

RFQ-140-24-WV

Construction Engineering Inspection Services for Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network



Submitted to: City of Hollywood

Submitted by: Johnson, Mirmiran & Thompson, Inc.

Contact: Steven Haines, PE, LEED AP

Address: 3731 Oleander Avenue, Fort Pierce, FL 34982

Phone: (772) 370-7865

Date: November 16, 2023





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B | Executive Summary





In response to this City of Hollywood RFQ, **Johnson Mirmiran & Thompson (JMT)** has assembled an experienced team to provide **Construction, Engineering & Inspection (CEI) Services for the Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network**. *Johnson, Mirmiran & Thompson, Inc. (JMT) maintains the necessary licenses/certifications required to perform the services requested in this RFP, including Prequalification in FDOT Work Type 10.1.*

SENIOR PROJECT ENGINEER PROJECT MANAGER

Steven Haines, PE, LEED AP
Vice President
3250 West Commercial Blvd
Suite 360
Fort Lauderdale, FL 33309
(772) 370-7865 (m)
(772) 448-4459 (o)

*All services will be performed from our Fort
Lauderdale location.*

Only 16 miles away from City offices!

 **2,200+**
Employees

95 Florida Staff | 40 Florida CEI

#16 (ENR)
Top 50 Transportation Firms

ISO 9001:2015
Certified

Tab B | Executive Summary

FIRM HISTORY | JMT is a **national, full-service, multi-disciplined engineering firm** headquartered in Hunt Valley, MD. **Established in 1971**, JMT's **professionals** work with federal, state, and local agencies, providing professional construction engineering and inspection (CEI), engineering design, environmental, planning, architecture, survey, and GIS/information technology services – all dedicated to the highest quality project performance. In 2011, JMT became a **100% employee-owned company**. As part of an ESOP, our employee-owners have a vested interest in the success of our projects.

Ranked #16 by ENR on the Top 50 Transportation Firms list, JMT is widely recognized for its expertise in Construction Administration and Management, CEI Services, and Oversight. JMT consistently performs as a dependable and trusted extension of our clients and is ready to go the extra mile to protect the City of Hollywood's interests and the commitments made to the local residents and businesses.

JMT is familiar with the City, as **we currently hold a continuing services contract for various engineering services**. We are currently working on a task for **Tree Mitigation for Bike Lane Improvements for the City**, which includes CEI services for the installation of trees along 56th Avenue from Washington Street to Johnson Street, Park Road from Pembroke Road to Stirling Road, and 14th Street.

Our portfolio of services and the diversified qualifications of our staff allow us to provide our clients with a structured staffing plan for responsiveness, performance, efficiency, and flexibility. This ensures that all our projects are successfully completed within the established budget and schedule goals. As a result of our diligence in ensuring the successful completion of all our projects, JMT has been recognized through various industry awards in Florida and client commendations, including FTBA "Best in Construction" Awards and publications in Roads & Bridges magazine.

Our firm takes pride in delivering high-quality projects to its clients and the public. As the choice for Florida engineering projects, JMT has completed more than \$1B in infrastructure improvement projects, including environmental sites, roadways, bridges, buildings, traffic operations, transportation facilities, beaches, and intelligent transportation systems.

SUBCONSULTANT | **H2R Corp (H2R), who is an SBE, will provide geotechnical services for this project**. Founded in 1972, H2R, provides geotechnical engineering, foundation testing and inspection, subsurface exploration and drilling, specialty construction support and verification, materials testing and inspection services, and CEI support services throughout Florida. Complete field services and accredited laboratory facilities are located in the Tampa Bay, Fort Myers, and Ft. Lauderdale/Miami Areas.

Tab B | Executive Summary

JMT has been serving clients continuously **in Florida since 1997**. Our current Florida footprint consists of 4 office locations with 95 people, with over 2,200 staff nationwide in over 49 offices throughout the United States.

Main Office: JMT's corporate office is 40 Wight Avenue, Hunt Valley, MD 21030.

Fort Lauderdale Office: JMT has a vested interest in South Florida, and we take pride in delivering high-quality, innovative, and cost-saving projects to our clients. Our **local Fort Lauderdale office** at 3250 West Commercial Blvd, **only 16 miles away (a 25-minute drive) from Hollywood City Hall**, will service this contract.



2,200+
Employees
Nationwide

95
Employees
In Florida

Officers, Principals, Supervisory Staff and Key Individuals | Below is a table that reflects JMT officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations.

Name - Title	Officer/Principal	Supervisor	Key Individual	Office Location
Steven Haines, PE, LEED AP Vice President	Y	Y	CEI Project Engineer	Fort Lauderdale
Christopher Rive, PE Associate			CEI Project Administrator	Fort Lauderdale
Juan Rodriguez			CEI Senior Inspector	Fort Lauderdale
Anderson Santiago, EI			CEI Contract Support Specialist Inspector	Fort Lauderdale
Lee Watts, PE Vice President	Y	Y	QA/QC	Fort Lauderdale
Luke Brolmann, PE Associate		Y	QA/QC	Fort Lauderdale
Dan Dan Zhao, PE Associate			QA/QC	Fort Lauderdale

Tab B | Executive Summary

Key Elements | The JMT Team was established with a strong local focus in mind. We understand that in order to successfully complete this project for the City, our Team will need to be familiar with the local community and have a diverse background in project scope delivery. The following bullets are a few items that separate us from other firms.

- **Local** – The JMT Team is local to the City offices and this project. We have compiled a staff from top to bottom that are local to the City (including our Boots on the Ground Inspection staff) and have a vested interest in ensuring this project is completed with high quality, on time, and under budget. We have numerous "Backup Staff," also from the surrounding area, in the event we need additional support or emergency coverage.
- **Relationships** – Our Team has excellent relationships with the potential stakeholders involved with this project, including Permitting Agencies (FDEP, SFWMD), FDOT (TCOPS and District 4), and the local Contracting industry (CW Roberts, Ranger, Dickerson, Community Asphalt, JW Cheatham, etc.). With all of the stakeholders mentioned above, we have active construction projects currently ongoing within the Treasure Coast region, e.g., Floresta Drive Reconstruction, Port St. Lucie Blvd. Reconstruction (City and FDOT), Edwards Rd. Reconstruction, St. Lucie West Interchange, Sansone Blvd. Phase 3, etc.
- **Knowledge** – Our proposed staff have diverse experience in construction management and construction inspection services. We have staff who have been clients before as government employees, so we understand the needs from both a client and consultant perspective. Our staff capabilities are also diverse, which allows for hybrid positions within a contract, thus saving taxpayer dollars for other key projects.
- **Support Services** – We have compiled a team that has, on numerous past projects, proven their dedication to their clients, including the City of Hollywood and local residents.

The JMT Team has a keen understanding of the challenges associated with this type of project. We are equipped with the solutions, technical capabilities, and local, available resources to resolve all issues before they arise and protect the interests of the City of Hollywood, local taxpayers, and the traveling public. As exemplified in our Team's past project performance, we have a proven track record for client service and are eager to develop a relationship with the City.



C | Firm Qualifications and Experience



Tab C | Firm Qualifications and Experience

Johnson, Mirmiran & Thompson, Inc. (JMT) is excited about the opportunity to provide City of Hollywood with CEI Services for the Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network. For 52 years, JMT has provided planning, engineering, surveying, and construction engineering inspection services for our private and public sector clients. We have successfully performed long-term and fast-track projects for various local governments in Florida since 2003, and we are confident we can successfully perform the CEI services for this sidewalk network.

Past Projects for Public Sector Clients | Our Florida staff provides CEI, civil engineering, environmental consulting, and surveying to various municipal clients, including the Florida Department of Transportation, cities, counties, school boards, and water management districts. We bring a track record of successful engineering projects throughout Florida. With this emphasis on serving local governments and our experience, we understand cities' and counties' issues and concerns. Our Team has experience in all the required disciplines/scope of services and can meet any need that may arise. JMT has been performing similar services for local City and County governments within the State of Florida since 1997, serving as the prime consultant for the following municipal clients:

- City of Boca Raton
- City of Doral
- City of Gainesville
- City of Hollywood
- City of Largo
- City of Maitland
- City of Miami
- City of Miramar
- City of Oakland Park
- City of Pahokee
- City of Parkland
- City of Port St. Lucie
- City of Sebastian
- City of St. Augustine
- City of St. Petersburg
- City of Tampa
- City of Temple Terrace
- City of West Palm Beach
- City of Winter Springs
- Broward County
- Flagler County
- Highlands County
- Hillsborough County
- Indian River County
- Lake County
- Lee County
- Marion County
- Miami-Dade County
- Osceola County
- Orange County
- Palm Beach County
- Pinellas County
- Pinellas County School Board
- Putnam County
- St. Lucie County
- Seminole County

Meeting Time and Budget Requirements | We understand the importance of keeping assignments on time and under budget, both **CEI** and **Contractor budget**. As projects exceed time, they create unnecessary impacts on local residents, businesses, and the traveling public and use budgets that may have been allocated for other key projects. We have proven techniques for ensuring projects are on time and under budget.

PROACTIVE REVIEWS: Our Team excels at performing in-depth field and plan reviews prior to construction. Being proactive is extremely important in finding and addressing a conflict before it costs more money and time. Our experience with this and understanding the City's needs puts us one step ahead. We draw on past experiences to understand how future work may impact the final product.

STAFFING & PARTNERING: Prior to the start of a project, we analyze the scope of the assignment to provide the right level of staffing to minimize the CEI budget. We also set our internal Escalation Matrix for decision-making protocols. We hold an informal **External Partnering Meeting** to ensure all stakeholders are on the same page and that everyone is committed to the same goals of project time and budget. This creates a healthy Team dynamic and helps resolve any procedural discrepancies.

SCHEDULE MANAGEMENT: Our Team understands that well-organized schedules are critical to any assignment. Our management staff analyzes the baseline and monthly schedule updates to ensure they meet all contract requirements, including all contract



Tab C | Firm Qualifications and Experience

requirements and clearly delineates activities while maintaining realistic and concise durations. We identify plan errors and anticipated issues and determine areas where **production rates can increase while reducing the budget**. Developing a detailed and well-thought-out schedule is imperative in ensuring assignments stay on time. The "**Road Map**" to project completion is critical in ensuring all activities have been accounted for, along with the appropriate review/response times, procurement, etc.

RESOURCE ALLOCATION: Upon contract award and review of the Contractor's schedule, we will allocate our staffing to minimize unnecessary CEI expenses. We will bring on and release staff based on the Contractor's activities to ensure adequate coverage is provided. We will not just place staff on the project in the field or office roles for the sake of having a body onsite. We ensure activities are covered with the most effective and efficient resources for the City and tax-paying public.

FUND MANAGEMENT: We have extensive experience delivering Federal, State, and grant-funded projects on behalf of FDOT and local municipalities. Each unique contract funding delivery method has challenges and strict requirements. This project is funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP). In cities, limited budgets often mean reduced or no roadway maintenance, unfortunately resulting in increased infrastructure deterioration. These funding mechanisms are an excellent way to restore local infrastructure. Our current working relationship with the local FDOT Office and District 4 LAP staff affords us the ability to ensure project improvements based on the funding allocated are maximized for the City while ensuring 100% reimbursement as allowed by the LAP Agreement.

ISSUE IDENTIFICATION & RESOLUTION: When an issue arises, we involve all stakeholders in the review so we aren't making a decision that may inadvertently impact them. We log all conflicts through the formal **RFI Process** along with an **Action Item Tracking log** to **identify responsible parties and critical deadlines to avoid project delays**. We cross-reference the **CPM Schedule** and **Contractor Look Ahead schedules** to identify which critical activities could be impacted. Equally important, we work with the Contractor to identify activities that can start to mitigate delays while the conflict is resolved, prioritizing issues without wasting valuable time. Our experience also allows us to guide the Contractor in **resequencing activities to use all contract time efficiently**.

FIELD DIRECTIVES & PLAN REVISIONS: Once we have a comfort level with issue resolution, we provide field directives or have a Plan Revision drafted, depending on complexity. **Our relationship with the local contractors gives us a comfort level to direct the work while negotiating a fair and equitable price.** This is critical to prevent project delays that impact the traveling public.

PAST PERFORMANCE: JMT's past performance with respect to task time and budget is an excellent indicator of future results. Over our last 10 projects completed with **FDOT – Treasure Coast Operations**, we've averaged **98.74% of Contract Time** and **99.05% of Contract Budget!** On a recent **St. Lucie County project, Bridge Rehabilitation of Keen Rd. and Taylor Dairy Rd.** with Michael Harvey, EI, we finished at **82.16% of Contract Time** and **88.97% of Contract Budget!** **Our Team will put in the extra effort to preserve contract funds for future projects, while ensuring the City gets a high-quality, safe project!**

BUSINESS STRUCTURE

Johnson, Mirmiran & Thompson, Inc. (JMT)

Structure: Corporation, registered in Florida

Ownership: 100% Employee Owned

Website: www.jmt.com

Address: 3250 West Commercial Boulevard
Suite 360

Fort Lauderdale FL 33309

Contact: Steven Haines, PE, LEED AP – Vice President

Phone: 954.233.6561

Fax: 954.492.9909

Mobile: 772.370.7865

Email: shaines@jmt.com

Firm Size: 2,220 Total Staff (226-Management,
1,775-Technical, 219-Support Staff)



Tab C | Firm Qualifications and Experience

Licenses | JMT holds the necessary licenses to perform the work required by this contract.

State of Florida Department of State

I certify from the records of this office that JOHNSON, MIRMIRAN & THOMPSON, INC. is a Maryland corporation authorized to transact business in the State of Florida, qualified on March 7, 1985.

The document number of this corporation is P05237.

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 February 1, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of February, 2023*




Secretary of State

Tracking Number: 3898036577CC

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

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

Tab C | Firm Qualifications and Experience



Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

June 12, 2023

Sergio Quevedo, Vice President
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 East 11th Avenue, Suite 300
Tampa, Florida 33605

Dear Mr. Quevedo:

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 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.2 - Major Bridge Design - Steel
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping

1

- 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
 - 10.5.2 - Major Bridge CEI - Steel
- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

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
156.43%	128.31%	0.200%	Reimbursed	No	5.44%	7.19%*

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

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

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Tab C | Firm Qualifications and Experience

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

Florida
dbpr Department of Business
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

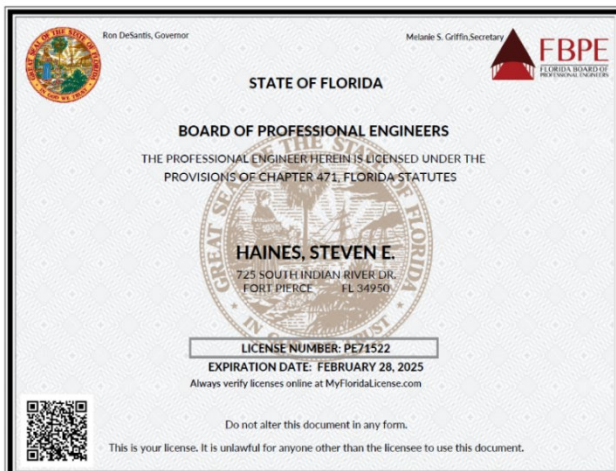
ONLINE SERVICES

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- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
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- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS 2:25:18 PM 9/28/2023

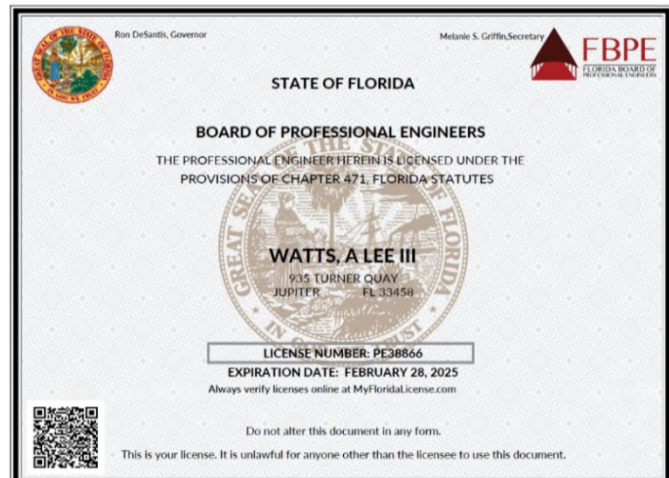
Licensee Information	
Name:	JOHNSON MIRMIRAN & THOMPSON, INC. (Primary Name)
Main Address:	400 COLONIAL CENTER PARKWAY SUITE 100 LAKE MARY Florida 32746
County:	SEMINOLE

License Information	
License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5917
Status:	Current
Licensure Date:	03/01/1991
Expires:	

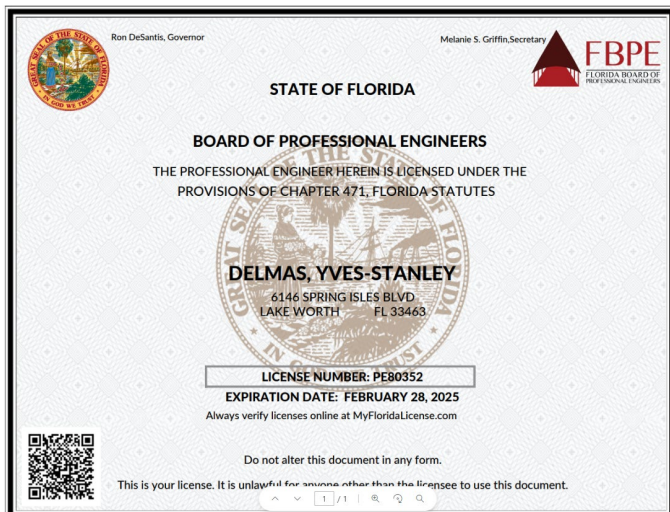
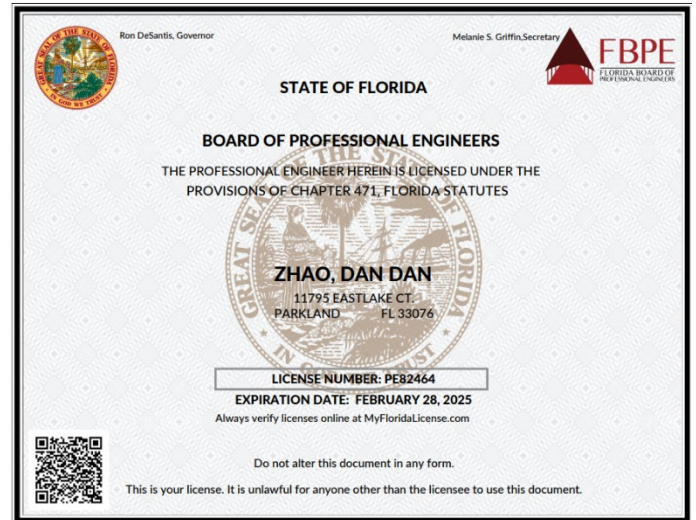
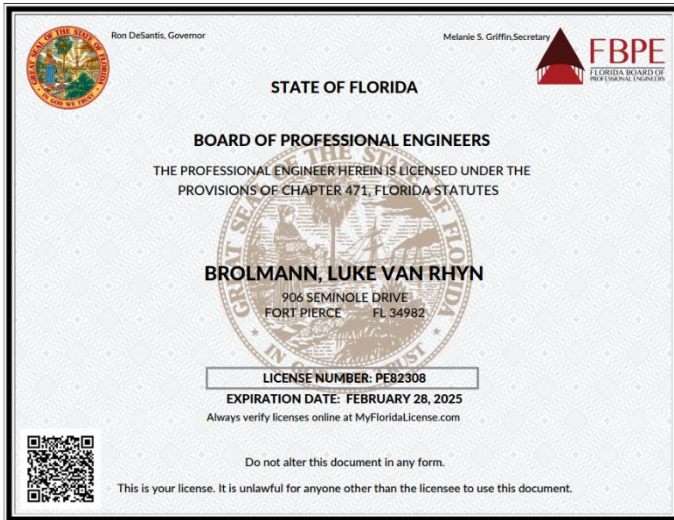


GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT
Steven Haines
HAS ATTAINED THE DESIGNATION OF
LEED AP® Building Design + Construction
by demonstrating the knowledge and understanding of
green building practices and principles needed to
support the use of the LEED® green building program.

Peter Tompkins
PETER TOMPKINS
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.



Tab C | Firm Qualifications and Experience



Tab C | Firm Qualifications and Experience

Similar Project Experience | JMT is well known by municipal clients throughout Florida for its strong CEI presence. The following projects are all local to the Treasure Coast region and showcase some of our similar CEI experiences from the past 3 years with various municipal clients:

CEI Services for Bell Avenue Sidewalk (LAP)

St. Lucie County, FL

Client | [St. Lucie County](#)

Edmund Bas, PE – Assistant County Engineer

2300 Virginia Avenue

Fort Pierce, FL 34982

(772) 462-1707 | base@stlucieco.org

Dates | June 2023 – Present

Construction Value | \$251,645

JMT provided CEI services to St. Lucie County for this project, which included improvements along the South side of Bell Avenue from 25th Street to Sunrise Boulevard. Improvements include the installation of a 6 ft. wide concrete sidewalk, driveway, and culvert replacement, swale realignment, updated signage, utility relocations, and striping of crosswalks. The project included close coordination with the public and County staff to minimize disruptions to the traveling public, as this corridor carries significant industrial and commercial traffic to the local

area. Additionally, it was a **LAP-funded project with FDOT** oversight.



Tab C | Firm Qualifications and Experience

CEI Services for Alcantarra Boulevard Sidewalk (LAP)

City of Port St. Lucie, FL

Client | [City of Port St. Lucie](#)

Emily Seitter – Project Manager

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 344-4138 | eseitter@cityofpsl.com

Dates | June 2022 – April 2023

Construction Value | \$472,853

JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the south side of SW Alcantarra Blvd. from SW Savona Blvd. to SW Port St. Lucie Blvd. Other project items include driveway replacements, new detectable warning surfaces and pavement markings at side street intersections, new signage and existing sign relocations, drainage improvements, and sodding. Additionally, it was a **LAP-funded project with FDOT oversight**.



CEI Services for Gatlin Boulevard Adaptive Signal Project (LAP)

City of Port St. Lucie, FL

Client | [City of Port St. Lucie](#)

Paul Johnson – Project Manager

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 871-5182 | pjohnson@cityofpsl.com

Dates | June 2023 – Present

Construction Value | \$477,254

JMT is providing CEI services to the City of Port St. Lucie to install new traffic cameras, ITS and Signal cable, and vehicle video detection equipment at signalized intersections, optimization of green time, and addition of adaptive traffic signal control along Gatlin Blvd. within the City of Port St. Lucie. Intersections include Village Pkwy., Brescia St., Savage Blvd./Fondura Rd., Import Dr., Rosser Blvd., and Savon Blvd. Additionally, it is a **LAP-funded project with FDOT oversight**.



Tab C | Firm Qualifications and Experience

CEI Services for Edwards Road Reconstruction (LAP)

St. Lucie County, FL

Client | St. Lucie County

Michael Harvey, EI – Senior Project Manager

2300 Virginia Avenue

Fort Pierce, FL 34982

(772) 462-1717 | harvey@m@stlucieco.org

Dates | November 2020 – Present

Construction Value | \$6.7M

This project is a low bid, design-build, **off-system Local Agency Project** that includes replacement of the drainage system damaged due to Hurricane Irma, utility relocations, full roadway reconstruction, signalization at the Oleander Ave. intersection to replace the existing span wire system with mast arms, and milling & resurfacing of Oleander Ave. south to the railroad tracks. The project includes close coordination with local utility companies, railroad representatives, and FDOT's adjacent ATMS project. Additionally, it is a **LAP-funded project with FDOT oversight**.



CEI Services for SW Import Drive Sidewalk Phase 1

City of Port St. Lucie, FL

Client | City of Port St. Lucie

Frank Knott – Project Manager

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 344-4290 | fknott@cityofpsl.com

Dates | March 2022 – September 2022

Construction Value | \$645K

JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Import Dr. from Oakwood Rd. to Inca Terrace. Other project items included driveway and culvert replacement, swale realignment, cross-drain replacement, updated signage, and striping of crosswalks. This project was funded through the City's **Sales Tax Referendum**.



Tab C | Firm Qualifications and Experience

CEI Services for Southbend Boulevard Sidewalk

City of Port St. Lucie, FL

Client | City of Port St. Lucie

Frank Knott – Project Manager

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 344-4290 | fknott@cityofpsl.com

Dates | June 2019 – December 2019

Construction Value | \$234K

JMT is provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Southbend Boulevard from south of Eagle Drive to the Southbend Boulevard Roundabout. Other project items include drainage upgrades, guardrail replacement, and milling and resurfacing. This project was funded through the City's **Sales Tax Referendum**.



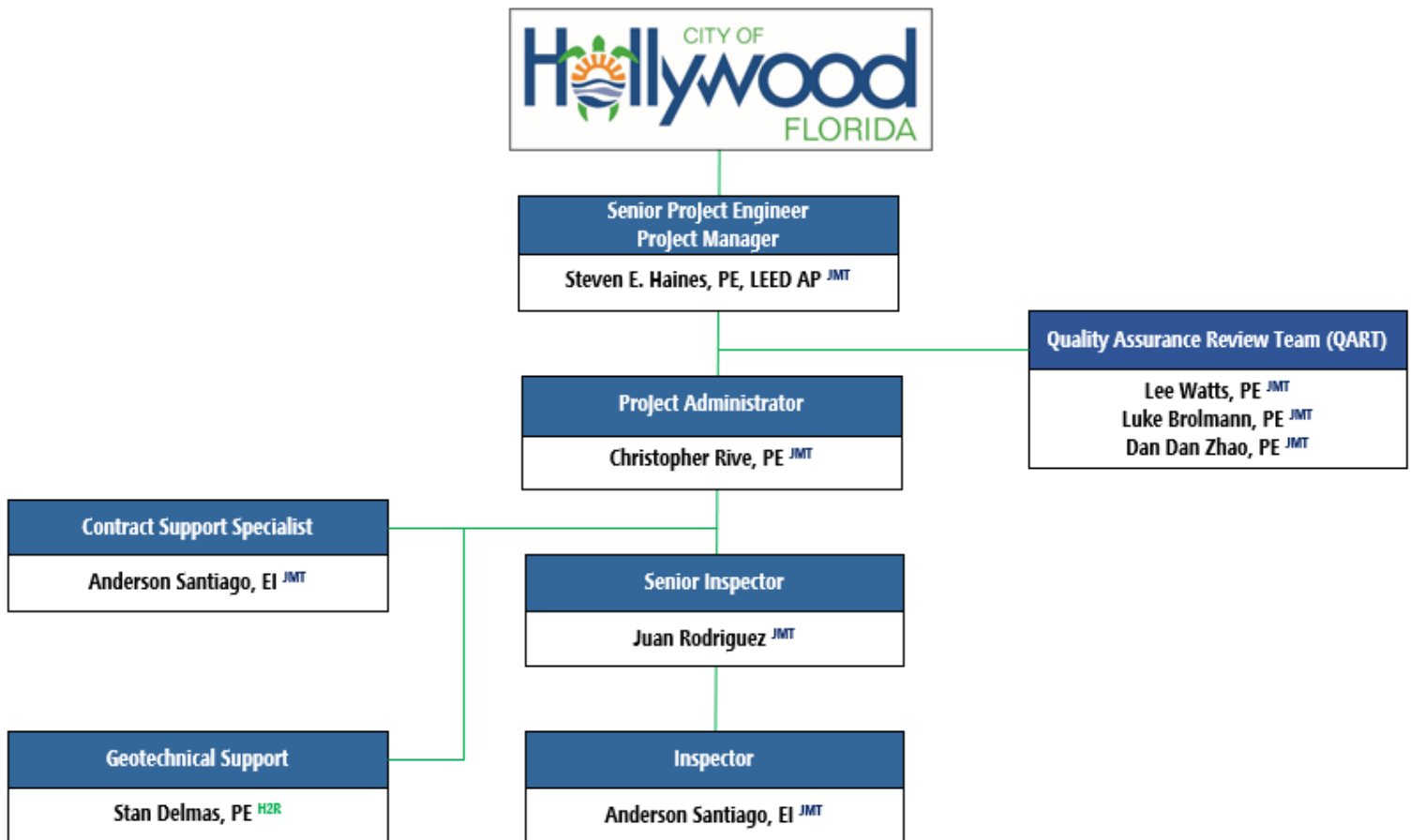


D | Organizational Profile and Project Team Qualifications



Tab D | Organizational Profile and Team Qualifications

Organizational Chart | The JMT Team was strategically assembled for this assignment based on the staff's strong history of work similar in scope and the location of critical Team members to the project site. This becomes highly beneficial to the Team and the City when issues arise during non-work hours, such as severe weather/flooding concerns or other unforeseen project-related issues.



Prime Consultant

Johnson, Mirmiran, & Thompson, Inc. (JMT)

Subconsultant



Resumes | Team resumes for the staff shown in the Organizational Chart can be found at the end of this section.

Tab D | Organizational Profile and Team Qualifications

Contributions of Project Team Members | The contributions of the JMT Team are summarized in the table below.

Name	Role	Contributions and Expertise
Steven Haines, PE, LEED AP	Senior Project Engineer / Project Manager	17 years of experience in CEI. - Adept at interpreting contract documents, guiding project teams, performing sound Engineering analysis, and communicating within the CEI and Contracting industries. - Professional Engineer and LEED AP professional.
Christopher Rive, PE	Project Administrator	21 years of experience in CEI, including RRR, capacity improvements, and sidewalks. - Familiar with the City of Hollywood – currently performing CEI services for Tree Mitigation and Bikel Lane Improvements for the City. - Holds multiple FDOT certifications. - Professional Engineer.
Juan Rodriguez	Senior Inspector	16 years of experience in CEI for earthwork, asphalt, ITS, drainage, and maintenance. - Experience includes sidewalk inspection on various contracts for FDOT and municipalities.
Anderson Santiago, EI	CSS / Inspector	2 years of experience in geotechnical engineering and 4 years of experience in FDOT construction contract support. - Experience in advanced contract administration documentation by tracking and reviewing monthly construction records. - Engineer Intern.
A. Lee Watts, PE	QART	39 years of experience with roadway and bridge construction projects. - Specialties include contract administration on extensive interstate/toll facilities, claim analysis and resolutions, CPM scheduling, constructability issues, specialized maintenance of traffic alignments. - Professional Engineer.
Luke Brolmann, PE	QART	11 years of extensive experience in the industry and has delivered numerous projects for a variety of clients, including local municipalities and countless FDOT assignments. - First-hand experience managing projects with unique funding mechanisms, including Sales Tax Referendum, Grant, LAP, Federal, etc. which is important for this particular project. - Professional Engineer.
Dan Dan Zhao, PE	QART	11 years of experience in the FDOT CEI and design field has progressed from Inspector to Contract Support Specialist to Project Administrator. - Provided quality control reviews//oversight for various FDOT CEI projects statewide. - Well-versed in FDOT standards, specifications and procedures. - Professional Engineer.
Stan Delmas, PE (H2R)	Geotechnical Support	13 years of experience in deep foundation quality assurance as well as design, driven pilings, and drilled shafts. - H2R offers full-service laboratories, geotechnical engineering services, drilling/field exploration equipment, and highly specialized in-situ testing equipment.

Tab D | Organizational Profile and Team Qualifications

Comprehensive Summary of the Experience and Qualifications of the Project Manager | JMT is especially pleased to propose **Steven Haines, PE, LEED AP, as the Project Manager for the City of Hollywood CEI Services for Beverly Park Sidewalk Network** RFQ. Steven has extensive experience in the CEI industry, particularly with FDOT and the local municipalities throughout the region. Steven has worked his entire career in the CEI industry in FL and continues to work on projects to benefit the local communities. He has experience working in the field, a critical component of his management style. Steven understands the work and inherent field challenges of infrastructure construction projects and how to communicate concerns, requirements, and directives to their field staff, contractors, and clients while coordinating support services and public outreach to keep projects progressing. He has numerous past successes on CEI projects throughout South Florida. He is adept at interpreting contract documents, guiding project teams, performing sound Engineering analysis, and communicating within the CEI and Contracting industries. His extensive CEI experience makes him the perfect one to guide the JMT Team by acting as an extension of the City of Hollywood staff. Steven understands the importance of the end-users as well as the future maintenance aspects. He will involve City staff from all facets and is committed to guiding the JMT Team on this contract, ensuring it is administered successfully for the City of Hollywood. Steven is currently managing three active construction projects that are funded through the FDOT District 4 LAP Program as well as additional projects with unique funding mechanisms, such as Off-State Highway Systems with full federal funding, new roadway construction funded through the Department of Economic Opportunity grant system, and ACOE funded Water Quality Projects. Steven's resume with similar experience may be found on the following page.

Steven E. Haines, PE, LEED AP

SENIOR PROJECT ENGINEER
PROJECT MANAGER

Education

M.S. / Civil Coastal Engineering,
University of Florida, 2006
B.S. / Mechanical Engineering,
University of Florida, 2005
B.S. / Aerospace Engineering,
University of Florida, 2005

Registration

Professional Engineer: FL 71522
LEED AP (BD+C) 10232666

TIN

H52078582

Years of Experience

17

Relevant Capabilities

- Advanced MOT
- Quality Control Manager
- Asphalt Paving Levels 1 & 2
- Final Estimates Levels 1 & 2
- Critical Structures Issues
- FL Stormwater, Erosion & Sediment Control
- ACEC/FES – 2019 FELI Class
- OSHA 10 Hour Training – Construction Safety & Health
- HAZMAT Certification
- Nuclear Safety Certification

Mr. Haines has 17 of years experience including CEI services on a variety of FDOT roadway projects and municipal/LAP projects, including roadway reconstruction/resurfacing, bridge rehabilitation/ replacement, utility coordination, etc.

Jul. '23 – Present: Gatlin Blvd. Adaptive Signal Project, City of Port St. Lucie, FL. Sr. Project Engineer. JMT is providing CEI services to the City of Port St. Lucie to install new traffic cameras, ITS and Signal cable, and vehicle video detection equipment at signalized intersections, optimization of green time, and addition of adaptive traffic signal control along Gatlin Blvd. within the City of Port St. Lucie. *Construction Value – \$477,254; Duration – 120 Days. Reference: Joe DeFronzo, City of Port St. Lucie Project Manager, (772) 871-5111.*

Dec. '20 – Present: Edwards Rd. Reconstruction, St. Lucie County, FL. St. Lucie County. Sr. Project Engineer. This project is a low bid, design-build, off-system Local Agency Project that includes replacement of the drainage system damaged due to Hurricane Irma, utility relocations, full roadway reconstruction, signalization at the Oleander Ave. intersection to replace the existing span wire system with mast arms and milling & resurfacing of Oleander Ave. south to the railroad tracks. *Construction Value: - \$6.7M; Duration – 422 days. Reference: Michael Harvey, El, Project Manager, (772) 216-2586.*

Jan. '22 – Present: Reconstruction of Port St. Lucie Blvd. from Darwin to Alcantarra, St. Lucie County, FL FDOT District 4 (CAF67/431752-6-62-01). Sr. Project Engineer. This project includes modifying the existing 2-lane undivided to a 4-lane urban roadway on a critical north-south corridor of southern Port St. Lucie. The project includes full roadway reconstruction and widening, concrete (sidewalk, driveway, curb and gutter, and textured), earthwork construction for a new pond and ditch excavation, a new closed drainage system, extensive utility relocates including water/wastewater, lighting, new signalization, landscaping & irrigation, etc. *Construction Value - \$11.5M; Duration – 709 days. Reference: Mark Freeman, Treasure Coast Operations Project Manager, (772) 429-4904.*

Jan. '23 – Aug. '23 Header Canal Rd. Resurfacing Project, St. Lucie County, FL. Sr. Project Engineer. JMT provided CEI services to St. Lucie County for full-depth reclamation and Cold In-Place Recycling of 5.1 miles of Header Canal Rd. from SR-70 (Okeechobee Rd.) to SR-68 (Orange Ave.). *Construction Value - \$3.2M; Duration – 42 days. Reference: Shannon Mieras, Project Manager, (772) 462-1813.*

Oct. '22 – Apr. '23: CEI Services for the Alcantarra Blvd. Sidewalk Project, Port St. Lucie, FL. Sr. Project Engineer. JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide

concrete sidewalk on the south side of SW Alcantarra Blvd. from SW Savona Blvd. to SW Port St. Lucie Blvd. Other project items include new detectable warning surfaces at side street intersections, new signage and existing sign relocations, curb and gutter at the outside right-hand turn lane near SW PSL Blvd., swale liner installation, drainage improvements, and sodding. *Construction Value – \$463,225; Duration – 150 Days. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*

Mar. '22 – Oct. '22: CEI Services for the SW Import Drive Sidewalk Phase I, Port St. Lucie, FL. Sr. Project Engineer. JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Import Dr. from Oakwood Rd. to Inca Terrace. Other project items included driveway and culvert replacement, swale realignment, cross-drain replacement, updated signage, and striping of crosswalks. *Construction Value – \$644,923; Duration – 180 Days. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*

Feb. '22 – Apr. '22: Indian River Dr. Traffic Calming Project, St. Lucie County, FL. St. Lucie County. Sr. Project Engineer. This was the first phase of the locally funded project consisting of rehabilitating the existing pavement and installation of traffic calming features along S. Indian River Drive from Walton Rd. to Midway Rd. *Construction Value - \$1.0M; Duration – 65 days. Reference: Shannon Mieras, Project Manager, (772) 462-1813.*

Mar. '19 – Jul. '20: CEI Services for the Southbend Boulevard Sidewalk (Contract #20190049), Port St. Lucie, FL. Sr. Project Engineer. JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Southbend Blvd. from Eagle Dr. to the Southbend Blvd. Roundabout. Other project items included drainage upgrades, guardrail replacement, and milling & resurfacing. *Construction Contract Value – \$233,671; Duration – 90 Days. Reference: Frank Knott, City of Port St. Lucie Project Manager, (772) 344-4290.*

Christopher Rive, PE

PROJECT ADMINISTRATOR

Education

B.S./Civil Engineering, University of Puerto Rico, 2003

Registrations

FL PE #96587

TIN

R11310081

Years of Experience

21

Training & Certifications

- Asphalt Paving L1 & L2
- Earthwork L1 & L2
- Final Estimates L1 & L2
- Concrete Field L1
- Auger Cast Pile Inspector
- Pile Driving Inspector
- MSE Wall Inspector
- QC Manager
- Intermediate MOT
- Advanced MOT
- ACI Concrete Field Testing L1
- ACI Concrete Transportation L2
- Stormwater Erosion and Sedimentation Control Inspector
- IMSA Traffic Signal Inspector
- Nuclear Radiation Safety

Mr. Rive is an experienced civil engineer with 21 years of experience in construction. He is a team player with strong interpersonal skills seeking to use proven project management and inspection skills to improve quality, cost, and time metrics. He has worked on projects in several fields of the industry, such as roadway, bridges, airports, ports, housing, water, commercial, and recently, motorsport.

Jan. '23 - Present: Tree Mitigation for Bike Lane Improvements, City of Hollywood, FL, Project Administrator. The project includes all work associated with the installation of trees along 56th Ave. from Washington St. to Johnson St., Park Rd. from Pembroke Rd. to Stirling Rd., and 14th St (3 sections). Mr. Rive is responsible for the review of construction plans for constructability issues; field reports; coordination and meetings with the contractor, City, public, utility companies, stakeholders, and residents; review change orders, pay estimates, pay requests, schedules, and shop drawings; property damage and restoration assessment; and MOT plans implementation. **Reference: Rudy Damas, MSCM, Project Manager, City of Hollywood (954) 921-3410**

2022 to Jan. '23: CEI Project Administrator (JMT). Since joining JMT, Mr. Rive assisted with business development and marketing efforts in the southwest region of Florida.

2017 – 2021: AECOM Project Engineer. Formula 1 Crypto.com Miami Grand Prix Racetrack, Miami, FL. CEI services for the construction of the new racetrack consisted of 3.56 miles of asphalt pavement track circuit, including 19 turns. Specifically, the installation of 15,000 LF of ACO drains, stabilization, base, structural asphalt, special friction course, concrete kerbs under FDOT and FIA standards. Mr. Rive managed the CEI leading a crew of inspectors that supervised the contractor's daily operation, and enforced compliance and materials quality control. **Reference: Jose Polo, AECOM, Project Manager, (813) 376-2116.**

2017: Port of Palm Beach, Berth 17 (Project #16-00-004) Port of Palm Beach, Palm Beach County, FL (AECOM). Project Engineer/Project Administrator. Mr. Rive provided consultant services to various airports, proposals, field inspections, utility coordination, asphalt pavement management, project management and support to the design team. As Project Administrator, Mr. Rive provided field inspection of the construction of Berth 17, Port of Palm Beach. He has also provided constructability reviews for FDOT plans in Districts 1, 4, 5 and 6. **Reference: Jose Soler, Port of Palm Beach (561)383-4100**

2016 – 2017: SR 836 Operational Capacity and Interchange Improvements, Miami-Dade

Expressway Authority, Miami, FL (New Millennium Engineering). Senior Inspector. The scope of work involved the inspection of the expansion and restoration of the SR-836 from the NW 57th Avenue to the NW 12th Avenue. Scope of project consists of the rehabilitation of SR-836, including road and bridges expansion, new ramps construction, drainage system, new asphalt pavement, MSE walls, bulkhead walls, soil anchors, sheet piles, noise walls, and 34 bridges between new and expansion to existing. *Construction cost: \$150M.* **Reference: Sergio Besu (EAC Consulting), (305)265-5400.**

2015 – 2016: Design-Build Replacement of Water Main and Water Service Conversion, Phase A, Miami-Dade Water and Sewer Department, Miami, FL (RIC-MAN Construction, Inc). Project Engineer. The project consisted of the replacement of the water main pipes of the Community of Shenandoah, Miami. The works to be done included the conversion of 1,200 houses water meter from the backyard to the front yard. Also, new pavement, curbs, and sidewalk were part of the scope of work. *Construction cost: \$10M.* **Reference: Paul Caballero, Miami-Dade WASD, (786)552-8970.**

2009 – 2015: Roadway Rehabilitation (Federal ARRA Funded Projects), Puerto Rico Highway and Transportation Authority, Isabela, PR (JA Developer, Inc). Project Engineer. Mr. Rive worked on infrastructure projects for the DOT of Puerto Rico, federally funded projects, state and municipal projects. He was in charge of multiple projects simultaneously for the Puerto Rico Highway and Transportation Authority.

2004 – 2009: Isabela New Connector between PR-2 and PR113, Puerto Rico Highway and Transportation Authority, Isabela, PR (Tamrio, Inc). Project Engineer. Managed the construction of the Isabela New Connector Between PR-2 and PR113 (\$30M) that consisted of the construction of three (3) bridges, 2.5 miles of highway, an extensive drainage system, injections wells and earthwork for the Puerto Rico Highway and Transportation Authority (DOT). Led more than 80 field employees and 5 office employees (3 engineers, office manager, administrative assistant, field superintendents, and foremen). **Reference: Eduardo DaSilva, Puerto Rico Highway and Transportation Authority, (787)265-1600.**

Juan Rodriguez

CEI SENIOR INSPECTOR

Education

Miami Dade College
(Courses Taken)

TIN #:

R36243374

Years of Experience

16

Training History & Certifications

- Asphalt Paving Technician Levels 1 & 2
- Final Estimates Level 1
- Earthwork Construction Inspection Levels 1 & 2
- ACI Concrete Field Tech. L1
- FDOT Concrete Field Technician L1
- IMSA Traffic Signal Inspector L1
- Nuclear Gauge Troxler Certification
- Florida East Coast (FEC) Railway Roadway Worker Protection (RWP)
- ATSSA MOT Intermediate
- D.O.T. Hazmat Certification
- MS Office & Access
- FDOT Engineer Menu
- FDOT Site Manager
- NPDES Stormwater Management Inspector
- Critical Structures
- HAZMAT Certification

Mr. Rodriguez has 16 years of experience in the construction engineering and inspection field. He has worked on several projects for Districts 6, 4 and 1, providing outstanding client service and quality control.

Jul. '23 – Present: SR 809/Military Trail from South Dyer Blvd. to north of Flag Dr. in Palm Beach County, FL, FDOT District 4 (T4642 / 446103-1-52-01 & 446103-1-52-03; Federal Aid Project No. D422056B). Senior Inspector.

The main objectives of the project are to extend the life of existing pavement through milling and resurfacing of all travel lanes and auxiliary lanes. The improvements also include reconstructing curb ramps and broken sidewalks to meet ADA requirements, replacing signing and pavement markings, and replacing existing signage along the project limits. This project also includes signalization and lighting improvements in the City of Riveria Beach. **Reference: Michael Miller, PE, PBOPs Construction Manager, (954) 815-2151.**

Nov. '21 – Jul. '23: Homewood Boulevard from Old Germantown Road to Lowson Boulevard in Palm Beach County, FL, FDOT District 4 (T4571 / 438394-1-52-01, 438394-1-52-02 & 438394-1-52-03; Federal Aid Project No. D421013B). Senior Inspector.

The improvements under this contract consisted of, but are not limited to, widening, asphaltic concrete (milling and resurfacing, miscellaneous), concrete (removal, bulkhead, retaining wall, curb and gutter, traffic separator, sidewalk and driveways), guardrail (removal, standard, special), monitor existing structures (inspection and settlement, vibration), drainage (manhole, inlets, pipe culvert), tree (removal, protection, pruning), signing (single post, tubular delineator), pavement markings (painted, thermoplastic, bike lane), signalization (cable, conduit, service, pedestrian signal and detection, vehicular signal and detection), lighting (conductors, luminaire, bracket), utilities adjustments (manhole, valve box), and sod along Homewood Blvd. **Reference: Jon Droge, PBOPs Construction Project Manager, (561) 632-5768.**

Jul. '21 – Jul. '23: George Bush Boulevard from NE 2nd Ave to SR A1A in Palm Beach County, FL, FDOT District 4 (T4571 / 438395-1-52-01 & 438395-1-52-02; Federal Aid Project No. D420088B). Senior Inspector.

The improvements under this contract consisted of, but not limited to, milling and resurfacing, bike lanes, curb and gutter, concrete sidewalk and driveways, detectable warnings, inlet and manhole adjustments, signing and pavement markings, signalization for pedestrians crossing and vehicle detection, and structure monitoring along George Bush Blvd from NE 2nd Ave to SR A1A/ N Ocean Blvd., in the City of Delray Beach, Palm Beach County. **Reference: Jon Droge, PBOPs Construction Project Manager, (561) 632-5768.**

Jul. '20 – Jul. '21: SR 5/US-1 from S of Eve St. to S of Harborside Dr. in Palm Beach County, FL, FDOT District 4 (C9T76 / 439841-1-62-01). Senior Inspector.

This project included milling and resurfacing, driveway construction, drainage improvements, signalization improvements, and signing and pavement markings on SR 5. **Reference: Ben Abidian, E.I., CGC, PBOPs Project Administrator I, (561) 531-3090.**

Apr. '20 – Jul. '20: Swinton Ave. from S. 10th St. to NE 4th St./Lake Ida Rd. in Palm Beach County, FL, FDOT District 4 (C9T76 / 438389-1-62-01). Inspector. Reference: Jennifer Valmer, PBOPs Project Administrator, (561) 589-9234.

Aug. '19 – Jan. '20: CEI Services for ITS Infrastructure and Patterned Pavement Crosswalk for SR-706/Indiantown Road from Turnpike to SR-5/U.S.-1 in Palm Beach County, FL, FDOT District 4 (C9T76 / 432883-3-62-01). Senior Inspector. Reference: Virgil Versaggi, PE, Mehta, Sr. Project Engineer (813) 210-1811.

Sep. '18 – Aug. '19: U.S.-1/SR-5 Milling & Resurfacing from North of SE Salerno Road to North of SE Fischer Street, Martin County, FL, FDOT District 4 (C9M72 / 436096-1-62-01). Inspector. Reference: Mark Freeman, TCOPs Project Manager, (772) 429-4904

Jun. '18 – Feb. '19: Park & Ride Along Davie Road, Broward County, FDOT District 4 (C9T76 - Continuing Services for CEI Consultant Inspection Support Task Work Order No. 5 (C9T76 / 439776-1-62-01). Inspector. Reference: Mackendy Philippi, DOT Project Manager (954) 958-7505

Mar. '18 – Jun. '18: I-75 and I-95 Truck Parking Availability System (TPAS), Martin, St. Lucie and Broward Counties, FL, FDOT District 4 (C9T76 / 440090-1-52-01). Inspector.. Reference: Marla Hewson, DOT Project Manager (772) 349-6728

Anderson Santiago, EI

CONTRACT SUPPORT
SPECIALIST
INSPECTOR

Education

B.S./Civil Engineering, Florida
International University, 2017

Registration

Engineering Intern: FL
1100023122

TIN

S53200094

Years of Experience

6

Training & Certifications

- Final Estimates L1 & L2
- Advanced MOT

Mr. Santiago has 2 years of experience in geotechnical engineering and 4 years of experience in FDOT construction contract support. As a part-time engineering assistant and Staff Engineer, he has experience preparing proposals for geotechnical exploration, writing geotechnical reports, preparing soil boring location plans, conducting lab tests on select soil samples, communicating with underground utility owners, and drafting soil boring and soil profile sheets in MicroStation. As a Contract Support Specialist, he has experience in advanced contract administration documentation by tracking and reviewing monthly construction records such as weather letters and contractor's past performance rating reports, inputting contract documents into their appropriate database, receiving monthly payment estimates in electronic format from construction project administrators and tracking and processing the estimates through Electronic Estimate Disbursement and Financial Services Office, performing 60%, 90%, and 100% Final Estimate Quality Assurance Reviews for construction projects, recording the submittal of important final acceptance contract documents, driving to project sites to perform Resident Level Quality Assessment (QA) Reviews, Scheduling QA Reviews for residency personnel and maintaining accurate records of reviews that have been completed, reviewing final pay item quantities on Construction FINAL AS-BUILT PLANS.

Sept. '23 – Present: JMT CEI FL Pursuit Coordination. Mr. Watson currently assists JMT staff with project plans review, training coordination, and pursuit opportunities.

Jun. '19 – Aug. '23: Florida Department of Transportation District 6. *Contract Support Specialist.* Mr. Santiago performed advanced contract administration documentation for District 6. He tracked, reviewed, and input monthly construction records such as Weather Letters, and Contractor's Past Performance Rating Reports into their appropriate database. He verified the Daily Work Report backup was attached to the Weather Letter and the Contractor's Past Performance Rating Reports contain the correct number of workdays and pursued days. Mr. Santiago received the monthly payment estimates, tracked, and processed the estimates. He was also responsible for verifying that sufficient funds were available in the contracts. He performed 60%, 90% and 100% Final Estimate Quality Assurance Reviews for construction projects by reviewing documents for accuracy and completeness. Recorded the submittal of important final acceptance contract documents. Performed project site Resident Level Quality Assessment Reviews. Scheduled QA reviews for residency personnel and maintained accurate records of reviews. Reviewed final pay item quantities on Construction Final As-Built Plans, and prepared Work Order documentation.

May '17 – Jun. '19: Intertek PSI. As *Engineering Assistant*, Mr. Santiago's responsibilities included: preparing reports for Core Boring, Soil Profile and Soil Survey Sheet Drawings. Assisted with preparation of Geotechnical exploration proposals and Geotechnical Reports with detailed soil strata descriptions, noted groundwater level, allowable bearing capacity, and shallow foundation recommendations for various locations. He has also worked with utility coordination and scheduling drilling work to obtain soil samples. As Staff Engineer, Mr. Santiago was responsible for preparing proposals for geotechnical exploration for various projects, receiving monthly payment estimates, and inputting contract documents into their respective database.

A. Lee Watts III, PE

QUALITY ASSURANCE
REVIEW TEAM (QART)

Education

B.S. Civil Engineering, Auburn
University, 1982

Registration

Florida PE Cert. No. 38866
Alabama PE Cert. No. 29857-E
Georgia PE Cert. No. 033450

TIN#:

W32005259

Years of Experience

39

Training History & Certifications

- CTQP QC Manager
- ATTSA Advanced MOT
- SBCCI Building Inspector
- Critical Structures Construction
- Experience with Suretrac, P3 & Primavera P6 Professional Scheduling Programs

Mr. Watts' 39 years of CEI experience includes roadway and bridge construction projects for FDOT Districts 1, 2, 3, 4, 7, and Turnpike. His unique expertise includes conventional and design-build contract administration on extensive interstate/toll facilities, claim analysis and resolutions, CPM scheduling, project constructability issues, specialized maintenance of traffic alignments, and DRB proceedings. In addition to his proven technical performance on signature projects along I-75 and I-95, Mr. Watts' proactive management approach and dedication to client service have been instrumental to his success on numerous FDOT contracts.

Sept. '23 – Present: Port St. Lucie Blvd From Darwin Blvd To Gatlin Blvd., Port St. Lucie, FL. (*City Contract No: 2020007, City Project No 20160085, FDOT FM 431752-4-54-01*) *Sr. Project Engineer.* This project, administered on behalf of the City, includes FDOT funding oversight via a TRIP Agreement. The scope of work includes clearing & grubbing; widening; reconstruction; drainage modifications; concrete curb & gutter, traffic separator, and sidewalk; utility relocations, including water and sewer line installation; drill shafts; traffic signal installations; lighting; and ADA improvements. *Construction Value - \$8M; Duration – 540 days.*
Reference: Tom Salvador 772-370-5821, TSalvador@cityofpsl.com.

Jan. '22 – Present: CEI Services for St. Lucie West Blvd. at SR-9/I-95 from Champions Way to Peacock Blvd., St. Lucie County, FL, FDOT District 4 (CAF67/435337-1-52-01). *Sr. Project Engineer.* The project consists of widening St. Lucie West Blvd. at the I-95 interchange from Champions Way to Peacock Blvd. A new eastbound roadway and bridge over I-95 will be constructed, and the I-95 ramps will be reconstructed to increase capacity and alleviate traffic congestion. Additional work includes roadway reconstruction, milling, resurfacing and widening, earthwork, drainage, concrete sidewalk, curb and gutter, bridge construction, retaining walls, 7' buffered big lanes in each direction, lighting, signalization, landscaping, utility relocations, signage and pavement markings. *Construction Value - \$15.5M; Duration –*

588 days. **Reference: Marla Hewson, Treasure Coast Operations Project Manager, (772) 349-6728**

Dec. '17 – Apr. '23: Direct Connect Ramps to/from I-4 (SR-400) and Turnpike Mainline (SR-91) (Design-Build), Orange County, FL. *Florida's Turnpike Enterprise (C9X48/437166-2-52-01 & 437987-1-52-01).* *Sr. Project Engineer.* Construction of direct connectivity ramps (2,140 LF) from the Turnpike mainline (SR-91) to and from I-4 (SR-400) between MP 253.581 and MP 260.506 to improve traffic operations and safety at the interchange. Five existing toll sites within the project limits will be replaced with the implementation of all-electronic tolling (AET). The project also includes operational improvements at the Consulate Drive southbound off-ramp with AET and intersection improvements. Miscellaneous roadside improvements, pavement milling, and resurfacing. *Construction Value – \$83M.*
Reference: Monica Sweeney, PE Project Manager (352) 890-0654

Mar. '17 – Jun. '18: I-95 from SR-60/Osceola Boulevard to Brevard County Line, Indian River County, FL. FDOT District 4 (C9605/41304926201). *Project Manager.* This design-build project entailed widening 12.5 miles of I-95 from 4 to 6 lanes from north of the SR-60/Osceola Boulevard interchange to the Indian River/Brevard County line and replacing bridges over CR-512 with a new bridge to provide three lanes with widened shoulders in each direction. *Construction Value – \$55M.* **Reference: Kristopher Kehres, PE, TCOPs Project Manager, (772) 519-8443**

Jun. '15 – Mar. '17: SR-786/PGA Boulevard from SR-710 to West of Florida's Turnpike (Design-Build), Palm Beach County, FL. FDOT District 4 (C9J82/229396-2-62-01). *Sr. Project Engineer.* This design-build project raised the profile of the existing two-lane roadway to provide flood protection for the roadway itself and to restore the hydrological connections associated with the Loxahatchee Slough. *Construction Value – \$9.5M.* **Reference: Melanie Straub, PE, FDOT D4 PBOPS (561) 432-4966**

CEI Group 15-E, Tallahassee, Leon County, FL. FDOT District 3 (C9H23). *Sr. Project Engineer.* Two 3R projects involved milling, resurfacing, safety and drainage improvements for SR-10 (U.S.-90) (Mahan Drive) from SR-265 (Magnolia Drive) to SR-261 (U.S.-319/Capital Circle) and SR-261 (U.S.-319/Capital Circle) from Park Avenue to CR-151 (Centerville Road). *Construction Value – \$2M.*
Reference: Tony Walters, FDOT Project Manager, Midway Operations Center (850) 694-5112

Oct. '14 – Mar. '17: Veterans Expressway Widening, Tampa, FL. Florida's Turnpike Enterprise (C9A26/406151-1-62-01). *QA/QC Officer.* Provided assistance and reviewed such items as utilities, maintenance of traffic, construction sequences and phasing, permit requirement and conditions, quantities, and equipment requirements. *Construction Value - \$46M; Reference: Fernando Gomez, Project Manager (407) 468-7909*

Luke Brolmann, PE

QUALITY ASSURANCE REVIEW
TEAM (QART)

Education

BS/Civil Engineering, University of
North Florida, 2011

AA/Engineering, Indian River State
College, 2008

Registration

Professional Engineer: FL 82308

TIN

B64553886

Years of Experience

11

Training & Certifications

- Earthwork L1 & L2
- Final Estimates L1 & L2
- Asphalt Paving L1 & L2
- Advanced MOT
- QC Manager
- ACI Field Testing Tech 1
- IMSA Traffic Signal Tech L1
- Nuclear Safety Certification
- HAZMAT
- NRMCA Pervious Concrete Tech
- Critical Structures
- Auger Cast Pile Inspector
- MSE Wall Inspector
- Radiation Safety Officer
- OSHA 10 Hr. Safety & Health
- Stormwater Erosion and
Sedimentation Control Inspector
- TRACK Security Awareness

Mr. Brolmann has progressed from Inspector to Project Administrator over the past 11 years on FDOT and Treasure Coast Operations roadway and bridge projects due to his keen eye for detail and professionalism. He is well-versed in FDOT programs such as PrC and MAC. He has technical expertise in the design of transportation/civil projects and can bring a unique perspective to CEI projects. He also has experience on the contractor's side on vertical construction projects.

Jul. '23 – Present: Bayshore Blvd. at Lakehurst Dr. Intersection Project, Port St. Lucie, FL. *Project Manager.* JMT is providing CEI services to the City of Port St. Lucie to install a new mast arm traffic signal at the intersection of SW Bayshore Blvd. and SW Lakehurst Dr. Project items include four (4) new traffic signal mast arms and foundations and controller assembly, vehicle video detection equipment, pedestrian signals and detectors, signal cable, sidewalk curb ramps, signs, and pavement markings. *Construction Value – \$684,368; Duration – 270 Days.* **Reference: Paul Johnson, City of Port St. Lucie Project Manager, (772) 871-5182.**

Jul. '23 – Present: Gatlin Blvd. Adaptive Signal Project, Port St. Lucie, FL. *Project Manager.* JMT is providing CEI services to the City of Port St. Lucie to install new traffic cameras, ITS and Signal cable, and vehicle video detection equipment at signalized intersections, optimization of green time, and addition of adaptive traffic signal control along Gatlin Blvd. within the City of Port St. Lucie. Intersections include Village Pkwy., Brescia St., Savage Blvd./Fondura Rd., Import Dr., Rosser Blvd., and Savon Blvd. *Construction Value – \$477,254; Duration – 120 Days.* **Reference: Joe DeFronzo, City of Port St. Lucie Project Manager, (772) 871-5111.**

Jan. '22 – Present: Reconstruction of Port St. Lucie Blvd. from Darwin to Alcantarra, St. Lucie County, FL, FDOT District 4 (CAF67 | 431752-6-62-01). *Project Administrator.* This project includes CEI services for modifying the existing 2-lane undivided to a 4-lane urban roadway on a critical north-south corridor of southern Port St. Lucie. The project includes full roadway reconstruction and widening, concrete (sidewalk, driveway, curb and gutter, and textured), earthwork construction for a new pond and ditch excavation, a new closed drainage system, extensive utility relocates including water/wastewater, lighting, new signalization, landscaping & irrigation, etc. *Construction Value - \$11.5M; Duration – 709 days.* **Reference: Mark Freeman, Treasure Coast Operations Project Manager, (772) 429-4904.**

Jan. '23 – Jul. '23: Header Canal Rd. Resurfacing Project, St. Lucie County, FL. St. Lucie County. *Project Manager.* JMT provided CEI services to St. Lucie County for full-depth reclamation and Cold In-Place Recycling of 5.1 miles of Header Canal Rd. from SR-70 (Okeechobee Rd.) to SR-68 (Orange Ave.). Other project items included milling and resurfacing with Hot Mix Asphalt, minor widening, shoulder stabilization, and new pavement markings. *Construction Value - \$3.2M; Duration – 140 days.* **Reference: Shannon Mieras, Project Manager, (772) 462-1813**

Reconstruction of Midway Road (CR-712) from west of 25th Street to East of US 1, St. Lucie County, FL FDOT District 4 This project entails CEI services for congestion relief on a major St. Lucie County East-West evacuation corridor. This project includes modifying the existing 2-lane undivided to a 4-lane urban roadway, realignment of the White City Park entrance, and numerous side street improvements. It also includes full bridge replacement with Florida I-beams and cast-in-place bridge deck, retaining walls, new signalized intersections with drilled shafts, major utility improvements, new street lighting, landscaping, irrigation, etc. As the Project Administrator, Mr. Brolmann is responsible for full administration of all project activities, management of CEI field staff, coordination with stakeholders, review of all project documentation, plan revisions, contractor submittals, shop drawings, as-builts, etc. *Construction Value - \$31.4M; Duration – 1,748 days.* **Reference: John Spivey, Treasure Coast Operations Project Manager, (772) 216-4273.**

Indian River Dr. Traffic Calming Project, St. Lucie County, FL. St. Lucie County. *Project Manager.* *Construction Value - \$1.0M; Duration – 65 days.* **Reference: Shannon Mieras, Project Manager, (772) 462-1813.**

SR-5 (US-1) Resurfacing, Martin County, FL. FDOT District 4 (C9A94 | 427023-1-62-01). *Sr. Inspector.* *Construction Value - \$4.4M; Duration – 382 days.* **Reference: Kristopher Kehres, PE, Treasure Coast Operations Project Manager, (772) 519-8443.**

SR-70 Segment 3 Reconstruction from East of Summerlin Road to East of Bridge #940113, St. Lucie County, FL. FDOT District 4 (C8H20 | 230262-3-62-01). *Construction Value - \$12.4M (ARRA funded).* **Reference: ChloAnn Lawrence, Treasure Coast Operations Project Manager, (772) 429-4866.**

Dan Dan Zhao, PE

QUALITY ASSURANCE REVIEW TEAM
(QART)

Education

BS / Civil Engineering, Florida State
University, 2010

Registration

Florida PE Cert. No. 82464
TIN#: Z00016486

Years of Experience

11

Training History & Certifications

- Asphalt Paving Levels 1 & 2
- Concrete Field Technician Level 1
- Earthwork Levels 1 & 2
- Final Estimates Levels 1 & 2
- QC Manager
- Advanced MOT
- Critical Structures
- ACI Concrete Tech. Level 1
- IMSA Traffic Signal Inspector Lev.1
- HAZMAT Certification
- Nuclear Gauge Safety Certification
- Drilled Shaft
- FDOT PrC / MAC / ProjectSolve

Ms. Zhao is well-versed in FDOT standard specifications, standard plans, and procedures. Her abilities have constantly exceeded the Department's expectations as she continually strives to exceed the needs of our clients in the pursuit of quality, time, and money goals. She establishes high expectations for her performance and that of the Team.

Aug. '22 – Present: Pushbutton Contract for Miscellaneous Roadway Construction, Indian River, St. Lucie & Martin Counties, FL, FDOT District 4 (CA850/432645-3-62-01). *CEI Contract Support Specialist (CSS).* Pushbutton contract for misc. roadway construction which consists of but not limited to, M&R, drainage, concrete, guardrail, signalization, signing, and pavement markings improvements. **References: Donald Larson, Treasurer Coast Operations Project Administrator II (772) 828-1789**

July '21 – Present: Various Roadway Design Projects for FDOT Districts 4 & 6, FL *Project Manager/Project Engineer.* 3-R improvement and reconstruction roadway design projects that include: SR-5/US-1 from south of Atlantic Ave. to north of Sample Rd., Broward County (448401-1-52-01); SR-9336 from SW 192nd Ave to west of SR-5/US-1, Miami-Dade County (445992-1-52-01); SR-80/Southern Blvd Ramps and SR-7/US-441 Intersection Improvement, Palm Beach County (43786815201); SR 838/Sunrise Blvd. from I-95 to SR-5/US-1, Broward County (44767815201) and various TWOs from contract CAJ55. **References: Thuc Le, PE, D4 Design PM (954) 777-4552; Ivette Funtanellas, PE, D6 Design PM (305) 470-5270**

Mar. '21 – June '21: SR-5/US-1 from N. of NW Britt Rd. to S. of SR 732/Jensen Beach Blvd., Martin County, FL, FDOT District 4 (CA850/436967-1-62-01). *CSS.* The improvements include M&R, concrete sidewalk, curb and gutter, signalization upgrades including new mast arms, pedestrian signals, vehicular and pedestrian detection, and signing and pavement markings. **Reference: Tim Thomas, Treasure Coast Operations Project Administrator II (772) 349-8032**

Apr. '20 – Mar. '21: Swinton Avenue from S. 10th St. to NE 4th St./Lake Ida Rd., Palm Beach County, FL, FDOT District 4 (CA092/438389-1-62-01). *(Creative Engineering Group, Inc.). CEI Project Administrator/CSS.* This was an off-system project in the City of Delray Beach. The improvements included milling and resurfacing, sidewalk construction with root bridging in extensive tree areas, drainage improvements including French Drain, installation of signalization loops, and signing and pavement markings. **Reference: Khosrow "KG" Gandjei, EI, Palm Beach Operations Project Manager (561) 531-3877**

Jan. '19 – May '22: Continuing Services for CEI Consultant Inspection Support, Broward County, FL, FDOT District 4 (C9776/433732-1-62-01). *CEI Consultant Engineer.* **Reference: Deb Rine, Broward Operations District-Wide Project Manager (954) 940-7588**

Jan. '19 – Apr. '19: Northlake Boulevard and Military Trail Intersection Improvements, Palm Beach County, FL (Project No. 2013519). *CEI Project Engineer.* **Reference: Stephen O'Neil, Chief Construction Coordinator (561) 684-4180**

May '17 – Dec. '18: Various Roadway Design Projects for FDOT Districts 4 & 6, FL. *Project Engineer.* **References: Thuc Le, PE, D4 Design PM (954) 777-4552; Ivette Funtanellas, PE, D6 Design PM (305) 470-5270**

Feb. '17 – Apr. '17: U.S.-17 from South of West 9th to North of West 3rd Street, Town of Zolfo Springs, Hardee County, FL, FDOT District 1 (C9553/420633-3-62-01). *CSS (Role also included Project Engineer responsibilities).* **Reference: Susan Hindman, Heartland Operations Center (863) 471-4860**

Oct. '15 – Dec. '17: SR-93/I-75 from Broward County Line to East of SR-951, Collier County, FL, FDOT District 1 (C9K97/43609216201). *CSS (Role also included Project Engineer responsibilities).* **Reference: Dennis Day, Fort Myers Ops Center (239) 985-7870**

Nov. '14 – Sep '15: General Assign, Treasure Coast Operations Center, Martin County, FL, FDOT District 4 (C9375). *CSS.* Under this general assignment with Treasure Coast Operations Center, Ms. Zhao assisted in-house FDOT Project Administrators on various projects. Ms. Zhao was responsible for generating monthly progress estimates, tracking material certifications, updating materials package in virtual-in-box, creating change orders in SiteManager, as well as preparing work orders and/or supplemental agreements.



YVES-STANLEY “STAN” DELMAS, PE

SENIOR GEOTECHNICAL ENGINEER | PROJECT MANAGER

EDUCATION:

Florida Atlantic
Univ.
Bachelor of
Science Civil
Engineering
2010

REGISTRATIONS:

FL PE #80352
IL PE# 062-
071169
PA PE# 089151

EXPERIENCE: 13 YRS.

YRS AT H2R: 6

CERTIFICATIONS:

TIN D45297785

PAPERS WRITTEN:

D. Rancman, T.
Nguyen, D. Hart, Y.S.
Delmas. “Pile Group
Effects and Soil
Dilatancy at the Fort
Lauderdale
International Airport,
Proceedings of the
2018 International
Foundations Congress
and Equipment
Exposition (FCEE),
Orlando, FL

Mr. Delmas is responsible for the geotechnical design of civil projects, and the coordination of construction-phase services and inspections. Mr. Delmas's design and knowledge of both geotechnical and conventional testing field services result in a skill set that combines his knowledge of design intent and the importance of collecting quality field data. He is experienced in geotechnical construction projects where mix designs, and in-situ testing is critical to the project's success. In addition, he has significant laboratory experience. He has logged drilled rigs in several states and is very familiar with Florida geology. Mr. Delmas is highly experienced in both deep foundation quality assurance as well as design, including ACIP pilings, driven pilings, and drilled shafts (including non-redundant).

I-395, I-95, SR836 SIGNATURE BRIDGE - MIAMI – DADE COUNTY, FL / FDOT D6

2019 – PRESENT Enhancements along I-395 are from the SR 836/I-95/I-395 (Midtown) Interchange to the MacArthur Causeway, approximately 1.4 miles long. The project will completely reconstruct the existing facility and create a signature bridge that will span 1,025 feet over NE 2 Avenue and SR5/Biscayne Boulevard, redefining the Miami skyline with its six sweeping arches. Enhancements are also from NW 8 Street to NW 29 Street and include the total replacement of the concrete pavement for both the northbound and southbound travel lanes. Mr. Delmas is responsible for providing geotechnical support to the Construction, Engineering, and Inspection (CEI) team. His responsibilities include reviewing and overseeing all geotechnical-related information submitted by the design-build team to identify discrepancies and to ensure that the foundations are constructed according to the design plans and the Florida Department of Transportation's specifications.

TAMIAMI TRAIL 2.6-MILE BRIDGE, FL, MIAMI – DADE COUNTY, FL / FDOT D6, 2017 – 2019 As part of the Comprehensive Everglades Restoration Plan (CERP), The Florida Department of Transportation and the National Park Service replaced a portion of the Tamiami Trail Road/U.S. Highway 41 with a new 2.6 mile-long bridge. Mr. Delmas was responsible to provide geotechnical support to the CEI team.

SR 997/KROME AVE FROM SW 136 ST TO SW 232 ST. MIAMI – DADE COUNTY, FL / FDOT D6, 2017 – 2019 The project involved rebuilding and widening of Krome Avenue from a two-lane roadway to a four-lane roadway divided by a 40-foot grassed median and constructing a new bridge over the C-102 Canal. Mr. Delmas was the Geotechnical Engineer responsible for DLT using PDA for Bridge 871187 over canal C-102. Also performed Cross Hole Sonic Logging (CSL) to check the integrity of drilled shafts that were not installed in accordance with FDOT specifications.

SR836 INTERCHANGE MODIFICATIONS AT NW 87TH AVE – MIAMI – DADE COUNTY, FL MIAMI-DADE EXPRESSWAY AUTHORITY 2016 - 2019

S.R. 821 WIDENING FROM N. OF SW 72ND TO N. OF SW 40TH ST. - MIAMI – DADE COUNTY, FL / FDOT FLORIDA'S TURNPIKE ENTERPRISE 2016 – 2019

BRIDGES OF THE ISLES & SUNRISE KEY BRIDGE REPLACEMENTS – BROWARD COUNTY, FL / FDOT D4 2013 –2015

I-75 WIDENING PROJECT, SEGMENTS AB, BROWARD COUNTY, FL, FDOT D6 2013 – 2014.

SR 826/SR 836 INTERCHANGE RECONSTRUCTION, MIAMI – DADE COUNTY, FL / MDX, 2010 – 2012



E | Approach to Scope of Work



Tab E | Understanding, Approach, and Methodology

PROJECT UNDERSTANDING | Having a firm understanding of the project scope and establishing a plan to ensure success is the critical first step when starting a project like the **Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network reconstruction**. The JMT Team has the experience to properly approach and manage the project through Final Acceptance in compliance of the Florida Department of Transportation **Local Agency Program (LAP)**.

INTENT OF PROJECT: The intent of this project is to improve the sidewalk network of the Hollywood Beach Heights and Hollywood Beach Estates residential neighborhood, of the City of Hollywood, in Florida. The community is comprised of single-family homes and several scattered businesses. The area contains a mix of heavy, drooping shrubbery and towering stately palm trees while majestic oak trees shade the neighborhood's maze-like streets. The project limits are bordered by **Taft Street** on the north side, **N 56th Avenue** on the east side, **State Road 7** on the west side, and **Johnson Street** on the south side.

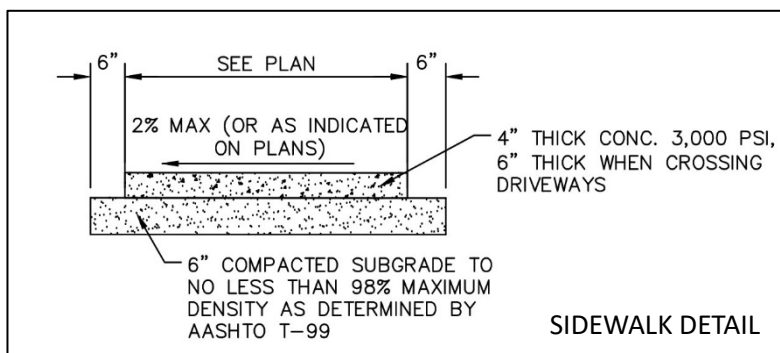


SCOPE OF PROJECT: The scope of work under this contract consists of the construction of new sidewalks and driveways, the installation of detectable warning surfaces (DWS), curb and gutter, valley gutters, swales, traffic signs and pavement markings, tree removal and disposal, and landscaping.

Per the plans cover sheet, construction under this contract is to be done in accordance with FDOT's Standard Plans FY 2023-24 and Standard Specifications May 2023 Edition, and Minimum Standards for Design (Greenbook) 2018 Edition. However, signage and pavement markings will follow Broward County Minimum Standards.

SIDEWALK AND DRIVEWAYS: This project calls for approximately 23,627 linear feet of new or improved sidewalk. Per the plans, the

proposed sidewalks will be 4 inches in thickness, or 6 inches in thickness (with wire mesh) when crossing driveways, by 5 feet in width, and will comply with **Americans with Disabilities Act (ADA)** standards. Prior to the removal of the concrete slab, a saw cut will be done to the nearest flag joint to make sure a clean and undisturbed footprint. We understand 6 inches compacted subgrade to no less than 98% max density as determined by the Standard Method of Test for Moisture (AASHTO T-99) is required per the plans. The concrete mix will be **3,000 PSI at 28 days**, broom finished and cured by an approved method. Page C500 – Standard Details, provides the sidewalk design and 3 sidewalk joint details to apply on a case-by-case basis: Type A at curves, Type B every 5 feet and Type C where sidewalk abuts concrete curbs, driveways, existing sidewalks or any other similar structure. We also understand driveways will be milled and resurfaced to match new sidewalk grade, if needed.



GEOTECH SERVICES: To comply with the LAP Manual and City of Hollywood testing requirements, our firm will be providing material sampling and testing for earthwork and concrete activities. While JMT has the in-house capabilities and experience to successfully deliver this project to the City, we have further enhanced our expertise and resources by adding **H2R Corp.** (H2R) for Geotechnical and Inspection Support. We will be using their laboratory for Proctors and concrete cylinders breaking.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP): Our Team is aware the contractor must remain compliant with the Best Management Practices (BMPs) established by Broward County Land Development Regulations, the Florida Department of Environmental Protection (FDEP), the South Florida Water Management District (SFWMD), and the US Environmental Protection Agency (EPA) addressing the implementation of **erosion and sediment control devices and dust control techniques**. Our staff



Tab E | Understanding, Approach, and Methodology

has extensive experience in the implementation, inspection, examination, and documentation of SWPPP controls. Weekly Erosion Control Inspections will be performed to ensure continuous compliance and monitoring. Plan sheet C200, General Erosion Control Notes (note No. 1) require the contractor to obtain the NPDES permit as the facilities operator, and the implementation is incidental to the cost of Erosion/Sediment Control. Also, Best Management Practices (BMPs) (note No. 19) states the contractor shall be responsible for all costs and fees for implementing the measures.

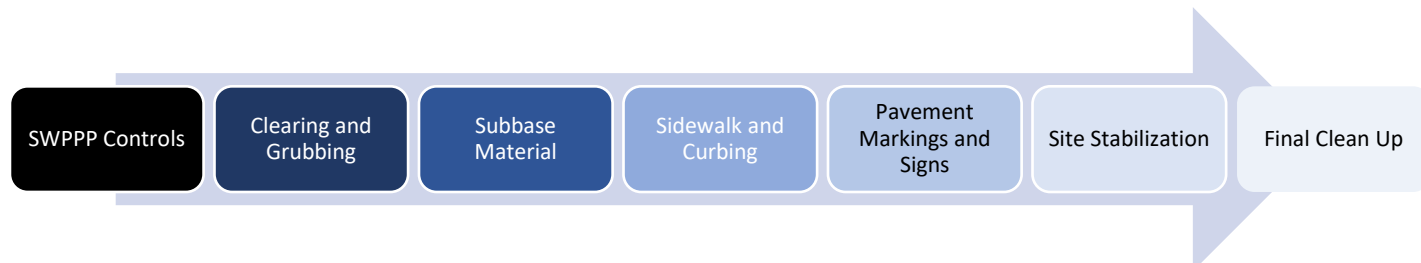
MAINTENANCE OF TRAFFIC (MOT) & SAFETY: Our Team has years of experience with MOT and safety within the work zone. Our field inspectors and engineers hold certifications for **FDOT MOT** and **OSHA 30-Hours Training**. Access to all properties, mailboxes, and driveways should be maintained during construction. Sidewalk detours shall follow FDOT Standard Plans 102-660. Per General note XI-3, on plan sheet C101, a request for proposed lane closures shall be submitted by the Contractor for review and approval. According to FDOT's Standard Plans work within a Two-lane, Two-way roadway, shoulder and approaching intersections should follow Index 102-602, 102-603 and 102-604 accordingly.

CLIMATE CHANGES & RESILIENCY: Although Hollywood Heights neighborhood is not part of Florida's Evacuation zones, the contractor should submit an emergency evacuation plan, including egress westerly of SR-7, to ensure the safety of residents in the event of an emergency. Beverly Park flood zones have designations as Zone X (Moderate flood hazard area) and Zone AH (Shallow flooding area) and is approximately 6 miles from the coast and no bodies of water are within the project limits, therefore, no effects are expected by the sea level rise or king tides. One thing we can focus is on the materials being incorporated into the project and enforcing **Build America Buy America** to source as locally as possible and minimize transport of goods. Also ensuring high quality products that will last longer than their design life and will require minimal to no maintenance.

ERFQ SERVICES: The services required under this eRFP are standard Construction Engineering Inspection (CEI). They include Constructability and Cost Savings Initiative (CSI) reviews; Pre-construction, Progress, and Coordination Meetings; submit the Monthly LAP Compliance Checklist; conduct and review the Employee EEO labor interviews; ensure DBE goals are been met; Schedule and submittals review; coordination of testing, sampling, and materials acceptance as per the LAP Manual; on-site inspection for conformance with contract documents, including photos, videos, and reports; tracking of pay items and payment processing; coordination with City Staff, PIO, landowners, etc.; direct field adjustments (not requiring EOR authorizations) and respond to RFI's; analyze Change Orders and prepare recommendations; perform substantial and final walk-throughs; review as-builts for completeness; review claims; and additional services to successfully deliver the project. JMT has a Team that is more than prepared to handle these services and provide any additional that the City requests.

FUNDING & LOCAL PROCESS (GAP): The project is funded by the Florida Department of Transportation **Local Agency Program (LAP)**. Funding covers construction and CEI services. The FDOT District 4 LAP Coordinators, **Landy Ductan and Victoria Ulysse**, will provide project level support and oversight for the LAP. Final invoicing must be submitted to FDOT within 120 days after project completion. The Project will be administered in full compliance with FDOT's LAP Manual, including Monthly **Project Management Status Reports (PMSR)**, Weather/Holiday Concurrence letters, Engineer's Certification of Compliance, etc. GAP is the recognized platform for managing the grant process. All required project documents, including project estimates, plans, certifications, reports, invoicing, monitoring, compliance, etc. are stored and maintained in GAP. **We are currently working with FDOT District 4 and Treasure Coast Operations on (3) active off-state highway projects with local municipalities!** Ensuring accurate project documentation and detailed record-keeping is paramount to funding reimbursement.

SEQUENCE OF CONSTRUCTION: Even though the Contractor has their own "means and methods" to complete the construction, the construction plans provide a base construction sequence:



Tab E | Understanding, Approach, and Methodology

APPROACH AND METHODOLOGY | Having a solid management plan is essential for planning, organizing, scheduling, coordinating, and administering an infrastructure project with this scope. At JMT, we have successfully delivered numerous projects to our clients over the years throughout the region and have proven tools to apply to this project.

PROJECT COMMITMENTS: An important aspect of a Management Plan is ensuring everyone has a common goal. In this case, it is completing the **Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network reconstruction** safely, on time, under budget, and in compliance with the LAP process while still allowing the Contractor to be profitable and continue delivering high-quality projects to the tax-paying public. Once everyone understands the goal of the project, then delving into the details and understanding important project commitments is next. What may be important to one stakeholder may not mean anything to the next. Our Team does an excellent job of tracking these commitments and getting to know the stakeholders so we can balance project decisions and execute the deliverables, as required by our contract with the City.

COMMUNICATION & RESPONSIVENESS: As simple as it sounds, having open and honest communication is the number one factor in successfully delivering a project of this magnitude. It takes all Team members in unison to handle project adversity and develop real-world solutions. The term Team is not just the CEI Staff, but it also includes the City, Contractor, and local stakeholders, including permitting agencies, business owners, and the traveling public. Our Team understands how to communicate and when and by what method. Sometimes it is important to pick up the phone and make a call to address an immediate concern, while other issues can be handled via email or text messaging. Understanding your audience is also critical in delivering the message. Fortunately for our staff, we have worked closely with the City on various projects, and we also have an excellent relationship with the local contractor firms that we anticipate bidding on the project. Those relationships help us reduce the learning curve of communication on a new project and move right into project details and issues.

SAFETY: Another area of extreme importance is the safety of the traveling public, and workers involved with the project, including City staff, CEI staff, and visitors. We are very familiar with **OSHA requirements** and are not afraid to shut a project down for serious violations that could result in a fatality. We perform daily Maintenance of Traffic (MOT) "runs" checking device locations, condition, and effectiveness for both vehicular and pedestrian traffic. We enforce all forms of Personal Protection Equipment (PPE) while on-site to minimize liability and follow strict guidelines of the Contractor's Safety Team. Conditions can change quickly on a project site, and we educate and equip our staff to handle serious situations. We will ensure safety is discussed at every Progress Meeting and that the Contractor is proactive in informing the local community of upcoming traffic shifts and detours/shutdowns.

SCHEDULE: A big item that can lead to the success of a reconstruction project like this is a thorough and detailed baseline Critical Path Method (CPM) Schedule. We work very closely with the Contractor to create a realistic schedule at the onset of the project to use as a "Road Map" to completion. We coordinate with our field staff to track activity dates and ensure the schedule is updated accurately throughout the life of the job. This is where experience on these types of projects and having a Team with local knowledge of the area is a huge asset to successfully completing the project. The JMT Team was established to provide the guidance needed to assist the Contractor in getting off on the right foot for this project. **Look Ahead Schedules** will be provided weekly or biweekly, depending on Progress Meeting schedules to ensure activities are forecasted well in advance so that proper staffing, reviews, and project administration can occur.

QUALITY ASSURANCE AND QUALITY CONTROL: Our QA Review Team (QART), led by Lee Watts, PE, and Luke Brolmann, PE, will review all contract commitments, unique contract challenges, and stakeholder interests. A large focus will be on quality concrete operations, including material and placement. The QART will ensure the project Team effectively coordinates and communicates project activities, maintains complete, accurate records of all activities, resolves/negotiates contract changes, and enforces contract provisions while following the applicable policies and procedures. Our commitment to quality is also evidenced by JMT meeting the rigid, internationally recognized **ISO 9001:2015 Standard** for quality management excellence. This endeavor by our Corporate Office involved numerous reviews and submittals. We are extremely proud to be one of a select few local firms that maintain this ISO standard.



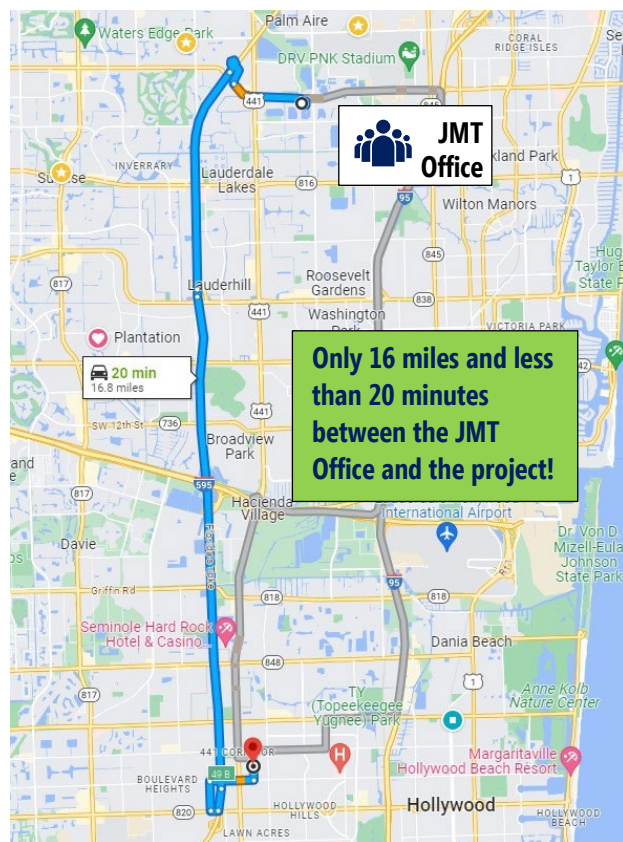
Tab E | Understanding, Approach, and Methodology

COORDINATION & COMMUNICATION | Coordination between the Project Team, including the CEI Team, City staff, the Contractor, and all involved stakeholders is critical in delivering a high-quality project. Our Team maintains open lines of communication via phone calls, text strings, emails, letters, etc., to constantly and consistently manage our projects. A few critical aspects to our approach & methodology for coordination efforts are detailed further below.

JMT TEAM LOCATION: With offices strategically located throughout Florida, including our local office in Broward County, only 17 miles from the project site, JMT has built an outstanding reputation for providing quality innovative engineering solutions that bring value to the clients and the communities we serve. Client satisfaction is the cornerstone of JMT's management philosophy and is integral to our client-focused philosophy. To that end, we ensure that all CEI contracts are completed within budget and schedule, to the satisfaction of our clients and the communities involved by incorporating the following essential elements:

- Assemble a **local** Team with relevant expertise and experience with CEI management and inspection.
- Provide a **proven staff** that consistently delivers quality construction projects on time and under budget.
- **Commit** to partnering, claim avoidance, and issue resolution with all stakeholders.
- **Maintain coordination** with the City, Contractor(s), business owners, residents, and the traveling public.

This contract will be administered out of our office in Broward County next to FDOT District 4 Office. The address is **3250 W Commercial Blvd., Fort Lauderdale, FL 33309**. JMT's Team is a continuation of past and current successful working relationships, not only with each other but also with the City.



6P MEETINGS: We set the tone early by initiating all critical 6P Meetings: **Pre-Services, Partnering, Pre-Construction, Pre-Activity, Progress, and Post-Construction**. In addition to these meetings, we schedule a "Design Hand-Off" meeting with the City and EOR, Stefano Viola, PE, to discuss design challenges. We sit down as a Team prior to Notice to Proceed (NTP) to discuss individual project components and ensure our QA/QC Inspection Guidelists are current. We review the corridor with the Contractor to document existing project conditions and identify any potential maintenance issues during the life of the project. We hold Pre-Activity Meetings to discuss methodology, schedule, equipment, and submittals. We schedule a Post Construction Meeting with the City to ensure a full transfer of Lessons Learned is discussed, and any open-ended issues are fully resolved.

PUBLIC INFORMATION OUTREACH: JMT has a history of working with Public Information Officials (PIO) on numerous projects. We know the importance of their role in City projects and helping address and resolve issues before they escalate to City Council. Even though every project is different, we still understand what type of deliverables are required from the CEI and the Contractor, and we genuinely look forward to establish a partnership with the City PIO on this project. We will assist the City with sponsoring any events, as requested for this project.

SUBCONTRACTOR CONTROL: An important aspect of contract/project management is the control of subcontractor activities by the Prime Contractor. Control doesn't necessarily mean telling them how to perform their job. It includes scheduling their activities, so they don't create conflicts or cause rework. It includes ensuring all of their submittals are timely and meet the contract's requirements. It includes ensuring a safe working environment and professional representation at all times. Subcontractor control

Tab E | Understanding, Approach, and Methodology

is extremely important in executing a project as they are valuable assets to the Prime Contractor in completing their portion of work.

PARTNERING: Our Team thrives on creating valuable partnerships on projects and throughout the industry. The first step we take is to hold an Internal Partnering Meeting. This is important for many reasons. It allows us to update any of our project forms and inspection Guidelists to make sure we are working off the most recent versions. It clearly defines our staff roles and responsibilities on the project to not miss anything during construction. It helps set our internal Escalation Matrix for decision-making protocols. We also set up a Buddy System with checks and balances, reviewing paperwork, and completing action item tasks. Additionally, we initiate our Daily Email Recap system and schedule our own Weekly Team Update schedule to discuss safety and upcoming activities and prioritize project items. Next, we like to hold an External Partnering Meeting, even if it's informal in the field to ensure all stakeholders are on the same page prior to starting the project. We feel that this meeting accomplishes that by creating a healthy Team dynamic.

ESCALATION: We feel allowing the decision-making process to start at the lowest level possible is imperative. Minor items in the field can be addressed by the inspection staff and documented as such. However, more serious infractions may need to be addressed by the Project Manager. At the onset of the project, we establish an **Escalation Matrix**, including Contractor and City staff, so that the proper notifications can be processed up the chain of command. If an adequate response isn't provided based on the severity of the issue, the appropriate staff is notified. Regardless of the concern, we always keep our City Project Manager informed so questions from City Management staff don't blindsides them.

SCHEDULING & STAFFING | Our Team understands that well-organized CPM baseline schedules are critical to the success of these types of projects. Our Management staff will analyze the baseline and monthly updates to ensure they meet all contract requirements, including all contract activities, and clearly delineate activities while maintaining realistic and concise durations. They will identify plan errors, anticipated issues and determine areas where production rates can increase while reducing the budget. They will consult with field staff to verify the activity's Actual Dates when Final Acceptance is granted, and the as-built schedule is done! Our Team uses numerous scheduling tools and software for projects, including Primavera P6, Bluebeam, and Ron Winters Schedule Analyzer.

CPM ANALYSIS AND LOOK AHEAD SCHEDULES: Two critical tools in successfully managing this project will be the **CPM Schedule** Updates and **Look Ahead Schedules** prepared by the Contractor. Our Team will use these for a multitude of purposes: scheduling staff, coordinating with stakeholders,

Proposed Project Staff	
Steven Haines, PE, LEED AP	Senior Project Engineer / Project Manager
Christopher Rive, PE	Project Administrator
Juan Rodriguez	Senior Inspector
Anderson Santiago, EI	Contract Support Specialist / Inspector
Back-Up Staff Available	
Jason Hahn, PE	Corporate Deputy CEI Lead
Wesley Kraft, EI	Deputy Project Manager
Luke Brolmann, PE	Project Administrator / Quality Assurance
Keith Kummer	Senior Inspector
Richard Dovey	Senior Inspector / Drone Support
Joseph Knowlton	Senior Inspector
James Ashburn	Senior Inspector
Felix Roman	Senior Inspector
Steve Lecher, Jr	Senior Inspector
Tyler Harvey	Inspector / Lighting & ITS Specialist
Ed Stepaniak	Inspector / Survey Support
Tearle Hitchcox	Inspector
James Bowyer	Inspector / Survey Support
Nicholas Miller	Inspector's Aide
Brent Stone	Inspector's Aide
Lauren Paquette	Assistant Contract Support Specialist / Admin.
Stan Delmas, PE	Senior Geotechnical Engineer



Tab E | Understanding, Approach, and Methodology

planning work activities and equipment needs, organizing files for certifications and payment, etc. The CPM Updates will be expected monthly with the Contractor's invoice, while the Look Ahead Schedules will be provided weekly or biweekly, depending on Progress Meeting schedules. Either way, the activities will be forecasted well in advance so that proper administration can occur.

SCHEDULE MANAGEMENT: As discussed above, our Team understands the importance of a detailed and inclusive baseline Critical Path Method (CPM) Schedule. We have extensive experience analyzing and refining schedule submittals for complex reconstruction projects. JMT recently worked directly with FDOT District 4 to provide Plans Review, Schedule Creation, and Construction Time Estimating services for future projects. JMT is also fully supported by a Project Controls Department that focuses on schedule construction and analysis for Construction Management, led by Prad Maraj, PE, PSP, CCM, if the need arises to bring in additional resources.

CORPORATE & STAFF SUPPORT: Our Team is a healthy balance of seasoned veterans and youthful experience! The Team was developed with proactive Corporate Support from JMT and our subconsultant partner. Our Regional Manager, Sergio Quevedo, PE, and our Corporate Deputy CEI Lead, Jason Hahn, PE, will provide the necessary corporate support to ensure the project is a success. They have unique insight into the relevant transportation industry procedures, processes, and current local industry trends. We take pride in our work, emphasizing openness and honesty while striving to deliver the best product to the City and the end-user – the traveling, tax-paying public, and local businesses. We will work with the City and the Contractor to proactively, responsively, and professionally accomplish contract objectives!

A critical component of the JMT Team is the redundancy of our staff. We have a full complement of local backup staff for each position on this contract. Not only is our personnel adept at functioning in various capacities during a project, but we also have numerous support staff who can assist the Team. Our local Broward County office manages all of our FL CEI requirements for Density Gauge storage, and all field inspection equipment ordering and servicing gets routed through that office. Additionally, Luke Brolmann, PE, is our FL Resident Safety Officer (RSO) and ensures strict compliance with state and federal health and safety guidelines.

SITE INSPECTION: The "**boots on the ground**" staff are critical to the success of any project as they become the eyes and ears in the field. Our staff has an excellent reputation for being very detailed and proactive with site inspections. They understand the importance of contract documents, Specifications, and strict adherence to all contract notes and requirements. They are adept at bringing things to the Contractor's attention well in advance of that activity to ensure they are prepared. Our excellent mix of field staff with extensive local knowledge is perfect for this project. Our Project Administrator, Christopher Rive, PE, is currently managing the **Tree Mitigation Project for Hollywood Bike Lane Improvements (IFB-4727-22-WV), with Rudy Damas as the City PM**. We have a field-tested system of documenting daily activities and also providing an email recap to all pertinent stakeholders. This gives everyone a quick snapshot of project progress and also documents any delays or impacts that may not otherwise be captured. Our Team will document pay item quantities and will work with the Contractor's Superintendent on a weekly basis to reconcile work to date so that monthly payment can be processed seamlessly. With our proposed Team, we are providing a Project Engineer and Inspection Staff within 30 minutes of the project. Our ability to respond to issues and be present on-site is extremely valuable to the successful completion of this project.

TRACKING & MANAGEMENT SYSTEMS | JMT has an excellent reputation for document control and project tracking protocols. Our Team is a cohesive combination of management and inspection staff that adapts well to their project roles and responsibilities. We have proven methods of retaining project information, processing and administering contract paperwork, and overall project delivery. A few key highlights of JMT's Approach & Methodology for tracking and management are below.

DAILY WORK REPORTING: We pride ourselves on ensuring detailed and accurate project documentation. That starts with our reports for daily work activities. It is imperative for our Team to document project activities and visitors. This includes when they occurred, who was involved, what equipment was used, any issues encountered, the resolution of the issue, weather impacts, etc. These documents are used as references for future claims and analysis of project delays and Contractor mitigation efforts. We also are "photo happy" when documenting the project site. As the saying goes, "A picture is worth a thousand words!" Not only do we document non-compliance, but we also capture compliant work practices and exceptional progress on challenging activities, like



Tab E | Understanding, Approach, and Methodology

deep drainage runs and utility improvements. Our client references can attest to the accuracy and completeness of our project documentation. We recently represented FDOT on Dispute Review Board (DRB) hearings for a past project where the Contractor sought over \$1M. Our site source documents, coordination correspondence, etc. resulted in the DRB making a determination of No Entitlement in favor of the FDOT's position.

DOCUMENTATION: Our entire Team is cognizant of the importance of **site source documentation** to review an incident or concern and document the condition with written reports and photographs/videos. As mentioned above, these items are often used in a court or hearing later on to protect the liability of the Contractor and City. In conjunction with the City's Public Information Office, we will maintain an **Incident Log** that documents the concern along with assigning responsible parties and deadlines for resolution. This is a document that we will reference at every Progress Meeting to ensure nothing slips through the cracks and ensure we "**close the loop**" on all concerns. One way to elicit a response from a contractor if they're not handling a situation is withholding payment for violation of the contract. We are well-versed in reviewing and understanding contract language and specific project requirements, which enable us to point to factual information to motivate a Contractor to address an issue.

QUANTITY TRACKING & MATERIAL TESTING: Detailed record keeping/retention is key to successful quantity tracking, especially on projects with various scope activities and LAP funding. Project-specific ledgers documenting progress per project component will be used for real-time quantity/payment tracking. We will work closely with the Contractor and their subcontractors to reconcile quantities monthly so that we recommend accurate **Pay Estimate** processing. Our Team is also very thorough when reviewing material submissions, including shop drawings, cut sheets, certifications, etc. We utilize the FDOT Approved Products List (APL) cross-referenced with the Specifications, Plans, and City requirements to ensure all materials incorporated into the contract will function as intended and that no sub-standard components are allowed. We stress the Contractor at the Pre-construction Meeting to submit all of the required material before delivering components if one doesn't meet the requirements.

DEFICIENCY ITEMS AND AS-BUILTS: At JMT, we have found it is critical to create a running list of deficiency items and a living document of as-builts from the start of a project. On challenging construction projects, it can be difficult to remember minor details a year into the project if they are not well documented and tracked. We create a **deficiency item list** that we share with the Contractor monthly so they can address items, particularly if they are subcontractor items, prior to demobilizing from the site. It also opens up a dialogue about the deficiency if the Contractor feels that it meets the intent of the plans. This way, we discuss the items early enough in the contract that there is a plan for resolution, or they are accepted before Final Acceptance. We create a "**redline**" set of as-builts for our office so our field staff can make notes and sketch out field adjustments. Although the Contractor is responsible for submitting the Final As-Builts, we like to reference our redlines when reviewing their submittal and help clarify areas where their surveyor may not have been available to collect the information, or their staff doesn't recollect the changes. This method has proven to be a successful partnering effort.

PROJECT CLOSE-OUT: With the experience of our staff, we will focus from Day 1 on the Project Close-Out Process. It's important not to get behind in close-out documents and formal approvals, as it can create a snowball effect. Our Team has successfully completed numerous contracts, many with complicated funding. We create a running list of deficiency items and a "redline" set of as-builts from the start of a project. We share these with the Contractor monthly so they can address items early enough in the contract that there is a plan for resolution before Final Acceptance. Although the Contractor is responsible for submitting the Final As-Builts, this method has proven to be a successful partnering effort to expedite close out. We also request a Warranty File from the Contractor, so the City knows who the responsible parties are for the components incorporated into a project.

WARRANTIES AND CLAIMS: Part of the project close-out is oftentimes addressing outstanding warranty issues and analyzing project claims. As mentioned above, our detailed documentation efforts provide us with the best opportunity to perform a full and fair analysis of the issue at hand. We typically provide a very detailed explanation and comparison of contract requirements with actual field performance to determine entitlement. We will develop detailed cost breakdowns to recommend payment should entitlement be granted. This level of supporting documentation is critical to ensure the appropriate funding is allocated to any contract change. We also request a Warranty File from the Contractor, so the City knows who the responsible parties are for the components incorporated into a project. Should something fail prematurely, the City will have all of the information necessary to pursue the liable party and coordinate replacement/reimbursement.

Tab E | Understanding, Approach, and Methodology

COMMUNICATION AND DOCUMENT MANAGEMENT METHODS: Our entire Team is equipped with MiFi's, laptops/tablets, mobile scanning (Genius Scan) & printing, and **FaceTime/Skype/Microsoft Team/Zoom** video capabilities to **"bring the field into the office."** We utilize vehicle-mounted GoPros to capture high-definition videos for pre-construction, project progress, etc. We resolve project issues at the lowest level possible with a clear plan for escalation through the **Communication Matrix**. Our Team has developed a continuity and routine that includes daily text message threads and email recaps of activities to properly process contractor/subcontractor activities. The daily notifications are sent to all Team members, including the City PM, to keep everyone apprised of daily activities, site visitors, etc. Our Team is also not afraid to pick up the phone and have **"difficult discussions"** with the Contractor so that expectations are not lost in written communication. Our Team is well versed in document management systems such as Project Suite SharePoint (PSSP), MS Excel, etc. Our staff all have certified electronic signatures to make document execution expeditious. We also utilize **project and scope-specific spreadsheets** to track field installations, material delivery, RFI/RFM/RFC submittals, pay applications, Notice of Intent (NOI's), public comments, etc. These are **tried and true methods** that we've refined through years of implementation on various types of projects.

PROJECT ORGANIZATION AND VIRTUAL PLATFORMS: JMT's philosophy is to be proactive rather than reactive to resolve project issues. We will leverage our industry experience and local expertise to identify issues prior to impact. We will create color-coded **"War Maps"** in the office, highlighting and differentiating project components. By **"Building the Job in the Office"** and then updating work complete, we create/maintain visual tools to gauge project progress and identify upcoming critical activities. To complement this, we specialize in **BlueBeam Studio Session**, a unique virtual platform that includes **real-time PDF manipulation**. We have utilized this technology successfully on our current Central Florida Expressway (CFX) contracts. We draw on past experiences to **"think outside the box"** to solve problems. We also prefer to provide the City Staff with monthly updates, so they have a quick snapshot of the project status and budget for both the CEI and the Contractor. This snapshot also gives details of what was completed the previous month, what's upcoming, and what the anticipated completion date may be for the project. This monthly document helps the Team identify any potential issues with funding or delays to the contract. We also have the resources to deliver critical project information through virtual platforms, including project material, 3D flyovers, project boards, comment cards, etc. In today's climate, any type of virtual option is critical to ensuring the right message gets delivered to all stakeholders involved with the project.

VALUE ADDED SERVICES AND INNOVATION | JMT is well-known in the industry for coming up with innovative solutions to project issues. This always begins with our company mentality to be proactive rather than reactive. We find that if issues are identified early and communicated effectively, often a solution can be implemented before project cost or time is impacted. The following are a few areas we put extra focus on to provide cost-savings to our client while still ensuring a high-quality project.

CONSTRUCTABILITY REVIEWS: An important advantage that JMT brings is our ability to assign senior staff from all project disciplines to perform constructability reviews of the project prior to NTP; and more importantly, our field inspection staff as they are our "boots on the ground" that are the first line of defense against project delays. Our local staff, and complete JMT Team, have an intimate knowledge of this project and the technical capabilities to identify potential constructability issues that could be detrimental to the project. After a thorough review of construction plans, we will immediately bring our concerns to the attention of the City, and Kimley Horn, if requested. However, not only will we identify the **concerns**, but we will also develop real-world **solutions** to eliminate project impacts. Our close working relationships with the Contracting industry will help determine the most cost-effective solutions to any of the project challenges.

PROACTIVE REVIEWS: One area that our JMT Team excels at is performing in-depth field and plan reviews prior to construction. Being proactive is extremely important in finding and addressing a conflict before it costs more money and time. Our knowledge of this area, this type of construction, and our understanding of the **City's needs** put us one step ahead. We are able to draw on past experiences to understand how future work may impact the final product. Based on the Construction Plans dated September 26th, 2023, we have already started compiling comments to discuss with the EOR. It will reduce impacts during construction by seeking clarification and addressing all issues now. Once again, proactive reviews are a way to avoid conflicts during construction.

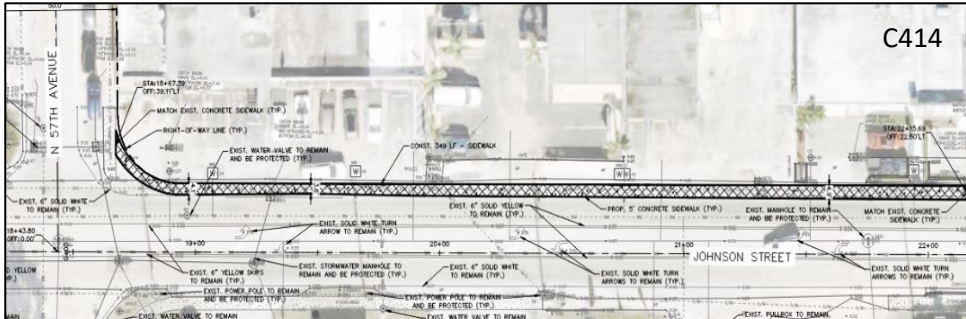
PROJECT CONCERNS & RECOMMENDATIONS: JMT's CEI team conducted several site visits to help identify potential concerns that could delay construction or become potential claims if not proactively discussed and coordinated. Our experienced CEI team has

Tab E | Understanding, Approach, and Methodology

reviewed the construction plans in conjunction with field visits and have identified several potential concerns. Following a list of some examples of **CONCERNS** and their corresponding **Recommendations**:

CONCERN: During the sites visits, a considerable number of objects like small fences (PVC, metal, etc.), shrubs, small trees, pavers, trash bins, playgrounds, canopies, landscaping, etc. are not addressed on the plans. **Recommendation:** Begin Stakeholder communication as soon as possible

prior to construction and maintain open lines of communication with the individual stakeholders through construction, to ensure concerns and complaints are handled and documented at a field level rather than having residents' complaint directly to the City. **CONCERN:** Plan sheet C414 proposes new sidewalk adjacent to



Johnson St. Johnson St. is a highly traffic main corridor that will require lane closure and MOT in the intersection.

Recommendation: To avoid traffic congestion and to minimize safety hazards, we suggest building this section during night shift. **CONCERN:** The proposed sidewalk from STA 18+67 to 22+15 will match the existing grade and might not comply with the

maximum slopes that ADA requires. **Recommendation:** After the sidewalk Pre-activity meeting, we will visit the field with the Contractor and the EOR to develop a plan of how they will comply with ADA standards. **CONCERN:** The construction plans do not

provide time period restrictions to avoid peak hours, weekends or holidays. **Recommendation:** Based in our experience, our Team recommends a working time period from 8:00 AM to 4:00 PM to avoid public getting in and out to their homes and higher traffic. **CONCERN:** Potential grading issues might exist where new and existing sidewalks meet. **Recommendation:** This issue will

be discussed in the Preconstruction Conference and our Team will suggest, when meeting an existing sidewalk, to start laying out the grades from the existing sidewalk.

ISSUE IDENTIFICATION: First, we find it extremely important to identify if the issue at hand is truly a conflict or just a difference of interpretation between the CEI, Contractor, EOR, City, etc. We are comfortable reviewing the contract documents with the Contractor and discussing a reasonable resolution to items that are deemed conflicts. We always involve all of the stakeholders so that we aren't making a decision that may impact them in ways we didn't consider. We log all conflicts through the formal

RFI Process along with an **Action Item Tracking log** to identify responsible parties and critical deadlines to avoid project delays.

We cross-reference the **CPM Schedule updates** and **Contractor Look Ahead schedules** to identify which critical activities could be impacted by the conflict. Equally important, we work with the Contractor to identify activities that can be started to mitigate delays while the conflict is being resolved. This allows us to prioritize conflicts and seek assistance from the EOR as needed without wasting valuable time. We also have **survey experience** with our Inspection staff to collect data on existing conditions and prepare solutions.

FIELD DIRECTIVES & PLAN REVISIONS: Once we have a comfort level with the resolution of an issue, we provide a field directive or have a Plan Revision drafted by the EOR depending on the complexity of the conflict. **Our relationship with the local contractors**

gives us a comfort level to direct the work while we negotiate a fair and equitable price. This is extremely critical so as not to delay the project's progress. We utilize numerous industry tools to assist in coming up with a fair value for added/adjusted work: Equipment Watch, time & material tracking, historic cost databases, past project estimating, local vendor pricing, etc. Conflicts that are resolved by field directive are noted in our Daily Work Reports and field books, as well as redlined on our as-built set of plans for comparison with the Contractor's final set. This helps substantiate quantity backup for payments made to the Contractor and supports funding requirements.

MAINTENANCE: We are extremely familiar with the stringent requirements of FDOT's Maintenance Rating Program (MRP) based on our multiple D5 Maintenance Contracts. This type of program is extremely important for any maintaining agency, including the City of Hollywood, as the expectation is for the project to be not only functional, but it needs to be highly maintainable. From our experience, ensuring low-cost, long-term maintenance starts with the quality of material installed in the field. Our document

Tab E | Understanding, Approach, and Methodology

review, coupled with an added emphasis on meeting all of the requirements of the FDOT Specifications and Standard Plans, down to the minor details, in the field are essential to delivering a highly maintainable product. We thoroughly consult with the Maintenance Personnel and solicit feedback to ensure the new construction meets their approval. We prefer to engage in roundtable discussions with our entire Team, including City staff and stakeholders, to vet ideas and agree to a course of action that ultimately enhances the value and quality of the project.

SUMMARY | The JMT Team was explicitly established with the expertise to handle this challenging project on behalf of the City. The following bullets are reasons why we are the best firm for the job.

- **Full Service** – Between JMT and our teaming partner, we have the resources and staff to provide full engineering services on this project. If something arises related to Environmental investigation or roadway design, etc. we have staff available to provide those services to the City.
- **Staffing** – The JMT Team is local to **Broward County**. Our Team staff are local residents and have a vested interest in ensuring this project is completed with high quality. We have a full backup Team in the event we need additional support or emergency coverage.
- **Connections** – Our Team has excellent relationships with the major stakeholders of this project, including the City Staff, the Utility Systems Department, Permitting Agencies, and the Contracting industry. With all of the stakeholders mentioned above, we have an active CEI contract currently, i.e., **Tree Mitigation Project for Hollywood Bike Lane Improvements (IFB-4727-22-WV)**.
- **Experience** – The proposed Team is equipped with a diversity of knowledge gained from past experience and lesson learn. From managing projects, plans reviews, field inspection and construction, JMT covers all fields on the industry. We have successfully delivered these types of projects for previous clients, including the City of Hollywood.

F | References



Tab E | References

References for projects with similar scope as listed in the City's RFQ are included herein. The requested project information, as listed in the RFQ, is listed below. The actual Reference Questionnaire forms are under Tab "I – Required Forms."

CEI Services for Alcantarra Boulevard Sidewalk

City of Port St. Lucie, FL

Client Name, address, contact person telephone, and current E-mail addresses:

City of Port St. Lucie

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

Emily Seitter – Project Manager | (772) 344-4138 | eseitter@cityofpsl.com

Description of work: JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the south side of SW Alcantarra Blvd. from SW Savona Blvd. to SW Port St. Lucie Blvd. Other project items include driveway replacements, new detectable warning surfaces, and pavement markings at side street intersections, new signage and existing sign relocations, drainage improvements, and sodding.

Date project began and completion date. (List whether it was on time and on budget): June 2022 – April 2023, on time and on budget.

Beginning and ending project budget: Beginning/Ending CEI Budget: \$72,840 | (Construction Value: \$463,225)

Number of amendments and change orders: One amendment was required to allow for a time extension to the CEI contract due to an unavoidable delay in the issuance of an NTP on the construction contract.

List any stop work orders and reasons: None.

CEI Services for SW Import Drive

City of Port St. Lucie, FL

Client Name, address, contact person telephone, and current E-mail addresses:

City of Port St. Lucie

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

Frank Knott – Project Manager | (772) 344-4290 | fknot@cityofpsl.com

Description of work: JMT provided CEI services to the City of Port St. Lucie to install a 6 ft. wide concrete sidewalk on the west side of Import Dr. from Oakwood Rd. to Inca Terrace. Other project items included driveway and culvert replacement, swale realignment, cross-drain replacement, updated signage, and striping of crosswalks.

Date project began and completion date. (List whether it was on time and on budget): March 2022 – September 2022 on time and on budget.

Beginning and ending project budget: Beginning/Ending CEI Budget: \$132,145 (Construction Value: \$645K)

Number of amendments and change orders: One amendment was required to allow for a time extension to the CEI contractor delays.

List any stop work orders and reasons: None.



CEI Services for Bell Avenue Sidewalk

St. Lucie County, FL

Client Name, address, contact person telephone, and current E-mail addresses:

St. Lucie County

2300 Virginia Avenue

Fort Pierce, FL 34982

Edmund Bas, PE – Assistant County Engineer | (772) 462-1707 | base@stlucieco.org

Description of work: JMT provided CEI services to St. Lucie County for this project, which included improvements along the South side of Bell Avenue from 25th Street to Sunrise Boulevard. Improvements include the installation of a 6 ft. wide concrete sidewalk, driveway, and culvert replacement, swale realignment, updated signage, utility relocations, and striping of crosswalks. The project included close coordination with the public and County staff to minimize disruptions to the traveling public, as this corridor carries significant industrial and commercial traffic to the local area.

Date project began and completion date. (List whether it was on time and on budget): June 2023 – October 2023, on time and on budget.

Beginning and ending project budget: Beginning/Ending CEI Budget: \$95,780 (Construction Value: \$251,646)

Number of amendments and change orders: Three change orders to the project, all attributed to the construction plans.

List any stop work orders and reasons: None.

CEI Services for McCarty Ranch Water Quality Restoration Project (Areas 2, 3, & 4)

City of Port St. Lucie FL

Client Name, address, contact person telephone, and current E-mail addresses:

City of Port St. Lucie Utilities Department

1001 SE Prineville Street

Port St. Lucie, FL 34983

Carlos Camacho, PE – Civil Engineer | (772) 873-6419 | ccamacho@cityofpsl.com

Description of work: The McCarty Ranch Extension Water Quality Projects with the City are water farms in the western part of St. Lucie County. Construction includes clearing of exotics within the impoundment, seepage canals, a 7' tall perimeter berm to retain water pumped in by the proposed pump station, and water elevation control structures. Additionally, unique sand diaphragms are installed at select locations to control soil pressures from damaging the new berm. These projects improve water quality in the adjacent C-23 canal and the discharge into the St. Lucie River.

Date project began and completion date. (List whether it was on time and on budget): October 2017 – February 2023, on time and on budget.

Beginning and ending project budget: Beginning/Ending CEI Budget: \$698,755 (Construction Value: \$6.6M)

Number of amendments and change orders: One change order was issued at the request of the City.

List any stop work orders and reasons: None.



CEI Services for Edwards Road Reconstruction (LAP)

St. Lucie County, FL

Client Name, address, contact person telephone, and current E-mail addresses:

St. Lucie County

2300 Virginia Avenue

Fort Pierce, FL 34982

Michael Harvey, PE – Senior Project Manager | (772) 462-1717 | harvey@m@stlucieco.org

Description of work: This project is a low bid, design-build, **off-system Local Agency Project** that includes replacement of the drainage system damaged due to Hurricane Irma, utility relocations, full roadway reconstruction, signalization at the Oleander Ave. intersection to replace the existing span wire system with mast arms, and milling & resurfacing of Oleander Ave. south to the railroad tracks. The project includes close coordination with local utility companies, railroad representatives, and FDOT's adjacent ATMS project.

Date project began and completion date. (List whether it was on time and on budget): November 2020 - Present, on time and on budget.

Beginning and ending project budget: Contract Value: \$332,780 | (Construction Value: \$6.7M)

Number of amendments and change orders: One change order was issued due to FEC delay.

List any stop work orders and reasons: None.





G | Financial Resources





November 13, 2023

City of Hollywood, FL

RE: Financial Summary Statement

Dear City of Hollywood:

Johnson, Mirmiran & Thompson, Inc. (JMT) has included an audited financial statement for the most recent fiscal year. The audited statement includes a summary of our financial position. Additionally, we are not involved in any prior or current bankruptcy proceedings.

If you have any questions or need further information, please do not hesitate to contact Jennifer Fox at 410-316-2299 or JFox@jmt.com.

Very truly yours

Johnson, Mirmiran, and Thompson, Inc.

A handwritten signature in blue ink, appearing to read "AParker", is placed above the printed name.

Andrew Parker, CPA
Sr. Vice President, Director of Finance

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Johnson, Mirmiran & Thompson, Inc. and Subsidiaries
Hunt Valley, Maryland

Report on the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Johnson, Mirmiran & Thompson, Inc. and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and December 25, 2021, and the related consolidated statements of operations and other comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Johnson, Mirmiran & Thompson, Inc. and Subsidiaries as of December 31, 2022 and December 25, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Johnson, Mirmiran & Thompson, Inc. and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, during the year ended December 31, 2022 the Company adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use asset and corresponding liability for all operating and finance leases with lease terms greater than one year. Our conclusion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Johnson, Mirmiran & Thompson, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Johnson, Mirmiran & Thompson, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Johnson, Mirmiran & Thompson, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

Board of Directors
Johnson, Mirmiran & Thompson, Inc. and Subsidiaries

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Baltimore, Maryland
April 25, 2023

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2022 AND DECEMBER 25, 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 6,034,437	\$ 26,562,533
Current Portion of Restricted Cash	848,374	-
Accounts Receivable, Net	54,213,961	32,528,897
Contract Assets	50,375,304	36,102,417
Prepaid Expenses	6,704,675	5,663,877
Total Current Assets	118,176,751	100,857,724
EQUIPMENT AND LEASEHOLD IMPROVEMENTS		
Furniture and Equipment	16,556,854	16,465,269
Transportation Equipment	4,003,425	1,476,959
Leasehold Improvements	3,339,809	8,325,626
Total	23,900,088	26,267,854
Less: Accumulated Depreciation	18,294,503	17,639,663
Equipment and Leasehold Improvements, Net	5,605,585	8,628,191
LONG-TERM ASSETS		
Operating Right-of-Use Asset	47,778,483	-
Financing Right-of-Use Asset	1,585,169	-
Deposits	262,468	278,615
Long-Term Restricted Cash	1,500,000	-
Interest Rate Swap Contract	-	7,830
Intangible Assets, Net	2,636,321	3,810,378
Goodwill, Net	23,906,309	3,959,212
Total Long-Term Assets	77,668,750	8,056,035
Total Assets	\$ 201,451,086	\$ 117,541,950

See accompanying Notes to Consolidated Financial Statements.
(4)

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONTINUED)
DECEMBER 31, 2022 AND DECEMBER 25, 2021

	<u>2022</u>	<u>2021</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable	\$ 22,148,781	\$ 13,552,064
Accrued Expenses	27,074,283	18,752,713
Contract Liabilities	5,908,450	5,881,076
Current Portion of Escrow Payable	848,374	-
Current Portion of Lease Liability - Operating	8,550,091	-
Current Portion of Lease Liability - Financing	546,670	364,683
Current Portion of Long-Term Debt	805,000	2,948,438
Total Current Liabilities	<u>65,881,649</u>	<u>41,498,974</u>
LONG-TERM LIABILITIES		
Deferred Rent	-	6,581,049
Long-Term Lease Liability - Operating	42,448,778	-
Long-Term Lease Liability - Financing	475,440	543,413
Long-Term Debt, Less Current Portion	6,765,962	7,628,141
Long-Term Accrued Expenses	-	3,104,869
Long-Term Escrow Payable	1,500,000	-
Total Long-Term Liabilities	<u>51,190,180</u>	<u>17,857,472</u>
Total Liabilities	117,071,829	59,356,446
STOCKHOLDERS' EQUITY		
Common Stock, \$.0001 Par Value, 10,000,000 Shares		
Authorized, 1,025,862 and 899,241 Shares Issued and Outstanding		
as of December 31, 2022 and December 25, 2021, Respectively	102	90
Unearned Employee Stock Ownership Plan Shares	(2,717,814)	(3,752,611)
Additional Paid-In Capital	21,914,206	5,099,547
Retained Earnings	63,711,693	58,138,748
Accumulated Other Comprehensive Gain (Loss)	-	7,830
Total Controlling Interest Stockholders' Equity	<u>82,908,187</u>	<u>59,493,604</u>
Noncontrolling Interest	1,471,070	(1,308,100)
Total Stockholders' Equity	<u>84,379,257</u>	<u>58,185,504</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 201,451,086</u></u>	<u><u>\$ 117,541,950</u></u>

See accompanying Notes to Consolidated Financial Statements.

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND
OTHER COMPREHENSIVE INCOME
YEARS ENDED DECEMBER 31, 2022 AND DECEMBER 25, 2021

	<u>2022</u>	<u>2021</u>
REVENUE		
Professional Fees	\$ 362,507,476	\$ 283,721,849
COSTS AND EXPENSES		
Salaries and Wages	175,500,478	138,959,504
Other Operating Expenses	<u>180,585,060</u>	<u>139,795,277</u>
Total Costs and Expenses	<u>356,085,538</u>	<u>278,754,781</u>
EARNINGS FROM OPERATIONS	6,421,938	4,967,068
OTHER INCOME (EXPENSE)		
Interest Income	15,453	4,663
Interest Expense	<u>(277,429)</u>	<u>(854,530)</u>
Total Other Expense	<u>(261,976)</u>	<u>(849,867)</u>
NET INCOME	6,159,962	4,117,201
NET INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTERESTS	<u>587,017</u>	<u>(115,592)</u>
NET INCOME ATTRIBUTABLE TO CONTROLLING INTERESTS	<u>\$ 5,572,945</u>	<u>\$ 4,232,793</u>
NET INCOME	\$ 6,159,962	\$ 4,117,201
OTHER COMPREHENSIVE INCOME (LOSS)		
Unrealized Gain (Loss) on Swap Contracts	<u>(7,830)</u>	<u>585,538</u>
COMPREHENSIVE INCOME	<u>\$ 6,152,132</u>	<u>\$ 4,702,739</u>

See accompanying Notes to Consolidated Financial Statements.
(6)

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 2022 AND DECEMBER 25, 2021

	Common Stock		Unearned Employee Stock Ownership Plan	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Gain (Loss)	Noncontrolling Interest	Total
	Shares	Amount	Shares					
BALANCE - DECEMBER 26, 2020	871,081	\$ 87	\$ (4,858,424)	\$ 864,078	\$ 53,905,955	\$ (577,708)	\$ (1,192,508)	\$ 48,141,480
Net Income	-	-	-	-	4,232,793	-	(115,592)	4,117,201
Gain on Interest Rate Swap Contract	-	-	-	-	-	585,538	-	585,538
Issuance of Common Stock	28,160	3	-	3,310,198	-	-	-	3,310,201
ESOP Shares Released	-	-	1,105,813	925,271	-	-	-	2,031,084
BALANCE - DECEMBER 25, 2021	899,241	90	(3,752,611)	5,099,547	58,138,748	7,830	(1,308,100)	58,185,504
Net Income	-	-	-	-	5,572,945	-	587,017	6,159,962
Loss on Interest Rate Swap Contract	-	-	-	-	-	(7,830)	-	(7,830)
Issuance of Common Stock	180,978	18	-	23,099,982	-	-	2,633,153	25,733,153
Retirement of Common Stock	(54,357)	(6)	-	(7,263,636)	-	-	-	(7,263,642)
Distributions	-	-	-	-	-	-	(441,000)	(441,000)
ESOP Shares Released	-	-	1,034,797	978,313	-	-	-	2,013,110
BALANCE - DECEMBER 31, 2022	<u>1,025,862</u>	<u>\$ 102</u>	<u>\$ (2,717,814)</u>	<u>\$ 21,914,206</u>	<u>\$ 63,711,693</u>	<u>\$ -</u>	<u>\$ 1,471,070</u>	<u>\$ 84,379,257</u>

See accompanying Notes to Consolidated Financial Statements.

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022 AND DECEMBER 25, 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 6,159,962	\$ 4,117,201
Adjustments to Reconcile Net Income to Net Cash		
Provided (Used) by Operating Activities:		
Depreciation	3,057,306	2,768,602
Amortization of Intangibles	1,174,057	1,409,719
Amortization of Goodwill	2,222,872	1,206,561
Amortization of Debt Issuance Costs and Discount	32,796	17,889
Non Cash Lease Expense	126,652	
Deferred Rent	-	(366,139)
(Gain) Loss on Disposal of Equipment	(405,758)	14,185
Bad Debt Expense	(1,084,162)	(845,715)
Changes in Operating Assets and Liabilities:		
Accounts Receivable	(10,756,785)	8,844,088
Contract Assets	(12,223,341)	(2,746,884)
Prepaid Expenses	(605,668)	(850,428)
Accounts Payable	4,416,251	805,084
Accrued Expenses	4,741,054	(2,265,676)
Contract Liabilities	27,374	1,153,831
Net Cash Provided (Used) by Operating Activities	(3,117,390)	13,262,318
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Sale of Equipment	3,888,228	-
Purchase of Equipment and Leasehold Improvements	(1,893,566)	(525,463)
(Increase) Decrease in Deposits	16,147	(4,171)
Purchase of Business	(6,936,108)	-
Net Cash Used by Investing Activities	(4,925,299)	(529,634)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Issuance of Long-Term Debt	7,000,000	-
Principal Payments on Long-Term Debt	(10,740,625)	(7,870,788)
Payments of Debt Issuance Costs	(137,788)	-
Distributions to Non-Controlling Interest Holders	(441,000)	-
Repayments of Capital Lease Obligation	(567,088)	(348,624)
Retirement of Common Stock	(7,263,642)	-
Proceeds from ESOP Loan	2,013,110	2,031,084
Net Cash Used by Financing Activities	(10,137,033)	(6,188,328)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH	(18,179,722)	6,544,356
Cash and Cash Equivalents and Restricted Cash - Beginning of Year	26,562,533	20,018,177
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH - END OF YEAR	<u>\$ 8,382,811</u>	<u>\$ 26,562,533</u>

See accompanying Notes to Consolidated Financial Statements.

JOHNSON, MIRMIRAN & THOMPSON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2022 AND DECEMBER 25, 2021

	<u>2022</u>	<u>2021</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest During Year	<u>\$ 277,429</u>	<u>\$ 854,530</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment Acquired through Capital Lease	<u>\$ 681,102</u>	<u>\$ 94,865</u>
ESOP Contribution Made in Stock in Lieu of Cash	<u>\$ -</u>	<u>\$ 3,310,201</u>
Business Acquisitions Financed through Issuance of Common Stock	<u>\$ 23,100,000</u>	<u>\$ -</u>
Business Acquisitions Financed Partly through Long-Term Debt	<u>\$ 840,000</u>	<u>\$ -</u>

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated balance sheet that sum to the total of the same such amounts shown in the statement of cash flows.

	<u>2022</u>	<u>2021</u>
Cash and Cash Equivalents	\$ 6,034,437	\$ 26,562,533
Current Portion of Restricted Cash	848,374	-
Long-Term Restricted Cash	<u>1,500,000</u>	<u>-</u>
Total Cash, Cash Equivalents, and Restricted Cash	<u>\$ 8,382,811</u>	<u>\$ 26,562,533</u>
Shown in the Statement of Cash Flows		



H | Legal Proceedings and Performance





Johnson, Mirmiran & Thompson, Inc. (JMT) has not been assessed liquidated damages (LD) in connection with engineering services or projects involving the type of services proposed in connection with this RFP. For the sake of full disclosure, it is noted however that JMT is a multi-disciplined consulting firm, and has from time to time been involved in technology contracts involving service-level agreements in that include liquidated damages for system interruptions or uptime availability. In November 2015, a server configuration setting by the web-hosting vendor/subcontractor caused a state natural resources department's electronic licensure system managed by JMT's Technology Group to be temporarily unavailable to a limited number of users when using a certain web browser. The system was promptly restored, but because the partial system outage occurred during a "peak transaction" period, it was subject to an LD assessment of approximately \$60,000. The matter was resolved and JMT continues to perform services and enjoys a very good working relationship with the client.

Tab H | Legal Proceedings and Performance

Summary of Litigation and Arbitration | From time to time, JMT has been involved in various litigation and arbitration claims arising from the normal course of its business as an A/E consulting firm. While such claims arise from or generally relate to projects, it should be noted that JMT carries a comprehensive insurance program, and none of the claims have or are expected to exceed available insurance nor to materially impair or adversely affect the firm's business or ability to perform its contractual obligations. Pending litigation and claims history for the past five (5) years includes the following matters:

ACTIVE/PENDING MATTERS

Traffic Accident: In September 2023, the driver and passengers involved in a an automobile accident on I-85 filed suit against the South Carolina Dept. of Transportation (SCDOT), a trucking company, and multiple other parties, including JMT and other SCDOT contractors, as the accident occurred in the vicinity of a construction zone. The accident occurred in June 2021 and involved a tractor trailer which collided with a passenger vehicle. JMT performed highway design services as a subconsultant on the project where the accident occurred. JMT was not responsible for installation of traffic barriers, means and methods of construction, or overall project site safety. This claim is in the early pleadings stages. *Talash et al v South Carolina Dept., of Transp., et. al* Ct., of Common Pleas Cherokee Co. SC., Case No. 2023CP1100351.

Property dispute: In August 2023, a property owner in Bell County Kentucky filed suit against the Bell County Fiscal Court and JMT for loss related to the County's closure and relocation of an access road across its property, alleging that it obstructed access and interfered with the adjacent owner's easement rights. JMT prepared design services as a consultant to the County, but had no privity, duties or responsibilities with respect to the property owners or related to the grant or termination of the underlying easement. This case is in the early pleading phases. *Concrete Products In. v Bell County Fiscal Court et al.* 44th Jud Cir. Bell County Circuit Ct, KY Case No 23-CI-00231.

Traffic Accident: In February 2023, the estates of a driver involved in a fatal automobile accident on I-85 filed suit against the South Carolina Dept. of Transportation (SCDOT) and multiple other parties, including JMT and other SCDOT contractors, as the accident occurred in the vicinity of a construction zone. The accident occurred in March 2021 and involved a tractor trailer which collided with a passenger vehicle. JMT performed highway design services as a subconsultant on the project where the accident occurred. JMT was not responsible for installation of traffic barriers, means and methods of construction, or overall project site safety. This claim is in the early discovery phase. *Alexander v. Blythe Construction, et. al* Ct., of Common Pleas Cherokee Co. SC., Case No. 2023CP1100072.

Traffic Accident: In January 2023, the driver of a passenger vehicle involved in an accident on I-85 filed suit against the at-fault driver of a commercial livestock transport truck and multiple other parties, including the South Carolina Dept. of Transportation (SCDOT), JMT and other contractors, as the accident occurred in the vicinity of a construction zone. The accident occurred in March 2021 and involved a tractor trailer which collided with a passenger vehicle. JMT performed highway design services as a subconsultant on the project where the accident occurred. JMT was not responsible for installation of traffic barriers, means and methods of construction, or overall project site safety. This claim is in the early discovery phase. *Pinckney v. Welch, et. al* Ct., of Common Pleas 7th Judicial Cir. Ct., Spartanburg Co., SC Case No. 2023CP1100031.

Pedestrian Trip and Fall: In January 2021, a pedestrian tripped and fell on the sidewalk at a supermarket in Elizabeth NJ, and has since filed suit against the Supermarket, the City as well as multiple other parties. The City has joined its contractor and consultants, including JMT as third-party defendants to the suit. The complaint alleges that incident occurred due to the



Tab H | Legal Proceedings and Performance

negligent upkeep, maintenance, repair or inspection of the sidewalk. JMT provided professional engineering services for the City; but was not responsible for the means and methods of construction, nor the maintenance of the premises. This claim is in discovery. *Guzman v. Mega Supermarket, Inc. et al.*, Super. Ct. of NJ, No. UNN-L-003006-21

Traffic Accident: In September 2021, the driver and estate of a passenger involved in a multi-vehicle fatal automobile accident involving a tractor trailer in a construction work zone on I-85 filed suit against the truck driver, owner, construction contractors and JMT. Several other suits have been filed by other motorists involved. The truck driver entered a "no truck"/"car only" restricted travel lane which was designated for cars only, and lost control of the truck crashing into several vehicles that were stopped in traffic ahead within the work zone. JMT performed highway design services as a subconsultant on the roadway project where the accident occurred; but JMT was not responsible for the installation of traffic barriers, means and methods of construction, or overall project site safety. These suits are in discovery stages. *Goggin v. Blythe Construction, et al*, US District Ct. (D.S.C.) Case Nos. 7:21-cv-03157-DCC / 7:21-cv-03158-DCC; *Hester v. Blythe, et al*, 7:22-cv-01190-TMC; *Crowder v Blythe et. al*, Case No. 7:22-cv-02605-DCC

Pedestrian Trip and Fall: In May 2019, a pedestrian fell and sprained her ankle in a crosswalk in Philadelphia, and has since filed suit against the City as well as multiple other parties, including JMT. The incident location is in the same general area, but across the intersection from a subway station project that JMT was working as a consultant for the local transit agency, and none of the project activities disturbed or affected the crosswalk. There were allegedly roadway depressions and patchwork in the sidewalk from certain unrelated repairs and previous construction which the plaintiff contends caused/contributed to her injuries. JMT is one of multiple consultants/contractors named as defendants, likely due to periodic excavation activities in the general vicinity; but expects to be dismissed from this matter having had no involvement at the actual location of the accident. *Jackson v. City of Philadelphia, et. al et al.*, Ct. of Common Pleas Philadelphia Co., Case No. 210402429.

Traffic Accident: In January 2020, the estates of a passenger involved in a fatal automobile accident on I-85 filed suit against the vehicle manufacturer, South Carolina Dept. of Transportation (SCDOT) and multiple other parties, including JMT and other SCDOT contractors, as the accident occurred in the vicinity of a construction zone. The vehicle lost power on the highway in an area of the work zone with limited shoulder, and another vehicle collided into it. JMT performed highway design services as a subconsultant on the project where the accident occurred. JMT was not responsible for installation of traffic barriers, means and methods of construction, or overall project site safety. This claim is in the discovery stage. *Caples v. FCA US LLC, et al.*, 7th Judicial Cir. Ct., Spartanburg Co., SC Case No. 2020CP424200014.

HISTORY/CLOSED MATTERS

Pedestrian Trip and Fall: In August 2019, a pedestrian tripped and fell on a sidewalk in Philadelphia, and has since filed suit against the property owner, as well as multiple construction contractors and other parties, including JMT. The complaint alleges that plaintiff tripped on sandbags left on the sidewalk in connection with nearby construction activities. JMT was one of multiple consultants/contractors named as defendants due to its role as a design and construction management / inspection consultant with the Pennsylvania DOT; but JMT did not place and was not responsible for the means and methods of construction, nor the placement of sandbags or other devices on the Project. This case was ultimately settled and voluntarily dismissed. *Chibundu v. Branch Banking et al.*, Ct. of Common Pleas Philadelphia Co., Case No. 210801470.



Tab H | Legal Proceedings and Performance

Contractor Claim. A design build contractor submitted a claim against the design team for costs associated with the construction of a highway widening and resurfacing project on I-85 in South Carolina. A pre-award phase preliminary design was prepared and used by the contractor to estimate construction and material quantities. No allegations involved deficiencies in the final design, but rather Contractor's pricing was based on preliminary plans, and certain drainage components increased in the post award design development process. JMT performed drainage design services as a subconsultant to the lead design firm. The claim was submitted to arbitration, and was ultimately settled and resolved by mutual agreement of the parties, since settlement was more efficient and economical than funding the cost of arbitration hearings. *Blythe / Zachary Construction Joint Venture v. Parrish and Partners, et. al.* AAA Case No. 01-19-000-7902

Bicycle Accident: In September 2022, a bicyclist injured on a roadway filed a complaint against the Florida Dept. of Transportation (FDOT) and multiple other parties, including JMT and other FDOT consultants/contractors alleging tort liability as the accident occurred in the vicinity of a construction work zone. The accident occurred in September 2018, and the bicyclist was allegedly injured when the mirror of a passing motor vehicle struck her from behind while driving on a roadway in St. Lucie County, Florida. JMT was a consultant performing Construction Engineering Inspection (CEI) services for FDOT. As the CEI consultant, JMT was not responsible for means and methods of construction or overall project site safety. JMT was dismissed from this matter without contribution. *Curell v Florida Dept. of Transp., et al.*, 19th Judicial Cir. Ct. St. Lucie Co, FL, Case No. 562022CA001297AXXXHC.

Contractor Claim. A design build contractor filed suit against JMT alleging claims and backcharges arising from costs incurred in connection with the construction of a highway design-build project in South Carolina. JMT served as the lead designer, as a subcontractor to the design-build contractor, but disputed liability for the alleged backcharges as the claimed costs were the result of contractor's own estimates, means and methods of construction, which were not within JMT's scope or responsibility as the design engineer. This case was settled and resolved by mutual agreement of the parties, since settlement was more efficient and economical and a better result than funding the cost of continued litigation and appeals. *Fluor-Lane South Carolina, LLC v. JMT*, 5th Judicial Cir. Ct., Richland Co., SC Case No. 2021CP4002104.

Vehicle Accident: In October 2019, the owner and driver of a vehicle filed suit against several parties, including a highway contractor and JMT for injuries and damage sustained in a 2018 motor vehicle accident that occurred in during snow and ice conditions in Howard County, Maryland. Plaintiffs alleged that the accident occurred due to slippery conditions created by an improper mixture of anti-icing materials applied to the roadway as part of storm pre-treatments by the highway contractors and JMT. JMT was retained as a consultant in connection with roadway maintenance and inspection services, but was not responsible for specifying the mix or applying anti-icing materials to the highway This case was settled, since settlement was more efficient and economical and a better result than funding the cost of continued litigation and appeals. *Thomas Best v. Alfredo Trucking, et.al.*, Circuit Ct. of Howard Co, MD, Case No. C13CV19001057

Traffic Accident: In January 2018, the estates of a driver and passenger involved in a fatal automobile accident on I-95 filed suit against the Florida Dept. of Transportation (FDOT) and multiple other parties, including JMT and other FDOT consultants/contractors, as the accident occurred in the vicinity of a construction zone. A truck crossed the median into the opposite directional lanes, and struck two oncoming vehicles resulting in multiple fatalities. JMT was a consultant performing Construction Engineering Inspection for FDOT. As the CEI, JMT was not responsible for means and methods of construction or overall project site safety. This case was resolved and settled, since settlement was more efficient and economical and a



Tab H | Legal Proceedings and Performance

better result than funding the cost of continued litigation and appeals. *Estate of Odom v. Florida Dept. of Transp., et al*, 19th Judicial Cir. Ct. Indian River Co, FL, Case No. 312017CA000881.

Traffic Accident: In April 2020, an injured passenger and the estate of a driver involved in a fatal automobile accident each filed suit against the City of Philadelphia and multiple other parties, including JMT and other City consultants/contractors arising from their involvement in the design, inspection and construction of the subject intersection. JMT had performed construction inspection services for the City in connection with a streetscape project along the roadway several years prior to the accident. JMT was not responsible for design, means and methods of construction or overall project site safety and has been dismissed from this matter without contribution. *Glenn v. Ford Motor Co., et al*, Court of Common Pleas Philadelphia Co., Case No. 200401479 / *Wheeler v. Ford Motor Co., et al*, Case No. 200500902

Pedestrian Trip and Fall: In June 2018, a pedestrian fell and fractured her ankle in a depression after stepping off the sidewalk into the street. There was some roadway patchwork from some type of construction/repairs, which the plaintiff contends caused/contributed to her injuries. The incident location is in the same general area, but a far distance from a bridge reconstruction project that JMT was working as a consultant for Camden County. It was determined that roadway work/repairs where plaintiff fell were connected to another utility repair work, and unrelated to the bridge project. JMT was dismissed from this matter without contribution. *Brody-Carney v. PSE&G., et al*, Superior Ct. of NJ, Camden Co, Case No. CAML00121920.

Traffic Accident: In June 2018, a driver of a vehicle brought suit against JMT for injuries sustained in a 2016 motor vehicle accident that occurred in the vicinity of a water-main replacement construction project in the city of Tampa, Florida. Plaintiffs allege that a pile of dirt and construction materials on the project obstructed her view of oncoming traffic at the roadway intersection. JMT was a consultant performing Construction Engineering Inspection (CEI) for the City. As the CEI, JMT was not responsible for means and methods of construction or overall project site safety, and JMT played no role in placing the dirt pile or staging any construction materials or equipment which would have been the responsibility of the construction contractor. Upon further discovery to indicate JMT's role, JMT was dismissed from this matter without contribution. *Herbrina Johnson, et. al v. Johnson, Mirmiran & Thompson, Inc.*, 13th Judicial Cir. Ct. Hillsborough Co, FL, Case No. 18-CA-00582.

Contractor Accident: In February 2016, the estate of a construction worker who was fatally struck by a sweeper truck while working in a construction zone on the New Jersey Turnpike. The suit named multiple parties including the NJ Turnpike Authority, NJ Dept. of Transportation, NJ State Police, the driver, owner and manufacturer of the sweeper truck, as well as multiple other parties having a role in the project, seeking unspecified damages. JMT was a subcontractor providing inspection services on the project, but had no responsibility for the contractor's means, methods or safety. JMT was granted summary judgment and dismissed from this claim without any contribution. *Estate of Mike Alexander v. Northeast Sweepers, et.al*, Super. Ct. of NJ, No. ESX-L-7229-14.



I | Required Forms



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): Johnson, Mirmiran & Thompson, Inc. Federal Tax Identification Number: 52-0963531

If Corporation - Date Incorporated/Organized: 1971

State Incorporated/Organized: Maryland

Company Operating Address: 40 Wight Avenue

City Hunt Valley State MD Zip Code 21030

Remittance Address (if different from ordering address): _____

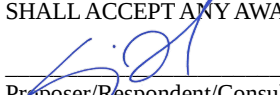
City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

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.

 _____ 11/15/2023
Proposer/Respondent/Consultant's Authorized Representative's Signature: _____ Date

Type or Print Name: Sergio Quevedo, PE - Senior Vice 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.

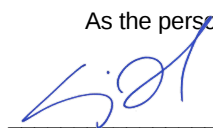
ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE PROPOSAL/RESPONSE BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS

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.



SIGNATURE

Sergio Quevedo, PE - Senior Vice President

PRINTED NAME

Johnson, Mirmiran & Thompson, Inc.

NAME OF COMPANY

RFQ Number: RFQ-140-24-WV

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

NON-COLLUSION AFFIDAVITSTATE OF: FloridaCOUNTY OF: Seminole, being first duly sworn, deposes and says that:

- (1) He/she is Sergio Quevedo, PE of Johnson, Mirmiran & Thompson, 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) 

Senior Vice President

Title



Subscribed and sworn to before me this

15th day of November, 2023My commission expires: April 19, 2025

RFQ Number: RFQ-140-24-WVTitle: CEI Services for Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network

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: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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

A:

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

A:

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

A:

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

A:

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

A:

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:

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: _____ Title: _____

Signature: _____ Date: _____

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) Johnson, Mirmiran & Thompson, Inc.

Name/Principal/Project Manager: Sergio Quevedo, PE - Senior Vice President

Address: 3250 West Commercial Boulevard, Suite 360

City: Fort Lauderdale State: FL Zip: 33309

Telephone No. 954-233-6551 FEIN/Tax ID No. 52-0963531 Email: squevedo@jmt.com

Does your firm qualify for DBE :

YES ☐ 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 OPENGGOV 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.

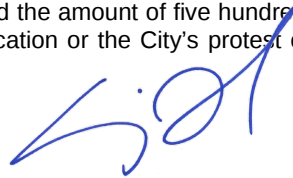
Submitted by:

Sergio Quevedo, PE

Name (printed)

11/15/2023

Date:



Signature

Senior Vice President

Title

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 City of Hollywood, FL
by Sergio Quevedo, PE for Johnson, Mirmrian & Thompson, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 3250 West Commercial Boulevard, Suite 360, Fort Lauderdale, FL 33309
and if applicable its Federal Employer Identification Number (FEIN) is 52-096531 If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement.

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.

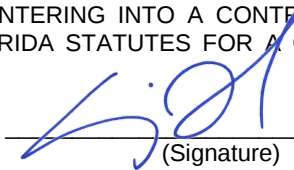
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ 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.

_____ 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.

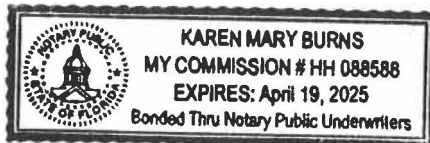

(Signature)

Sworn to and subscribed before me this 15th day of November, 2023.

Personally known ☒ _____

Or produced identification _____ Notary Public-State of Florida

_____ my commission expires 04/19/2025
(Type of identification)



Karen Mary Burns
(Printed, typed or stamped commissioned name of notary public)

RFQ Number: RFQ-140-24-WV Title: CEI Services for Hollywood Beach Heights and Hollywood Beach Estates Sidewalk Network

HOLD HARMLESS AND INDEMNITY CLAUSEJohnson, Mirmiran & Thompson, Inc. - Sergio Quevedo, PE - Senior Vice President

(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 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

Sergio Quevedo, PE - Senior Vice President
PRINTED NAME

Johnson, Mirmiran & Thompson, Inc.
COMPANY OF NAME

11/15/2023
DATE

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

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	Sergio Quevedo, PE _____ PRINTED NAME
Johnson, Mirmiran & Thompson, Inc. _____ NAME OF COMPANY	Senior Vice President _____ TITLE

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

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

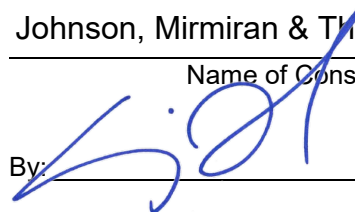
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this 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.

Johnson, Mirmiran & Thompson, Inc.

Name of Consultant

By: 

11/15/2023

Date

Sergio Quevedo, PE - Senior Vice President

Exhibit B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

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

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/Contractor: Johnson, Mirmiran & Thompson, Inc.

By: Sergio Quevedo, PE

Date: 11/15/2023

Title: Senior Vice 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 contractor). "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.

Exhibit C

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: Johnson, Mirmiran & Thompson, Inc.

By: Sergio Quevedo, PE Date: 11/15/2023

Authorized Signature: _____

Title: Senior Vice President

Exhibit D

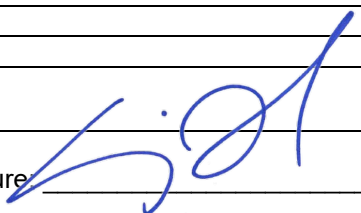
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

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: Johnson, Mirmiran & Thompson, Inc 3250 West Commercial Blvd, Suite 360 Fort Lauderdale, FL 33309 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:  Sergio Quevedo, PE Print Name: _____ Title: Senior Vice President Telephone No.: 813-868-6511 Date (mm/dd/yyyy): 11/15/2023		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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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, tracings, 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

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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.
1. 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.
- 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.
- 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

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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.



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