

The image shows the interior of the Crest Theatre Auditorium. The stage is at the top, with a balcony of seats below it. The main seating area is in the foreground, with rows of dark blue seats. The walls are a mix of dark blue and reddish-brown. The ceiling is high with exposed wooden beams and a complex network of pipes and lights. A large chandelier hangs from the ceiling. The overall atmosphere is that of a classic, well-maintained theatre.

# M + S<sup>a</sup>

## The City of Delray Beach - Crest Theatre Auditorium Renovations/Project No. 25-001

February 12, 2025

Prepared for:  
The City of Delray Beach  
Purchasing and Contract Administration Division  
100 NW 1st Avenue  
Delray Beach, FL 33444

Prepared by:  
Mills + Schnoering Architects, LLC  
200 Forrestal Road, Suite 3A  
Princeton, NJ 08540





12 February 2025

Casetra Thompson, Purchasing and Contract Administration Division  
The City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

Re: RFQ NO.: 2025-019, Professional Services – Architectural/Engineering Design & Construction  
Administration – Crest Theatre Auditorium Renovations/ Project No. 25-001

Dear Ms. Thompson:

Mills + Schnoering Architects, LLC (M+S<sup>a</sup>) is pleased to offer our proposal to design the renovation of the Crest Theatre Auditorium. We are very excited by the prospect of assisting the City with this project, which has the potential to further strengthen the Crest Theatre and Old School Square as a significant community resource.

We understand that the Crest Theatre is part of the 1925 Delray High School Building, which was adapted for use as a performing arts center in the early 1990s. Within the Auditorium, which has been expanded, the original proscenium is a significant historic feature. The current project will build on and complement the work that was completed in early 2024 to renovate the lobby and several meeting rooms/classroom spaces.

We are an 18-person firm based in Princeton, NJ working regionally and nationally, and focused very specifically on cultural, educational, and civic projects, many of them in historic settings. We have completed very similar projects for a range of performance venues, from the Westport Country Playhouse (Westport, CT) to the Wheeler Opera House (Aspen, CO). Performing arts projects are what we collectively feel the most strongly connected to and passionate about.

M+S<sup>a</sup> will provide a comprehensive scope of services for the work at the Crest Theatre, maintaining the objectives outlined in the RFQ and preserving the character of the Auditorium. The project will receive the full attention of our office and will be led by firm principals who will actively participate in all aspects of the work. We have invited consultants, including Sarah Ryan Architect, LLC of St. Augustine, to collaborate with us. Our consultants bring a creative approach, relevant experience, and an understanding of the importance of teamwork.

Thank you for the opportunity to provide this proposal. This is an exciting project, and we look forward to learning more.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M. Schnoering', with a stylized flourish at the end.

Michael R. Schnoering, FAIA  
Partner

Mills + Schnoering Architects, PC  
230 S. Broad Street, Suite 1050  
Philadelphia, PA 19102

Mills + Schnoering Architects, LLC  
200 Forrestal Road, Suite 3A  
Princeton, NJ 08540

Telephone: 609.681.2480  
<https://msarchitectsllc.com/>

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RFQ NO.: 2025-019  
 Professional Services – Architectural/Engineering  
 Design & Construction Administration  
 Crest Theatre Auditorium Renovations/ Project  
 No. 25-001

Purchasing and Contract Administration Division  
 The City of Delray Beach  
 100 NW 1st Avenue  
 Delray Beach, FL 33444

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**TAB III – MINIMUM QUALIFICATIONS**

**Proposer must be licensed by the Florida Department of Business & Professional Regulation as an architectural/engineering firm.**

Please see a copy of current licensure at the end of this tab.

**Proposer shall be qualified to perform professional service at the time of submittal as outlined in previous sections.**

Mills + Schnoering Architects is qualified to perform professional services; please see attached licenses and registrations.

**Proposer has no reported conflict of interests in relation to this RFQ.**

Mills + Schnoering Architects has no conflict of interests in relation to this RFQ.

**Proposer must submit Standard Form 330.**

Please see attached SF 330. Several components of the SF 330 are located in subsequent tabs as requested in the RFQ: SF 330 Section E resumes are located in Tab V; SF 330 Part II forms for each firm are located in Tab VI; and the firm's Methodology and Work Plan (SF 330 Section H) is located in Tab VII.

**Proposer must be registered with the State of Florida Division of Corporations to do business in Florida.**

Mills + Schnoering Architects is registered with the State of Florida; please see attached licenses and registrations.

**Proposer is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.**

Mills + Schnoering Architects is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies.

**Bidder is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government.**

Mills + Schnoering Architects is NOT listed on the SAM roster of debarred companies and has NOT been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.

**Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, or any of its employees, is or has been involved within the last three (3) years.**

Mills + Schnoering Architects is not involved in any current or pending litigation and has not been involved in any litigation in the last three (3) years.

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Crest Theatre Auditorium Renovations, Delray Beach, FL

2. PUBLIC NOTICE DATE

1/07/2025

3. SOLICITATION OR PROJECT NUMBER

Project No. 25-001

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Michael R. Schnoering, FAIA, Partner

5. NAME OF FIRM

Mills + Schnoering Architects, LLC

6. TELEPHONE NUMBER

609-681-2480

7. FAX NUMBER

N/A

8. E-MAIL ADDRESS

mikes@msarchitectsllc.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV PARTNER	SUBCONTRACTOR			
a.	✓			Mills + Schnoering Architects, LLC  <input type="checkbox"/> CHECK IF BRANCH OFFICE	200 Forrestal Road, Suite 3A Princeton, NJ 08540	Architect of Record, Project Management, Planning, Architectural Design, Historic Preservation, Accessibility Design, Interior Design, Code Review
b.			✓	Sarah Ryan Architect, LLC  <input type="checkbox"/> CHECK IF BRANCH OFFICE	201 Owens Avenue St. Augustine, FL 32080	Architectural Design, Construction Administration, Local Design Team Representative
c.			✓	Powell & Hinkle Engineering  <input type="checkbox"/> CHECK IF BRANCH OFFICE	1409 Kingsley Avenue, #12A Orange Park, FL 32073	Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Fire Protection
d.			✓	Atlantic Engineering Services  <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	4141 Southpoint Drive East, Suite C Jacksonville, FL 32216	Structural Engineering
e.			✓	Shuler Shook  <input type="checkbox"/> CHECK IF BRANCH OFFICE	240 W 40th Street, 2nd Floor New York, New York 10018	Theatre Planning Lighting Design Audio Video Design
f.			✓	Creative Acoustics  <input type="checkbox"/> CHECK IF BRANCH OFFICE	1032 Corte Aguila Las Cruces, NM 88011	Acoustics
f.			✓	Dharam Consulting LLC  <input type="checkbox"/> CHECK IF BRANCH OFFICE	6132 Vireoridge Drive Lithia, FL 33547	Cost Estimating

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

**The City of Delray Beach, FL**

**Mills + Schnoering Architects, LLC**  
 Architect of Record, Project Management, Planning, Architectural Design,  
 Historic Preservation, Accessibility and Inclusive Design, Interior Design

Michael R. Schnoering, FAIA | *Partner in Charge/Lead Designer*  
 Robert Forwood, AIA, LEED AP | *Project Manager/Senior Architect*  
 Amy Mladjen, IIDA, NCIDQ | *Interior Designer*

**Sarah Ryan Architect**  
 Architectural Design, Construction Administration

Sarah Ryan | *Partner in Charge*  
 Mark McConnel | *Project Architect*

<b>Primary Consultants</b>	<p><b>Powell and Hinkle Engineering</b>                  Mechanical Engineering                  Electrical Engineering                  Plumbing Engineering                  Fire Protection</p>	<p>Lane Hinkle, P.E.  <i>President</i></p> <p>Tom Elder, P.E.  <i>Vice President</i></p>	<p>Robert Hinkle, P.E.  <i>Principal</i></p>
	<p><b>Atlantic Engineering Services</b>                  Structural Engineering</p>	<p>Jude Kostage, P.E.  <i>Principal</i></p>	
	<p><b>Schuler Shook</b>                  Theatre Planning                  Lighting Design                  Audio Video Design</p>	<p>Jody Kovalick  <i>Theater Consultant</i></p> <p>Sten Severson  <i>A/V Consultant</i></p>	<p>Paul Whitaker  <i>Theatre/Lighting Consultant</i></p>
	<p><b>Creative Acoustics</b>                  Acoustics</p>	<p>David Greenberg  <i>President</i></p>	
	<p><b>Dharam Consulting</b>                  Cost Estimating</p>	<p>Daniel de Arostegui  <i>Director</i></p>	



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## LICENSEE DETAILS

1:47:42 PM 1/29/2025

**This is a business tracking record only.**  
Click here for information on how to verify that this business is properly licensed.

### Licensee Information

Name:	<b>MILLS AND SCHNOERING ARCHITECTS LLC (Primary Name)</b>
Main Address:	<b>200 FORRESTAL ROAD SUITE 3A PRINCETON New Jersey 08540</b>
County:	<b>OUT OF STATE</b>

### License Information

License Type:	<b>Architect Business Information</b>
Rank:	<b>Business Info</b>
License Number:	
Status:	<b>Current</b>
Licensure Date:	<b>08/11/2021</b>
Expires:	

### Special Qualifications

### Qualification Effective

<b>Limited Liability Corporation</b>	<b>08/11/2021</b>
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### Alternate Names

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# *State of Florida*

## *Department of State*

I certify from the records of this office that MILLS AND SCHNOERING ARCHITECTS, LLC is a New Jersey limited liability company authorized to transact business in the State of Florida, qualified on March 5, 2018.

The document number of this limited liability company is M18000002289.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 16, 2024, and that its status is active.

I further certify that said limited liability company 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 Twenty-ninth day of January,  
2025*



  
Secretary of State

Tracking Number: 5528566092CU

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

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**SCHNOERING, MICHAEL R**

200 FORRESTAL ROAD  
SUITE 3A  
PRINCETON NJ 08540

**LICENSE NUMBER: AR95467**

**EXPIRATION DATE: FEBRUARY 28, 2027**

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ISSUED: 02/03/2025

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Ron DeSantis, Governor

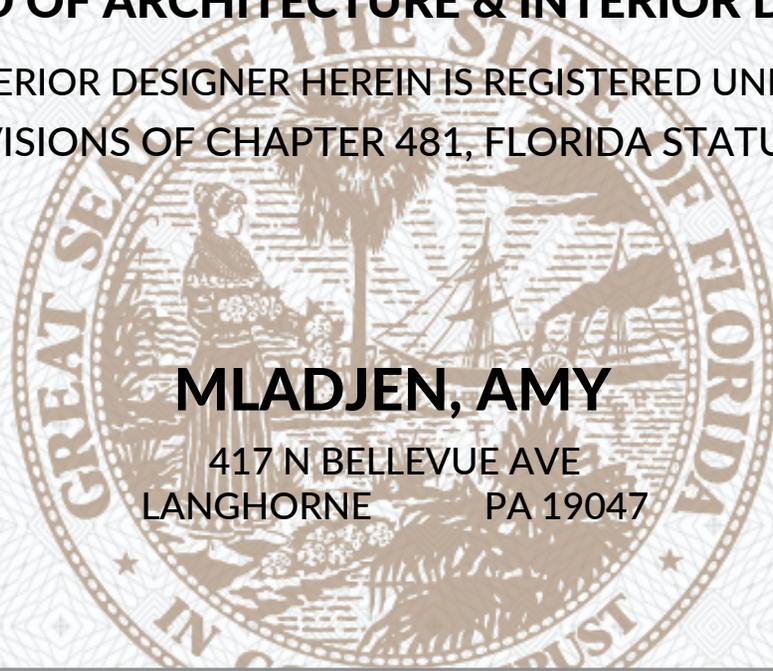
Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

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**MLADJEN, AMY**

417 N BELLEVUE AVE  
LANGHORNE PA 19047

**LICENSE NUMBER: ID6846**

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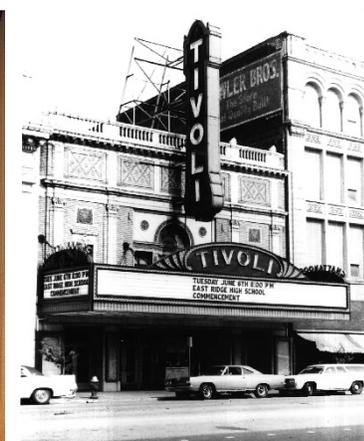
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> <b>The Tivoli Theatre and Center</b> Chattanooga, TN		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION <i>(If applicable)</i> Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER The Tivoli Theatre Foundation	b. POINT OF CONTACT NAME Nick Wilkinson	c. POINT OF CONTACT TELEPHONE NUMBER 423-432-1888
---	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Scope:** Master Plan, Addition, Restoration, Renovation | **Size:** 61,000 SF | **Cost:** \$41,500,000

**Project Description:**

Located in downtown Chattanooga and constructed in 1920, the 1,780-seat Tivoli Theatre was designed by Tennessee architect Reuben Harrison Hunt with Chicago architects Rapp and Rapp. Both the Tivoli Theatre and the Adjacent Tivoli Center are on the National Register of Historic Places.

The Tivoli retains much of its original fabric and structure to include brick and terracotta façade with a central Palladian window; marquee and blade sign; double-height foyer and lobby with decorative finish; proscenium stage with decorative plaster ornament; decorative elliptical domes, and a raked orchestra, balcony, and box seating area.

The Tivoli Theatre Foundation engaged Mills + Schnoering Architects (M+Sa) to prepare a Master Plan through Construction Administration services for the Theatre and Tivoli Center. Work included surveys of the complex to document current conditions, developing a program of restoration/renovation for the Theatre, the adaptive use of the Tivoli Center's spaces, and creating construction documents for the design.

Patron amenities include a new bar/concessions; new elevators, seating, and restrooms; and a new donor lounge. A second 250-seat flexible film and in the Tivoli Center including state of the art projection and lighting systems, and telescoping seating serviced by backstage performer spaces, multi-level lobbies, restrooms, and concession areas. Office space for the Tivoli Theatre Foundation will consolidate the Tivoli's administrative staff, new multi-purpose rooms will be used for educational and community activities; and accessibility improvements and access will be provided throughout. In addition to the restoration/renovation activities, a future restaurant and rooftop lounge will further cement the arts center's prominent location in the Chattanooga community.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Mills + Schnoering Architects,	(2) FIRM LOCATION <i>(City and State)</i> Princeton, NJ	(3) ROLE Architecture, Interior Design, Historic Preservation, Project Management
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> <b>Wheeler Opera House</b> Aspen, CO		22. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION <i>(If applicable)</i> 2022

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Aspen	b. POINT OF CONTACT NAME Robert Schober	c. POINT OF CONTACT TELEPHONE NUMBER 970-618-9383
-----------------------------------	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Scope:** Master Plan, Exterior Restoration, Addition, Balcony Reconstruction, Renovation

**Size:** 27,000 SF | **Cost:** \$30,000,000.00 (Theater and Addition Planned); \$2,200,000.00 (Balcony as Constructed); \$2,200,000.00 (Exterior Restoration)

**Description:**

Opened to the public in 1889, the construction of the Wheeler Opera House reflected the cultural growth and development of Aspen, Colorado during the late 19th century. The Opera House opened as a multi-use building, encompassing a third-floor theater, commercial storefronts, bank, office, and storage space. The building suffered two fires in November 1912 and sat vacant until its restoration in the 1980s. Today, the Wheeler is an active performance venue. The venue's intent to expand spurred the City-owned Wheeler to embark on a community-based planning process to address a number of deficiencies to include patron services, administrative space, and performance facilitation.

Principals and staff of Mills + Schnoering Architects (M+Sa) managed the program study and concept design for a new performing arts facility adjacent to the Wheeler in what is now a vacant parcel in addition to renovations of current facilities. In this and subsequent efforts, preservation, government, and community stakeholders were engaged regarding the new facility. M+Sa also synchronized with a local partner in relation to first floor and basement renovations to add a restaurant and additional administrative space in the existing facility.

A few years later, M+Sa completely rebuilt the balcony of the Wheeler Opera House on a compressed schedule, with construction completed in just three months with the city of Aspen choosing an integrated design approach and bringing the contractor onto the team during design. The project included a new balcony structure and finishes, control booth, seating, HVAC upgrades, and emergency lighting, as well as upgrades to eliminate existing 35mm film technology in favor of a digital cinema projection system, and the addition of efficient LED lighting to the auditorium.

M+Sa recently completed the restoration of the exterior stone. This included replacing most of the projecting elements such as belt courses, water tables, and column capitals with new brownstone to match the historic color and texture of the 'peach blow' sandstone.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Mills + Schnoering Architects, LLC	(2) FIRM LOCATION <i>(City and State)</i> Princeton, NJ	(3) ROLE Architecture, Historic Preservation, Project Management
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> <b>Civic Theatre of Allentown</b> Allentown, PA	22. YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION <i>(If applicable)</i> 2018	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Civic Theatre of Allentown	b. POINT OF CONTACT NAME William Sanders	c. POINT OF CONTACT TELEPHONE NUMBER 610-432-8943 x205
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Scope:** Master Plan, Phased Renovation and Restoration, Preparation of National Register of Historic Places Nomination

**Size:** 21,147 SF | **Cost:** \$4,350,000

**Project Description:**

The Civic Theatre was constructed in 1928 as a 1000-seat movie house. Now a 540-seat venue, the Civic screens first run films and hosts live theatrical productions year-round.

A second space, Theatre514, is located across the street, and contains a small screening room, reception, and gallery space. The space also contains a shop that is used for the construction of sets for mainstage productions. Mills + Schnoering Architects (M+Sa) recently renovated Theatre514 to enhance seating capacity, equipment layouts for improved sightlines, lighting, and finishes.

M+Sa then prepared a Master Plan for the full renovation and restoration of the complex, including patron amenities and accessibility; backstage improvements; and lighting. The design team worked to identify creative solutions for capturing existing space or creating new spaces to accommodate production needs with the overarching goals of enhancing administrative and program functions; providing greater patron access, comfort, and safety; and expanding educational opportunities.

Renovations included total building systems upgrades; box office, lobby, and auditorium renovations; new auditorium seating; restoration of historic finishes; new and upgraded theatrical systems; accessibility improvements; new concession area; and new ticket booth and box office suite. The work was funded via a Redevelopment Capital Program (RACP) grant through the Commonwealth of Pennsylvania and private donations.

The next phase of design work will restore the building's façade and renovate portions of the second floor including rehearsal studio, costume shop, and classroom. A National Register of Historic Places Nomination was successfully completed for the theater in 2023.

**Awards:** Preservation Pennsylvania (2019 Construction Project Award in Restoration); New Jersey AIA Design Award (2019 Merit Award for Built-Preservation)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Mills + Schnoering Architects, LLC	(2) FIRM LOCATION <i>(City and State)</i> Princeton, NJ	(3) ROLE Architecture, Interior Design, Historic Preservation, Project Management
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> <b>Newtown Theatre</b> Newtown, PA		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(If applicable)</i> 2021

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Newtown Hall Theatre, Inc.	b. POINT OF CONTACT NAME Andrew Smith	c. POINT OF CONTACT TELEPHONE NUMBER 267-884-6329
--	--	--

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*



**Scope:** Master Plan, Feasibility Study, Renovation | **Size:** 7,350 SF | **Cost:** \$500,000

**Project Description:**

The 343-seat Newtown Theatre was constructed in 1883 as Newtown Hall, a non-denominational place of worship and community space. The building sits on a residential block within the Newtown Historic District.

Since the 1930s, the space has functioned as a single-screen movie house and live performance venue in addition to hosting community events. Over the years, the building's masonry exterior has been repointed and repaired to maintain its 1880s appearance, while the interior has remained largely unchanged since the 1930s when the building was renovated for film and Art Deco fixtures and finishes were introduced.

In 2012 principals and staff of Mills + Schnoering Architects (M+Sa) led a feasibility study and prepared a Master Plan and concept design for additions and renovations to improve the building's performance capabilities; provide accessibility for patrons, staff, and performers; and restore select historic elements to their 1930s appearance. The concept design included an expanded lobby, including updated ticketing and concessions areas; barrier-free entries into the building; new audience seating at both the orchestra and balcony levels; restoration of historic finishes; and new restrooms for patrons and theater staff.

Fundraising challenges delayed the development of the project until 2017, when M+Sa was again engaged to revise the previous concept design for a more focused approach to Newtown Theatre's programming. M+Sa developed a schematic design package for an initial phase of limited renovations within the Auditorium to provide an improved patron experience and greater accessibility. The project included the reconfiguration of the main Auditorium floor, creation of a new accessible toilet room on the main level, new seating on the main level, and auditorium paint/plaster repair and restoration. Construction for the auditorium was completed in Fall 2021. Future work will include the improvement of concessions and other building systems.

**Awards:** Preservation Alliance for Greater Philadelphia (2022 Grand Jury Award)

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Mills + Schnoering Architects, LLC	(2) FIRM LOCATION <i>(City and State)</i> Princeton, NJ	(3) ROLE Architecture, Interior Design, Historic Preservation Project Management
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> <b>Eichelberger Performing Arts Center</b> <i>Hanover, PA</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION <i>(If applicable)</i> 2023

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Eichelberger Performing Arts Center	b. POINT OF CONTACT NAME David Adler	c. POINT OF CONTACT TELEPHONE NUMBER 717-632-9356 x302
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*



**Scope:** Renovation | **Size:** 6,480 SF | **Cost:** \$659,257

**Project Description:**

The Eichelberger Performing Arts Center is housed within a building constructed in 1896 and listed on the National Register of Historic Places. The building was used as a high school throughout most of the twentieth century and then adapted in 1991 to serve a commercial use, with professional offices and the Eichelberger Performing Arts Center as the principal occupants.

The 781-seat performing arts center uses nearly a third of the entire building and opened for its first performance in October 1998. In addition to the auditorium, the center includes restrooms, dressing rooms, storage, administrative offices, and a box office.

M+Sa developed a construction documents package for limited renovations within the performing arts center's auditorium to provide an improved patron experience that focused on a more efficient seating layout with improved balcony sightlines. The work area included the orchestra level and balcony levels of the auditorium.

The project included removal of existing seating and floor finishes, construction of new flat areas for wheelchairs and fixed seating, installation of new seating in a new configuration (665 seats and 7 wheelchair positions), replacement of the sound booth partition and counter, new floor overframing for existing balcony level rows, replacement floor finishes, replacement balcony railing, painting, and electrical scope for seat end standards and in-wall lighting.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
Mills + Schnoering Architects, LLC	Princeton, NJ	Architecture, Interior Design, Historic Preservation, Project Management
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER <b>6</b>
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21. TITLE AND LOCATION <i>(City and State)</i> <b>Ripley Lecture Auditorium, Smithsonian Institution</b> <i>Washington, DC</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Smithsonian Institution</b>	b. POINT OF CONTACT NAME <b>Emily Ruegger</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>202-330-4407</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Before Image



**Scope:** Renovation | **Size:** 5,295 SF | **Cost:** \$4,500,000

**Project Description:**

The Smithsonian Quadrangle at 1100 Jefferson Dr, SW, is a complex of buildings that houses Smithsonian Associates' (SA) museum-based educational classrooms, programming spaces and offices. The Ripley Lecture Hall, located within the Smithsonian Quadrangle, is a self-contained suite of underground spaces.

The two-story lecture hall is accessed via a domed kiosk at street level and then by elevator or stairs to the 3rd sublevel basement. The Ripley Lecture Hall is an important venue that hosts numerous public programs and plays a significant role in fulfilling the Smithsonian Associates' mission.

The Ripley Lecture Hall is heavily used, and primarily hosts lectures and panel discussions on a wide variety of subjects. Small music and other live stage productions supplement SA's lecture programming. Accessibility, technical systems, and the size of the stage limit SA's ability to provide appropriate and necessary separations between speaker/performer and audience, and do not accommodate pre-event speaker/performer space.

Mills + Schnoering Architects, LLC was engaged by the Smithsonian Institution to assist in designing renovations for the Ripley Lecture Hall and its adjacent support spaces. The project's primary objectives are to enhance the user experience for presenters, in-person attendees and virtual participants. The scope includes upgrading the technical capabilities of the audiovisual systems, lighting and acoustics in the lecture hall, increasing the audience capacity from 173 to 213 seats improving architectural finishes, integrating accessibility features for patrons, performers, and lecturers, and integrating new support functions to enhance the presenter's experience.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b> (1) FIRM NAME <b>Mills + Schnoering Architects, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Princeton, NJ</b>	(3) ROLE <b>Architecture, Interior Design, Project Management</b>
<b>b.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER <b>7</b>
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21. TITLE AND LOCATION <i>(City and State)</i> <b>Center for Creativity @ The Rialto</b> <i>Westfield, NJ</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER <b>Center for Creativity @ The Rialto</b>	b. POINT OF CONTACT NAME <b>Elliot Fox</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>201-779-6635</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Scope:** Schematic Design through Construction; Renovations | **Size:** 30,500 SF | **Cost:** \$18,500,000

**Project Description:**

The 1922 Rialto Theater occupies a prominent location in downtown Westfield, NJ. The building is located within the National Register-eligible Westfield Commercial Historic District as well as a locally defined historic district. The Rialto closed in 2019 and was last used as a two-story multiplex movie theater with six auditoriums, offices, support spaces, and attached retail stores.

Local recognition of the fact that a repurposed Rialto has the potential to play an important local and regional role in stimulating interest in and exposure to the arts while serving as a critical economic engine for the town led to a vision for a new community-focused destination known as The Center for Creativity. Mills + Schnoering Architects, LLC (M+Sa) was hired to work with The Center for Creativity to develop a plan that would bring life back to the building, reactivate the street and sidewalk, and create a welcoming beacon for all.

M+Sa's plans call for a multi-purpose event space capable of hosting live performance with a seating capacity of approximately 250 people or more, which could be utilized for film screenings, live music, dance, theater, lectures, parties, and gallery exhibitions. The event space features a two-story operable partition that when open joins the formal seating area with the lobby, providing flexibility for various event types.

A new accessible lobby affords access to the facility through a repurposed retail space. gallery space for the display of artwork is woven throughout the building, and a dual-function coffee bar is designed to serve as a concession for the performance area and a café for other patrons. Original second floor office spaces will be repurposed to accommodate art and music classrooms, as well as small lectures and film screenings. A new dance studio is designed as part of a new second floor structure within the volume of the original auditorium area. New restrooms and elevator access serve all floors. New fenestration is proposed to enliven lobby spaces and provide a visual connection between pedestrian and patron zones.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

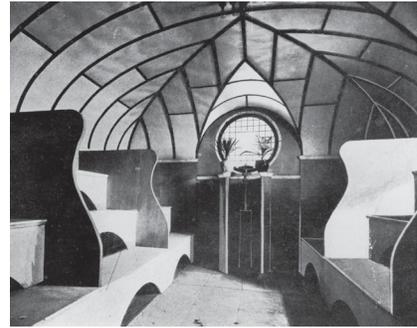
a.	(1) FIRM NAME <b>Mills + Schnoering Architects, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Princeton, NJ</b>	(3) ROLE <b>Architecture, Historic Preservation, Interior Design, Project Management</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Lightner Museum, St Augustine, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020-ongoing	CONSTRUCTION <i>(If applicable)</i> 2024-ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lightner Museum	b. POINT OF CONTACT NAME David Bagnall, Director	c. POINT OF CONTACT TELEPHONE NUMBER 904-824-2874 x 106
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Key Features:**

- As-built drawings documenting floor plans and elevations
- Interior work focused on modernizing the interior museum exhibit spaces and upgrading accessibility, sprinkler and MEP design
- Exterior work focused on window restoration / replacement and moisture mitigation (Coquina is very porous)

**Description:** The Lightner Museum built by Henry Flagler in 1887 is a 4-story coquina concrete with solid walls and details in a Mediterranean style. This project scope is phased and includes documenting and measuring the building, renovations of the Alcazar Baths and surrounding galleries and complete window restoration / replacement of the exterior. The museum suffers from inadequate accessibility / way finding and the renovations address these issues by upgrading access and safety in the galleries - for example a glass bridge through a gallery space that elevates patrons above a series of stairs.

Project Square footage: 25,000 sf  
 Construction Cost:\$5,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME Sarah Ryan Architect	(2) FIRM LOCATION <i>(City and State)</i> St Augustine, FL	(3) ROLE Architecture, Project Management
b. (1) FIRM NAME Atlantic Engineering Services	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Structural Engineering
c. (1) FIRM NAME Powell & Hinkle Engineering	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE MEP Engineering

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>9</b>
21. TITLE AND LOCATION <i>(City and State)</i> First Baptist Church, St Augustine, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020-2024 CONSTRUCTION <i>(If applicable)</i> 2022-2024

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER First Baptist Church & City of St Augustine CRA	b. POINT OF CONTACT NAME Jaime Perkins (City of St Augustine)	c. POINT OF CONTACT TELEPHONE NUMBER 904-209-4254
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



**Key Features:**

- Renovation of Historic Church in St Augustine - Church was location of protests in the Civil Rights movement of 1964
- Work focused on upgrading the exterior envelope, interior MEP, and accessibility
- Stakeholders included church members, City of St Augustine CRA and local historic preservation review board
- Flood proofing measures

**Description:** First Baptist Church is located in the historic neighborhood of Lincolnville in St Augustine, FL. The projects was designed in two phases. Phase 1 renovations included a new roof, new mechanical and electrical service, and window restoration. Phase 2 renovations included a new elevator addition. St Augustine is prone to flood events and flood proofing the lower floor was an important part of the scope.

Project Square footage: 5500 SF  
 Construction Cost \$2,000,000 (Phase 1 and 2)

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME Sarah Ryan Architect	(2) FIRM LOCATION <i>(City and State)</i> St Augustine, FL	(3) ROLE Architecture, Project Management
b. (1) FIRM NAME Atlantic Engineering Services	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Structural Engineering
c. (1) FIRM NAME Powell & Hinkle Engineering	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE MEP Engineering

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>10</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Mabel Tainter Center for the Arts, Menomonie, WI</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2005</b>	CONSTRUCTION <i>(If applicable)</i> <b>2007</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Mabel Tainter Literary &amp; Library Society</b>	b. POINT OF CONTACT NAME <b>Erik Simonsen, Executive Director</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(715) 239-9726</b>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*



Schuler Shook worked closely with the design team to develop more functional stage and technical systems within the existing footprint. A new loading dock improves access to the stage. A steel rigging structure and loading gallery were inserted within the existing stage to allow installation of a counterweight rigging system. The new rigging supports modern stage lighting and masking curtains as well as the historic painted backdrops that have long been used at the Mabel Tainter. Portable platforms at the front of the stage allow expanded audience seating or easy access to the orchestra pit. Other improvements include an enlarged and upgraded dimming system, an expanded lighting and audio control area, and user-friendly architectural lighting controls for the auditorium.

Project budget was \$4.1 million.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME <b>Schuler Shook</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Minneapolis, MN</b>	(3) ROLE <b>Theatre Planning / Architectural Lighting Design</b>
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Michael R. Schnoering, FAIA <i>Mills + Schnoering Architects</i>	Partner in Charge (M+Sa)	X	X	X	X	X	X	X			
Robert Forwood, AIA, LEED AP <i>Mills + Schnoering Architects</i>	Project Manager / Senior Architect	X		X	X		X	X			
Amy Mladjen, IIDA, NCIDQ <i>Mills + Schnoering Architects</i>	Interior Designer	X		X	X	X	X	X			
Sarah Ryan <i>Sarah Ryan Architect</i>	Partner in Charge (SRA)								X	X	
Mark McConnel <i>Sarah Ryan Architect</i>	Project Architect								X	X	
Lane R. Hinkle, P.E. <i>Powell &amp; Hinkle Engineering</i>	Mechanical Engineer of Record								X	X	
Robert L. Hinkle, P.E. <i>Powell &amp; Hinkle Engineering</i>	Plumbing, Fire Protection								X	X	
Tom Elder, P.E. <i>Powell &amp; Hinkle Engineering</i>	Electrical Engineer of Record								X	X	
Jude T. Kostage, P.E. <i>Atlantic Engineering Services</i>	Structural Engineer								X	X	
Jody Kovalick <i>Schuler Shook</i>	Theatre Consultant										
Paul Whitaker <i>Schuler Shook</i>	Theatre Consultant / Architectural Lighting										
Sten Severson <i>Schuler Shook</i>	Audio Video Consultant										
David Greenberg <i>Creative Acoustics</i>	Acoustical Consultant										
Daniel de Arostegui <i>Dharam Consulting</i>	Cost Estimator										
Anthony Lizzi <i>Dharam Consulting</i>	Cost Estimator										

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	The Tivoli Theatre and Center	6	Ripley Lecture Auditorium, Smithsonian Institution
2	Wheeler Opera House	7	Center for Creativity @ The Rialto
3	Civic Theatre of Allentown	8	Lightner Museum
4	Newtown Theatre	9	First Baptist Church
5	Eichelberger Performing Arts Center	10	Mabel Tainter Center for the Arts

IV

**TAB IV – PROPOSER'S INFORMATION****Legal contracting name including any dba and state of organization or incorporation.**

The firm's legal name is Mills + Schnoering Architects, LLC, a New Jersey Limited Liability Company (LLC) authorized to transact business in the State of Florida.

**Ownership structure of Proposer's company**

Mills + Schnoering Architects is a Limited Liability Company.

**Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.**

The company's W-9 is enclosed.

**Contact information for Proposer's Corporate headquarters and any other office locations.**

Mills + Schnoering Architects, LLC, 200 Forrestal Road, Suite 3A, Princeton, NJ 08540 | 609.681.2480

Mills + Schnoering Architects, PC, 230 S. Broad Street, Suite 1050, Philadelphia, PA 19102 | 609.681.2480

**Contact information for Proposer's primary and secondary representative during this solicitation process.**

Michael R. Schnoering, FAIA, Partner | 609.681.2480 ext. 102 | [mikes@msarchitectsllc.com](mailto:mikes@msarchitectsllc.com) |

Mills + Schnoering Architects, LLC, 200 Forrestal Road, Suite 3A, Princeton, NJ 08540

Sarah Ryan, Principal | 904-547-9430 | [sr@sarahryanarchitect.com](mailto:sr@sarahryanarchitect.com) |

Sarah Ryan, Architect LLC, 201 Owens Avenue, St. Augustine, FL 32080

**Provide details of any ownership changes to Proposer's organization in the past three years or Changes anticipated within six months of the Due Date and Time.**

Mills + Schnoering Architects has not had any ownership changes in the past three years and does not anticipate any changes within the next six months.

**Provide the names of the persons who are officers or principals of the company.**

Mills + Schnoering Architects is led by three partners: Michael R. Schnoering, FAIA; Meredith Arms Bzdak, PhD; and Amy Mladjen, IIDA, NCIDQ.

**Any additional organizational information that Proposer wishes to supply to augment its Proposal.**

See Tab VII.

**Provide prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, and of its employees or subcontractors, is or has been involved within the last three (3) years.**

Mills + Schnoering Architects is not involved in any current or pending litigation and has not been involved in any litigation in the last three (3) years.

**Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted.**

Please see enclosed.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <i>See Specific Instructions on page 3.</i>	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Mills + Schnoering Architects, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b>  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>200 Forrestal Road, Suite 3A</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Princeton, NJ 08540</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	7	-	5	3	4	7	9	4	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Jacqueline Frey</i>	Date <i>2/5/25</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

12 February 2025

Purchasing and Contract Administration Division  
The City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

Re: RFQ NO.: 2025-019  
Professional Services – Architectural/Engineering Design & Construction Administration  
Crest Theatre Auditorium Renovations/ Project No. 25-001X October 2024

**FINANCIAL STATEMENT**

Mills + Schnoering Architects, LLC's financial condition is materially the same as that shown on the balance sheet and income statement that follows as part of our Independent Accountant's Compilation Report.

As an additional note, the firm's revenue increased by approximately 25% in 2024.



Michael R. Schnoering, FAIA  
Partner

**MILLS + SCHNOERING ARCHITECTS, LLC**  
Financial Statements  
*Years Ended December 31, 2023 and 2022*

**MILLS + SCHNOERING ARCHITECTS, LLC**  
*Years Ended December 31, 2023 and 2022*

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To the Members of  
Mills + Schnoering Architects, LLC  
Princeton, New Jersey

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Management is responsible for the accompanying financial statements of Mills + Schnoering Architects, LLC, (a limited liability company), which comprise the balance sheet as of December 31, 2023, and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The supplementary information contained in the Schedules of Professional Expenses and Selling, General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

### **Emphasis of Matter**

As discussed in the notes to the financial statements, Mills + Schnoering Architects, LLC adopted Accounting Standards Update (ASU) No. 2016-02 Leases (Topic 842) and its amendments (including amendments contained in ASU No. 2018-11), effective January 1, 2022. Our opinion is not modified with respect to these matters.

### **Other Matter**

The financial statements of Mills + Schnoering Architects, LLC as of December 31, 2022 were subjected to a compilation engagement by Hamilton Financial Group, LLC, whose partners and professional staff joined Platform CPAs, LLP and whose report dated March 29, 2023 stated that they had not audited or reviewed the 2022 financial statements and did not express an opinion, a conclusion, nor provide any assurance on those financial statements.

### ***PLATFORM CPAs, LLP***

Mercerville, New Jersey  
March 13, 2024

**MILLS + SCHNOERING ARCHITECTS, LLC**

## Balance Sheets

*December 31, 2023 and 2022***ASSETS**

	<u>2023</u>	<u>2022</u>
<b>Current assets</b>		
Cash and cash equivalents	\$ 531,886	\$ 795,544
Accounts receivable, net	982,023	827,086
Prepaid expenses and other current assets	<u>69,974</u>	<u>70,757</u>
Total current assets	1,583,883	1,693,387
<b>Property and equipment</b> , net of accumulated depreciation	47,614	52,564
<b>Other assets:</b>		
Right of use asset – operating lease	<u>124,908</u>	<u>223,672</u>
Total assets	<u>\$ 1,756,405</u>	<u>\$ 1,969,623</u>

**LIABILITIES AND MEMBERS' EQUITY**

<b>Current liabilities</b>		
Accounts payable	\$ 454,563	\$ 307,526
Accrued consulting fees	533,895	523,910
Current maturities of long-term debt	55,459	54,750
Current portion of operating lease obligation	<u>99,796</u>	<u>98,764</u>
Total current liabilities	1,143,713	984,950
<b>Long-term liabilities</b>		
Operating lease obligation, net of current portion	25,112	124,908
Long-term debt, net of current maturities	<u>183,535</u>	<u>253,404</u>
Total liabilities	1,352,360	1,363,262
<b>Members' equity</b>	<u>404,045</u>	<u>606,361</u>
Total liabilities and members' equity	<u>\$ 1,756,405</u>	<u>\$ 1,969,623</u>

See accompanying notes and independent accountants' compilation report.

**MILLS + SCHNOERING ARCHITECTS, LLC**

## Statements of Operations

*Years Ended December 31, 2023 and 2022*

	<u>2023</u>	<u>2022</u>
<b>Gross fees</b>	<u>\$ 4,407,839</u>	<u>\$ 4,492,104</u>
Professional expenses	3,618,329	3,443,128
Selling, general and administrative expenses	<u>824,148</u>	<u>824,857</u>
<b>Total operating expense</b>	<u>4,442,477</u>	<u>4,267,985</u>
Income (loss) before other income (expense)	<u>(34,638)</u>	<u>224,119</u>
<b>Other income (expense)</b>		
Interest income	4,417	2,782
Interest expense	(2,888)	(3,356)
State pass-through taxes	<u>(2,207)</u>	<u>(51,678)</u>
Total other income (expense)	<u>(678)</u>	<u>(52,252)</u>
<b>Net income (loss)</b>	<u><u>\$ (35,316)</u></u>	<u><u>\$ 171,867</u></u>

See accompanying notes and independent accountants' compilation report.

**MILLS + SCHNOERING ARCHITECTS, LLC**Statements of Changes in Members' Equity  
*Years Ended December 31, 2023 and 2022*

	<u>M. Schnoering</u>	<u>M. Bzdak</u>	<u>A. Mladjen</u>	<u>Total</u>
<b>Members' equity at January 1, 2022</b>	\$ 567,095	\$ 167,399	\$ -	\$ 734,494
Net income	139,212	32,655	-	171,867
Member draws	<u>(243,000)</u>	<u>(57,000)</u>	<u>-</u>	<u>(300,000)</u>
<b>Members' equity at December 31, 2022</b>	463,307	143,054	-	606,361
Net (loss)	(24,721)	(7,063)	(3,532)	(35,316)
Member draws	<u>(116,900)</u>	<u>(33,400)</u>	<u>(16,700)</u>	<u>(167,000)</u>
<b>Members' equity at December 31, 2023</b>	<u>\$ 321,686</u>	<u>\$ 102,591</u>	<u>\$ (20,232)</u>	<u>\$ 404,045</u>

See accompanying notes and independent accountants' compilation report.

**MILLS + SCHNOERING ARCHITECTS, LLC**

Statements of Cash Flows

*Years Ended December 31, 2023 and 2022*

	2023	2022
<b>Cash flows from operating activities</b>		
Net income (loss)	\$ (35,316)	\$ 171,867
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Change in right to use asset	98,764	97,742
Change in lease liability	(98,764)	(97,742)
Depreciation	12,750	13,930
Decrease (increase) in:		
Accounts receivable	(154,937)	(394,091)
Prepaid expenses and other current assets	783	(42,581)
Increase (decrease) in:		
Accounts payable	147,037	67,558
Accrued consulting fees	9,985	222,493
Total adjustments	15,618	(132,691)
Net cash provided by (used in) operating activities	(19,698)	39,176
<b>Cash flows from investing activities</b>		
Purchase of property and equipment	(7,800)	(42,790)
Net cash (used in) investing activities	(7,800)	(42,790)
<b>Cash flows from financing activities</b>		
Principal payments of long-term debt	(69,160)	(54,195)
Member draws	(167,000)	(300,000)
Net cash (used in) financing activities	(236,160)	(354,195)
<b>Net (decrease) in cash</b>	(263,658)	(357,809)
Cash – beginning of year	795,544	1,153,353
<b>Cash – end of year</b>	\$ 531,886	\$ 795,544
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid during the year for:		
Interest expense	\$ 2,888	\$ 3,356
Income taxes	\$ 2,207	\$ 51,678
<b>Non cash investing activities:</b>		
Acquisition of right to use assets and liabilities		
Right to use asset	\$ -	\$ 321,414
Right to use liabilities	-	321,414

See accompanying notes and independent accountants' compilation report.

# MILLS + SCHNOERING ARCHITECTS, LLC

## Notes to Financial Statements

Years Ended December 31, 2023 and 2022

### 1. Organization and Business Activities

Mills + Schnoering Architects, LLC (a New Jersey Limited Liability Company), was formed on March 4, 2011. The Company provides professional architectural services to both the public and private sectors.

### 2. Summary of Significant Accounting Policies

#### Basis of Accounting

The Company utilizes the accrual basis of accounting. Accordingly, revenues are recognized when they are earned and expenses are recognized when they are incurred.

#### Revenue Recognition

Revenue is generally realized or realizable and earned when persuasive evidence of an arrangement exists, services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonably assured. The Company records revenue when services are performed and are either billed or billable to a specific job contract.

Accounts receivable are uncollateralized customer obligations due under normal trade terms requiring payment within 30 days from the invoice date. Finance charges on unpaid balances are computed at 1% per month. Due to the uncertainty regarding collection, finance charges are recognized as income only when received. Credit is granted to substantially all customers without collateral.

The Company's trade accounts receivable are stated net of an allowance for doubtful accounts. The allowance for doubtful accounts is based on an analysis of specific customers, taking into consideration the age of past due accounts and an assessment of the customer's ability to pay. There were no allowances for doubtful accounts at December 31, 2023 and 2022.

The Company's revenue disaggregated according to the timing of when revenue is recognized is as follows:

	2023	2022
Revenue recognized at a point in time (ASC 606)	\$ -	\$ -
Revenue recognized over time (ASC 606)	4,407,839	4,492,104
Other revenue not subject to ASC 606	-	-
Total revenue	<u>\$ 4,407,839</u>	<u>\$ 4,492,104</u>

## **MILLS + SCHNOERING ARCHITECTS, LLC**

### Notes to Financial Statements

*Years Ended December 31, 2023 and 2022*

## **2. Summary of Significant Accounting Policies (continued)**

### **Property and Equipment**

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful lives of the assets which range from 5 to 15 years. Repair and maintenance costs are expensed, while additions and betterments are capitalized. The cost and related accumulated depreciation of assets sold or retired are eliminated from the accounts and any gains or losses are reflected in earnings.

### **Cash Equivalents**

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Income Taxes**

The Company is treated as a partnership for federal and state income tax purposes. Accordingly, all earnings or losses are taxed to the members in proportion to each member's pro rata share of ownership. The Company has elected to be taxed as a pass-through entity in New Jersey based on the Company's net taxable income in that jurisdiction.

Generally accepted accounting principles prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. It requires that computations of current and deferred income taxes only consider tax positions that are more likely than not to be sustained if the tax authorities examine the position. The Company evaluates statutes of limitations, changes in tax law, and new authoritative rulings and accrues for liabilities if applicable. The Company's evaluation found no uncertain tax positions.

Federal and state tax returns are subject to examination by the taxing authorities generally for a period of three years after they are filed. Any penalties and interest assessed by taxing authorities are included in operating expenses. No interest and penalties have been recorded for the years ended December 31, 2023 and 2022, respectively.

### **Guaranteed Payments to Partners**

Guaranteed payments to partners that are intended as compensation for services rendered are accounted for as partnership expenses and included in the allocation of partnership net income.

## **MILLS + SCHNOERING ARCHITECTS, LLC**

Notes to Financial Statements

*Years Ended December 31, 2023 and 2022*

### **2. Summary of Significant Accounting Policies (continued)**

#### **Guaranteed Payments to Partners (continued)**

Guaranteed payments that are intended as payments of interest on capital accounts are not accounted for as expenses of the partnership and not included in the allocation of partnership net income.

#### **Concentration of Credit Risk**

Financial instruments that potentially subject the Company to concentration of credit risk consist principally of cash and accounts receivable. The Company maintains its cash balances at several financial institutions. At times, balances may exceed Federal Deposit Insurance Corporation limits. Concentration of credit risk with respect to accounts receivable are limited due to the large number of customers comprising the Company's customer base.

#### **Advertising Costs**

The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2023 and 2022 were \$3,545 and \$1,614, respectively.

#### **Impairment of Long-Lived Assets**

The Company evaluates long-lived assets, such as property and equipment, and assets subject to amortization for impairment whenever events or changes in circumstances require a long-lived asset be tested for possible impairment. The Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment charges have been recorded in the accompanying financial statements related to long-lived assets.

#### **Fair Value of Financial Instruments**

The Company has a number of financial instruments, none of which are held for trading purposes. The Company estimates that the fair value of all financial instruments at December 31, 2023 and 2022 does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial position. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value and, accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

# MILLS + SCHNOERING ARCHITECTS, LLC

## Notes to Financial Statements

Years Ended December 31, 2023 and 2022

### 2. Summary of Significant Accounting Policies (continued)

#### Adoption of FASB ASC 842

Effective January 1, 2022, the Company adopted FASB ASC 842, *Leases*. The Company determines if an arrangement contains a lease at inception based on whether the Company has the right to control the assets during the contract period and other facts and circumstances. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. This new lease standard had minimal impact on the financial statements.

The adoption of FASB ASC 842 resulted in the recognition of right-to-use-assets, net of prepaid lease payments and lease incentives, of \$321,414 and operating lease liabilities of \$321,414 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with our historical accounting treatment. The adoption of FASB ASC 842 did not have material impact on the Company's results of operations, cash flows or debt covenants.

#### Reclassifications

Certain prior balances have been reclassified to conform with the current year's presentation.

#### Subsequent Events

The Company has evaluated subsequent events through March 13, 2024, the date the financial statements were available to be issued.

### 3. Property and Equipment

Property and equipment at December 31, 2023 and 2022 consisted of the following:

	2023	2022
Leasehold improvements	\$ 69,423	\$ 69,423
Office equipment	270,101	262,301
Furniture and fixtures	65,430	65,430
	404,954	397,154
Less: accumulated depreciation	(357,340)	(344,590)
	<u>\$ 47,614</u>	<u>\$ 52,564</u>

Depreciation expense amounted to \$12,750 and \$13,930 for the years ended December 31, 2023 and 2022, respectively.

## MILLS + SCHNOERING ARCHITECTS, LLC

### Notes to Financial Statements

Years Ended December 31, 2023 and 2022

#### 4. Long-Term Debt

Long-term debt at December 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Loan payable of \$389,240 to a former member, payable in quarterly installments of \$14,410 including interest at 1.02% per annum through April 2028, collateralized by the assets of the Company.	\$ 238,994	\$ 308,154
	238,994	308,154
Less: current maturities	<u>(55,459)</u>	<u>(54,750)</u>
Long-term debt, net of current maturities	<u>\$ 183,535</u>	<u>\$ 253,404</u>

The following is a summary of principal maturities of long-term debt as of December 31, 2023:

2024	\$ 55,459
2025	56,027
2026	56,602
2027	57,182
2028	<u>13,724</u>
	<u>\$ 238,994</u>

#### 5. Line of Credit

The Company has a \$265,000 line of credit. The line bears interest at the prime rate plus one percent, is collateralized by substantially all assets of the Company, and is personally guaranteed by all of the members. Borrowings on the line are based upon eligible accounts receivable and are subject to certain covenants and conditions. At December 31, 2023 and 2022, the Company had no amounts due against this line and the bank's prime rate was 8.50% and 7.50%, respectively.

#### 6. Pension Plan

The Company has a 401(k) and profit-sharing plan for the benefit of its employees. Employer matching contributions are made on a discretionary basis in the amount of 50% on the first 3% of an employee's gross wages. No employer matching is made on any employee contribution which is in excess of 3% of gross wages. Total employer contributions to the plan amounted to \$18,327 and \$16,455 for the years ended December 31, 2023 and 2022, respectively. The Company, at its discretion, may contribute to the profit-sharing component of the plan. There were no profit-sharing contributions made for the years ended December 31, 2023 and 2022.

**MILLS + SCHNOERING ARCHITECTS, LLC**

## Notes to Financial Statements

*Years Ended December 31, 2023 and 2022***7. Commitments and Contingencies**

In lieu of a security deposit under its office space lease, the Company has posted a letter of credit in the amount of \$13,000, which expires on December 1, 2024 and is renewable annually. The letter of credit reduces the amount available on the Company's line of credit.

The Company has an operating lease providing for monthly payments of \$8,377 for office space which expires on April 1, 2025. Rent expense amounted to \$100,528 for each of the years ended December 31, 2023 and 2022.

	<u>2023</u>	<u>2022</u>
Operating lease right-of-use assets	\$ 124,908	\$ 223,672
Current portion long-term lease liabilities	99,796	98,764
Operating lease liabilities, net current portion	<u>25,112</u>	<u>124,908</u>
Total operating lease liabilities	<u>\$ 124,908</u>	<u>\$ 223,672</u>

The components of operating lease expenses for the year ended December 31, 2023 and 2022 were as follows:

	<u>2023</u>	<u>2022</u>
Operating lease cost	\$ 100,528	\$ 100,528
Variable lease cost	\$ -	\$ -

The following summarizes the cash flow information related to operating leases for the year ended December 31, 2023 and 2022.

	<u>2023</u>	<u>2022</u>
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	\$ 100,528	\$ 100,528
Lease assets obtained in exchange for lease liabilities:		
Operating leases	\$ -	\$ 321,414

Weighted average lease term and discount rate of December 31, 2023 and 2022 were as follows:

	<u>2023</u>	<u>2022</u>
Weighted average remaining lease term	1.25 years	2.25 years
Weighted average discount rate	1.04 %	1.04%

## MILLS + SCHNOERING ARCHITECTS, LLC

### Notes to Financial Statements

Years Ended December 31, 2023 and 2022

#### 7. Commitments and Contingencies (continued)

The following is a schedule of future minimum lease payments as of December 31, 2023 under non-cancelable operating leases discounted to present value using the Company's risk-free rate:

	2024	\$ 100,528
	2025	25,144
Total lease payments		<u>125,672</u>
Less: Interest		<u>(764)</u>
Present value of lease liability		124,908
Less current portion of operating lease obligations		<u>(99,796)</u>
Operating lease obligation, net of current portion		<u>\$ 25,112</u>

#### 8. Concentrations

The Company earned approximately 64% and 69% of its revenues from two and three customers in 2023 and 2022, respectively. At December 31, 2023 and 2022, accounts receivable included \$685,770 and \$568,843, respectively, from these customers.

#### 9. Compensated Absences

Employees of the Company are entitled to paid vacation, paid sick days, and personal days off, depending on job classification, length of service, and other factors. It is impracticable to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

#### 10. Provision for State Taxes

For the years ended December 31, 2023 and 2022, provision for state taxes included New Jersey pass-through entity tax of \$2,207 and \$51,678, respectively.

**MILLS + SCHNOERING ARCHITECTS, LLC**  
Schedules of Professional Expenses and Selling, General and Administrative Expenses  
*Years Ended December 31, 2023 and 2022*

	2023	2022
<b>Professional Expenses</b>		
Consultants	\$ 2,292,152	\$ 2,141,415
Salaries and guaranteed payments	1,307,446	1,281,016
Printing, photography and report processing	17,526	19,994
Supplies and job materials	1,205	703
	\$ 3,618,329	\$ 3,443,128
<b>Selling, General and Administrative Expenses</b>		
Salaries	\$ 218,164	\$ 201,797
Lease expense – right of use asset	100,528	100,528
Payroll and other taxes	89,700	115,953
Employee benefits	87,883	77,991
Professional services	74,495	89,801
Travel, meals and entertainment	55,614	65,254
Software licensing	49,673	52,013
Insurance	48,013	46,297
Contributions and gifts	29,775	16,478
Dues, subscriptions and licenses	14,858	9,016
Telephone and fax	13,957	12,962
Depreciation and amortization	12,750	13,930
Other operating expenses	9,625	10,100
Office expense	6,996	3,906
Office supplies	6,372	4,949
Postage	4,041	3,235
Professional development	1,704	647
	\$ 824,148	\$ 824,857

See accompanying notes and independent accountants' compilation report.

V

**TAB V – EXPERIENCE, ABILITY AND REFERENCES**

**Provide details of Proposer’s years of experience in the field of architectural/engineering design consulting services. Include number of projects, construction dollar value, and years of relevant experience.**

Mills + Schnoering Architects, LLC (M+Sa) was founded in 2011. The firm traces its origins to the 1974 partnership of William Short and Jeremiah Ford III, a community-based general practice that undertook design and preservation projects for residential, commercial, and institutional clients. The firm is managed by three partners with a long history of collaboration who are actively involved in all projects. Other key M+Sa staff hold professional degrees and have experience in design and historic preservation, with expertise in project management, programming, interior design, architectural history, and the application of LEED standards.

The work of M+Sa reflects a continued emphasis on both design and preservation, but the focus has become more national in scope. Our work is focused on cultural buildings of all types, including theaters and museums; public buildings; campus planning and design; and the preservation and rehabilitation of historic structures. M+Sa’s recent cultural, institutional, and civic work includes master planning for and restoration/renovations to the historic Tivoli Theatre and Tivoli Center, Chattanooga, Tennessee; the adaptive use of the former postal facility at the Nix Federal Building for new offices for the Philadelphia Passport Office in Philadelphia, PA; restoration and renovation of the Wheeler Opera House in Aspen, Colorado; façade restoration of the Milwaukee Federal Building and U.S. Courthouse, a design excellence project for the General Services Administration; and the design of Life Safety Improvements at the Statue of Liberty National Monument.

M+Sa maintains a roster of approximately 40-50 active projects per year and has completed approximately 750 projects since its founding in 2011. Projects range from small concept studies with fees of \$30,000 to \$250,000, to comprehensive renovation/restoration projects with construction values of \$2 million to \$80 million.

**Provide a detailed narrative documenting the Proposer’s specific experience including, but not limited to the following:**

- a. **At least five (5) years of experience as the prime architectural/engineering design consultant on building interior space renovations construction projects.**
- b. **Experience with architectural/engineering design projects that include historic buildings and entertainment/performing arts venues.**
- c. **Experience with municipal or government agency construction projects.**
- d. **Other types of related experience or information.**

M+Sa has successfully completed comprehensive renovations and modernizations of existing buildings to enhance their utility and more effectively realize their intended programs. We regularly add new systems and provide increased accessibility to and within existing buildings, designing and phasing renovations to allow critical resources to remain operational; and treat exterior building materials to improve architectural, structural, and envelope performance. We recognize that all existing buildings are living structures with active programs, and we work with clients to balance a range of preservation interests with renovation priorities.

The M+Sa team is skilled in achieving physical and programmatic accessibility for our designs at existing buildings and sites. Partner in Charge of Design Michael Schnoering, FAIA is a national leader in accessibility compliance, planning, and design for new and historic civic and cultural projects. He speaks and writes widely on these topics and provides technical guidance and resources for public venues and arts organizations in New Jersey, and elsewhere, seeking to make both their programs and facilities more accessible.

M+S<sup>a</sup> has a national reputation for its high level of design and care of some of the nation's most significant buildings and sites. Examples of ongoing and recently completed (within the last five years) projects include:

- **President's Park Fence, Washington, DC (National Park Service):** The White House Complex encompasses the eighteen acres of the White House grounds, West Executive Avenue, the Eisenhower Executive Office Building, East Executive Avenue, and the Department of Treasury. The project area is part of a National Historic Landmark site, so the new fence and all associated site, landscape, and security improvements have been designed to respect its historic character and national significance. Completed 2024.
- **Nix Courthouse and Federal Building, Philadelphia, PA (General Services Administration):** Adaptive use of historic post office lobby and workroom for a new Department of State Passport Agency center. The project included new art by local artists and interpretive exhibits showing passport, post office, and building history. Completed 2024.
- **Meridian Hill Park (Malcolm X Park), Washington, DC (National Park Service):** Restoration of National Historic Landmark park designed by landscape architects Horace Peaslee and Ferruccio Vitale, featuring extensive functional and ornamental architectural elements created by John Joseph Earley using a form of exposed aggregate concrete. Restoration included work at the perimeter wall and fence and deteriorated concrete elements; landscape restoration; new site lighting; interpretive signage program; plaza rehabilitation and barrier-free access. Completed 2024.

Our cultural work throughout M+S<sup>a</sup>'s history has been exemplified by collaborations with some of the nation's finest performing arts institutions, from the Westport Country Playhouse (Westport CT) to the Tarrytown Music Hall (Tarrytown NY). We are adept at balancing the practical and artistic needs of arts organizations with the limitations and opportunities of sensitive sites and historic structures. We have completed a range of projects focused on the design, renovation, and restoration of performance, patron, and support spaces. We know that carefully designed, imaginative performance spaces can dramatically enhance the work presented within, the audience experience, and on a larger scale, a community's engagement with the arts. Examples of ongoing and recently completed (within the last five years) projects include:

- **Wheeler Opera House, Aspen, CO (City of Aspen, CO):** Restoration of the five-story, rusticated sandstone and brick envelope of the landmark, 1889 performance venue. Completed 2023.
- **Ripley Auditorium, Washington, DC (Smithsonian Institution):** Renovation of the 1980s Ripley Lecture Hall and its adjacent support spaces (located within the Smithsonian Quadrangle) to enhance the user experience for presenters, in-person attendees and virtual participants. In progress.
- **Darress Theatre, Boonton, NJ (Town of Boonton):** Master Plan and Concept Design for the renovation/restoration of a 1920s, concrete, reverse-entry theater that served as a centerpiece for the community's downtown. Completed 2022.
- **Embassy Theatre, Fort Wayne, IN (Embassy Theatre):** Preparation of an ADA compliance study for the 2471-seat venue constructed in 1928. Completed 2024.

Our approach to these and to all projects is based on a thorough understanding of the building and its site, the architects' original intentions, and its larger physical context; of our client and their role within the community; and of a project's program requirements that serve as the basis for design. We are committed to creating safe, secure, and fully accessible facilities, and to social, economic, and environmental sustainability in our projects. It is our goal to create innovative, high-quality environments that enhance and advance the users' mission and become valued and enduring elements of a community's architectural legacy.

**Submit three (3) client references for whom Proposer has provided architectural/ engineering and inspection consulting services similar to those specified in this RFQ in the past five (5) years and who are agreeable to respond to a request from the City regarding proposer's experience.**

Please see enclosed Client Reference List.

**Identify the primary contact person, supervisory personnel, and other key personnel (including subconsultants) who are designated to work on the City's project. Provide a Standard Form (SF) 330, Section E for each individual. Include copies of relevant licenses and certifications relevant to the project.**

Please see attached SF 330 Section E Resumes for each team member.

**Explain Proposer's ability and commitment to maintain accessibility and availability for meetings, communications, and supervision.**

As a firm with a diverse clientele, M+Sa maintains an average of 30-40 active projects at any given time. We are accustomed to meeting concurrent deadlines and have the capacity and resources to manage this project workload.

M+Sa project managers assign work to our experienced technical staff consistently over the course of each project, and our staff's depth of experience allows additional personnel to be assigned to assist with deadlines when needed, under the supervision of the project manager.

To help ensure timely completion of our projects, M+Sa reviews firm-wide project staffing on a monthly basis, along with weekly reviews of design team staffing requirements based on projected milestones and deadlines. We follow a process of project record-keeping and file and maintain documents in a consistent fashion so that projects run smoothly, allowing additional team members to join the project easily as needed. Our staff is small enough to provide a high level of care and attention to our projects with a meaningful level of partner involvement, yet large enough to design complex projects successfully in tight timeframes.

During the Design, Construction Documentation, and Administration phases of our work, our team takes a proactive approach to Project Management. Teamwork and consensus-building are fostered through good communication, timeliness, and a commitment to the project goals. Regular meetings among all team members ensure a product that is complete and coordinated. M+Sa typically holds weekly consultant team meetings to review outstanding issues, progress, schedule, milestones, and specific design issues. This method of regular contact has been very successful in maintaining project schedules and helping to ensure that all team members are producing coordinated and complete design deliverables.

Sarah Ryan Architect, of St. Augustine, FL, will work in association with M+Sa, acting as an extension of M+Sa's office in the region. Immediate/emergent project needs for on-site meetings with the City or at the project site will be staffed in this manner.

Meetings are typically a combination of in-person, on-site discussions and virtual meetings, which are relatively simple to organize and allow for more frequent and immediate communication regardless of participants' locations. Our collaboration with Sarah Rayn Architects for this project at the Crest Theatre allows us to have local teammates who are thoroughly versed in all aspects of the project and can be on-site quickly and easily when needed.

We believe that effective project management involves the following key activities: thorough planning, the setting of goals, and the assignment of tasks; strong leadership and team building; clear communication and definition of responsibility; and a focus on quality and design excellence.

**Describe any significant or unique awards received or accomplishments in previous, similar projects received by the prime consultant and/or any subcontractors (Team), or by individuals within the Team.**

Please see enclosed List of Awards.

**1. TIVOLI THEATRE AND CENTER**

Nick Wilkinson

nick@TivoliChattanooga.com

399 McCallie Avenue

Chattanooga, TN 37402

423.432.1888

2019 - Ongoing

Master plan and design for the historic Theatre including an addition, restoration, renovation, and a restaurant and rooftop lounge at the adjacent commercial block.

**2. CIVIC THEATRE OF ALLENTOWN**

William Sanders

wm@civictheatre.com

527 N 19th Street

Allentown, PA 18104

917.566.4827

2014 - 2023

Master plan and phased program of restoration, renovation, and expansion of early 20th century theater. Preparation of National Register of Historic Places Nomination.

**3. EICHELBERGER PERFORMING ARTS CENTER**

David Adler

dadler@theeich.org

195 Stock Street, Suite 203

Hanover, PA 17331

O: 717.632.9356

C: 410.340.0420

2022 - 2023

Renovations to historic theater including more efficient seating layout with improved balcony sightlines.

**4. NEWTOWN THEATER**

Andrew Smith

andy@thenewtowntheatre.com

120 N State Street

Newtown, PA 18940

267.884.6329

2017 - 2021

Master plan, feasibility study, and renovation to reconfigure the main Auditorium floor, a new accessible toilet room and seating on the main level, and auditorium paint and plaster repair and restoration.

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Michael R. Schnoering, FAIA</b>	13. ROLE IN THIS CONTRACT Partner in Charge/Lead Designer	14. YEARS EXPERIENCE	
		a. Total <b>36</b>	b. With Current Firm <b>14</b>

15. FIRM NAME AND LOCATION *(City and State)*  
Mills + Schnoering Architects, LLC, Princeton, NJ

16. EDUCATION *(Degree and Specialization)*

B.Arch., New Jersey Institute of Technology

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Registered Architect: CO, CT, DC, MD, MO, NJ, NY, NV, PA, VT, WI, WV, TN, TX, FL; NCARB Certified

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Michael Schnoering is the firm's Managing Partner and its lead designer. Mr. Schnoering is a national leader in performing arts project planning and design and was elevated to Fellowship in the American Institute of Architects for his contributions to cultural project design and professional practice. He has spoken and written widely on planning for cultural projects, design challenges, and accessibility in existing buildings. He is a past member of the board of the League of Historic American Theaters, and currently service on the board of the NJ Theatre Alliance (NJTA) and is a member of NJTA's Cultural Access Network Project.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
<b>Wheeler Opera House</b> <i>Aspen, CO</i>		PROFESSIONAL SERVICES 2007-2023	CONSTRUCTION <i>(if applicable)</i> 2013; 2020; 2023
a.	<p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Mr. Schnoering served as Partner in Charge for the exterior restoration, infrastructure upgrades, and site access improvements to the historic Wheeler Opera House, working with the City of Aspen (owner), CMA, CMc, and design team to design and construct the project on an expedited and phased schedule to accommodate weather and high-volume visitor seasons. Prior to these projects, Mr. Schnoering led the design and reconstruction of the Opera House balcony, which incorporated state of the art audio-visual and lighting systems.</p>		
<b>The Tivoli Theatre</b> <i>Chattanooga, TN</i>		PROFESSIONAL SERVICES 2018-ongoing	CONSTRUCTION <i>(if applicable)</i> Ongoing
b.	<p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Mr. Schnoering is currently service as Partner in Charge and lead designer for the 65,000 SF renovation and restoration of the historic 1921 downtown theatre building and adaptive use of the adjacent 66,000 SF four-story 1880s Tivoli Center. Renovations include new bar/concessions; a new donor lounge; and accessibility upgrades (new elevators, seating, and restrooms). Performance spaces and backstage areas will be renovated and re-designed, new projection and lighting systems will be installed, and community spaces including a new cinema with seating for 250, classrooms, restaurant, and rooftop lounge will enliven the new arts center.</p>		
<b>Paepcke Memorial Building, The Aspen Institute</b> <i>Aspen, CO</i>		PROFESSIONAL SERVICES 2007-2010	CONSTRUCTION <i>(if applicable)</i> 2010
c.	<p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>Mr. Schnoering served as the Partner in Charge for LEED Silver criteria renovations and additions to the 18,000 sf performance/lecture venue. The project included renovations to all public-facing and administrative spaces. New building systems were installed with ductwork routed unobtrusively between the existing and new roof and plenum structures. Two small additions at the rear of the auditorium increased seating capacity and accessible circulation.</p>		
<b>Civic Theatre of Allentown</b> <i>Allentown, PA</i>		PROFESSIONAL SERVICES 2013-2018	CONSTRUCTION <i>(if applicable)</i> 2018
d.	<p>(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm</p> <p>The 1928 Civic Theatre, a 484-seat venue and centerpiece of Allentown's West End Theatre District, screens first-run films, hosts locally produced live theatrical productions, and supports a robust educational program. Theatre514, located across the street, contains a small screening and rehearsal room. Mr. Schnoering served as Partner in Charge for the renovation of Theatre514 to upgrade finishes and lighting and expand seating to accommodate 99 patrons. A renovation and restoration of the historic Civic Theatre followed, and the first two phases of a multi-part project have been completed. Work included upgrades to building infrastructure and renovation of the box office, lobby, and auditorium; installation of new auditorium seating; restoration of historic finishes; the design of new and upgraded theatrical systems; accessibility improvements; and the creation of new concession areas.</p>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Robert Forwood, AIA, LEED AP</b>	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. Total 28	b. With Current Firm 9

15. FIRM NAME AND LOCATON *(City and State)*  
Mills + Schnoering Architects, LLC, Princeton, NJ

16. EDUCATION *(Degree and Specialization)*  
Bachelor of Environmental Design (B.EnvD), Miami University

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*  
Registered Architect: NY  
LEED AP Accredited Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Robert Forwood is an experienced designer and project manager with a background in renovation and new construction. He manages a range of civic, institutional, and cultural projects through all phases of design and construction. Mr. Forwood is a licensed Architect and a LEED Accredited Professional.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
a.	<b>The Tivoli Theatre</b> <i>Chattanooga, TN</i>	PROFESSIONAL SERVICES 2018-ongoing	CONSTRUCTION <i>(if applicable)</i> ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mr. Forwood is currently serving as Project Manager for the 65,000 SF renovation and restoration of the historic 1921 downtown theater building and adaptive use of the adjacent 66,000 SF four-story 1880s Tivoli Center. Renovations will incorporate ideas developed in an initial master plan developed by M+Sa including new bar/concessions throughout; a new donor lounge; and accessibility upgrades. Performance spaces and backstage areas will be renovated and re-designed, new projection and lighting systems will be installed, and community spaces including a new cinema with seating for 250, classrooms, restaurant, and rooftop lounge will enliven the new arts center.		
b.	<b>Civic Theatre of Allentown</b> <i>Allentown, PA</i>	PROFESSIONAL SERVICES 2013-2018	CONSTRUCTION <i>(if applicable)</i> 2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Civic Theatre was constructed in 1928 as a 1000-seat movie house. Now a 484-seat venue and centerpiece of Allentown’s West End Theatre District, it screens first-run films, hosts locally produced live theatrical productions, and supports a robust educational program. Mr. Forwood served as Project Manager for the full renovation, restoration, and expansion of the historic Civic Theatre complex, which included upgrades to building infrastructure and renovation of the box office, lobby, and auditorium; installation of new auditorium seating; restoration of historic finishes; the design of new and upgraded theatrical systems; accessibility improvements; and the creation of new concession areas.		
c.	<b>Center for Creativity at the Rialto</b> <i>Westfield, NJ</i>	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(if applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The 1922 Rialto Theater occupies a prominent downtown location. The Rialto closed in 2019; M+Sa was hired to work with The Center for Creativity to develop a plan for its reuse. Mr. Forwood served as the Project Manager for the effort. M+Sa’s concept design calls for a multi-purpose event space capable of hosting live performance with a seating capacity of approximately 250 people or more; a new accessible lobby with a repurposed retail space; gallery space for the display of artwork; and a multi-functional coffee bar/concessions/patron lounge. Original second floor office spaces will accommodate art and music classrooms, as well as small lectures and film screenings. A new dance studio is designed as part of a new second floor structure within the volume of the original auditorium.		
d.	<b>Ripley Auditorium (Smithsonian Institution)</b> <i>Washington, DC</i>	PROFESSIONAL SERVICES 2024-ongoing	CONSTRUCTION <i>(if applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Ripley Lecture Hall is a self-contained suite of underground spaces that hosts numerous public programs. M+Sa was engaged to assist in designing renovations for the Ripley Lecture Hall and its adjacent support spaces; Mr. Forwood is serving as Project Manager and Designer. The primary objectives are to enhance the user experience for presenters, in-person attendees and virtual participants. The scope includes upgrading the technical capabilities of the audiovisual systems, lighting and acoustics in the lecture hall, increasing the audience capacity, improving architectural finishes, integrating accessibility features for patrons, performers, and lecturers, and integrating new support functions to enhance the presenter’s experience.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Amy Mladjen, IIDA, NCIDQ</b>	13. ROLE IN THIS CONTRACT Interior Designer	14. YEARS EXPERIENCE	
		a. Total 19	b. With Current Firm 9

15. FIRM NAME AND LOCATION *(City and State)*  
Mills + Schnoering Architects, LLC, Princeton, NJ

16. EDUCATION <i>(Degree and Specialization)</i> BFA, Commercial Interior Design, Arcadia University; Study Abroad, Retail Interior Design, Accademia Italiana, Florence, Italy; History & Theory of Historic Preservation, Bucks County (PA) Community College	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Interior Designer: FL, NJ NCIDQ Certified
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Ms. Mladjen is an experienced interior designer and space planner. She leads the firm's interior design practice and guides the treatment of interior architecture for many civic and cultural projects. She works with federal facility design standards including those of the National Park Service and the NPS Harpers Ferry Center for Interpretive Media. She is committed to solutions that are beautiful, functional, and best serve end users. Ms. Mladjen is a member of the International Interior Design Association and is an NCIDQ Certified Interior Designer.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	<b>The Tivoli Theatre</b> <i>Chattanooga, TN</i>	2018-ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Ms. Mladjen serves as Interior Designer for the renovation of the historic 1921 theater building and adjacent four-story 1880s Tivoli Center. Current renovations at the two buildings include new bar/concessions throughout; a donor lounge; and accessibility upgrades (new elevators, seating, and restrooms). Performance spaces and backstage areas are being refreshed, and new community spaces including a cinema, classrooms, restaurant, and rooftop lounge will enliven the new arts center.		
b.	<b>Civic Theatre of Allentown</b> <i>Allentown, PA</i>	2013-18	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Civic Theatre(1928) is now a 484-seat venue and centerpiece of Allentown's West End Theatre District. It screens first-run films, hosts locally produced live theatrical productions, and supports a robust educational program. Ms. Mladjen worked with a team on the Master Plan for the full renovation, restoration, and expansion of the historic complex and served as Interior Designer for the renovation of the box office, lobby, and auditorium; installation of new auditorium seating; restoration of historic finishes; the design of new and upgraded theatrical systems; accessibility improvements; and the creation of new concession areas.		
c.	<b>Newtown Theatre</b> <i>Newtown, PA</i>		
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The 343-seat Newtown Theatre was constructed in 1883 as Newtown Hall, a non-denominational place of worship and community space. Ms. Mladjen recently served as Interior Designer for the renovations to provide an improved patron experience and access. The project included the reconfiguration of the main Auditorium floor, creation of a new accessible entry porch and accessible toilet room on the main level, new seating, auditorium paint/plaster repair and restoration, and a fully automatic fire protection system.		
d.	<b>The Embassy Theatre</b> <i>Fort Wayne, IN</i>	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Embassy Theatre engaged Mills + Schnoering Architects to better understand where accessible access can and should be improved to provide accommodations for building users and visitors in public and back-of-house spaces. Ms. Mladjen served as Interior Designer and Project Manager for the site survey and recommendations report. Concepts for barrier removal, such as accessible restrooms, seating, and vertical stage access were developed, and budget estimates for each use group were established. The resulting report provides a roadmap for phased implementation of accessible features as either standalone projects or as part of a larger construction campaign.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  Sarah Ryan - Owner	13. ROLE IN THIS CONTRACT  Architect	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION (*City and State*)  
Sarah Ryan Architect, LLC St Augustine FL

16. EDUCATION ( <i>DEGREE AND SPECIALIZATION</i> ) Bachelor of Architecture / 2003 / Virginia Tech Master of Architecture / 2004 / Virginia Tech	17. CURRENT PROFESSIONAL REGISTRATION ( <i>STATE AND DISCIPLINE</i> ) Registered Professional Architect: Florida, Virginia
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18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)  
Sarah Ryan has more than 20 years of architecture experience specializing in unique buildings and challenging sites to bring a fresh and creative vision to each project. Her strengths include working with the community and stakeholders to create a responsive design for the users and site. This includes St Augustine projects such as renovations at the Lightner museum, historic First Baptist Church renovations and a continuing services contract with the City of St Augustine.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION ( <i>City and State</i> )	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION ( <i>If applicable</i> )
<b>a.</b>	Lightner Museum St Augustine FL	2021 - ongoing	2022 - ongoing
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Complete renovation documentation for this National Register Landmark Museum in the heart of St. Augustine. Restoration and modernization including ADA compliant stairs, glass railings and bridges, systems, toilets, finishes, and all aspects of interior renovation of historic coquina concrete structure.		
<b>b.</b>	First Baptist Church of St. Augustine Renovations Phase 1 & 2 St. Augustine, FL	2020 - 2024	2022 - 2024
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Historic 1915 church renovations. Complete renovations including window restoration, new MEP, new roof, and elevator addition.		
<b>c.</b>	City of St. Augustine Drop In Center St. Augustine, FL	2023 - ongoing	2023 - ongoing
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm New Construction. Community space for helping homeless with daily services, meals, healthcare and a safe space to retreat during the day. The new construction project is a series of modern pavilions under a live oak hammock with a campus feel and exterior entry to spaces.		
<b>d.</b>	Historic Beach Hotel St. Augustine, FL	2022 - ongoing	2022-ongoing
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Historic 1940 coquina clad structure is on the National Register of Historic Places for its importance in the national civil rights movement of the 1960s. The first floor is a dance studio and art space. The second floor is renovated for additional art studios. Our scope included renovations to the second floor into art studios, a new elevator addition, new roof, new second floor windows, new canopy and addressing waterproofing issues.		
<b>e.</b>	City of St. Augustine Continuing Service Contract St. Augustine, FL	2022 - ongoing	
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Awarded a continuing services contract in 2022, Sarah Ryan Architect has been work with the City of St Augustine on 10 projects including historic renovations at the Pena Peck House, City Hall, multiple historic churches and new construction including a homeless drop in center, new marina structure and archaeology building.		

**STANDARD FORM 330**

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  Mark McConnel	13. ROLE IN THIS CONTRACT  Architect	14. YEARS EXPERIENCE	
		a. TOTAL 30+	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION (*City and State*)  
Sarah Ryan Architect, LLC St Augustine FL

16. EDUCATION ( <i>DEGREE AND SPECIALIZATION</i> ) Bachelor of Architecture / 1987 / UVA Master of Architecture / 1989 / MIT LEED accredited	17. CURRENT PROFESSIONAL REGISTRATION ( <i>STATE AND DISCIPLINE</i> ) Registered Professional Architect: Virginia, West Virginia, North Carolina, Tennessee. Class A General Contractor Lic. 2705158022
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18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)  
Mark McConnel brings over 30 years of experience in historic preservation / adaptive reuse, advanced sustainable building design and construction documents including several award-winning architectural projects. His professional experience includes:

- Historic preservation grant-funded projects
- Working with the Secretary of Interiors Standards for Historic Preservation
- Schematic Design / Design Development / contractor selection assistance
- Construction Document preparation
- Contractor selection
- Permitting and bidding assistance
- Contract negotiation
- Construction Administration

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION ( <i>City and State</i> )	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION ( <i>If applicable</i> )
a.	Lightner Museum St Augustine FL	2021 - ongoing	2022 - ongoing
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Complete renovation documentation for this National Register Landmark Museum in the heart of St. Augustine. Restoration and modernization including ADA compliant stairs, glass railings and bridges, systems, toilets, finishes, and all aspects of interior renovation of historic coquina concrete structure.		
b.	First Baptist Church of St. Augustine Renovations Phase 1 & 2 St. Augustine, FL	2020 - 2024	2022 - 2024
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Historic 1915 church renovations. Complete renovations including window restoration, new MEP, new roof, and elevator addition.		
c.	Calvary Baptist Church Roanoke, Virginia	2022 - ongoing	ongoing
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Complete architecture, engineering, construction administration, and historic rehabilitation direction on the rehabilitation of a \$33 million church into a multi-use complex. Architect		
d.	Masonic Temple / YMCA / American Legion Post Newburgh, New York	2023 - ongoing	CONSTRUCTION ( <i>If applicable</i> )
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Conversion into a conference center and hotel of three adjacent and now connected historic buildings. Directed design and compliance with Secretary of the Interior Standards. Design and preservation consultant		
e.	Centralia Fox Theater Centralia, Washington	2019	2020
	(3) BRIEF DESCRIPTION ( <i>Brief scope size, cost, etc.</i> ) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Complete electronic documentation, HTC compliance and submission of applications to the National Park Service Design and preservation consultant.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  Lane R. Hinkle, P.E. - President	13. ROLE IN THIS CONTRACT  Mechanical Engineer of Record	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 25

15. FIRM NAME AND LOCATION (City and State)  
Powell & Hinkle Engineering, P.A. Orange Park, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / 1988 / Electrical Engineering Masters of Science / 1991 / Electrical Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Professional Engineer: Florida PE48076
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Hinkle has over 30 years of experience in the field of mechanical and electrical engineering. Since joining Powell & Hinkle Engineering, Mr. Hinkle has been responsible for the design for a broad array of projects and is currently responsible for all mechanical engineering projects. His system design experience includes HVAC, plumbing, fire protection, process piping, thermal and vacuum processing equipment, high density computer room design, clean room design, chilled water, hot water, steam, compressed air, gas transfer systems and building automation system design. This experience includes new construction and renovations in both design bid and design build project teams.

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) Putnam County School District Pre-K to 6th School "A" Palatka, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023 - 2024	CONSTRUCTION (If applicable) 2024 - 2025
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mechanical engineering and design for the new single story, 170,000sf public school set to serve approximately 1,000 students. HVAC systems designed for classrooms, common space, gymnasium, cafeteria, and office. Role: Mechanical Engineer of Record; Project Cost: Approx \$60M		
b.	(1) TITLE AND LOCATION (City and State) St. Johns Classical Academy Addition (K-12) Fleming Island, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2021
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mechanical systems design for the public charter school expansion. Approximate 10,340sf new 2-story classroom addition and approximately 1,650sf of demolitions and remodel in the existing building for restroom remodel and corridor enhancements. Role: Mechanical Engineer of Record; Project Cost: \$7.4M		
c.	(1) TITLE AND LOCATION (City and State) CCDS - Orange Park High School Office Renovation Orange Park, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mechanical engineering and design for the campus administration offices and school entrance renovation. HVAC systems were replaced and reconfigured for the new floor plan including new package rooftop VAV units and split system for the IT Room. Role: Mechanical Engineer of Record; Project Cost: Approx \$1M		
d.	(1) TITLE AND LOCATION (City and State) CCDS - Ridgeview High School Restroom Renovations Orange Park, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mechanical engineering and design for the existing restrooms of Building 5, 6, and 7. Renovations include the replacement of plumbing fixtures, replacement of light fixtures, select replacement of mechanical devices, replacement of toilet partitions and accessories Role: Mechanical Engineer of Record; Project Cost: \$400,000		
e.	(1) TITLE AND LOCATION (City and State) DCPS – Mechanical & Electrical Engineering Services Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017 - 2019	CONSTRUCTION (If applicable) 2017 -2019
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm MEPFP design services for renovations and upgrades to the county wide school facilities as a subcontractor member to an Architectural/Engineering Continuing Contract Services Holder. Projects included: Central AHU Replacement Project # M-83660 at Andrew A. Robinson Elementary No.262, Student Dining and Courtyard Renovations at Kirby-Smith Middle School No. 25, Outside Air Unit Replacement at Tolbert Elementary School No. 3128, Locker Rooms Remodeling at Douglas Anderson School of the Arts #107, Chilled Water Plant Renovation DCPS Administration Building No. 7001. Role: Engineer of Record, Project Cost: \$1M - \$2M		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  Robert L. Hinkle, P.E. Principal Engineer	13. ROLE IN THIS CONTRACT  Plumbing, Fire Protection	14. YEARS EXPERIENCE	
		a. TOTAL 51	b. WITH CURRENT FIRM 38

15. FIRM NAME AND LOCATION (City and State)  
Powell and Hinkle Engineering, P.A. Orange Park, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Chemical Engineering, 1965 M.S. Engineering Science, 1970	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer: Florida PE29302
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
With over 45 years of engineering experience, Robert Hinkle has become proficient in the fields of mechanical and fire protection engineering. Mr. Hinkle has been and is currently in charge of all fire protection engineering projects and assigned mechanical engineering projects. His system design experience includes HVAC; plumbing; fire protection; process piping; chilled water; hot water; steam; compressed air; gas; and building automation systems. In maintaining his PE License(s) in various states he has successfully completed numerous continuing education courses in focusing on sprinkler systems, gaseous fire suppression systems, smoke control systems and HVAC systems design. Mr. Hinkle continues to be at the forefront of the AEC industry and strives to bring innovations and solutions to the design process.

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) Putnam County School District Pre-K to 6th School "A" Palatka, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023 -2024	CONSTRUCTION (If applicable) 2024 - 2025
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mechanical engineering and design for the new single story, 170,000sf public school set to serve approximately 1,000 students. Plumbing and fire protection systems designed for classrooms, common space, gymnasium, cafeteria, and office. Role: Plumbing and Fire Protection Engineer; Project Cost: Approx \$60M		
b.	(1) TITLE AND LOCATION (City and State) St. Johns Classical Academy Addition (K-12) Fleming Island, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2021
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Plumbing system designs for the public charter school expansion. Approximate 10,340sf new 2-story classroom addition and approximately 1,650sf of demolitions and remodel in the existing building for restroom remodel and corridor enhancements. Role: Plumbing and Fire Protection Engineer; Project Cost: \$7.4M		
c.	(1) TITLE AND LOCATION (City and State) The Bolles School San Jose Campus - Bolles Hall 2nd Floor Renovations Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2021
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided MEP systems evaluation and design for the 2nd Floor Renovations that include classroom to dormitory conversions with bathrooms. HVAC systems included the addition of an Outside Air Unit Supply to better enhance the 1st floor dining/kitchen areas along with 2nd & 3rd floor HVAC reconfigurations. Role: Mechanical Engineer, Project Cost \$10M		
d.	(1) TITLE AND LOCATION (City and State) The Bolles School San Jose Campus – Schultz Hall Renovation Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2024
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided MEP systems evaluation and design for the both interior and exterior renovation to enhance classroom spaces and corridors for the Science and English Department. Exterior building and roof renovations also completed. Role: Project Manager & Principal Engineer; Project Cost \$NA		
e.	(1) TITLE AND LOCATION (City and State) Pineapple Cove Classical Academy- Phase I & II (K-8) West Melbourne, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm New building design and facility renovations for the charter school. The two-story addition's first floor includes classrooms, cafeteria with stage, and a warming kitchen, a 16,500sf gymnasium with toilet and locker rooms. The second floor contains approximately 10,000sf of classrooms. Role: Principal Engineer; Project Cost \$9.4M		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

12. NAME  Tom Elder, P.E. Vice President	13. ROLE IN THIS CONTRACT  Electrical Engineer of Record	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 29

15. FIRM NAME AND LOCATION (City and State)  
Powell & Hinkle Engineering, P.A. Orange Park, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)  University of Florida – B.S. Electrical Engineering /1994	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)  Professional Engineer: Florida PE56121
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Elder has over 30 years of experience in the field of electrical engineering and construction. Prior to joining Powell & Hinkle Engineering, Mr. Elder worked as a Journeyman Electrician and has experience in both industrial and commercial electrical systems installations. Mr. Elder has been responsible for the design for a broad array of projects and is currently responsible for all electrical engineering projects at P&H. His experience includes lighting analysis, point-by-point photometric plans, power system distribution, emergency power generation, UPS systems, low voltage network cabling and fire alarm system design Mr. Elder’s hands-on experience coupled with his education and design experience make him a highly effective design engineer with a practical and cost-effective outlook.

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION (City and State) Putnam County School District Pre-K to 6th School “A” Palatka, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023 - 2024	CONSTRUCTION (If applicable) 2024 - 2025

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
Electrical engineering and design for the new single story, 170,000sf public school set to serve approximately 1,000 students. Electrical lighting and power systems designed for classrooms, common space, gymnasium, cafeteria, and office. Role: Electrical Engineer of Record; Project Cost: Approx \$60M

b. (1) TITLE AND LOCATION (City and State) St. Johns Classical Academy Addition (K-12) Fleming Island, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2021

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
Electrical systems design for the public charter school expansion. Approximate 10,340sf new 2-story classroom addition and approximately 1,650sf of demolitions and remodel in the existing building for restroom remodel and corridor enhancements. Role: Electrical Engineer of Record; Project Cost: \$7.4M

c. (1) TITLE AND LOCATION (City and State) Pineapple Cove Classical Academy- Phase I & II (K-8) West Melbourne, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
New building design and facility renovations for the charter school. The two-story addition’s first floor includes classrooms, cafeteria with stage, and a warming kitchen, a 16,500sf gymnasium with toilet and locker rooms. The second floor contains approximately 10,000sf of classrooms. Role: Electrical Engineer of Record; Project Cost \$9.4M

d. (1) TITLE AND LOCATION (City and State) CCDS - Orange Park High School Office Renovation Orange Park, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
Electrical engineering for the campus administration offices and school entrance renovation. Electrical systems were replaced and reconfigured for the new floor plan. Role: Electrical Engineer of Record; Project Cost: Approx \$1M

e. (1) TITLE AND LOCATION (City and State) CCDS - Ridgeview High School Restroom Renovations Orange Park, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022

(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  
Electrical engineering and design provided for the existing restrooms of Building 5, 6, and 7. Renovations include the replacement of plumbing fixtures, replacement of light fixtures, select replacement of mechanical devices, replacement of toilet partitions and restroom accessories Role: Electrical Engineer of Record; Project Cost: \$400,000

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Jude T. Kostage, P.E.	13. ROLE IN THIS CONTRACT  Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 31
15. FIRM NAME AND LOCATION <i>(City and State)</i> Atlantic Engineering Services; Jacksonville, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> B.S. in Architectural Engineering; University of Wyoming M.S. in Civil Engineering; University of Wyoming		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, FL (53931) Special Inspector, FL (2051)	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> American Institute of Steel Construction (AISC), American Concrete Institute (ACI), The Florida Lighthouse Association (Florida Coast First Chapter)			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
University of North Florida Student Union Jacksonville, Florida	2006	2009
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> The LEED Gold-certified UNF Student Union spans 157,000 square feet across two three-story buildings linked by an elevated walkway. It features offices, meeting rooms, dining areas, and a theater. The composite steel structure has a metal deck roof, precast or cast-in-place concrete shear walls, and a curtain wall precast panel exterior. <b>Construction cost: \$50,000,000</b>		
Historic Five Points Theatre - Structural Assessment Jacksonville, Florida	2024	N/A
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Conducted a visual inspection of the alleyway bracing and damaged brick encasement at the Historic Five Points Theatre in Jacksonville, Florida. Also reviewed the roof framing for two new rooftop mechanical units. Evaluation and <b>Report cost: \$1,500</b>		
Amphitheater Inspection - Hurricane Irma St Augustine, Florida	2017	N/A
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> The project involved a visual condition survey of the St. Augustine Amphitheater to assess structural damage from Hurricane Irma, focusing on the stage roof and tensioned roof structure over the seating. <b>Survey and Report cost: \$2,750</b>		
Five Point Theatre - Tenant Fit-out Jacksonville, FL	2024	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Structural modifications for the Five Points Theatre tenant fit-out include framing for rooftop units, an 8'x8' wall opening, and a loading dock extension. The stage will be rebuilt to support a 150 PSF live load, extended into the auditorium, and raised to match the kitchen elevation. Additional upgrades include new rigging tower foundations and a mezzanine expansion with steel beams, a concrete deck, and new columns. <b>Construction cost: 1,200,000.</b>		
EverBank Stadium/Daily's Place Amphitheater - Threshold Inspections Jacksonville, FL	2016	2017
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> The project was a new stage and covered flex field, multi-level bleachers, and support buildings. The flex field cover is a complex steel space frame structure. The bleachers are concrete framed with interior masonry walls on the first level. The stage is a concrete/masonry structure and support buildings are steel and masonry. <b>Construction: \$59,000,000</b>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Jody Kovalick	13. ROLE IN THIS CONTRACT  Theatre Consultant	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 21

15. FIRM NAME AND LOCATION *(City and State)*  
Schuler Shook - New York, NY

16. EDUCATION <i>(Degree and Specialization)</i>  MFA - Yale School of Drama BFA - Pennsylvania State University	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  N/A
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
American Society of Theatre Consultants: U.S. Institute for Theatre Technology

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
The Wisconsin Union Theatre and the Frederic March Play Circle, Madison, WI	2013	2014
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre Consulting and architectural lighting design for an extensive renovation of Neidorff-Karpati Hall at the Historic Manhattan School of Music. The 670-seat venue included many changes and upgrades.		
Cultural Center at Ocean Reef Club, Key Largo, FL	2022	2023
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The renovation of the 300-seat theatre provided refreshed finishes, improved technical systems, LED technologies and new infrastructure to accommodate production systems, as well as back of house and front of house needs.		
University of Mary Washington, Fredericksburg, VA	2006	2008
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre consulting and architectural lighting services for the renovation of Klein Theatre, a 233-seat proscenium stage venue, Studio 115, a 40-seat studio theatre; and Dodd Auditorium, a 1,200-seat venue. Cost was \$3.5 million.		
Paramount Theatre, Cedar Rapids, IA	2010	2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre planning and architectural lighting design for the renovation and expansion of a historic theatre. The \$34.7 million renovation included an expanded stage house, additional rigging, theatrical lighting upgrades, modern audience seating, a new orchestra shell and orchestra lift, and historically accurate and energy efficient lighting.		
American Players Theatre, Touchstone Theatre, Spring Green, WI	2008	2009
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre consulting, planning and equipment design for a 200-seat flexible theatre. The theatre combines elements of an experimental theatre with those of a thrust stage with superior sightlines, state of the art lighting and dimming system, modern dressing rooms, modern scene shop and rehearsal space.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Paul Whitaker	13. ROLE IN THIS CONTRACT  Theatre Consultant/Architectural Lighting	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION <i>(City and State)</i> Schuler Shook - Minneapolis, MN			
16. EDUCATION <i>(Degree and Specialization)</i> MFA - Yale School of Drama BA - Macalester College		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> N/A	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
American Society of Theatre Consultants: U.S. Institute for Theatre Technology

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Manhattan School of Music, New York, NY	2016	2018
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre Consulting and architectural lighting design for an extensive renovation of the historic Union Theatre, Play Circle Theater, and sections of the Memorial Union building. This improved accessibility, upgraded infrastructure and equipment, and created sustainability throughout the complex. Cost was \$72 million.		
Emerson Colonial Theatre, Boston, MA	2016	2018
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Renovation of a historic 1900 proscenium theatre for local theatre, concerts, and pre-Broadway productions. Renovation of the orchestra seating provided better sightlines, accessibility, and technical accommodations in the hall. All dressing rooms were replaced and stage areas maximized for flexibility and back of house support.		
Luminary Arts Center	2020	2022
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre planning and lighting design services, including a feasibility study. An extensive renovation reoriented the theatre to improve performer stage access and increase backstage space and storage. A tension wire grid replaced the pipe grid to improve access. A new seating platform system provides code compliant seating. Cost was \$6 million.		
Pablo Center at the Confluence, Eau Claire, WI	2016	2018
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre consulting and architectural lighting design for a 1,200-seat proscenium theatre, a flexible 400-seat venue, a rehearsal space, art gallery, recording studio, production areas, and public spaces. The 130,000 square foot facility is used by the community, University of Wisconsin, and the Eau Claire Regional Theatre. Cost was \$45 million.		
Palace Theatre, St. Paul, MN	2015	2017
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Theatre consulting and architectural lighting design for a historic theatre that was once a 1916 vaudeville house that was closed for 30 years. The facility was updated with technically savvy equipment that accommodates the needs of live productions. Cost was \$15 million.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Sten Severson	13. ROLE IN THIS CONTRACT  Audio Video Consultant	14. YEARS EXPERIENCE	
		a. TOTAL 12	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> Schuler Shook - New York, NY			
16. EDUCATION <i>(Degree and Specialization)</i>  BS - Gustavus Adolphus College - Major in Theatre, Minor in Music		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Marina Conference Center, Luanda, Angola	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Audio, video, and conferencing systems for a new facility designed to hold an African Union meeting including a large circular meeting hall, three thousand seat theatre, business center, and support areas.		
(1) TITLE AND LOCATION <i>(City and State)</i> Apollo High School Theatre Renovation, St. Cloud, Minnesota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> 2025
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Renovation of an early 1970s era theatre, completely replacing the existing audio video systems to meet modern standards for theatre production and teaching.		
(1) TITLE AND LOCATION <i>(City and State)</i> Tulsa Performing Arts Center Audio System Replacement, Tulsa, Oklahoma	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> 2025
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Complete replacement of performance speaker systems and mixing console systems in the 2,300 Chapman Music Hall as well as the mixing console systems in the 500 seat Williams Theatre.		
(1) TITLE AND LOCATION <i>(City and State)</i> Lafayette Theatre, Lafayette, Indiana	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Audio video systems for a gut renovated 500 seat theatre to present film, concerts, and musical theatre performances.		
(1) TITLE AND LOCATION <i>(City and State)</i> Walker West Music Academy, St. Paul, Minnesota	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2025
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Audio and Video systems for a music school renovating an existing building into multiple performance, practice, and instruction rooms.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME  David Greenberg	13. ROLE IN THIS CONTRACT  Acoustical Consultant	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION (City and State) Creative Acoustics, LLC, Las Cruces NM			
16. EDUCATION (Degree and Specialization) Pennsylvania State University M.S. in Acoustics Purdue University B.S. in Interdisciplinary Engineering Indiana University B.S. in Music with Minor in Physics		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Not Applicable	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Organizations - Acoustical Society of America, National Council of Acoustical Consultants, American Institute of Architects Select Awards - AIA Hampton Roads Honor Award, 2017; AIA Merit Award New Orleans Chapter, 2016			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Academy Center of the Arts Historic Renovation, Lynchburg VA	2018	2018
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>ACOUSTICS CONSULTANT</b> for complete restoration and renovation of the 1905 built 850-seat proscenium theatre. Project size is 100,000 SF. Project cost was \$30M. Noise and vibration control of mechanical and electrical systems was also included.		
Samford University Buchanan Hall Renovation, Homewood AL	2022	2022
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>ACOUSTICS CONSULTANT</b> for renovation of 26,000 SF music school building built in 1958. The project upgraded the building to include state-of-the-art acoustics studios, rehearsal rooms, practice rooms, labs, classrooms, and a recording suite. Noise and vibration control of mechanical and electrical systems was included. Cost was \$15M.		
Longwood University New Music Facilities, Farmville VA		
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>ACOUSTICS CONSULTANT</b> for new 61,000 SF music school and 500-seat concert hall. Project design phases are complete. Music school will include classrooms, rehearsal spaces, teaching studios, and practice rooms. Noise and vibration control of mechanical and electrical systems is included. Estimated cost is \$71M.		
Queens University Auditorium Renovation & Expansion, Charlotte NC	2019	2019
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>ACOUSTICS CONSULTANT</b> for the Gambrell Center which renovated a 1966 performing arts building. The renovation and addition of the 63,000 SF venue included a 1000-seat auditorium, recital hall, rehearsal spaces, teaching studios, and practice rooms. Noise and vibration control of mechanical and electrical systems was included. Cost was \$23M.		
Randolph-Macon College Blackwell Theatre Renovation, Ashland VA	2022	2022
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>ACOUSTICS CONSULTANT</b> for upgrades to 650-seat auditorium built in 1952 and addition of new 19,200 SF building with flex theatre, rehearsal rooms, and teaching studios. Noise and vibration control for mechanical and electrical systems was provided. Cost was \$13M.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Daniel de Arostegui	13. ROLE IN THIS CONTRACT  Director	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION *(City and State)*  
Dharam Consulting LLC

16. EDUCATION <i>(Degree and Specialization)</i> BBSc (Hons), Geography & Geomatics, University of Newcastle Upon Tyne, UK	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Dan excels in team management and project oversight, guiding initiatives from their inception to successful completion. His skill set encompasses early-phase cost modeling, cost planning, and comprehensive cost management throughout all stages of construction projects.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Charlotte Theater Renovation Charlotte, NC	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> N/A

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
Restoration the long-vacant Carolina Theatre to its original grandeur and create a vital civic engagement space. The team is committed to maintaining the historical design, recreating the murals in the 1927 style and restoring the original façade and decorative plaster and moldings.

(1) TITLE AND LOCATION <i>(City and State)</i> Adrienne Arsht Center for Performing Arts Miami, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> N/A

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project is a renovation of the Art Deco Sears Tower, the construction of two new buildings (the 2,400-seat Sanford and Dolores Ziff Ballet Opera House with a 200-seat flexible space Studio theater and the 2,200-seat Carnival Concert Hall), and a 57,00 SF Plaza for the Arts.

(1) TITLE AND LOCATION <i>(City and State)</i> National Medal of Honor Museum Arlington, TX	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> N/A

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
A new 130,000 GSF facility, the Exhibition Hall is supported by five concrete mega columns, each representing a branch of the U.S. Armed Forces. The Museum complex features a sunken, open courtyard, the Rotunda of Honor, a space that functions as the main entrance point into the facility and a public space for gathering prior to entering the Museum.

(1) TITLE AND LOCATION <i>(City and State)</i> University of Tennessee Southern - Building Envelope Repairs Pulaski, TN	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> N/A

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
This project is exterior envelope renovations of the historical Colonial Hall and the Gault Fine Arts Building. The comprehensive work spanned the entire building envelope, from the protective roof down to foundational repairs and architectural restorations.

(1) TITLE AND LOCATION <i>(City and State)</i> Aurora Library & Cultural Services Facilities Master Plan Aurora, CO	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES In Progress	CONSTRUCTION <i>(If applicable)</i> N/A

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm  
A cultural services facilities master plan to guide facility and capital planning at various facilities including Aurora Fox Arts Center/Theatre, Aurora History Museum, Bicentennial Art Center and the Meadowood Recreation Center.

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Anthony Lizzi	13. ROLE IN THIS CONTRACT  Senior Associate	14. YEARS EXPERIENCE	
		a. TOTAL  24	b. WITH CURRENT FIRM  12

15. FIRM NAME AND LOCATION *(City and State)*  
Dharam Consulting LLC

16. EDUCATION <i>(Degree and Specialization)</i>  Bachelor's Degree in Mechanical Engineering Ryerson University, Toronto, Canada	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
With over 24 years of experience, Anthony is an established cost advisor who has been involved in all stages of pre-construction. He is adept at leading teams and working alongside owners, architects, construction managers, planners and engineers to ensure that the owner's expectations have been met and are reflected in the program and budget.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Vineyard Theatre Renovation New York, NY	2022	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. This project is a renovation with upgrades to the lobby & public entrance space, theatre support spaces, technical infrastructure & equipment, and acoustic performance, all while enhancing the theatre's space and flexibility to create an artistic home for daring artists, and to nurture their unique voices. Role: Sr. Estimator; Cost: \$9.8M; Size:12,866 SF		
The Chocolate Factory Theater Adaptive Reuse Long Island City, NY	2023	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. A renovation of a 7,500 SF single story warehouse building to include a performance space, community area, offices, dressing room and other support spaces. Role: Sr. Estimator; Cost: Confidential; Size: 7,500 SF		
Jacob's Pillow Dance Theatre Becket, MA	2022	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. This is a 17,692 SF, LEED Gold, state-of-the-art dance theatre and multi-use facility. The program includes a theatre, workshop, foyer, dressing and green rooms, and support spaces. The building envelope is charred wood cladding and has an operable external wall system to open for outdoor events. Role: Sr. Estimator; Cost: \$26.6M; Size: 17,692 SF		
Lucille Lortel Theatre Building Renovation, New York, NY	2024	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Renovation of a 3-story 5,047 GSF building that will add a new elevator in the northeast portion of the building, a performance studio and rehearsal space on the 1st floor, office and artist work spaces on the 2nd and 3rd floors, and an expansion to the 3rd floor. Role: Sr. Estimator; Cost: Confidential; Size: 5,047 GSF		
The Shed New York, NY	2013	2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm e. A new 200,000 SF cultural and performance venue at the heart of the Hudson Yard development .Provided early phase business case capital cost advice, budget setting, and Concept Design to Construction Document, cost & risk, and value engineering support. Role: Sr. Estimator; Cost: \$475M; Size: 200K SF		

**FIRM AWARDS****MILLS + SCHNOERING ARCHITECTS, LLC***Princeton, New Jersey*

2020 Firm of the Year Award, American Institute of Architects (AIA), New Jersey Chapter

**PROJECT AWARDS****ALUMNI CENTER, RUTGERS UNIVERSITY - NEWARK***Newark, New Jersey*

2020 Preservation Achievement Award, New Jersey Historic Preservation Awards

**ASPEN COMMUNITY CHURCH***Aspen, Colorado*

2014 Elizabeth Paepcke Award, City of Aspen Historic Preservation Commission

**CARPENTERS' HALL***Philadelphia, Pennsylvania*

2024 Preservation Achievement Award, Preservation Alliance for Greater Philadelphia

2023 Best Historic Preservation Project, Construction Excellence Awards, General Building Contractors Association

**CIVIC THEATRE***Allentown, Pennsylvania*

2019 Construction Project Award in Rehabilitation, Preservation Pennsylvania

2019 Merit Award for Built Preservation, New Jersey AIA Design Awards

**CLARA BARTON APARTMENT***Washington, District of Columbia*

2015 District of Columbia Award for Excellence in Historic Preservation, DC Preservation League

2016 Honor Award in Preservation, General Services Administration Design Awards

2016 Historic Preservation Awards, New Jersey Historic Preservation Office

**HILL COLLEGE HOUSE, UNIVERSITY OF PENNSYLVANIA***Philadelphia, Pennsylvania*

2018 Award of Merit Renovation/Restoration, Engineering News-Record Mid Atlantic

2018 Merit Award, New Jersey AIA Design Awards

2018 Sustainability in Historic Preservation Award, Preservation Pennsylvania

2018 Grand Jury Award, Preservation Alliance for Greater Philadelphia

2018 Design Award of Excellence, Docomomo US Modernism in America Award

2018 Finish First Award (Sustainable/LEED category), Interior Finish Contractors Association

2017 Best Makeover, Curbed Philly

**LANSDOWNE THEATER***Lansdowne, Pennsylvania*

2016 Preservation Award, Outdoor Lobby Renovation, Heritage Commission of Delaware County

**LOUIS ARMSTRONG HOUSE***Queens, New York, NY*

2014 National Medal for Museum and Library Service

- MERCHANTS' EXCHANGE BUILDING  
*Philadelphia, Pennsylvania*
- 2015 Construction Project Award, Pennsylvania Historic Preservation Awards, Preservation Pennsylvania
- MERIDIAN HILL PARK  
*Washington, District of Columbia*
- 2023 D.C. Awards for Excellence in Historic Preservation, D.C. Preservation League
- NEWTOWN THEATRE  
*Newtown, Pennsylvania*
- 2022 Grand Jury Award, Preservation Alliance for Greater Philadelphia
- PEARL S. BUCK HOUSE  
*Perkasie, Pennsylvania*
- 2014 Preservation Achievement Award, Preservation Alliance for Greater Philadelphia
- PRESIDENT'S PARK FENCE  
*Washington, DC*
- 2014 Craftsmanship Award Winner, Washington Building Congress
- PRINCETON UNIVERSITY 2026 CAMPUS PLAN  
*Princeton, New Jersey*
- 2018 Merit Award, Planning for an Existing Campus, Society for College and University Planning Excellence Awards (team led by Urban Strategies Inc.)
- ROBERT N. C. NIX SR. FEDERAL BUILDING  
*Philadelphia, Pennsylvania*
- 2024 Pennsylvania Historic Preservation Award, Preservation Pennsylvania
- 2023 Preservation Achievement Award, Preservation Alliance for Greater Philadelphia
- 2023 Honorable Mention, Historic Preservation, Interior Design Awards  
American Society of Interior Designers, Pennsylvania East
- STATUE OF LIBERTY NATIONAL MONUMENT LIFE & SAFETY UPDATES  
*Liberty Island, New York*
- 2014 Gold Award, Building Design + Construction Awards
- STOUTSBURG SOURLAND AFRICAN AMERICAN MUSEUM  
*Skillman, New Jersey*
- 2023 Dr. Doris C. Carpenter Excellence Award, Historic Preservation Awards, New Jersey Historic Preservation Office
- THE LOUIS I. KAHN BATH HOUSE AND DAY CAMP PAVILIONS  
*Ewing, New Jersey*
- 2021 Conservation Through Activism Award, Rehabilitation Awards, Docomomo International Awards
- 2014 Design Citation of Merit, Docomomo US Modernism in America Award
- WHEELER OPERA HOUSE  
*Aspen, Colorado*
- 2023 Award for Outstanding Preservation Efforts, City of Aspen Historic Preservation Commission Awards
- 2023 Award for Excellence in Historic Preservation, Colorado Preservation Inc. Alpine Bank State Honor Award
- 2014 Honor Award, Historic Preservation, New Jersey AIA Design Award

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# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

2025-019

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME H.W. Keister Associates, Inc. DBA Atlantic Engineering Services of Jacksonville			3. YEAR ESTABLISHED 1973	4. UNIQUE ENTITY IDENTIFIER L6SNSQXMGJK1
2b. STREET 4141 Southpoint Drive East, Suite C			5. OWNERSHIP	
2c. CITY Jacksonville	2d. STATE FL	2e. ZIP CODE 32216	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Jude T. Kostage; Principal			b. SMALL BUSINESS STATUS Yes	
6b. TELEPHONE NUMBER 904.743.4633	6c. EMAIL ADDRESS j.kostage@aespj.com		7. NAME OF FIRM (If Block 2a is a Branch Office) SEC Holding Company DBA Atlantic Engineering Services	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	4	1	A06	Airport; Terminals and Hangars	1
08	CADD Technicians	8	2	A11	Auditoriums and Theaters	1
57	Structural Engineers	18	6	C06	Churches; Chapels	2
				C10	Commercial Building (Low Rise)	2
				D07	Dining Halls; Clubs; Restaurants	1
				E02	Educational Facilities; Classrooms	2
				F02	Field Houses; Gyms; Stadiums	1
				G01	Garages; Vehicle Maintenance	1
				H01	Harbors; Jetties; Piers; Ship Term	1
				H08	Historical Preservation	2
				H09	Hospital and Medical Facilities	1
				H10	Hotels; Motels	1
				H11	Housing (Residential, Apartments..	3
				I01	Industrial Buildings; Manufacturing	1
				J01	Judicial and Courtroom Facilities	1
				L04	Libraries; Museums; Galleries	1
				O01	Office Buildings; Industrial Parks	3
				P08	Prisons & Correctional Facilities	1
				R04	Recreation Facilities (Parks, etc.)	2
				R06	Rehabilitation (Buildings, Structures	1
				S09	Structural Design; Special Structu.	1
	Other Employees			W01	Warehouses and Depots	3
<b>Total</b>		30	9			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	5	2. \$100,000 to less than \$250,000	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million	10. \$50 million or greater
c. Total Work	6	3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million	

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 2/5/2025
c. NAME AND TITLE Jude T. Kostage; Principal	







**PROJECTED WORKLOAD NARRATIVE**

Mills + Schnoering Architects maintains an average of 30-40 active projects at any given time. We are accustomed to meeting concurrent deadlines and have the capacity and resources to manage this project workload. We have assembled an experienced, collaborative team that places the highest value on providing the Crest Theatre and the City of Delray Beach with an outstanding renovation of its facilities. Partners Michael Schnoering, FAIA and Amy Mladjen, IIDA, NCIDQ will lead our in-house team, demonstrating our highest level of commitment to this project.

M+Sa partners and project managers assign work to our experienced technical staff consistently over the course of each project, and our staff's depth of experience allows additional personnel to be assigned to assist with deadlines when needed, under the supervision of the project manager.

To help ensure timely completion of our projects, we review firm-wide project staffing on a monthly basis, along with weekly reviews of design team staffing requirements based on projected milestones and deadlines. We follow a process of project record-keeping and file and maintain documents in a consistent fashion so that projects run smoothly, allowing additional team members to join the project easily as needed. Our staff is small enough to provide a high level of care and attention to our projects with a meaningful level of partner involvement, yet large enough to design complex projects successfully in tight timeframes.

M+Sa's staff proposed for the Renovation of the Crest Theatre are available and committed to meeting the City of Delray Beach's project schedule.

Similarly, our consultants all maintain a robust project workload, and would like to assure the City that this will not impact their dedication to the project at the Crest Theatre. They fully commit to providing resources for the entire duration of the project lifecycle, specifically within their defined scope of services. The City has their assurance that experienced and expert staff will be assigned to this work, ensuring the successful and timely completion of all deliverables. Our team values collaborative partnerships and looks forward to a productive relationship with the City on this important initiative.

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## H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

### APPROACH & METHODOLOGY

#### Project Understanding

We understand that the City of Delray Beach (the City) intends to renovate the 1925 Crest Theatre's Auditorium, Stage, Boock-of-House (BOH), and Dressing Room spaces to modernize the facility to accommodate a range of programming. The Design Team's services will include the requirements of the City of Delray's RFQ No. 2025-019, and information gathered at the January 15, 2025 walk-through and subsequent information received in the City's Document "Questions & Answers – 1."

The project will include architectural, structural, mechanical, electrical, plumbing, theater systems, seating, acoustics, lighting, and audio/video systems. Each of these systems will be explored, estimated, detailed, bid, and constructed in Schematic Design through Construction Contract Administration Phases. Improvements will be initially designed and tested against the construction budget of \$4.5 million and reviewed from a practical construction and logistical standpoint to arrive at a focused Scope of Work that will be carried through design and construction. Improvements include the following:

- Seating and accessibility improvements for auditorium and balcony.
- Lighting and finish upgrades.
- Accessibility improvements for access to seating, dressing rooms, and other BOH spaces.
- Finish and lighting upgrades throughout.
- New/improved HVAC systems.
- Theater house and stage lighting/dimming controls and fixtures.
- Rigging and drapery upgrades and/or replacement.
- Audio/Video (projection and sound) improvements to support productions.
- Stage loading access improvements (if required).

**Design Team Service Locations: M+Sa will act as the Architect of Record and Design Architect for the project, and will perform services from its offices in Princeton, NJ and Philadelphia, PA. M+Sa will be assisted by Sarah Ryan Architect, LLC of St. Augustine, FL on building survey, local representation, design, and construction administration services.**

Other team members will provide services as follows:

- **Atlantic Engineering Services: Structural Engineering, Jacksonville, FL**
- **Powell and Hinkle: MEP/FP Engineering, Orange Park, FL**
- **Creative Acoustics: Acoustics, Las Cruces, NM**
- **Dharam Consulting: Cost Consulting, Lithia, FL**
- **Schuler Shook: Theater/Lighting and AV Design, New York, NY**

**Design Team Access and City Engagement: M+Sa's design process relies on significant contact with City representatives throughout the life of the project. We begin by establishing a schedule that includes detailed information on meetings and design reviews with the City, on-site surveys, code research, design activities, estimating periods, page-turn reviews, and internal City review time in each phase of the project. The schedule is a primary focus and tool of the design team to establish milestones and maintain momentum and is maintained by M+Sa and reviewed at every progress meeting. Meetings with the City will be held both online and in-person.**

Sarah Ryan Architect, LLC will work in association with M+Sa, acting as an extension of M+Sa's office in the region. Immediate/emergent project needs for on-site meetings with the City or at the project site will be staffed in this manner.

Prescheduled on-site meetings and other in-person meetings with City representatives will be attended by staff of M+Sa, Sarah Ryan Architects, and as appropriate, members of the consulting design team. M+Sa's extensive experience with performing arts projects guides us in determining the appropriate level of contact for programming, design, estimating, detailing, and construction administration services. This leads to a rational, effective, and efficient process that facilitates team building and collaboration, knowledge and idea sharing, discussion and design decision-making, and resourceful and organized construction observation and inspection services.

**Schedule:** The schedule and proposed personnel assigned to the Crest Theatre project reflect our broad experience and knowledge of the complexities involved in the time, planning, renovation, and expansion of existing theaters. Team members are currently engaged in various civic, institutional, and cultural projects; and we have carefully considered project and staffing commitments to these projects when establishing the project team and personnel to be assigned to this project.

Staffing and project needs are continuously monitored throughout the project. This includes weekly office staffing meetings and project meetings with the Partner in Charge and Project Manager to review schedule, deliverable dates and staffing requirements. Further, M+Sa implements a Quality Assurance (QA) and Quality Control (QC) Plan on all our projects that is effective in maintaining quality and schedule, and proactively identifies emerging and ongoing challenges.

A proposed draft schedule indicating Schematic Design through Construction Document phases, Bidding and Negotiation, and Construction Administration activities follows in Tab VII. The project schedule is one of the primary tools that we utilize to establish goals and milestones for the project, obtain buy-in from all project team members, and maintain momentum. The schedule and deliverable dates are reviewed at the initial kick-off meeting and at all subsequent phase kick-off and design meetings and will be constantly monitored and reviewed with the design team during the project. Definitive dates for cost estimating, bidding and negotiation and construction activities will be established with the input of the City early in the project design phases so that a target for completion of Construction Documents is established, understood, and agreed to by all.

**Construction Cost Budget and Cost Control:** The current Construction Budget is \$4.5 million, which may be adjusted by the City as the Scope of Work for the project is further refined. Recent and ongoing market escalation may require adjustment of the scope of work to maintain the budget. It is our intent to work collectively with the City to identify a reasonable and appropriate work package for estimating in the initial Schematic Design Phase, and to further identify reasonable alternates for items that may be added or removed depending on the outcome of bidding.

## **SCOPE OF SERVICES**

Throughout the Crest Theatre project, we will rely on a thorough, measured, and methodical approach to information gathering to set the project and all project team participants on the path to a successful project.

Following are the proposed components of our planning, coordination, and design services.

**Project Team Kick-off Meetings:** Each phase noted below will begin with a kick-off meeting to review schedule and budget issues, possible/required design revisions, and other relevant information. This meeting will be conducted with City representatives and the Design Team. At the initial Schematic Design Phase Kick-off, any requirements for the programmatic needs of the project will be reviewed.

**Building Survey and Documentation:** At the start of the project, M+Sa and its consultant team will do the following:

- Perform a laser scan of the relevant areas of the building and create a 3D Revit model for use in design and construction documentation of the project.
- Perform a visual building survey to confirm conditions and review other detail conditions, including any probe areas, to facilitate design and detailing.

- Prepare the background drawing files for use by the project team throughout the project. M+Sa will produce and maintain the background Revit model and will update this model throughout the phases to provide all consultants with up-to-date design information.

**Project Team Coordination:** Throughout each phase, M+Sa will hold regular design and coordination meetings with the City and the Design Team to help ensure coordination and design consistency and to promote cooperation. Design meetings with the City are anticipated to be held in-person and virtually.

### **Schematic Design**

- In this phase, we will confirm programmatic needs; review and confirm building conditions; prepare base drawings for use on the project; and provide design drawings for review, discussion, and estimating. The final outcome of the phase, with a scope of work and budget approved by the City, will be the basis of subsequent phases of design and construction. Provisions will be made to accommodate and facilitate future construction and system upgrades. ***The goal will be to complete a comprehensive and impactful initial phase of construction that respects the budget and supports the mission of the City.***
- The Schematic Design (SD) documents will illustrate the scale and relationship of the project components. The SD activity will involve further evaluation of the building and design options for the planned renovations and additions. The deliverable documents will include floor plans, building elevations, sections, as well as outline specifications and building system descriptions for all the required engineering, including theater, acoustics, AV, structural, mechanical, electrical, plumbing and fire protection. It will also include a code study to confirm and establish applicable requirements.
- An area analysis will be performed based on the revised SD drawings to show current and proposed spaces.
- Estimate of Probable Construction Cost: M+Sa and its consulting team will work with Dharam Consulting on the Estimate of Probable Construction Cost. The estimate will be reviewed by all consultants and comments/adjustments will be reviewed with Dharam. If design adjustments are needed, M+Sa will work with the City and Dharam to identify items for review.
- Should the City's review of development goals and the budget identify the need for scope reductions, M+Sa will work to identify areas of work to be deleted or to be separated as alternates.
- **Schematic Design Phase Meetings:** The Design Team will attend One (1) onsite Kick-off meeting (including Programming interviews) and up to three (3) design and estimate review meetings.

### **Design Development**

- The Design Development (DD) documents will be based on the approved Schematic Design documents, including the Estimate of Probable Construction Cost. The DD documents will establish and refine the scope relationships, forms, size and appearance of the project using plans, sections and elevations, and will include typical construction details such as wall sections, roof details, partition types, finish selections, lighting details, and preliminary systems sizing and layout. These documents will further establish quality levels for all components of the project. We anticipate continuing to work with the City to ensure that documents reflect a dynamic and sustainable design that meets the needs of the users, while remaining consistent with the established budget.
- Estimate of Probable Construction Cost: M+Sa and its consulting team will develop the Estimate of Probable Construction Cost. The estimate will be reviewed by all consultants and comments/adjustments will be reviewed and incorporated as needed. If design adjustments are needed, M+Sa will work with the City to identify items for review.
- **Design Development Phase Meetings:** The Design Team will attend one (1) Kick-off Meeting and up to three (3) design and estimate review meetings.

### **Construction Documents**

- A Construction Document package will be produced for the project. A 50% completion set will be issued to the City for review and the Design Team will update the estimate. Assuming the project is on budget, a final 100% Construction Document package will be produced and will include drawings and

specifications suitable for competitive bidding and permit review. During this phase we will submit progress documents for review to ensure compliance with the program.

- **Construction Document Phase Meetings:** The Design Team will attend one (1) Kick-off Meeting and up to three (3) design and estimate review meetings.

### **Bidding and Permit Review Phase**

- During the Bidding Phase, M+Sa will assist the City in obtaining competitive bids by providing copies of the documents (hardcopy or electronic); attending the Pre-Bid conference; addressing Requests for Information; and issuing Addenda as required.
- During permit review M+Sa will provide signed and sealed construction documents and will address Code Official comments.
- **Bidding and Negotiation Phase Meetings:** One (1) pre-bid conference and two virtual bid review meetings.

### **Construction Contract Administration**

- The Design Team will provide CA services in accordance with the City's requirements. Sarah Ryan Architects' Mark McConnel, AIA is a Florida licensed architect and licensed contractor and will represent the Design team on-site, attending project meetings and site visits as needed throughout construction. M+Sa and Sarah Ryan Architects will review change orders and applications for payments, review the progress and quality of the work, respond to RFIs, issue clarification sketches as needed, review shop drawings and submittals, perform substantial and final completion inspections, and will issue the certificate of substantial completion. M+Sa's consultants will assist with each of these services and will attend project meetings and site visits as appropriate to the stage of the work.

### **Design Disciplines: Professional Services Provided**

- **Architecture and Design Team Management:** M+Sa will coordinate all aspects of the project with the design team's consultants and will be responsible for developing the overall design of the project. Consultants will report to M+Sa and meet regularly to review systems design, integration, and performance/visual requirements. M+Sa will maintain the design schedule and report to the City on a regular basis to inform on progress and obtain approvals for design intent and details during each phase.
- **MEP/FP** will provide design, detailing, and specifications to accommodate renovations and additions. Consulting engineers will coordinate with Design Team members on renovated and new systems to accommodate new layouts, additions, and other related design issues.
- **Structural** will provide design, detailing, and specifications to accommodate renovations, additions, equipment loads, and other related loads. Geotechnical services will be provided by others (if needed). The structural engineer may require additional geotechnical services to inform underpinning and other foundation design services.
- **Theater/Acoustics/Audio-Video:**
  - **Theater**
    1. Consult on house seating replacement and accessible upgrades, performance lighting control and locations, tech booth and other control locations. BOH services to include new rigging, draperies, performance lighting and controls, and other related items.
    2. Provide budget estimates for rigging, drapery, and performance lighting systems for each of the phase estimates for Owner and Design Team review.
  - **Acoustics:** Consult on primary space acoustics; physical separations at lobby/theater, and MEP systems.
  - **Audio-Video**
    1. Consult and specify systems noted in budget, including backstage call/page, assisted listening, and other similar systems.
    2. Review needs for video monitor system and provide design, specification.
    3. Consult on and specify projection/sound and public address systems as needed.
    4. Provide budget estimates for each of the phase estimates for Owner and team review.
- **Lighting:** M+Sa will consult on design, specification, and control of interior and exterior architectural lighting (all spaces).

- **Estimating:** M+Sa's Cost Consultant will develop comprehensive estimates at 100% SD, DD, and 50% CD phases. Design team members will provide consulting services during review of each estimate to provide revisions based on design team comments.
- **Interior Finishes:** M+Sa will select and specify all interior finishes, including paint for the auditorium, and will review all options with the City for interim and final approvals. M+Sa will also design and detail all Back-of House built-in casework, including cabinetry, counters, shelving, and other similar custom items.
- **Wayfinding Signage and Donor Recognition:** M+Sa will provide design, specification, and detailing for all code-related and basic room identification signage.

**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

2/10/2025

33. NAME AND TITLE

Michael R. Schnoering, FAIA, Partner

# Crest Theatre Renovation

## Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish	2025				2026				2027				
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1	<b>Notice to Proceed</b>	0 days	Mon 4/7/25	Mon 4/7/25		4/7											
2	Contracts and Project Admin	10 days	Mon 4/7/25	Fri 4/18/25													
3	Document Building and Create Base Drawings	15 days	Mon 4/7/25	Fri 4/25/25													
4	<b>Schematic Design</b>	85 days	Tue 4/29/25	Mon 8/25/25		4/29											
5	Kick-off Meeting, Programming, and Survey (On-site)	0 days	Tue 4/29/25	Tue 4/29/25													
6	Identify and Execute Probes	10 days	Tue 4/29/25	Mon 5/12/25													
7	Develop schematic plans, elevations, sections.	35 days	Tue 4/29/25	Mon 6/16/25													
8	Code Review and documentation	15 days	Tue 4/29/25	Mon 5/19/25													
9	Design Mtg with City	0 days	Mon 6/16/25	Mon 6/16/25													
10	Final SD deliverables, including Basis of Design Narrative	15 days	Tue 6/17/25	Mon 7/7/25													
11	Estimate and Estimate Review Mtg	25 days	Tue 7/8/25	Mon 8/11/25													
12	City Presentation and City Review	10 days	Tue 8/12/25	Mon 8/25/25													
13	<b>Design Development</b>	75 days	Mon 8/25/25	Mon 12/8/25													
14	Kick-off meeting	0 days	Mon 8/25/25	Mon 8/25/25													
15	Materials/Product Research	20 days	Tue 8/26/25	Mon 9/22/25													
16	Design Development Drawings	40 days	Tue 8/26/25	Mon 10/20/25													
17	Preliminary finish/lighting selections	18 days	Tue 8/26/25	Thu 9/18/25													
18	Design Mtg with City	0 days	Thu 9/18/25	Thu 9/18/25													
19	Preliminary Specifications	20 days	Tue 8/26/25	Mon 9/22/25													
20	Design Mtg with City	0 days	Mon 10/20/25	Mon 10/20/25													
21	Estimate and Estimate Review Mtg (virtual)	25 days	Tue 10/21/25	Mon 11/24/25													
22	City Presentation and City Review	10 days	Tue 11/25/25	Mon 12/8/25													
23	<b>Construction Documents</b>	75 days	Mon 12/8/25	Mon 3/23/26													
24	Kick-off meeting	0 days	Mon 12/8/25	Mon 12/8/25													
25	50% CDS Pre-Final Finishes, Lighting, and Construction Details	30 days	Tue 12/9/25	Mon 1/19/26													
26	50% CD Estimate and Estimate Review	25 days	Tue 1/20/26	Mon 2/23/26													
27	Finalize Specifications and Prep CD Package for CM Bidding/Permits	20 days	Tue 2/24/26	Mon 3/23/26													
28	<b>Bidding/Contract</b>	50 days	Mon 4/6/26	Fri 6/12/26													
29	PreBid Conference	0 days	Mon 4/6/26	Mon 4/6/26													
30	Bid Period (TBD based on City Schedule)	30 days	Mon 4/6/26	Fri 5/15/26													
31	Review, Negotiation, and Award	20 days	Mon 5/18/26	Fri 6/12/26													
32	<b>Construction Contract Administration</b>	290 days	Mon 6/15/26	Fri 7/23/27													
33	Permit Review	30 days	Mon 6/15/26	Fri 7/24/26													
34	Preconstruction Meeting	0 days	Mon 7/27/26	Mon 7/27/26													
35	General Construction	240 days	Mon 7/27/26	Fri 6/25/27													
36	Punchlist/Training/Closeout	20 days	Mon 6/28/27	Fri 7/23/27													
37	Final Completion	0 days	Fri 7/23/27	Fri 7/23/27													7/23

Notes:  
 1. All durations are in WORKING DAYS.  
 2. Meeting dates are TBD.

Mills + Schnoering Architects

12 February 2025

VIII

**SECTION 6: PROPOSAL SUBMITTALS**

**6.1 FORMS**

The forms listed below **shall** be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be uploaded to:

[www.bidnetdirect.com//cityofdelraybeach](http://www.bidnetdirect.com//cityofdelraybeach)

- A. Acknowledgment of Addenda
- B. Proposal Submittal Signature Page
- C. Conflict of Interest Disclosure Form
- D. Notification of Public Entity Crimes Law
- E. Notification of Public Records Law
- F. Drug-Free Workplace
- G. Non-Collusion Affidavit
- H. Truth-In-Negotiation Certificate
- I. Scrutinized Company
- J. Affidavit Regarding the use of Coercion for Labor and Services
- K. Sample Performance Bond Format (not required, intentionally omitted)
- L. Sample Payment Bond Format (not required, intentionally omitted)
- M. Sample Letter of Credit Format (not required, intentionally omitted)

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PROFESSIONAL SERVICES – ARCHITECTURAL/ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION

**ACKNOWLEDGEMENT OF ADDENDA**

Please complete Part I or Part II, as applicable

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 1/21/2025

Addendum #2, Dated 1/29/2025

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Mills + Schnoering Architects, LLC

Firm Name

Signature

Michael R. Schnoering, FAIA

Name and Title (Print or Type)

2/08/2025

Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:  
Mills + Schnoering Architects, LLC

Street Address:  
200 Forrestal Road, Suite 3A, Princeton, NJ 08540

Mailing Address (if different from Street Address):  
\_\_\_\_\_

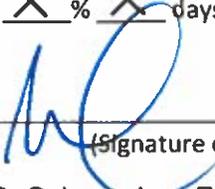
Telephone Number(s): 609-681-2480

Fax Number(s): N/A

Email Address: mikes@msarchitectsllc.com

Federal Employer Identification Number: 27-5347943

Prompt Payment Terms: X % X days' net 30 days

Signature:  \_\_\_\_\_  
(Signature of authorized agent)

Print Name: Michael R. Schnoering, FAIA

Title: Partner

Date: 2/10/2025

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN ONE HUNDRED AND TWENTY (120) DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

City of Delray Beach  
RFQ No. 2025-019  
PROFESSIONAL SERVICES – ARCHITECTURAL/ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION  
Crest Theatre Auditorium Renovations  
Project No. 25-001

**CONFLICT OF INTEREST DISCLOSURE FORM**

---

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Mills + Schnoering Architects, LLC

Firm Name

Signature

Michael R. Schnoering, FAIA

Name and Title (Print or Type)

2/10/2025

Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

---

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Mills + Schnoering Architects, LLC

Firm Name

Signature

Michael R. Schnoering, FAIA

Name and Title (Print or Type)

2/10/2025

Date

(The remainder of this page is intentionally left blank)

PROFESSIONAL SERVICES – ARCHITECTURAL/ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION  
City of Delray Beach  
RFQ No. 2025-019  
Crest Theatre Auditorium Renovations  
Project No. 25-001

**NOTIFICATION OF PUBLIC RECORDS LAW PERTAINING TO PUBLIC CONTRACTS AND REQUESTS FOR CONTRACTOR RECORDS PURSUANT TO CHAPTER 119, *FLORIDA STATUTES***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7050, EMAIL ADDRESS: [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).

Acknowledged:

Mills + Schnoering Architects, LLC

Firm Name

Signature

Michael R. Schnoering, FAIA

Name and Title (Print or Type)

2/10/2025

Date

**DRUG-FREE WORKPLACE**

---

Mills + Schnoering Architects, LLC \_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Mills + Schnoering Architects, LLC

Firm Name

Signature

Michael R. Schnoering, FAIA

Name and Title (Print or Type)

2/10/2025

Date

(The remainder of this page is intentionally left blank)

**NON-COLLUSION AFFIDAVIT**

STATE OF New Jersey  
COUNTY OF Mercer

Before me, the undersigned authority, personally appeared Michael R. Schnoering, FAIA, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Partner of Mills + Schnoering Architects, LLC, the Proposer that has submitted a Proposal to perform work for the following:

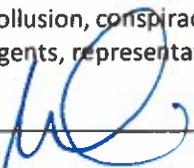
RFQ No.: 2025-019 Title: Crest Theatre Auditorium Renovations/ Project No. 25-001

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

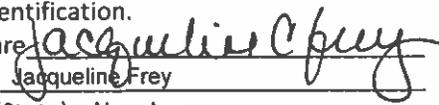
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature 

Subscribed and sworn to (or affirmed) before me this 10th day of February 2025, by Michael R. Schnoering, FAIA, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



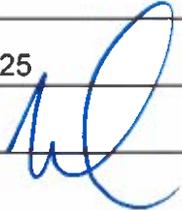
Notary Signature   
Notary Name: Jacqueline Frey  
Notary Public (State): New Jersey  
My Commission No: 2404129  
Expires on: 2/04/2026

**TRUTH – IN – NEGOTIATION CERTIFICATE**

---

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Michael R. Schnoering, FAIA  
Title: Partner  
Date: 2/10/2025  
Signature: 

(The remainder of this page is intentionally left blank)

**SCRUTINIZED COMPANY CERTIFICATION**

---

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

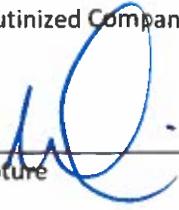
Companies must complete and return this form with its response.

Company: Mills + Schoering Architects, LLC FID or EIN No.: 27-5347943

Address: 200 Forrestal Road, Suite 3A

City: Princeton State: NJ Zip: 08540

I, Michael R. Schnoering, FAIA, as a representative of Mills + Schnoering Architects, LLC certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

	Partner
Signature	Title
Michael R. Schnoering, FAIA	2/10/2025
Printed Name	Date

(The remainder of this page is intentionally left blank)

**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES**

Vendor Name: Mills + Schnoering Architects, LLC

Vendor FEIN: 27-5347943

Vendor's Authorized Representative Name and Title:

Michael R. Schnoering, FAIA

Address: 200 Forrestal Road, Suite 3A

City: Princeton State: NJ Zip: 08540

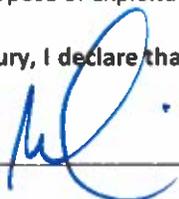
Phone Number: 609-681-2480 Email Address: mikes@msarchitectsllc.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.

Signature:  \_\_\_\_\_ (Authorized Signature)

Print Name and Title: Michael R. Schnoering, FAIA

Date: 2/10/2025

(The remainder of this page is intentionally left blank)

**SAMPLE PERFORMANCE BOND FORMAT**

Not Required, Intentionally Omitted

**SAMPLE PAYMENT BOND FORMAT**

Not Required, Intentionally Omitted

**SAMPLE LETTER OF CREDIT FORMAT**

Not Required, Intentionally Omitted

**END OF SECTION 6**

(The remainder of this page is intentionally left blank)

**SECTION 7: SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

**AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_, a <state> corporation (hereafter referred to as "Contractor") <authorized to do business in the State of Florida>, whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2025-019, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2025-019, and the Contractor's response thereto, including all documentation required thereunder.

**ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced solicitation.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

PROFESSIONAL SERVICES – ARCHITECTURAL/ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION  
Crest Theatre Auditorium Renovations

- ii. with a copy to:
  - Attn: City Manager
  - City of Delray Beach
  - 200 NW 1<sup>st</sup> Avenue
  - Delray Beach, Florida 33444
  - Attn: City Attorney
  
- iii. As to the Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn.: \_\_\_\_\_  
 Email: \_\_\_\_\_

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_ OR Produced Identification \_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

**END OF SECTION 7**  
**SECTION 8: EXHIBITS**

**8.1 EXHIBITS**

- A. Exhibit A – SF 330
- B. Exhibit B – Existing Floor Plans Depicting Limits of Proposed Interior Space Renovations
- C. Exhibit C – Electrical Field Report
- D. Exhibit D – Theatre Rigging Inspection Memo

**END OF SECTION 8**

(The remainder of this page is intentionally left blank)

**SECTION 9: GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

- a. *Proposal: any offer(s) submitted in response to this Request for Proposal.*
- b. *Proposer: person or firm submitting a response to this Request for Proposal.*
- c. *Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.*
- d. *Proposal Submittal forms: describes the goods or services to be purchased and must be completed and submitted with the Proposal.*
- e. *City: shall refer to the City of Delray Beach, Florida.*
- f. *Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.*
- g. *Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.*
- h. *Purchasing and Contract Administration Division: Purchasing and Contract Administration Division of the City of Delray Beach, Florida.*
- i. *Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.*
- j. *Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.*

**2. CONE OF SILENCE**

*Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award*

*recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Proposers and/or Proposers on City Solicitations, the City's professional staff, and the City Council members.*

**3. ADDENDUM**

*The Purchasing and Contract Administration Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.*

**4. LEGAL REQUIREMENTS**

*This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.*

**5. CHANGE OF PROPOSAL**

*Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as*

PROFESSIONAL SERVICES – ARCHITECTURAL/ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION

*required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.*

*date on which the proper invoice was received by the City.*

6. **WITHDRAWAL OF PROPOSAL**

*A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing and Contract Administration Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.*

9. **DISCOUNTS (PROMPT PAYMENTS)**

*The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.*

7. **CONFLICTS WITHIN THE SOLICITATION**

*Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.*

10. **PREPARATION OF PROPOSALS**

*a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.*

8. **PROMPT PAYMENT TERMS**

*It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the*

*b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***

*c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*

*d. The Proposer may submit alternate Proposal(s) for the same Solicitation provided*

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*that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*

- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.*

11. CANCELLATION OF SOLICITATION

*The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.*

12. AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*
- b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*

*d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*

*e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.*

*f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

13. CONTRACT EXTENSION

*The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred and eighty (180) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.*

14. WARRANTY

*All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.*

15. ESTIMATED QUANTITIES

*Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.*

16. NON-EXCLUSIVITY

*It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.*

17. **CONTINUATION OF WORK**

*Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.*

18. **PROTEST**

*a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.*

*b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in BidNet Direct. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.*

*c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray protest. Within seven (7) days (excluding Saturdays, Sundays and legal holidays) of receipt of the formal written protest, the Purchasing Director and the City Attorney shall attempt to settle or resolve the dispute, with or without a hearing at the City Attorney's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Purchasing Director and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.*

19. **LAWS AND REGULATIONS**

*The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.*

20. **LICENSES, PERMITS AND FEES**

*The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.*

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Crest Theatre Auditorium Renovations

Project No. 25-001

21. **SUBCONTRACTING**  
*Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.*
22. **ASSIGNMENT**  
*The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.*
23. **SHIPPING TERMS**  
*Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.*
24. **RESPONSIBILITIES AS EMPLOYER**  
*The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.*
- It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the*
- legal immigration status of any employee of the selected Proposer.*
25. **INDEMNIFICATION**  
*The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.*
26. **COLLUSION**  
*A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the*

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*competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.*

27. **MODIFICATION OF CONTRACT**

*The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.*

28. **TERMINATION FOR CONVENIENCE**

*The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."*

29. **TERMINATION FOR DEFAULT**

*The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written*

*notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer*

30. **FRAUD AND MISREPRESENTATION**

*Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.*

31. **ACCESS AND AUDIT OF RECORDS**

*The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance*

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with applicable accounting and financial standards.

32. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

33. PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

34. PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as

possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and

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*h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

*PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.*

**36. ADDITIONAL FEES AND SURCHARGES**  
*Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.*

**37. COMPLIANCE WITH FEDERAL STANDARDS**  
*All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).*

**38. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**  
*If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.*

**39. BINDING EFFECT**  
*All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective*

*legal representatives, successors, and permitted assigns.*

**40. SEVERABILITY**  
*In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.*

**41. GOVERNING LAW AND VENUE**  
*This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.*

**42. ATTORNEY'S FEES**  
*It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.*

**43. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**  
*The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.*

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*During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.*

*The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.*

44. **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**

*It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.*

45. **CRIMINAL HISTORY BACKGROUND CHECKS**

*Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.*

46. **LABOR, MATERIALS, AND EQUIPMENT**

*Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.*

47. **MINIMUM WAGE REQUIREMENTS**

*The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.*

48. **PACKING SLIP AND DELIVERY TICKET**

*A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.*

49. **PURCHASE OF OTHER ITEMS**

*The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.*

50. **PUBLIC RECORDS**

*Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the*

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*Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.*

*The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.*

51. **CONFLICTS OF INTEREST**

*All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.*

52. **PUBLIC ENTITY CRIMES**

*As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit*

*a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.*

53. **OTHER GOVERNMENTAL AGENCIES**

*If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.*

54. **COMPLETION OF WORK AND DELIVERY**

*All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.*

55. **FAILURE TO DELIVER OR COMPLETE WORK**

*Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted*

by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

56. **CORRECTING DEFECTS**

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

57. **ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

58. **OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work

where required to the satisfactory completion of the project.

59. **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

60. **TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

61. **TAXES**

*The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.*

**62. PROPOSER'S COSTS**

*The City shall not be liable for any costs incurred by Proposers in responding to this Request for Qualifications.*

**63. SUBSTITUTION OF PERSONNEL**

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

**64. FORCE MAJEURE**

*The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:*

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.*

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.*
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.*
- d. The non-performing party uses its best efforts to remedy its inability to perform.*

*Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.*

**65. NOTICES**

*Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.*

*Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.*

**66. FISCAL FUNDING OUT**

*The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement*

*awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.*

**END OF SECTION 9**

**SECTION 10: SOLICITATION SUMMARY**

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**PURCHASING AND CONTRACT ADMINISTRATION DIVISION**  
**The City of Delray Beach**  
**100 NW 1<sup>st</sup> Avenue**  
**Delray Beach, FL 33444**

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

**PROPOSAL INFORMATION**

Proposal Number: RFQ No. 2025-019

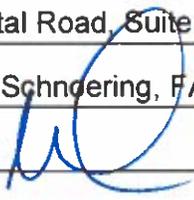
Title: Professional Services – Architectural/Engineering Design & Construction Administration of Crest Theatre Auditorium Renovations

Due Date and Time: February 12, 2025 @ 2:00 PM (LOCAL TIME)

Name of Proposer: Mills + Schnoering Architects, LLC

Address: 200 Forrestal Road, Suite 3A, Princeton, NJ 08540

Contact Person: Michael R. Schnoering, FAIA

Authorized Signature: 

Date: 2/10/2025

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND UPLOADED WITH YOUR SECURE ELECTRONIC PROPOSAL SUBMITTAL THROUGH [HTTPS://www.bidnetdirect.com/cityofdelraybeach](https://www.bidnetdirect.com/cityofdelraybeach)**

**END OF SECTION 10**



M<sup>+</sup>S<sup>a</sup>