FEMA 100C, 200C, 700B, 800D
- SSPC C-3 Lead Paint Removal
- SSPC C-5 Lead Paint Removal
- SSI Open Water Diver
- SSPC Bridge Coatings Inspector (BCI) Level 2
- ACI Field Technician Level 1
- ACI Concrete Transportation Construction Inspector (CTCI)
- IMSA Traffic Signal Technician Level 1
- Certification for Bonded PT Field Installation (PTI)
- OSHA Construction Safety & Health Training



ANDRES ATEHORTUA, CGC/CBI

PROJECT ADMINISTRATOR

2/2022

City of Riviera Beach, Public Works Department

Reference: Terrence Bailey, P.E. Interim Public Works Director (561) 845-5000 T.Bailey@rivierabeach.org • Project Manager – Mr. Atehortua provides oversight on multiple infrastructure projects (Avenue O, Avenue H & Avenue M Neighborhood Improvements, and Yacht Harbor Manor Improvements; total construction costs approximately \$21M). All projects include water main replacement and connections feeding from the mainline to the resident's water meter boxes, storm drainage installations, roadway reconfiguration, new curb and gutter and sidewalk construction, sanitary sewer point repairs, and sanitary sewer lining (Avenue M did not include sewer). Responsibilities include procurement of permits, overseeing inspections and Contractor activities, resolving field issues, facilitating/responding to requests for information from Contractor's, attending progress meetings, reviewing, approving, and processing payment applications. 12/2020 – 4/2021

FDOT District 4, Brant Dr. Bridge Replacement over C-15 Canal from Oregon Ln to Avocet Road, Contract No. T4560, FIN 440043-1-52-01 Palm Beach County; Cost \$2.4M

Reference: Jon Droge, FDOT District Project Manager (561) 632-5768 • Project Administrator - The improvement under this contract encompasses the complete reconstruction of the approach roads and Bridge for Brant Drive. Relevant items included on the scope of work contract consist of include but are not limited to, bridge replacement (superstructure, substructure including piles), pavement concrete, drainage improvements, rip-rap and bedding stone along the canal-15 shore, misc. signing pavement markings bicycle/pedestrian paths, aesthetic lighting The scope of work also considers monitoring existing structures (inspection and settlement, vibration), tree protection & removal), and all the safety provisions to perform the proposed improvements along Brant Dr. Duties on this project include reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements. 8/2021 – 9/2022

Florida's Turnpike Enterprise, Bridge Painting No 870407 HEFT (SR 821) N/B Over SR 874, FIN 445307-1-52-01, Miami- Dade County; Cost \$842K

Reference: Pacifico Castillo, P.E., FTE Project Manager (954) 444-8050 • Project Administrator - This 142-day project is comprised of a two lane, 524-foot, 5 spans steel girder bridge on the heavily congested intersection of the Florida Turnpike and SR 874 (Don Shula Expressway). The scope of the project includes full existing coating blast removal and abatement via SP-10 "Near White Blast" utilizing an SSPC Guide 6- 2A containment and placement of an FDOT APL approved – 4 coat system application per FDOT 561. The project also includes miscellaneous concrete spall repairs. Duties include coordination with MDX and CSX, review of coding reports, reviewing inspectors daily work reports and quantity calculations, review of contractor pay applications, monthly estimates, change orders and supplemental agreements. 4/2021 - 9/2021

FDOT District 4, SR A1A / Blue Heron Bridge Fender Replacement, FIN 433888-1-52-01, Palm Beach County; Cost \$1.5M

Reference: Khosrow Gandjei, E.I., Construction Project Manager (954) 789-1383 • Project Administrator - This project consisted of the complete replacement of an existing concrete pile / timber wale fender system with a newly designed polymeric fender system with new reinforced thermoplastic piles and composite lumber wales. Duties on this project included reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements. 8/2019 - 6/2020

FDOT District 4, Spanish River Blvd Bascule Bridge over ICWW Bridge No. 930154 & 930226, FIN 432154-1-52-01, Palm Beach County; Cost \$2.4M

Reference: Khosrow Gandjei, E.I., Construction Project Manager (954) 789-1383 • Project Administrator - This bascule bridge rehabilitation project included Span Lock rehabilitation, structural pile rehabilitation with concrete grout-filled fiberglass pile jackets (44 piles) installation and full cathodic protection systems. Also, full lead abatement and painting of the bridge structural steel (SSPC SP-10) Surface preparation and placement of a 4-coat system. Span Lock rehabilitation, and replacement of 44 pile jackets with new structural fiberglass cathodic pile jackets with zinc anode. Duties on this project included reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements. 8/2019 - 3/2020



NATASHA RYNNING

CONTRACT SUPPORT SPECIALIST/RESIDENT COMPLIANCE SPECIALIST

Ms. Rynning is a hard-working, fast-learning professional with four years of experience in the Construction Engineering Inspection industry serving as a Resident Compliance Specialist, Associate Contract Support Specialist, and Document Control/Secretary. Ms. Rynning has experience working in Districts 1, 4, 6, 7 and Turnpike. She is responsible for maintaining documentation for Equal Employment Opportunity, Affirmative Action and Disadvantaged Business Enterprise requirements; weekly auditing and reporting on certified payroll; conducting monthly labor interviews; and monitoring compliance with the On-the-Job-Training requirements and uploading all documentation into the GAP program for FDOT. Throughout her time with AE, she has supported the marketing department and gained valuable experience performing document control on a Florida's Turnpike Enterprise projects. She has outstanding organizational and computer skills that include Word, Excel, InDesign, and others.

FDOT, District 1 TWO 21

Reference: Diosmara Williams, District Construction Compliance Manager (863) 519-2222 • In-House Resident Compliant Specialist – Ms. Rynning's responsibilities include ensuring the contractors are in compliance with EEO, DBE, WAGES and OJT requirements from project award to close-out in addition to uploading documents into EDMS/PSSP, preparing weekly EEO updates, monitoring bulletin boards, and attend pre and post construction meetings on the projects below. 02/2023 – 12/2023

- SR 35 (US 17), FIN 44514215201, Polk County; Cost \$5.87M
- SR 758, FIN 44155835201, Sarasota County; Cost \$3.58M
- SR 25 (US 27), FIN 44743715201, Polk County; Cost \$23.14M
- SR 64 (Manatee Ave) FIN 44155115201, Manatee County; Cost \$10.92M
- SR 683, FIN 44514415201, Manatee County; Cost \$30.24M
- US 92 (SR 600), Contract No. E1U22, Polk County; Cost \$2.87M

4 Years of Experience

Education

Bachelor of Arts in Liberal Studies, 2012, Florida International University

Registration / Certifications

TIN# R55263389

- CTQP Final Estimates Level 1 & Level 2
- Proficient in Microsoft Office Suite, Adobe Acrobat Pro DC, and In-Design
- LAP Certified
- EEO Contract Compliance

City of Hollywood, Avant Garde Safe Route to Schools – SRTS Sidewalk LAP Project; FIN 441761-1-58-01, Cost \$704,629

Reference: Luis Lopez, P.E., City Project Manager (954) 921-6759 • Resident Compliance Specialist/Contract Support Specialist – This project is to substantially improve the safety for students with the installation of new 5' wide concrete sidewalks in areas where they do not exist, totaling 13,225 linear feet in 26 different blocks within 0.71 mile of Avant Garde Academy of Broward. This project will benefit the school and community by eliminating gaps in areas adjacent to the school and will also increase connectivity on both sides of the roadway. 9/2022 – 6/2023

City of Fellsmere, New York Avenue Sidewalk, LAP Project; FIN 444314-1-58-01, Cost \$704,629

Reference: Mark Mathes, City Manager (772) 646-6303 • Resident Compliance Specialist/Contract Support Specialist – The scope of this project is to provide materials, machinery, equipment, labor and utilities to construct an 8' wide ADA compliant sidewalk from North Broadway Street to Willow Street, as well as a 6' wide ADA compliant sidewalk on Willow Street. This includes, but is not limited to: earthwork, subgrade, base, surface course, stormwater management and ancillaries needed to complete the specified construction. 9/2022 – 6/2023

Martin County, In-House Resident Compliance Specialist

Reference: Keith Baker, P.E., County Senior Project Engineer (772) 463-2848 • Resident Compliance Specialist – Under the supervision of the Capital Projects Administrator at the County, Natasha is responsible for management of all grant-funded projects and monitors projects with the required Contract Provisions Federal-Aid Contracts (FHWA 1273). She monitors and enforces compliance for all 4 elements of the FDOT program, EEO, payroll/wages – Davis Bacon Act, DBE and OJT. She also monitors project bulletin board throughout the project period for proper installation and required documents, posters and forms. She collects all required document submittals within the required timelines and uploads all required documentation into GAP in a timely manner. Projects: Salerno Rd Resurfacing US1 to Commerce 440242-1 SCOP; Salerno Rd Resurfacing SR76 to Willoughby 440299-1 SCOP; Dixie Hwy Resurfacing Monterey to 5th 441909-1 SCOP; Dixie Hwy GRP Sidewalk Ext 444345-1 LAP; CR 707 Beach Rd Resurfacing 435139-2 LAP; CR 708 Bridge Rd Resurfacing CR711 to US1 440811-1 LAP; CR 609 Guardrail 438343-1 LAP; St. Lucie Blvd Resurfacing 438348-1 LAP; Dixie Hwy Resurfacing Jefferson to Indian 438072-1 SCOP. 9/2022 – 12/2022



NATASHA RYNNING

CONTRACT SUPPORT SPECIALIST/RESIDENT COMPLIANCE SPECIALIST

Martin County, Murphy Road Bridge Replacement, LAP Project, FIN 436425-1-58-01, Cost \$4.5M

Reference: Keith Baker, P.E., Senior Project Engineer, Public Works Dept., (772) 463-2848 • Resident Compliance Specialist – This LAP project included removal and replacement of the bridge on SW Murphy Road, located over the SFWMD C-23 Canal (approximately 0.17 miles north of SW Island Way on SW Murphy Road). The work also included some roadway construction work at each end of the bridge. Ms. Rynning was responsible for acquiring/reviewing/submitting daily work reports, performing job site bulletin board checks, ensuring DBE participation commitments are entered into EOC, EOC entry of Bid Opportunity List, checking certifications of sublet work, checking prime and subcontractor's Certified Payrolls, OJT, attending progress meetings, and verifying all project files were entered into GAP in a timely manner. 3/2021 – 10/2022

City of Oldsmar, Oldsmar Trail Phase 6, LAP Project, FIN 415738-7-58-01, Cost \$1.5M

Reference: Daniel Simpson, P.E. City Engineer (813) 749-1262 • Resident Compliance Specialist/Contract Support Specialist - This federally funded Local Agency Program (LAP) Project includes construction of approximately ½ mile of 10-foot-wide asphalt shared use path with base, stabilization, and header curb along the North side of Douglas Road between Stevens Avenue and Racetrack Road. Additionally, the project calls for resurfacing on Douglas Road at Racetrack Road and drainage improvements to convert from a swale system to an underground system to accommodate the new path. Other elements include concrete and asphalt driveway apron reconstruction, sod placement, loop assemblies, and limited signing and pavement markings, and Utility Relocation. Duties include minutes for preconstruction and progress meetings (take/prepare/disburse); GAP uploads; Reimbursement package assistance in preparation/submission to FDOT (minimum quarterly); acquiring/reviewing/submitting daily work reports, performing job site bulletin board checks, ensuring DBE participation commitments are entered into EOC, EOC entry of Bid Opportunity List, checking certifications of sublet work, checking prime and subcontractor's Certified Payrolls, and verifying all project files were entered into GAP in a timely manner. 11/2021 – 9/2022

Polk County, Ariana St. Sidewalks, LAP Project, FIN 438266-1-58-01, Cost \$864,140.27

Reference: William Lorenzo, P.E., Polk County Project Manager (863) 581-1185 • Resident Compliance Specialist - This 252-day conventional project was in Polk County FL and funded by a Local Agency Program between FDOT & Polk County. Project included construction of 4 to 6-foot concrete sidewalks (4" thick) along the north side of Ariana Street from South Wabash Ave to Lotus Ave, minor sidewalk work on Ariana St at Westgate Ave, and the milling and resurfacing of two intersections (Ariana St at Lotus Ave and Ariana St at S. Grady Ave). Additionally, the project called for reconstruction resurfacing on Wabash Avenue and construction of sidewalks along Wabash Avenue for approximately 200-feet. The scope included sidewalks, type B stabilization, embankment, base, excavation, Type F curb, Cast in Place cantilevered retaining wall, steel pipe rail, drainage improvements, asphalt driveway reconstruction, sod, loop assemblies, permanent signing, and pavement markings. In addition, the coordination of multiple utilities through the corridor to avoid contractors delay and on time project delivery. Ms. Rynning served as a Resident Compliance Specialist and was responsible for acquiring/reviewing/submitting daily work reports, performing job site bulletin board checks, ensuring DBE participation commitments are entered into EOC, EOC entry of Bid Opportunity List, checking certifications of sublet work, checking prime and subcontractor's Certified Payrolls, and verifying all project files were entered into LAPIT in a timely manner. 6/2021 – 3/2022

Florida's Turnpike Enterprise, Bridge Painting No 870407 HEFT (SR 821) N/B Over SR 874, FIN 445307-1-52-01, Miami- Dade County; Cost \$842K

Reference: Pacifico Castillo, P.E., FTE Project Manager (954) 444-8050 • Associate Contract Support Specialist / EDMS Secretary - This 142-day project was comprised of a two lane, 524-foot, 5 spans steel girder bridge on the heavily congested intersection of the Florida Turnpike and SR 874 (Don Shula Expressway). The scope of the project included full existing coating blast removal and abatement via SP-10 "Near White Blast" utilizing an SSPC Guide 6- 2A containment and placement of an FDOT APL approved – 4 coat system application per FDOT 561. The project also included miscellaneous concrete spall repairs. Natasha's duties included reviewing the inspectors daily work reports, monthly estimate process, reviewing work orders and supplemental agreements, and using the PSSP system, document reference list, upload processes and procedures, and assisting in preparing timely responses to Quality Assurance Reviews (QAR) and Final Estimate tables for all certification tracking. 4/2021 – 9/2021



RALPHY DIAZ

APA/SENIOR INSPECTOR

Mr. Diaz has been managing projects of various scopes for over 17 years, with a focus in Project Management, Construction Engineering Inspection, Utilities, and Permits Coordination and oversight. Mr. Diaz is an ITS PA who moved up the ranks at 21 years old he was a field technician / Mechanic A for Con Edison of NY where he gained most of his vast underground and overhead experience. The last 5 years of his career in Coned he was promoted to Project Manager then district manager for the engineering and planning dept. As a Construction Engineering Senior ITS Inspector and ITS Project Administrator, Mr. Diaz has been able to complete projects on schedule, under budget and performing duties on behalf of agencies like Broward County and City of Riviera Beach and FDOT.

FDOT District 1, SE 28th St. from US 441 To 18th Terrace / Okeechobee, FIN 438057-1-52-01, Okeechobee County; Cost: \$1.2M

Reference: Barry Williams, Project Administrator (941) 807-6502 • Senior Inspector – The scope of this project includes the construction of sidewalks along the north side of SE 28th street. Mr. Diaz is responsible for the overall field supervision of field activities and staff. He ensures that precast structural concrete drainage structures and pipe installations meet specifications, and milling and resurfacing efforts are completed effectively and appropriately. He also oversees inspection staff and works alongside the contractor to mitigate any issues. 06/2023 – 1/2023

FDOT District 1, SR 78 Sidewalks, FIN 437088-1-52-01, Glades County; Cost: \$1.3M

Reference: Dennis Day, FDOT Construction Manager (863) 491-1802 • Senior Inspector – The scope of this project includes the installation of five-foot sidewalks with a retaining wall along the south side of SR 78 from Access Road to Ben Street and from Chobee Street to Lake Drive and from Linda Road to Buckhead Ridge RV & Boat Storage. Other improvements include signing and pavement marking and drainage improvements. Mr. Diaz is responsible for day-to-day operations, overseeing the installation of the retaining wall, and ensuring that everything outlined in the scope meets specifications. He also oversees inspection staff and works alongside the contractor to mitigate any issues. 01/2023 – 07/2023

Broward County Transit, Transit Bus Maintenance Facility Bus Lift; Cost \$1.86M

Reference: Arethia Douglas, Assistant General Manager (954) 802-8460 • *Consultant County Project Manager* – The scope of this project included the construction and installation of 2 new 3-scissor version Eco 90 Bus Lifts as manufactured by Sterling Koni or approved equal. Customized 2 new pits to accommodate the needs of the lift. Mr. Diaz was responsible for providing job oversight and inspections for 2 customized reinforced pits to accommodate new lifts, along with the installation of new mechanical exhaust vent hoods for 2 maintenance bays. He also provided inspections on the electrical feed to new exhaust vent hoods and 2 new lift consoles and inspections on all structural reinforcement. He oversaw plumbing relocation of the overhead storm drains inside the maintenance building due to minimum clearances needed to be met and the structural slab built. Additionally, Mr. Diaz provided detailed work reports and pictures of the job. 12/2022 – 05/2023

Broward County Transit, Shelter Program Project, Broward County; Cost \$345K

Reference: Arethia Douglas, Assistant General Manager (954) 802-8460 • *Consultant County Project Manager* – The project scope includes constructing structural ADA shelter pads for new bus shelter installations in the Unincorporated area of Broward County. Mr. Diaz is responsible for providing job oversight and contract supervision of MOT setup, keeping quantities of the total project, overseeing the QC performing inspections on densities of the sub-base, base, and concrete testing prior to placement. He also performs inspections on structural steel for shelter pad, ADA inspections, and provides detailed work reports and pictures. 06/2022 – 10/2022

Broward County Transit, Ravenswood Electrical Bus Infrastructure Project, Copans Facilities Bike Storage/Office Trailer, Copans Facilities Gate Operators on the Blount Road North Entrance, Costs: \$2.8M & \$139K

Reference: Arethia Douglas, Assistant General Manager (954) 802-8460 • *Consultant County Project Manager* – Duties under these projects included Complete Field oversight of different task work orders throughout Broward County Transit and its facilities. Mr. Diaz

17 Years of Experience

Education

College of Aeronautics, New York 2003 - 2005

Richmond Hill High School, New York, NY 1997 - 2001

Registration / Certifications

TIN# D20072083

- CTQP Asphalt Paving Levels 1 & 2
- CTQP Earthwork Levels 1 & 2
- CTQP Final Estimates Levels 1 & 2
- FDOT Concrete Field Tech Level 1
- FDOT Concrete Field Inspector Level 2
- CTQP QC Manager
- FDOT Critical Structures
- MOT/TTC Advanced
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- ACI Field Testing Technician Grade 1
- ACI Level 2
- IMSA Traffic Signal Technician Level 1 & 2
- IMSA/FOA Certified Fiber Optic Technician (CFOT)
- Nuclear Radiation Safety /



RALPHY DIAZ

APA/SENIOR INSPECTOR

was responsible for Oversight, consulting, and inspection duties for the close out items of the Electrical Bus infrastructure at Ravenswood facilities; Oversight, consulting and inspection coverage for a office trailers reinforced 8" 80*60 concrete pad; and the oversight, consulting and inspection coverage for the installation of 100-amp 480/277 volt Electrical main feed to a step down transformer to 120/208 volt to service the (6) 60 amp 225 amp sub panel that feeds (6) 40*8 HVAC Bike storage/Office trailers at Copans Bus maintenance facility. 03/2021 – 05/2022

FDOT District 1, Adaptive System on US 27 From Highlands Ave to Sebring Pkwy, FIN 440225-1-52-01, Highlands County; Cost \$ 2.2M **Reference:** Stacy Hill, Project Manager (863) 991-4130 • *Senior ITS Inspector* -This project includes the design, procurement, installation, and testing of new traffic control devices, new ITS devices, and an ASCT System on US 27 in Sebring from Highlands Avenue to Sebring Parkway. The Project length is approximately 5.7 miles. Duties included installing conduits, pull boxes, adaptive signal control technology (ASCT) and ITS devices on US 27 (14 intersections). Fiber optic interconnect to signals and Fire Station that included the replacement of select signal controller cabinets and cabinet bases. Enhanced vehicle detection and CCTV cameras at intersections. Cloud-hosted ATMS/ASCT system software as a service. Also, developing new ASCT signal timings and internet connection at Fire Station for system communication. 01/2021 – 04/2021

Broward County Transit, Electric Bus Charging Infrastructure at Ravenswood, TRN2121459C1, Broward County; Cost \$2.7M **Reference:** Arethia Douglas (954) 357-8375 • *Consultant County Project Manager* – The scope of service for this project includes installation of a new electrical room, electrical infrastructure for electrical Bus, Electrical communication wiring from power blocks to electrical charging dispensers, Data wiring ethernet and fiber for both security cameras and fire alarm systems, fleet vehicle charging stations, a solar canopy structure, installation of a reinforced generator concrete slab. Responsibilities include overseeing QC testing for Earthwork and concrete testing, perform structural, electrical inspections per plans, enforcing contractor compliance of the contract, plans and specifications, ensuring compliance of the county approved shop drawings and submittals. Monitoring contract quantities, equipment hours, staffing, and security for site access. 03/2021 – 12/2021

Broward County Transit – Ravenswood 731 kw Solar System Installation TRN2121459C1 Work Order Driven Contract **Reference:** Construction Project Manager, Shiao Ching Low (954) 357-5967 • *Consultant Project Manager* - Mr. Diaz provided supervision and oversight of this operation for Broward County Transit Facility. Supervised all Fall protection safety measures per OSHA regulations on working on the roof of the facility. Installation of mounting hardware for the solar panels and inverters. Installation wiring trays and DC rated wiring for the generation of DC electric off the solar panel system into the properly sized inverters in which turned electric into a 3 phase 4 wire 480/277 Volt system wiring back into the existing 4000-amp MDP (main distribution panel). Oversaw the installation of data monitoring cabinet that was wired up per manufactures installation manual Using cat 6 wiring for the communications between the inverters and cabinet. Provided Daily Work Reports, Quantities, pictures and coordinated with Broward County IT and security departments for final connections. As well as oversaw city electrical inspections, fire inspections, and FPL inspections for the bidirectional meter release. 01/2021 – 12/2021

Broward County Fleet Services, TWO Underground Fuel Tank Replacement, FIN 596000531, Broward County; Cost \$328,975 **Reference:** Construction Project Manager, Eric Rush (954) 682-9063 • *Assistant Project Manager* – Mr. Diaz provided critical insight, inspections, and oversight of the removal 2 10,000-gallon tank, a 6,000-gallon fuel tank and the abandoned in place of a 3rd fuel tank. The Wet setting of (2) 12,000-gallon new fuel tanks and all other associated electrical, plumbing, earthwork, and civil restoration of the concrete pads. Guided the clearing of the existing conduits pulling new wiring for interstitial sensors, fuel pumps rigid steel conduits and wiring, ensuring connections and proper phasing is completed. 02/2021 – 03/2021

Construction Inspector / Assistant Project Manager for Broward County **Reference:** Arethia Douglas, Broward County Transit Department (954) 357 8375 • *Assistant Project Manager* - Mr. Diaz duties included managing, inspecting, providing guidance, and overseeing the construction of FPL Utilities behind the right of way (ROW) line on Broward County Bus Terminal at 5440 Ravenswood Dr, Dania Beach. Assisted with the installation of a 13 KV Pad-Mounted Switch gear, installation of a 6700 lbs. Feeder Splice Box, trenching & installing FPL conduits of (4) 6" conduits for 465' from the ROW of line and A 2500KVA pad mount transformer that will step down the voltage from 13KV to 277/480 volts for electric charging stations for the terminal. 01/2020 – 12/2020



TIFFANY TURNQUEST

SENIOR LANDSCAPE INSPECTOR / CERTIFIED ARBORIST

Ms. Turnquest is a Florida Certified Landscape Inspector with over 25 years of experience with all facets of the landscape construction industry. Ms. Turnquest possesses strong knowledge in Landscaping and has excellent capabilities in planning and logistics, analytical thinking, time management, teamwork, and leadership skills needed to successfully work with and oversee the Contractor and field personnel. She is a very detailed oriented individual with exceptional project management skills and her goal is to provide comprehensive high-quality oversight on multiple projects.

FDOT District 1, Landscaping at I-75 (SR 93) at Corkscrew Road Interchange, FIN 406225-7-52-01, Lee County; Cost \$1.2M

Reference: Jeffrey James, FDOT Project Manager (813) 399-7317 • Senior Landscape Inspector – The scope of this project included landscaping and irrigation. Ms. Turnquest monitored irrigation installation including well drilling and boring. She tagged exotic invasive material for removal in the area designated for clearing and grubbing. Provided daily monitoring of the project and inspected all tree and plant material to ensure that the contract specifications are met as well as the Florida Grades and Standards. She ensured that proper planting procedures were adhered to and verified pay app quantities for accurate billing. 03/2023 – Ongoing

FDOT District 1, Landscaping and Irrigation Installation at I-75 at County Road 840 (Alico Road) Interchange, FIN 440240-1-52-01, Contract E1T51, Lee County; Cost \$1.2M

Reference: Jeffrey James, (813) 399-7317 • Senior Landscape Inspector - Responsible for overseeing the irrigation and landscape installation. Performed nursery visits with the landscape architect of record and contractor. Inspected all installed irrigation components per the drawings and inspected all trees, palms and plant material to verify that they are Florida #1 per the Florida Grades and Standards and approved submittals. Reviewed pay apps as required to verify billing accuracy. Provide daily reporting with project pictures for weekly submittal to the PA. 06/2022 – 04/2023

FDOT District 1, I-75 Landscaping at SR 82/SR 29 Roundabout, FIN 430849-2-52-01, Collier County; Cost \$160K

Reference: Jeffrey James, FDOT Project Manager (813) 399-7317 • Senior Landscape Inspector – Ms. Turnquest's duties included monitoring landscape installation and making certain that proper planting procedures were adhered to. She inspected trees and plants to ensure that the contract specifications were met as well as the Florida Grades and Standards. Additionally, she verified quantities and confirmed that proper MOT was established, and safety procedures were followed. 06/2022 – 07/2022

FDOT District 1, I-75 Landscaping at US 98/441 Roundabout at SE 18th Terrace, FIN 438902-2-52-01, Okeechobee County; Cost \$160K

Reference: Donna Carver, FDOT Project Manager (863) 993-5437 • Senior Landscape Inspector – Ms. Turnquest was responsible for monitoring landscape installation and ensuring that proper planting procedures were adhered to. She also inspected trees, plants and turf to ensure that the contract specifications were met as well as the Florida Grades and Standards. Additionally, she verified quantities and made certain that proper MOT was established and safety procedures were followed.

FDOT District 5, Landscaping at I-95 and SR 524; Contract: E57A2

Reference: Kelly Moss, (321) 634-6117 • Senior Landscape Inspector – In charge of overseeing all landscape installations. Duties include verifying quantities and tree installations in accordance with the plans, checking that trees are Florida #1 or better according to the FL Grades and Standards, ensuring all installations meet the plans and specifications, and provide daily reports as required in SiteManager. 02/2022 – 04/2022

25 Years of Experience

Education

Certified Horticulture Specialist,
Palm Beach State College

Certified Landscape
Maintenance & Management,
Palm Beach State College

Registration / Certifications

- CTQP Earthwork Construction - Level 1
- CTQP Final Estimates – Level 1
- MOT/TTC Advanced
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- ISA Certified Arborist
- ISA Advanced Pruning (Scheduled)
- FGNLA Certified Landscape Contractor (Pending)
- Certified Landscape Inspector
- Certified Pest Control Operator
- FEMA 100C, 700B

Skills

- Landscape Knowledge and Experience
- Collaboration and Teamwork
- Planning and Logistics
- Time Management
- Analytical Thinking



TIFFANY TURNQUEST

SENIOR LANDSCAPE INSPECTOR / CERTIFIED ARBORIST

FDOT District 5, Landscaping at I-95 and SR 404 Pineda Causeway Interchange; Contract: E56A5 **Reference:** Kelly Moss, (321) 634-6117 • Senior Landscape Inspector – In charge of overseeing all landscape installations. Duties included verifying quantities and tree installation in accordance with the plans, checking that trees are Florida #1 or better according to the FL Grades and Standards, all installations meet the plan specifications, and report daily as required in SiteManager. 11/2021 – 02/2022

Town of Davie, Davie Road Phase 3 Roadway Improvements Project; Broward County **Reference:** Abidemi Ajayi, P.E. Assistant Town Engineer (954) 797-1096 • Senior Landscape Inspector – Scope of services on this Broward County Surtax Funded project includes but is not limited to construction of a new landscaped median, sidewalks, drainage and electrical as well as milling, resurfacing, minor overbuild and reconstruction, and adding new pavement markings and signage to create a 4-lane divided roadway with paver walkways. Ms. Turnquest will be responsible for monitoring 100+ tree relocations, verify reestablishment, oversee new landscape installations, and ensure Landscape Plan and County permits are followed. Tiffany's position is as needed, starting during Phase 3. 09/2021 – 08/2022

City of Lake Worth Beach, Park of Commerce Phase 2 – Boutwell Road/4th Ave North & 7th Ave North, LAP Project, FIN 442094-1-58-01, Palm Beach County; Cost \$2.6M

Reference: Julie Parham, City Project Manager (561) 586-1798 • Landscape Inspector – Scope included the addition of two left turn lanes, (1) north of 2nd Ave. on Boutwell Rd. turning onto 4th Ave. W and (2) south of 7th Ave. on Boutwell Rd. turning onto 4th Ave. E. There will also be curb and gutter throughout the entire project, new 5' sidewalks on the east and west sides of Boutwell Road, shoulder stabilization, drainage, pedestrian lighting, and signing and pavement markings. Ms. Turnquest performed landscape CEI to ensure plan compliance with design specifications and performed monthly establishment inspections to ensure long-term landscape installation success. 07/2020 – 08/2021

FDOT District 1, Landscaping Stormwater Ponds SR 80 W Hickpoochee from Capt. Hendry Drive to Lashley Street, Contract C9P31, TWO 45, FIN 443938-1-52-01; City of LaBelle, FL

Reference: Justin Figured (863) 843-5013 • Senior Landscape Inspector - Project scope consisted of installation and establishment of landscaping at the city ponds. Tiffany was working directly with the Design Landscape Architect, FDOT and the contractor to ensure the Landscaping/Irrigation met the plan specifications. 07/2020 – 10/2020

NANAK'S Landscaping • Chief Operating Officer - Oversaw all aspects of the corporation and management team. Managed all company operations. Developed and maintained the company's vision and culture. Created short term and long-term strategies to ensure targeted growth and profits. Created weekly measurables for accountability by department. 05/2016 – 02/2020

NANAK'S Landscaping • General Manager - Oversaw day to day operations of the lawn maintenance, landscape construction and horticulture divisions. Reviewed and approved final pricing of all landscape construction projects. Priced and approved Lawn Maintenance bids. Maintained budgets and improved overall profitability and performance of multiple divisions. Drove quality through accountability, training, and incentives. She optimized expenses, created policies, procedures, and training. 1998 – 05/2016



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

YERO, CHRISTINA

4831 FILLMORE ST.
HOLLYWOOD FL 33021

LICENSE NUMBER: PE81239

EXPIRATION DATE: FEBRUARY 28, 2025

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TAB E

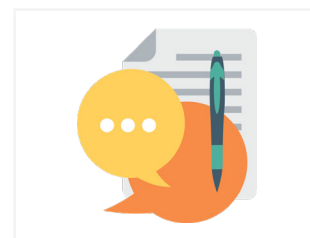
APPROACH TO
SCOPE
OF WORK

APPROACH TO SCOPE OF WORK

AE Engineering, Inc. (AE) is committed to providing **Absolute Excellence** in our services to the City of Hollywood. At AE, we have achieved excellent customer service by prioritizing being **proactive, responsive, and transparent**.

Our team will work **proactively** to mitigate construction and public information issues through appropriate planning and extensive preparation. Using our team's knowledge and expertise from past projects and lessons learned, we can identify potential problems and implement the appropriate strategy to address any issue and prevent unnecessary impacts on the community and the projects.

We will **respond** to all issues and inquiries promptly and professionally whether originated from the City's offices or directly from the public. Our team has extensive experience coordinating with stakeholders and property owners on similar sidewalk improvements projects. We begin our public information efforts by conducting door-to-door outreach with our PA and Senior Inspector prior to construction. We visit every affected stakeholder along each corridor to obtain contact information and establish a direct relationship amongst the personnel they can communicate with on-site daily (Inspection) or through outreach via phone or email (PA). We use this approach to provide the property owners with a solid and responsive reference and make each stakeholder feel like they have an avenue to support any direct impacts they may endure. We keep affected entities informed of upcoming operations that will directly affect them in a timely manner to mitigate complaints and alleviate unknowns to the locals. Awareness and communication are critical for successful public engagement!



We will maintain **transparency** and open lines of communication with City Representatives and keep the City's Construction Project Manager informed of all project issues. We know from our experience that **communication is the key to keeping issues from escalating**. Our Project Administrator (PA) will maintain weekly status reports and utilize the Project Monitoring Status Report to prepare a detailed monthly Construction Status update for the City's Construction Project Manager, as well as any internal distributions as desired by the City. This report is required monthly for all LAP projects and submission to the FDOT LAP Coordinator for Broward Operations, Ms. Adriana Cefalo. Preparing it on behalf of the City will provide a multi-function tool to provide general project progress and fully up-to-date time and cost information for reference and distribution while also ensuring it's complete for the Department. Our approach to transparency is founded on a partnering relationship with the Contractor. We will host the preconstruction meeting with all parties (City, Contractor, FDOT, EOR, any others as deemed necessary by the City) prior to the start of construction to review City expectations and identify special concerns so these can be responded to and potentially avoid immediate RFI's or early Change Order requests.

We will maintain transparency and open lines of communication with City Representatives and keep the City Engineer and any assigned City Project Managers informed of all project issues.

The efforts outlined above will ensure the projects remain on track and within budget and that quality service is being provided to the City of Hollywood and its local community.

QUALIFIED AND PREPARED STAFF

The fundamental requirement for successful projects is qualified staff with the necessary skills and experience. In addition to extensive experience with similar types of projects, our proposed staff maintain the necessary qualifications and certifications for the projects and bring team cohesiveness from recently completed projects in the local surrounding area **as well as with the City of Hollywood**.

AE has a wealth of resources, and our staff is provided with effective tools to successfully complete their assignments. Our Senior Project Engineer (SPE), **Christina Yero, P.E.**, will regularly review assigned personnel with input from the City to ensure the City's satisfaction with our performance and adjustments will be made based on any input received.

Our inspection staff has mobile offices, equipped with **the latest technology** allowing full access to all available resources for prompt problem resolution and effective communication. Field staff will be equipped at all times with reliable laptops, cellular, portable wireless jet packs, digital cameras, and all measuring with tools necessary to monitor the project plans, specifications,

City standard details, and inspection guide lists to ensure the contractor's work meets Contract and Code requirements. Other tools used successfully by our staff include applications like GoToMeeting and Microsoft Teams apps as well as video collaboration software to allow improved communication on technical matters and timely resolution. Our team's preparation also includes a thorough review of the projects, including the plans and all available engineering documents and details prior to the start of construction. Our team will structure a project specific plan to identify the critical hold points and potential areas of conflict. This proactive preparation allows our team to be ready from day one.

Our goal is to identify and resolve issues early to minimize claims and change orders and ensure the projects stay on schedule and within the allowable budget. Our priority is to **know the contract**; this will allow us to enforce it accordingly and ensure the contractor abides by the requirements of the contract documents and builds a quality product for the City. The entire proposed team is familiar with the project scope and locations, as *many of the proposed team members recently completed the Avant Garde Sidewalks LAP Project with FDOT District 4 and worked closely alongside Mr. Luis Lopez, P.E. and Mr. Rudy Damas* for the past year, coordinating pre-construction efforts and GAP setup, construction oversight, community outreach as necessary, and saw the project through final completion and supported in FDOT closeout requirements.

The **scope of work** under this contract includes full CEI services for construction administration, inspection, verification testing as required as well as overseeing the contractor is following their QC Plan for this Local Agency Program (LAP) funded project. The 400-day anticipated contract includes installation of a shared bike path on North 58 Avenue from Johnson Street to Taft Street as well as sidewalk construction at project locations outlined in Section 3.3 of the RFQ.

Below are the key elements and features specific to the scope of this project and our approach and methodology to address identified issues based on lessons learned and past experience.

Coordination of access to private properties and driveways will be necessary throughout the project limits. Also, as we have seen on recent City projects, coordinating with the property owners on harmonization of existing features (driveways pavers, swale enhancements, stone or gravel, sod, mailboxes) that may not have been considered in the construction drawings is essential to ensuring continuous work activity. Proactive communication with the City and EOR as well as residents on accessibility to properties is critical, ensuring all commuters and roadway and sidewalk users are familiar with the construction sequence and closures as to maintain a continuous operation. Adequate coordination of vehicle parking along unidentified parking areas so that the public complaints are minimized and resolved at the field level and with appropriate notices is also key. Our PA, Andres Atehortua, and SI, Ralphy Diaz are well versed on this type of projects and have developed strong capabilities for this outreach, coordination, and communication with residents in recent past work experiences throughout various cities (LAP Projects and City projects). Familiarity with the City's parking ordinances and permit enforcement along with local traffic patterns, resident concerns, and similar impacts will be a strength our team can bring for proactive resolution on this project.

A common challenge we have seen in past similar projects is being able to adjust the **proposed improvements to the existing conditions**/private property grades and ensure proper transitions without compromising the City's contract intent. Our team can provide expeditious assessments and cost-effective field adjustments to obtain positive drainage along these grade connections and matching points along the public Right of Way (ROW). Mr. Diaz is a field leader with the ability to monitor, assess, and give direction based on field conditions and extensive past experience on projects with almost exact scope and elements we will encounter during this project.

Pre-construction documentation via photos/videos and property tracking logs are a key element to ensuring any change order requests stay under control, RFI's responses and resolutions are prioritized, pre-activity meetings, and any necessary plan revisions or modifications are addressed proactively so as not to delay the project. Documenting existing features including but not limited to water valves, water meters, fire hydrants, bollards, power poles, traffic signage, and trees may have been captured at initial design but may have changed since. As these plans were developed quite recently, we do not anticipate many discrepancies however we will ensure all these efforts are completed even before the project starts to avoid any challenges.

The plans indicate typical allocated **milling and resurfacing** areas along the front of the proposed driveways. Typically, these areas are affected by poor consolidation of the existing base and the grades must be corrected in order for the intended transitions to work. Our Senior Inspector is able to quickly relate and evaluate the field conditions to the plans and layout proposed for specific locations, offering accurate field reports and effective field adjustments.

Understanding of the selective **clearing and grubbing** (disposition of existing landscape) indicated in the plans, proper protection of existing trees to remain, and final disposition of existing landscape features is key to ensure timely work progress. Prompt tracking and coordination with the private property owners on the final disposition of existing landscape items is also important to ensure residents awareness and City approvals. We acknowledge the responsibility of representing the City amongst the community and know from recent experience that any conflicts for which additional removals may be necessary will require special/professional assessments of the existing trees by a certified arborist for any permit modification approvals by the City. We have included a Senior Landscape Inspector as part of the team, should the need for it arise. **Tiffany Turnquest** is a certified arborist and will be able to promptly assess any conflict and prepare a timely, certified report to assist the City on processing any permit required. Timely, professional response is our goal to ensure the project stays on time. ***We have proven we are able to successfully accomplish this in past recent projects for the City and with the added measure of a certified arborist on call for this project, we aim to continue this ability at a cost savings to the City.***

Ensuring the **concrete** sidewalk installations and curb ramps throughout are poured per Broward County Specifications (6" thick) and LAP Big 3 Specifications, meet ADA slope requirements, and verifying along the SR-7 (US 441) intersections that these all comply with the FDOT ramp provisions and ADA requirements will be key to ensure no modifications are needed and that all parties accept the work upon final inspection. Ensuring ADA compliance is met with cross and longitudinal slopes when matching the elevations of EOP and/or existing sidewalks with 6" curbs in short distances can be challenging, however it is something that is workable within the contract documents and is something Ralphy has extensive past experience within his recent work on Broward County projects. Communicating issues from the field to SPE, PA, and EOR is also key in getting any issues resolved in a timely manner. We see in the plans Note 10 on each sheet states there will be no change order for ADA compliance, so we will make sure we are guiding the Contractor in the field proactively and communicating effectively. Our APA/ SI is fully bi-lingual in English and Spanish so there should be no communication barriers amongst Contractor and CEI.

Per FDOT Specifications and as we have encountered on past sidewalk improvements projects, there may be areas encountered where the **new sidewalk and edge of pavement are adjacent creating a drop off**. As an example, we noted on sheet C406, the sidewalk from Sta. 0+26.32 through 1+50.00 may require a curb for protection of pedestrians/to follow specifications and alleviate this condition. ***We have successfully addressed this exact scenario on a recent LAP Project with the City of Hollywood and were able to acquire FDOT Approval for the changes to include curb and gutter as needed in these areas such as this one.*** The plans and contract unit prices already consider curb type D and type F and also valley gutter. We would recommend the same resolution method for these areas maintaining a good tracking of the paytiems overruns and under-runs.

Per plans, the contractor shall **coordinate with Utility Owners** to promptly address the adjustments of any features conflicting with the proposed improvements.. This will require diligent proactive coordination to avoid delays in construction. AE and especially our field leader, Mr. Diaz, will ensure prompt coordination is being addressed and support communication with the utility owners for any guy wire conflicts of the existing poles. Ralphy has served as a utility coordinator previously and brings extensive understanding of the coordination required, steps needed to be followed from the plans and from prior experience and will ensure this is being done to effectively support the project.

APPROACH TO LAP PROJECT REQUIREMENTS

- ☑ **Public Awareness/Outreach:** Provide **continuous public information and outreach** throughout the duration of the projects.
 - Meet with the City Project Manager prior to construction to develop a **project specific plan**
 - Send regular project notifications and updates to our Construction Project Manager and any City personnel desired for use/sharing
 - Attend special meetings as necessary (HOA, City Commission, etc.) to ensure the public is properly engaged and informed
- ☑ **Maintenance of Traffic**
 - Ensure a well-planned MOT is developed that meets City's objectives (baseline



- schedule to follow approved MOT phasing)
- Meet FDOT/MUTCD requirements
- Minimize impacts to the public and business owners
- Daily on-site reviews of MOT for safety and clarity for all road users, motorists and pedestrians alike
- Provide a weekly Lane Closure Reports to the LAP coordinator and mainly during impacts to the SR 7 (US 441) traffic

☑ **Oversee Contractor Operations**

- Conduct a pre-construction meeting and bi-weekly progress meetings
- Conduct pre-work meetings for all construction activities (i.e., MOT, concrete sidewalk, and bike lane construction)

☑ **Inspection and Materials**

- Take project videos and pictures prior to construction and after final acceptance
- Perform construction inspection services and maintain Daily Work Reports per LAP requirements
- Obtain weekly progress photos and aerial photos by drone
- Perform and maintain records of materials testing and materials certifications

☑ **CPM Schedule Review**

- **Provide baseline detailed schedule review**
- Provide monthly schedule updates

☑ **Contractor Payroll/Contract Compliance**

- Ensure timely/accurate Equal Employment Opportunity (EEO) reporting, field reviews, and on-the-job training (OJT) which is anticipated due to construction budgets for both projects
- Ensure Contractor Payroll compliance

☑ **Final Inspection & Project Close-out**

- Complete final inspections with City
- Provide final material certification
- Maintain electronic record as-builts using Bluebeam (or other City required software)
- Complete and upload final project documents/records
- Prepare offer of final payment
- Obtain certification of final estimate and assist with submission into GAP

We have the ability to develop, manage and meet the requirements of the project schedule as we independently develop a critical task to achieve the timely completion of each project and ensure the required reporting functions to ensure the success of the contract.

From our hands-on experience, we are prepared to work with the City to ensure this contract is efficiently executed. Some of the key CEI and administrative functions we will perform include, but are not limited to:

Initial Kick-Off Meeting - Prior to the Pre-Construction meeting, we will propose a Kick-Off Meeting with the City's Construction Project Manager. The CEI project management expectations and all compliance and inspection requirements will be discussed, and any questions or concerns will be addressed. We will discuss expectations regarding the use of City resources and documentation, GAP access verification, and review of LAP Materials/Testing requirements.

Design Hand-off meeting - After the Notice to Proceed, a design hand-off meeting will be held with the City and the Engineers of Record. This meeting will be used to clarify design intent, discuss City priorities, and discuss items requiring additional clarification based on our review of the scope and the available plans.

Pre-Construction Meeting - Schedule, attend and manage the Pre-Construction Meeting – key points of discussion will include MOT, the change order/RFI/shop drawing review process, review of Contractor's Submittals, Pay Application submission requirements, compliance requirements, material approval process, and other items per the City's input.

Schedule Review - The timely submittal, review, and acceptance of a Contractor's baseline CPM schedule is critical to the success of each project. Our staff has the expertise to complete these reviews and to ensure a logical and realistic baseline schedule. We will review the schedule and evaluate the durations required for the contractor to successfully complete their duties. We will ensure that the schedule is developed to represent the City-approved MOT phasing.

AE will proactively identify potential problems and derive solutions in preparation for contractor questions or valid design conflicts, prior to Pre-Construction meeting.

Weekly Progress Inspections and Photos - The CEI staff will perform daily progress inspections and prepare weekly progress inspection and progress photo reports that will be emailed to the City's Project Manager and stored in GAP and SharePoint. A licensed drone operator will also be used to document project progress at the main construction milestones.

Monthly Project Monitoring Status Reports - The CEI staff will create the monthly FDOT-required Project Monitoring Status Reports using information obtained from our weekly progress inspections. These will be emailed to the City's Project Manager for review and execution and then forwarded to the Broward Operations LAP Coordinator on behalf of the City, as well as uploaded to GAP as required.

Change Order Analysis and Review - The AE team has personally negotiated change orders to the satisfaction of all parties on countless projects and will ensure the proper backup and justification are included in each change order. Our team will assess each issue and determine entitlement, that the pricing is fair and equitable, and that the change orders meet City requirements. Our PA will review and recommend approval to the City Project Manager and support the submission for FDOT review and concurrence prior to the completion of work.

Estimates/Reimbursement Packages – Our whole team fully understands LAP construction oversight, pay items, and specifically the documentation requirements to provide complete pay application submissions monthly to the City which will easily allow the development of accurate Reimbursement Package submissions into GAP. *As the current Broward Operations LAP Coordinator, Adriana fully understands all current requirements from the Department and has regular training on what the latest District 4 LAP requirements entail.*

Environmental Support – Our inspection and management team members are certified to ensure the Contractor complies with any environmental concerns appropriately, including National Pollutant Discharge Elimination System (NPDES), Emergency response, OSHA HAZMAT, and Environmental permitting requirements.

Final Inspection - The CEI will ensure all parties are invited to perform the Final Inspection for Acceptance of the project in conjunction with the City's Project Manager. We will ensure the contractor addresses all outstanding concerns prior to recommending Final Acceptance.

The schedule will be reviewed to ensure all project elements are properly sequenced, and once approved, the baseline will be strictly

Final Closeout Package – Our team will collect, review, and compile the complete Project Closeout File/Blue Folder for submission into GAP within the allowable 120 days per LAP Agreement. We will ensure all required documents are provided promptly after Final Acceptance. The Blue Folder Closeout file for each project will include but is not limited to:

- The Record of Final Plans and Documentation (including Time Documents, Change Order Summary, LD Analysis, Overrun/Underrun Spreadsheets, and Verification of As-Builts).
- Final invoice including documentation that DBEs and subcontractors have been paid, certification of disbursements, final compliance with plans and specs certification, and all final lien releases.
- Final inspection and acceptance for federal aid project.
- Material certification letter including exceptions.
- All construction audits, responses to audits, and closeouts of audits.

EEO Contract Tasks - Resident Compliance Specialist (RCS) **Natasha Rynning** will be responsible for reviewing, monitoring, evaluating, and acting upon documentation required for contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO affirmative action for the Contractors, DBE affirmative action; Contractor OJT, Payroll Wage Rates (Davis-Bacon), and subcontracts. Natasha will keep all related documentation and correspondence accurate and up to date, attend all compliance reviews, provide updates at progress meetings, and furnish the completed compliance reviews as required for each project. *Natasha has many years of experience working closely with the District Compliance Oversight, Leah DuPont, and will provide a cohesive approach for all compliance aspects on these projects.*

APPROACH TO QUALITY OUTPUT



The dynamic nature of these projects demands dedicated and methodical administration of a solid Quality Assurance (QA) Plan and regular discussions to seek feedback from the City. Our QA Manager, **Dwayne Benitez**, will establish periodic progress meetings or be on-site as needed to perform independent QA functions as a support/advisory resource. Within 14 days of project start, Dwayne will contact the City Project Manager to receive initial feedback on the performance of the team and provide any remedial actions necessary. Our goal is to provide reliable professionals! The formal AE QC/QA Plan is a 3-step process that is implemented on each project and has shown great success on current contracts. Mr. Benitez has vast knowledge on the LAP reimbursement and compliance procedures and can rapidly provide a resolution on any issue that may arise during the course on the contract

- ▶ **Step 1:** The AE QA Plan requires our QA Manager, Dwayne Benitez, to conduct reviews of our assigned team. Dwayne will query the City Project Manager to ensure our staff members are following City procedures. This process requires our staff to keep current on critical requirements and applicable specifications as well as communicate industry changes with Dwayne. This process is documented and becomes part of our quality control auditing records.
- ▶ **Step 2:** AE conducts quarterly QA reviews of the performance of project documentation (Weather Letters, Progress Reports, etc.). This process entails a formal review of the project OneDrive shared documents page, which we utilize for each project. Dwayne will create the Quality Assurance Review report and transmit the report independently to Principal-in-Charge, Rod Myrick, P.E. for any remedial actions necessary.
- ▶ **Step 3:** Communication and client interaction are keys to AE's QC/QA program. AE frequently solicits feedback through phone calls and site visits with the Client's support staff, as well as follow-up discussions with the City management staff. Mr. Myrick will perform site visits and discuss the team's performance with the appropriate City PM. Feedback from these meetings is used to develop remedial actions or improvement plans to enhance the services we provide for future projects under the contract.



TAB F

REFERENCES



RFQ-

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: AE Engineering, Inc.

Firm giving Reference: Miami Shore Village

Address: 10050 NE 2nd Ave. Miami Shores, FL 33138

Phone: 305-795-2210

Fax: N/A

Email: mirandac@msvfl.gov

1. Q: What was the dollar value of the contract?

A: 58,087.69

2. Have there been any change orders, and if so, how many?

A: NONE

3. Q: Did they perform on a timely basis as required by the agreement?

A: Yes

4. Q: Was the project manager easy to get in contact with?

A: Yes

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

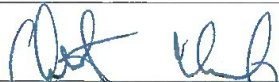
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: WE HIGHLY RECOMMEND THIS FIRM

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Chris Miranda Title: Public Works Director

Signature:  Date: 11/16/2023



RFQ-

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: AE Engineering, Inc.

Firm giving Reference: The Town of Davie

Address: 6591 Orange Dr, Davie, FL 33314

Phone: 954-797-1137

Fax: N/A

Email: aajayi@davie-fl.gov

1. Q: What was the dollar value of the contract?

A: \$428,024

2. Have there been any change orders, and if so, how many?

A: Yes, 2 change orders that were owner generated.

3. Q: Did they perform on a timely basis as required by the agreement? A: Yes

4. Q: Was the project manager easy to get in contact with?

A: Yes

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: AE Engineering was a pleasure to work with. They are very knowledgeable and experienced.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Abidemi Ajayi, P.E. Title: Assistant Town Engineer

Signature: Abidemi Ajayi, P.E. Digitally signed by Abidemi Ajayi, P.E.
Date: 2023.11.13 16:54:04 -05'00' Date: 11/13/2023



REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: AE Engineering, Inc.

Firm giving Reference: City of Lake Worth Beach

Address: 1749 3rd Ave S, Lake Worth Beach, FL 33460

Phone: 561-586-1720

Fax: N/A

Email: jbrown@lakeworthbeachfl.gov

1. **Q:** What was the dollar value of the contract?

A: \$2.7M

2. Have there been any change orders, and if so, how many?

A: 3

3. **Q:** Did they perform on a timely basis as required by the agreement?

A: Yes.

4. **Q:** Was the project manager easy to get in contact with?

A: Yes. Always available.

5. **Q:** Would you use them again?

A: Yes.

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. **Q:** Is there anything else we should know, that we have not asked?

A: Everyone I've dealt with at AE Engineering has been professional and their work product is excellent.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Jamie Brown Title: Public Works Director

Signature:  Date: 11/16/2023



TAB G

FINANCIAL
RESOURCES



November 8, 2023

This letter is to certify that the present financial condition of AE Engineering, Inc. is sound and solid. AE Engineering, Inc. has no history or involvement, either prior or current, in any bankruptcy proceedings.

If you need any further information, please feel free to contact me at (561) 632-5185 or rod@aeengineeringinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R Myrick'.

Roderick Myrick, PE
President

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*
* PHONE: 904-337-6324 * FAX: 904-322-8424*

An aerial photograph of Hollywood Beach, Florida, showing the turquoise ocean, sandy beach, and several high-rise buildings along the coastline. The water is a vibrant blue-green, and the sky is clear. The beach is lined with palm trees and other vegetation. In the background, the city skyline is visible across the water.

TAB H

LEGAL
PROCEEDINGS AND
PERFORMANCE



Summary of any litigation filed against AE Engineering Inc. for the past five (5) years

Litigation History

William Demesquita v. AE Engineering, Inc. et al – Case #2020-CA-785 – AE Engineering was named in the case. Insured Case # UAE0111. This case is still pending.

DDEC v. AE Engineering, Inc. et al. – Case # pending: no additional information at this time. This case is pending.

Closed Cases

Jourguen Garcia v. AE Engineering, Inc. et al. – Case #23-05795JAW – Former Employee has filed suit for Worker Compensation through our insurance company Travelers Claim # FZG4168. This case is closed

Martin Hummer v. AE Engineering, Inc., et al.- Insured: AE Engineering, Inc.- Policy #: PGIARK01217-05- Claim No.: 04-010369- AE Engineering Inc. was not the Prime consultant on this project (State Road A1A Roadway Restoration). AE Engineering Inc. was named in the suit as we were a sub-consultant on the project. The case was settled on October 8, 2018.

Travis Haywood and Lisa Haywood v. AE Engineering, Inc., et al.- Insured: Claim # pending. AE Engineering, Inc., is the prime consultant on this project. The case was voluntarily dismissed on November 19, 2021.

James Mount v. AE Engineering, Inc., et al.- Insured: Case #: Former Employee filed a suit for PTO not paid out at separation of employment. The case is pending, no other information currently.

Catherine Milagros Perez, Cynthia Fleischmann and Stephanie Blossom v. AE Engineering, Inc., et al.- Insured: Claim No.7030140022 AE Engineering Inc. was not the Prime consultant on this project. AE Engineering Inc. was named in the suit as we were a sub-consultant on the project (NW 103rd Street). AE Engineering was dismissed from this case as of September 17, 2021.

Claude Morris v. AE Engineering, Inc., et al.- Insured: Claim No.: 7030157621. AE Engineering, Inc., was not the Prime consultant on the project. AE Engineering Inc. was named in the suit as we were a sub-consultant on the project (US 110 & SE 18th). The case was closed on September 2022.

T.F.R Enterprises v. AE Engineering, Inc., et al – Case No 2019-10502 - AE Engineering Inc. was not the Prime consultant on this project (CEI Services for Pre-Event Natural Disaster Monitoring). The case was settled on April 14, 2022.

Michael Anglin v. AE Engineering, Inc., et al. Insured: Claim D0Z8329. This is from an auto accident on December 10, 2021. The case was settled on November 15, 2022.

AE Engineering, Inc. V. Larry Hogan – Nassau County; Case No. 2022-CF-555. AE Engineering filed suit for theft charges. The case has been closed with a restitution order that was filed on April 12, 2023.

Roderick Myrick, P.E.



President

219 N. Newnan Street, 4th Floor, Jacksonville, FL 32202

An aerial photograph of Hollywood Beach, Florida, showing the turquoise ocean, sandy beach, and several high-rise buildings. The word "TAB" is overlaid in large, white, sans-serif font.

TAB

REQUIRED FORMS/
EXHIBITS

RFQ-

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: **NOT APPLICABLE TO FEDERALLY FUNDED PROJECT 287.087 F.S.**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Roderick Myrick, P.E.

SIGNATURE

PRINTED NAME

AE Engineering, Inc.

NAME OF COMPANY

RFQ Number: RFQ-140-24-WV

Title: CEI for Hollywood Beach Heights and
Hollywood Beach Estates Sidewalk Network

RFQ-

NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Martin, being first duly sworn, deposes and says that:

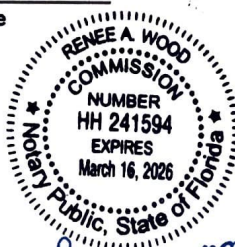
- (1) He/she is President of AE Engineering, Inc., the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) Rmyo President
Title

Subscribed and sworn to before me this

8th day of November, 2023

My commission expires: 3/16/2026



Renee a. wood, Renee a. wood

RFQ Number: RFQ-140-24-WV Title: CEI Services for Hollywood Beach Heights/Sidewalk

RFQ-

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) AE Engineering, Inc.

Name/Principal/Project Manager: Roderick Myrick, P.E.

Address: 219 North Newnan Street, Fourth Floor

City: Jacksonville State: FL Zip: 32202

Telephone No. 561-632-5185 FEIN/Tax ID No. 20-4567692 Email: rod@aeengineeringinc.com

Does your firm qualify for DBE : YES X NO

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

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

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through OPENGOV you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

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

Submitted by:

Roderick Myrick, P.E.

Name (printed)

11/16/2023

Date:



Signature

President

Title

RFQ-

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to The City of Hollywood
by Roderick Myrick, P.E., President for AE Engineering, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 219 North Newnan Street, Fourth Floor, Jacksonville, Florida 32202
and if applicable its Federal Employer Identification Number (FEIN) is 20-4567692 If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement.
N/A

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

RFQ-

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Rmze
(Signature)

Sworn to and subscribed before me this 8th day of November, 2023

Personally known To me

Or produced identification N/A Notary Public-State of Florida

Personally Known To me my commission expires 3116/2026
(Type of identification)



Renee a. wood, Renee a. wood
(Printed, typed or stamped commissioned name of notary public)

RFQ Number: RFQ-140-24-WV

Title: CEI Services for Hollywood Beach Heights/Sidewalk

RFQ-

HOLD HARMLESS AND INDEMNITY CLAUSE

AE Engineering, Inc. Roderick Myrick, P.E.

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

FDOT LANGUAGE – IT IS REQUIRED PER LAP AGREEMENT

"To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT. The foregoing indemnification shall not constitute a waiver of the Department's or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."



 SIGNATURE

Roderick Myrick, P.E.

 PRINTED NAME

AE Engineering, Inc.

 COMPANY OF NAME

11/16/2023

 DATE

Failure to sign or changes to this page shall render your bid non-responsive.

RFQ-

SOLICITATION, GIVING AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



SIGNATURE

Roderick Myrick, P.E.

PRINTED NAME

AE Engineering, Inc.

NAME OF COMPANY

President

TITLE

Failure to sign this page shall render your bid non-responsive.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

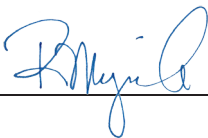
375-030-30
 PROCUREMENT
 05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

AE Engineering, Inc.
 Name of Consultant

By: 

11/16/2023
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-**
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: AE Engineering, Inc.

By: _____

Date: 11/16/2023

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
 PROCUREMENT
 10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

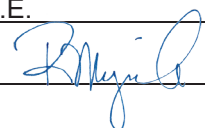
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: AE Engineering, Inc.

By: Roderick Myrick, P.E. Date: 11/16/2023

Authorized Signature:  _____

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If *no*, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: <u>AE Engineering, Inc.</u> <u>219 North Newnan Street, 4th Floor</u> <u>Jacksonville, FL 32202</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Roderick Myrick, P.E.</u> Title: <u>President</u> Telephone No.: <u>561-632-5185</u> Date (mm/dd/yyyy): <u>11/16/2023</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 1 of 3

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 3 of 3

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and [Click here to enter text.](#), a corporation authorized to do business in the State of Florida, whose principal office is located at [Click here to enter text.](#), whose Federal I.D. number is [Click here to enter text.](#) (hereinafter referred to as "CONSULTANT").

WHEREAS, the Hollywood Beach Heights & Hollywood Country Estates Project is part of the Local Agency Program overseen by the Florida Department of Transportation Projects, which excludes the use of continuing services contracts; and

WHEREAS, as part of the Hollywood Beach Heights & Hollywood Country Estates Project, a Construction Engineering Inspection (CEI) engineering consultant is necessary; and

WHEREAS, the CONSULTANT specializes in Construction Engineering and Inspection services and provides such CEI services; and

WHEREAS, the Department of Design and Construction Management requires the expertise of CONSULTANT for the Construction Administration and Inspection to assist staff in implementing the Hollywood Beach Heights & Hollywood Country Estates Project.

NOW, THEREFORE in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the construction of the Hollywood Beach Heights & Hollywood Country Estates Project as more specifically outlined in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: [Click here to enter text.](#)
Telephone No.: (xxx)xxx-xxxx

The City's Representative shall be: Jose Cortes, Director of Design & Const. Mgmt.
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by **TBD**.

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 \$[Click here to enter text.](#), 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 on a percent complete basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and 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. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

The CITY will conduct effective negotiations, including but not limited to the refined scope of work, the evaluation factors and their relative importance, and the CITY's independent estimate.

The CITY will request that the CONSULTANT submit an audit package to verify the costs. The package will include the following:

- Direct wage or salary rates on the form of payrolls and other supporting documentation of direct wages of Consultant and SUB-CONSULTANT personnel for each job classification identified. Direct salary rates are not negotiated per 23 CFR 172.11(b) (2).
- Indirect cost rates or multipliers.

The CITY will perform a determination of allowable costs in accordance with the Federal cost principles, including a detailed analysis of costs proposed by CONSULTANT using the audit package submitted by the CONSULTANT.

ARTICLE 5 – TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the proposer and in such event:

The proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice (the "Effective Termination Date")
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services; and Take no action that will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the proposer will be compensated as stated in the payment articles for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

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 a 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 canceled, 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 thirty (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.

Certificates of Insurance must list the Florida Department of Transportation as an additional insured.

REQUIRED INSURANCE

1. Commercial General Liability

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:

A. Single Limit Bodily Injury & Property Damage

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

- | | | |
|----|-----------------------|-----------|
| A. | 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

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT and or its SUB-CONSULTANTS, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each bind 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 who has 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 service 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.

SAMPLE

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, database, 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 five (5) 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 the 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 a written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the

incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

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

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

If the City elects to make the change, the CITY shall initiate a 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 and Construction Management
Attn: Jose Cortes
P.O. Box 2904
Hollywood, FL 33022

and if sent to the CONSULTANT shall be mailed to:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

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 the 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.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH NGF CONSULTING, INC.

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

ATTEST:

The City of Hollywood, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC, City Clerk

By: _____
George R. Keller JR CPPT, City Manager

Approved as to form & legal sufficiency
for the use and reliance of the City
of Hollywood, Florida, only.

Approved by: _____
David E. Keller,
Director of Financial
Services

Douglas R. Gonzales, City Attorney

AS TO CONSULTANT

text.
ATTEST:

Click here to enter

Corporate Secretary

By: _____
Signature
Title: _____

Exhibit G

PROFESSIONAL SERVICES CONSULTANT WORK PERFORMANCE EVALUATION

STATEMENT OF POLICY:

It is the policy of the City of Hollywood (City) to establish a method for evaluating and reporting the work performance of professional services consultants under contract.

For work receiving Federal funds, which are overseen by the Florida Department of Transportation, through the Local Agency Program require evaluation per 23 CFR 172.

PURPOSE:

The City contracts with professional services consultants to provide a variety of services to the City. This procedure provides the City with a means of evaluating the work performance of those consultants. For all professional services contracts, the consultant's work performance for each advertised major type of work must be evaluated by the PM. Consultants may also be evaluated on minor types of work if that work is considered significant by the PM. Contracts which do not exceed Category Two thresholds, as established by **Section 287.017, F.S.**, are exempt and do not require evaluation.

SCOPE:

This procedure will apply to all professional services contracts and Design-Build contracts.

Principal users of this procedure will be project managers.

DEFINITIONS:

City Hall: The City's headquarters offices, located in Tallahassee.

Consultant Evaluation (CE) System: City's enterprise application consultant evaluation system.

Construction Engineering and Inspection (CEI): Personnel, whether consultant or City employee, providing construction engineering and inspection services.

Construction Project Manager (CPM): The City employee whose duties include managing CEI consultant contracts.

Design Project Manager (DPM): The City employee whose duties include managing design consultant contracts.

Director of the Design and Construction Management Department (Director): The City representative working for the City Construction Engineer, who administers the Consultant CEI work program.

ESS Construction Manager (ESSM): The engineer appointed by the Director to hold the title of ESS Construction Manager and who serves to manage all City functions pertaining to construction of City projects.

City Engineer (CE): The engineer appointed by the City Manager to hold the title of City Engineer and who serves to manage all City functions pertaining to design of City projects.

Notice to Proceed (NTP): Notification given by the City's Project Manager to the consultant to begin work on the contract Scope of Services, or part thereof, on which date the timing of periodic evaluations of the consultant begins.

Project Manager (PM): A City employee whose duties include managing professional service contracts between consultants and the City.

Technical Reviewer: A designated technical expert for a specific type of work who has reviewed the consultant's work product.

Type of Work: The City has categorized the types of professional services it generally requires into a Type of Work listing in **Rule 14-75.003, F.A.C.** These types of work are

the basis for qualification of consultants.

1. ALL PERFORMANCE EVALUATIONS

1.1 Processing of Evaluation

For each major type of work advertised, evaluations on contracts shall be entered by the PM into CE. Upon completion of all prescribed City approvals, CE automatically emails evaluations to recipients designated in CE.

To assure all parties' understanding, the City's PM shall discuss the evaluation rating criteria with consultant PM before the consultant begins work.

The City's PM is responsible for completing interim and final performance evaluations. The PM shall discuss the evaluations with consultant before entry into CE to provide an opportunity for communication and feedback on the level of performance.

1.2 Evaluation Scale

The consultant evaluation rating scale shall be as follows:

- 5 = Outstanding performance
- 4 = Above Satisfactory performance
- 3 = Satisfactory performance
- 2 = Below Satisfactory performance
- 1 = Unacceptable performance

Comments are encouraged for every assigned rating, but must be entered in the comment section for a rating of 5 or 1.

2. PERFORMANCE EVALUATIONS FOR CEI CONSULTANTS

2.1 The evaluation of a CEI consultant shall be performed by the CPM, and shall be provided on the following schedule:

- (A) The CPM shall complete the initial interim evaluation at the end of the first full quarter of contract performance. Quarters are defined as follows:
- 1st Quarter: January – March
 - 2nd Quarter: April – June
 - 3rd Quarter: July – September
 - 4th Quarter: October – December

- (1) Interim performance evaluations shall be completed within 30 days after the end of the quarter.
- (2) The final evaluation shall cover the period from the previous evaluation to the end of the contract.
- (3) The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract, and is automatically calculated in CE.

(B) The CPM shall distribute the evaluation and any follow up correspondence as follows:

- (1) Evaluation is 3.0 or greater: Consultant and Director of the Design and Construction Management Department receive a copy for information.
- (2) Evaluation is less than 3.0:

ESSM: Receives a copy for disposition. The ESSM may direct that the evaluation be changed to 3.0 or greater, upon which step (1) above shall apply. The ESSM may agree with the evaluation, upon which the following shall apply:

a. The **Consultant** receives a copy. The transmittal letter shall indicate what corrective action is necessary and the related time frame and request a response to this action.

b. The **Director of the Design and Construction Management Department** receives a copy.

c. The **Director of the Office of Construction** receives a copy from the ESSM.

(C) Commendatory or critical comments shall be included in the evaluation to fully explain the intent of the evaluation. The CPM

shall provide as much documentation as deemed necessary to fully explain the conditions encountered in the field. Input provided by appropriate City and construction contractor personnel should be considered.

- 2.2** CEI consultant evaluations shall be completed using either the project-specific CEI evaluation criteria or the CEI Hybrid criteria, applicable.
- 2.3** If a particular performance test item does not apply to a project, it should not be used in the calculation of the weighted average for the performance test area.
- 2.4** The consultant CEI performance evaluation is a summary record of the CPM's in-depth reports of the CEI Consultant, the Quality Assurance Reviews prepared by the Specialty Engineer from the Office of Construction, and the Federal Highway Administration (FHWA) Monthly Field Reports. These source documents should be used as the basis for preparation of this performance evaluation and shall serve as the in-depth, back-up data needed to substantiate the numerical evaluation given.
- 2.5** The City's PM may offer the consultant CEI the opportunity to request a meeting to discuss a grade with the ESSM **within ten calendar days of receipt of the evaluation**. The ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The ESSM's decision is final.

3. PERFORMANCE EVALUATIONS FOR NON-CEI TYPES OF WORK

The PM for the consultant contract shall complete an evaluation of the prime consultant's performance in the following areas:

- Schedule
- Management
- Quality
- Constructability (for contracts that produce construction plans)

3.1 Evaluation Areas

- (A) **Schedule:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in meeting the contract schedule. Criteria for the schedule evaluation can be found in CE.
- (B) **Management:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in managing the contract. The following areas shall be considered when performing this evaluation:

- Administration of Contract
- Management of Issues and Resources
- Communication, Documentation and Coordination
- Execution of Work
- Post Design Services (completed with constructability evaluation)

Criteria for each area of the Management Evaluation can be found in CE.

- (C) **Quality:** Prepared by the PM or the technical reviewer for each major type of work included in the advertisement for the services, this evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Quality evaluation criteria for individual work types can be found in CE. This includes any specific criteria regarding the evaluation responsibility of the PM, the technical reviewer and any additional concurrence requirements for the specific quality evaluation.

For advertised types of work other than those pre-qualified by the City, Category 99 shall be used, with appropriate criteria aCed by the PM.

Sub-consultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major type of work, or who signs and seals design plans. At the option of the PM, the prime consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

- (D) **Constructability (Post Construction):** The **Constructability Evaluation** reflects the design consultant's ability to develop constructible (practical, accurate, complete, and cost effective) construction plans. For all professional services contracts resulting in construction plans, the CPM shall prepare an evaluation of the constructability of the design consultant's plans and a management evaluation on the performance of post design services. In preparing

these evaluations, the CPM shall solicit input from the construction contractor and the consultant's project administrator. After review of the comments received from the construction contractor, appropriate comments shall be entered on the evaluation by the CPM. The evaluation shall be reviewed by the DPM for concurrence prior to entry into CE and prior to distribution to the design consultant. Specific criteria for the **Constructability Evaluation** and the **Post-Design Services Management Evaluation** can be found in CE.

3.2 When to Evaluate

For professional services contracts resulting in the production of construction plans, an evaluation is required according to the matrix below, but not to exceed 12 months since the last evaluation or **Notice to Proceed**.

	Schedule	Management	Quality	Constructability
Phase 2 plans review	√	√	√	
Final Design	√	√	√	
Final Construction		√		√

A constructability evaluation and a management evaluation for post design services shall be performed within 30 days after final acceptance of the construction contract.

For contracts that do not produce construction plans, an evaluation is required for each 12 months of contract period from the **NTP**. A final evaluation shall be made within 30 days after completion and acceptance of basic services.

The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract. It is automatically calculated in CE.

For all professional services contracts, additional evaluations may be submitted upon completion of critical phases of work, such as preliminary design, submittal of draft environmental documents, phase submittals, reports and completion of **Task Works Orders (TWO)**. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

3.3 Composite Evaluation

A composite evaluation shall be available at any point during the contract. The composite evaluation shall be calculated automatically by CE and shall include all evaluations completed up to that point in time. All evaluations associated with the contract shall be part of the calculation to determine the Final Composite Evaluation for the contract. The composite evaluation shall be calculated as follows:

(A) Contracts that Produce Construction Plans:

- (1) **Design:** A composite evaluation calculated during the design phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Management (M): Average of all management evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Quality (Q): Average of all quality evaluations. This average shall be 50% of the composite evaluation calculated during the design phase.

$$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$$

- (2) **Construction:** A composite evaluation calculated during the construction phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Management (M): A weighted average of all the management evaluations completed during the design and construction phase. The management evaluations made during design shall be 70% of the weighted average, while the management evaluations completed during construction shall be 30% of the weighted average. This weighted average shall be 25% of the composite evaluation calculated during the construction phase.

$M = 0.70 \times (\text{average of management evaluations during design}) + 0.30 \times (\text{average of management evaluations during construction}).$

Quality (Q): Average of all quality evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Constructability (C): The Constructability evaluation shall be conducted once at completion of construction. This average shall be 25% of the composite evaluation calculated during the construction phase.

End of Construction Composite Evaluation shall be calculated as follows:

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.25 \times Q) + (0.25 \times C)$

(B) All other Contracts:

Schedule (S) = Average of all schedule evaluations. This average shall be 25% of the composite evaluation.

Management (M) = Average of all management evaluations. This average shall be 25% of the composite evaluation.

Quality (Q) = Average of all quality evaluations. This average shall be 50% of the composite evaluation.

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$

- 3.4** The City PM may offer the consultant the opportunity to request a meeting to discuss a grade with the office head to whom the PM reports **within ten calendar days of receipt of the evaluation**. The office head shall consider any information submitted by the consultant and decide whether the grade will be revised. The Office head's decision is final.

4. PERFORMANCE EVALUATIONS FOR DESIGN-BUILD CONSULTANTS

Design-Build performance evaluations shall be entered into CE.

CPM for the Design-Build contract shall coordinate with the DPM and complete an evaluation of the Design-Build consultant's performance in the following areas:

- Quality
- Constructability

4.1 Evaluation Areas

Design-Build Consultant Performance Evaluations include specific criteria regarding the evaluation responsibility of the PM and the technical reviewer and additional concurrence requirements for specific quality and constructability evaluations. Evaluations shall be entered in CE.

- (A) **Quality (Q):** For each Professional Services Work Type included in the advertisement for the services, the CPM and DPM shall conduct a quality evaluation. This evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Subconsultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major work type, or who signs and seals design plans. At the option of the PM, the design consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

- (B) **Constructability (C):** The constructability evaluation reflects the design consultant's ability to develop constructible (practical, accurate, and complete) construction plans. For all contracts resulting in construction plans, the CPM shall prepare a constructability evaluation of the design consultant's plans. Appropriate comments shall be entered on the evaluation by the CPM and DPM. The evaluation shall be reviewed and signed by the CE and ESSM for concurrence prior to distribution to the design consultant. Specific criteria is in CE.

4.2 When to Evaluate

Evaluation is required according to the matrix below.

	Quality	Constructability
Final Acceptance	√	√

Quality evaluations: Additional (interim) evaluations may be conducted. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

The constructability evaluation shall be performed within 30 days after final acceptance of the construction contract.

4.3 Composite Evaluation

A composite quality evaluation shall be the average of all interim quality evaluations, including the final quality evaluation.

A composite overall evaluation shall be calculated as follows:

$$\text{Composite overall evaluation} = (0.50 \times Q) + (0.50 \times C)$$

- 4.4** The City's PM may offer the Design-Build consultant the opportunity to request a meeting to discuss a grade with the CE and ESSM **within ten calendar days of receipt of the evaluation**. The CE and ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The decision of the CE and ESSM is final.

5. TRAINING

The Department of Design and Construction Management will develop and deliver training in the use of this procedure on an as-needed basis.

6. FORMS

Not applicable.

