



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 3/13/2026

Agenda Item Commission Memo Letter (to external agency) Other Document

Document Title/Purpose: AGREEMENT - for Request for Qualifications No. 423-2, Bridge Design and Miscellaneous Structural Engineering Services, Continuing Services Contract - MICHAEL BAKER, INC - \$2,438,000 (Three Year Aggregate) - (Commission Districts 1, 2, 3 and 4)

Commission Meeting Date: 2/3/2026 CAM #: 26-0071 Item #: M-2

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: N/A Router Name: N/A Ext: N/A

Department: Procurement Services Router Name: Marie Flynn Ext: 5165

Department Approval (Director/Chief): Name: Glenn Marcos Init.: [Signature] Date: 3/11/2026

\*Return Document To: Marie Flynn Department: Procurement Services Ext: 5165

\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Rhonda Hasan Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: N/A Route to: CCO Date: 3/18/26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 03/18/26 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: MAR97 Date Received: 3/19/26 Received From: CCO

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

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

Executive Assistant Route to CCO Date: 3/23/26

**AGREEMENT**

**between**

**CITY OF FORT LAUDERDALE**

**and**

**MICHAEL BAKER INTERNATIONAL, INC.**

**for**

**Bridge Design and Miscellaneous Structural Engineering  
Services, Continuing Services Contract**

**RFQ EVENT NO. 423-2**

**PROJECT NO. P12790/ P12597/ P12791**

## AGREEMENT

THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of March, 2026, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation authorized to transact business in the state of Florida, (hereinafter referred to as "CONSULTANT") (collectively, "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of February 3, 2026, authorized by motion the execution of this Agreement between the CITY and CONSULTANT authorizing the performance of Bridge Design and Miscellaneous Structural Engineering Services; and

WHEREAS, the CITY issued a Request for Qualifications (RFQ) Event No. 423-2 for Bridge Design and Miscellaneous Structural Engineering Services; and

WHEREAS, Pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), as may be amended or revised, and selected CONSULTANT to perform services hereunder; and

WHEREAS, the CONSULTANT is experienced in providing professional services set forth in Exhibit A, Scope of Services, for Bridge Design and Miscellaneous Structural Engineering Services and is willing and able to render services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions contained herein, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

1.1 ADDITIONAL SERVICES: Means services performed by the CONSULTANT

authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit A, Scope of Services.

- 1.2 AGREEMENT: Means this document between the CITY and CONSULTANT dated March 23<sup>rd</sup>, 2026, and any duly authorized and executed Amendments to the Agreement.
- 1.3 CHIEF PROCUREMENT OFFICER: The individual in charge of and responsible for centralized procurement for the City, or their designee.
- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY COMMISSION: The governing body of the CITY.
- 1.6 CITY MANAGER: The administrative head of the CITY appointed by the City Commission.
- 1.7 CONSULTANT: MICHAEL BAKER INTERNATIONAL, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.8 CONTRACT ADMINISTRATOR: The Public Works Department Director of the City of Fort Lauderdale, or his/her designee. In administration of this Agreement, as contrasted with matters of policy, all Parties may rely on instructions or determinations made by the Contract Administrator within the defined parameters of this Agreement.
- 1.9 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ Event No. 423-2, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Task Orders, Addenda or Amendments and all related documents to the Task Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT's response to City of Fort Lauderdale RFQ Event No. 423-2.
- 1.10 CONTRACTOR: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.11 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.12 NOTICE TO PROCEED: A written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.
- 1.13 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by

CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.14 SERVICES: Consists of the work and phases set forth in Exhibit A, Scope of Services including all professional engineering, landscape architecture, registered surveying and mapping, and other professional design services, as described in each Work Authorization applicable to a project.
- 1.15 SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for CITY through CONSULTANT in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2025) for all or any portion of the Work under this Agreement. The term "Subconsultant" shall include all subcontractors.
- 1.16 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in each Task Order to the satisfaction of the CITY.
- 1.17 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.18 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

## ARTICLE 2 EXHIBITS

The following Exhibits are attached hereto and incorporated into this Agreement:

1. Exhibit A – Scope of Services
2. Exhibit B – Hourly Billing Rates

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT shall provide all Services as set forth in the Exhibit A – Scope of Services, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.
- 3.2 This Agreement and the Scope of Services may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a project. If CONSULTANT determines that work should be performed to complete a project

and, in CONSULTANT's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify the Contract Administrator in writing in a timely manner before proceeding with the Work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by CITY to CONSULTANT to perform the Work. Any such work that would entail additional compensation to CONSULTANT by CITY, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 7.1 or a Work Authorization pursuant to Section 7.2. Unless there is a fully executed amendment or Work Authorization or a dispute as set forth in Section 7.3, any work performed by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval shall be at no additional cost to CITY.

- 3.3 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for other phases or additional services issued under this Agreement. CITY may select the type, amount, and timing of services under a Task Order executed by CONSULTANT and CITY, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. CITY and CONSULTANT may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, CITY shall have the right to terminate negotiations at any time at no cost to CITY and procure services for other project phases from any other source.
- 3.4 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to a project, including previous reports and any other data relative to a project. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its Services. CITY shall review any itemized deliverables and documents required to be submitted by CONSULTANT and respond in writing with any comments within the time set forth in the applicable Task Order. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any material defect in the Work of CONSULTANT or Subconsultants, or other material development that affects the scope or timing of CONSULTANT's Services.

#### ARTICLE 4 TASK ORDERS

- 4.1 All work to be performed by CONSULTANT under this Agreement must first be authorized in writing by a Task Order, in accordance with the requirements of this Article. The Task Orders shall be based upon the general description of basic services as described in Exhibit "A."

- 4.1.1 Before issuance of any Task Order, CONSULTANT shall provide Contract Administrator with a written estimate for all charges expected to be incurred for the tasks associated with the Task Order. Each Work Authorization (and amendments thereto) may be executed on behalf of County as follows: (a) the Chief Procurement Officer may execute any individual Task Order for which the cost to CITY is within the Chief Procurement Officer's delegated authority; and (b) any individual Task Order above the Chief Procurement Officer's delegated authority must be approved by the City Commission.
- 4.1.2 After complete execution of a Task Order under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. CONSULTANT must not commence such work until receipt of a Notice to Proceed.
- 4.1.3 Any modifications to a Task Order will require an amended Work Authorization approved by Contract Administrator, CITY's Chief Procurement Officer, or City Commission as required by the City Code. CONSULTANT's compensation will not exceed the amount approved in the Task Order unless such additional amount received the prior written approval from the appropriate authority.
- 4.1.4 All Task Orders must contain, at a minimum, the following information and requirements:
- 4.1.4.1 A description of the Work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement under which the Work to be undertaken is authorized, and a statement of the method of compensation.
- 4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of CITY is obtained. If CITY does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization will be terminated, and CONSULTANT will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.
- 4.1.4.3 A time established for completion of the Services undertaken by CONSULTANT or for the submission to CITY of documents, reports, and other information under this Agreement.
- 4.1.4.4 Any other additional instructions or provision relating to the Work authorized under this Agreement.

4.1.4.5 Task Orders must be dated, serially numbered, and signed.

#### ARTICLE 5

#### TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

- 5.1 The initial term of this Agreement is for a period of **THREE (3) YEARS** starting from the Effective Date (the "Initial Term"). The CITY reserves the right to extend the Agreement for up to **TWO (2) ADDITIONAL ONE (1) YEAR TERMS** providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by CITY. Any renewal by CITY's Chief Procurement Officer shall not result in a substantive change to the Agreement's terms. CONSULTANT shall perform the Services within the time periods specified in the Task Order commencing from the date of the applicable Notice to Proceed.
- 5.2 CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services or any phase thereof under this Agreement and any operative Task Order. Prior to granting approval for CONSULTANT to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require CONSULTANT to submit the itemized deliverables and documents identified in the Task Order for the Contract Administrator's review.
- 5.3 If the Contract Administrator determines that CONSULTANT is unable to complete Services under any Task Order because of delays resulting from untimely review by CITY or other governmental agencies having jurisdiction over a project and such delays are not the fault of CONSULTANT, or because of delays caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of CONSULTANT's control, and to inform the Contract Administrator of all facts and details related to the delay. CONSULTANT must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.
- 5.4 For any construction phase services authorized by a Task Order, if (a) CONSULTANT fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, or (b) if CONSULTANT is granted an extension of time beyond said substantial completion date and CONSULTANT's Services are extended beyond the substantial completion date through no fault of CONSULTANT, then CONSULTANT shall be compensated in accordance with Article 6 for all Services rendered by CONSULTANT beyond the substantial completion date.

- 5.5 If CONSULTANT fails to substantially complete a project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim for damages to CONSULTANT arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the CONSULTANT and CITY are incorporated herein. This section shall not affect the indemnification rights or obligations of either party otherwise set forth in this Agreement.
- 5.6 If CONSULTANT is performing Services under a Task Order scheduled to be completed after the expiration of this Agreement, CONSULTANT agrees to continue those Services until completion under the same terms and conditions as stated in the existing Work Authorization.

ARTICLE 6  
COMPENSATION AND METHOD OF PAYMENT

- 6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Task Orders issued under this Agreement shall not exceed **TWO MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$2,438,000.00)**. It is agreed that the method of compensation is that of "Maximum Amount Not-to-Exceed" which means that CONSULTANT shall perform all services set forth in all Task Orders combined for total compensation amount of or less than the total stated. The hourly rate billing schedule to be used in negotiating each Task Order is attached as Exhibit B to this Agreement.
- 6.1.1 Optional Services. CITY may procure Optional Services up to a maximum not-to-exceed amount specified in the Task Order and in accordance with Article 7. Unused amounts of these Optional Services monies shall be retained by CITY.
- 6.1.2 Reimbursable Expenses. CITY will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to the maximum not-to-exceed amount specified in the Work Authorization. Unused amounts of those monies shall be retained by CITY.
- 6.1.3 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit B and are further described in Section 6.2.
- 6.1.4 Subconsultant Fees. CONSULTANT shall bill CITY for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 6.2 and Reimbursable Expenses defined in Section 6.3. CONSULTANT shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

- 6.1.5 Phased Amounts. Payments for Services shall be paid out in accordance with the project's phasing specified in the Task Order and shall not exceed the amount set forth in the Task Order. The invoiced fee amount for each phase will be subject to retainage as set forth in Section 6.5.
- 6.2 Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Task Order issued under this Agreement, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be CONSULTANT's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 6.2 inclusive of the subsections below.
- 6.2.1 CONSULTANT shall require all of its Subconsultants to comply with the requirements of Section 6.2.
- 6.2.2 Salary Costs for CONSULTANT and Subconsultants as shown in Exhibit C are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for CONSULTANT or any Subconsultant, CONSULTANT shall reimburse CITY based upon the actual costs determined by the audit. CITY may withhold the amount CONSULTANT is required to reimburse CITY from any payment due CONSULTANT.
- 6.3 Reimbursable Expenses. For reimbursement of any other direct non-salary expenses directly attributable to any Task Order permitted under this Agreement, CONSULTANT agrees to adhere to Section 112.061, Florida Statutes (2025), as may be amended or revised, except to the extent otherwise stated herein. CITY shall not be liable for any such expenses that have not been approved in advance and in writing in a Task Order. Reimbursable Subconsultant expenses must also comply with the requirements of this section. Travel expenses are not allowed.
- 6.3.1 Direct non-salary expenses, entitled Reimbursable, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by CONSULTANT and CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a Task Order previously billed, exceeds the amount allocated for such Task Order

shall be the responsibility of CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for CONSULTANT, its staff and Subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Subconsultants' various offices are not reimbursable under this Agreement.

#### 6.4 Method of Billing

6.4.1 For Maximum Amount Not-To-Exceed Compensation. CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. The statement shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services authorized by the operative Task Order. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 6.5 Method of Payment

6.5.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices and billing statements must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator.

6.5.2 Unless otherwise provided in this section, retainage in the amount of five percent (5%) of each invoice shall be retained by CITY until satisfactory completion of the applicable phase. When the Services to be performed on all phases under a Task Order are fifty percent (50%) complete, upon written request by CONSULTANT and written approval by the Contract Administrator that the Services are progressing in a satisfactory manner,

the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

6.5.3 Upon CONSULTANT's completion of each phase to the satisfaction of the Contract Administrator, CITY shall remit to CONSULTANT any amounts withheld as retainage for that phase. Final payment under each Task Order must be approved by the Chief Procurement Officer.

6.6 Fiscal Year. The continuation of this Agreement beyond the end of any CITY fiscal year (October 1 through September 30) is subject to appropriation and the availability of funds.

6.7 CONSULTANT shall pay Subconsultants and suppliers providing Services under any Work Authorization issued in accordance with this Agreement within fifteen (15) days following receipt of payment from CITY for such subcontracted work or supplies. If CONSULTANT withholds an amount as retainage from a Subconsultant or supplier, CONSULTANT shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from CITY. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to all Subconsultants and suppliers. CONSULTANT shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

6.8 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

The City shall make payment to the CONSULTANT through utilization of the CITY's Purchasing Card (P-Card) Program. The CITY has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the CITY's P-Card. CONSULTANT will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, CONSULTANT must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the CITY. All costs associated with the CONSULTANT's participation in this purchasing program shall be borne by the CONSULTANT. The CITY reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance:

CONSULTANT agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

CONSULTANT and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the CITY. Failure to produce documentation could result in termination of the Agreement.

ARTICLE 7  
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 7.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the CITY's Code of Ordinances and applicable CITY resolutions.
- 7.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under an operative Task Order. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the CITY Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.
- 7.3 If a dispute between the Contract Administrator and CONSULTANT arises over whether any work requested by CITY is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to City Manager or the City Manager's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed work.

ARTICLE 8  
REPRESENTATIONS AND WARRANTIES

- 8.1 Representation of Authority. CONSULTANT represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CONSULTANT, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CONSULTANT has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to CONSULTANT. CONSULTANT further represents and warrants that execution of this Agreement is within CONSULTANT's legal powers, and each individual executing this Agreement on behalf of CONSULTANT is duly authorized by all necessary and appropriate action to do so on behalf of CONSULTANT and does so with full legal authority.
- 8.2 Solicitation Representations. CONSULTANT represents and warrants that all statements and representations made in CONSULTANT's proposal, bid, or other supporting documents submitted to CITY in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or

evaluation process, were true and correct when made and are true and correct as of the date CONSULTANT executes this Agreement, unless otherwise expressly disclosed in writing by CONSULTANT.

- 8.3 Contingency Fee. CONSULTANT represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes (2025), as may be amended or revised, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.
- 8.4 Truth-In-Negotiation Representation. CONSULTANT's compensation under this Agreement is based upon its representations to CITY, and CONSULTANT certifies that the wage rates, factual unit costs, and other information supplied to substantiate CONSULTANT's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date CONSULTANT executes this Agreement. CONSULTANT's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 8.5 Public Entity Crimes Act. In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.
- 8.6 Scrutinized Companies List. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is

not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as 57 provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

8.7 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

8.8 Warranty of Performance. CONSULTANT represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. CONSULTANT represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.9 Breach of Representations. In entering into this Agreement, CONSULTANT acknowledges that CITY is materially relying on the representations and warranties of CONSULTANT stated in this Article. CITY shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, CITY shall have the right, at its sole discretion, to terminate this Agreement without any further liability to CONSULTANT, to deduct from the compensation due CONSULTANT under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to CONSULTANT under this Agreement. Furthermore, a false representation may result in debarment from CITY's competitive procurement activities.

ARTICLE 9  
TERMINATION

- 9.1 Termination for Cause. This Agreement or any Task Order issued under this Agreement may be terminated for cause by the CITY if CONSULTANT has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City Commission. Termination for convenience by the City Commission shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Task Order was approved by City Commission action, termination for cause by CITY of the Agreement or Task Order, as applicable, must be by action of the City Commission or the City Manager; in all other instances termination for cause may be affected by the City Manager, the CITY representative expressly authorized under this Agreement, on behalf of CITY. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement or any Task Order issued under this Agreement may be terminated for cause by CITY for reasons including, but not limited to, any of the following:
- 9.2.1 CONSULTANT's failure to suitably perform the work, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Task Order, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices.
- 9.2.2 If CONSULTANT is a "scrutinized company" pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, if CONSULTANT is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes (2025), or if CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.
- 9.4 Termination for Convenience. If this Agreement or any Task Order issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any Services properly performed under this Agreement or operative Task Order

through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. CONSULTANT acknowledges and agrees that it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

- 9.5 In addition to any right of termination stated in this Agreement, CITY shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.
- 9.6 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed items. CONSULTANT shall have no right to terminate this Agreement for convenience of CONSULTANT.

## ARTICLE 10 INSURANCE

### 10.1 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors. The CITY, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

#### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's

insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the

CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

#### ARTICLE 11

#### MINORITY AND DISADVANTAGED PARTICIPATION; NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by minority and women business firms in CITY projects, and in the purchase of goods and services. CONSULTANT shall make a

good faith effort to help the CITY maintain and encourage Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) participation levels consistent with such historical levels and market conditions. CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

- 11.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability) and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or in consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

## ARTICLE 12 MISCELLANEOUS

- 12.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with CONSULTANT to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this

Agreement, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more CITY employees with authority pertaining to day-to-day project management or activities for each Work Authorization. CONSULTANT shall notify Contract Administrator in writing of CONSULTANT's representative(s) to whom matters involving the Work Authorization shall be addressed.

## 12.2 Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

## 12.3 Ownership of Documents

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes (2025), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

#### 12.4 Public Records

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULVEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

CONSULTANT shall comply with public records laws, and CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### 12.5 Audit Rights and Retention of Records

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

## 12.6 Subconsultants

12.6.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.

12.6.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- Green Dade, Inc.
- Keith and Associates, Inc.
- Thomas Geotechnical Services, LLC
- HML Public Outreach, LLC
- Delta Consultants, LLC

## 12.7 Assignment and Performance

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the Work required by this Agreement except as authorized pursuant to Section 12.6.

CONSULTANT represents that all persons delivering the services required by this

Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.8 Indemnification of City

12.8.1 The CONSULTANT agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by CONSULTANT under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

12.8.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.8.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 12.8.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

## 12.9 Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements

whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 12.10 Notices

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested or a recognized overnight or express delivery service provider addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

To the CITY:

Brad Kaine, Director  
Public Works Department  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5806  
Email: [bkaine@fortlauderdale.gov](mailto:bkaine@fortlauderdale.gov)

With a copy to:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5364

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5037

To the CONSULTANT:

Brian Russell, P.E.  
Vice President  
Michael Baker International, Inc.  
110 E. Broward Boulevard, Suite 1700  
Fort Lauderdale, Florida 33301  
Telephone: (904) 380-2807  
Email: [brussell@mbakerintl.com](mailto:brussell@mbakerintl.com)

#### 12.11 Consultant's Staff

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 12.12 Independent Contractor

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.13 Third-Party Beneficiaries

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.14 Conflicts

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or

prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

#### 12.15 Contingency Fee

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 12.16 Waiver of Breach and Materiality

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.17 Compliance with Laws

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 12.18 Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.19 Joint Preparation

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.20 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.21 Applicable Law and Venue and Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.22 Solicitation and Exhibits

The solicitation, CONSULTANT's response to the solicitation and each Exhibit referred to in this Agreement form an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.23 One Original Agreement

This Agreement shall be executed in one (1) signed Agreement, treated as an

original.

#### 12.24 Attorney Fees

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

#### 12.25 Permits, Licenses and Taxes

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

#### 12.26 Environmental, Health and Safety

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### 12.27 Standard of Care

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

#### 12.28 Truth-In-Negotiation Certificate

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and

current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

#### 12.29 Evaluation

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

#### 12.30 Statutory Compliance

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

#### 12.31 Intellectual Property

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT's sole expense, counsel being subject to the CITY's approval, the CITY, its employees, officers, elected officials, appointed officials, agents, and volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 12.32 Representation of Authority

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this

Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

### 12.33 Non-Discrimination

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### 12.34 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the CONSULTANT, or any subconsultant who has a good faith

belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

#### 12.5 Foreign Countries of Concern


As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

**[THIS SPACE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.


**CITY**

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation

By:   
RICKELLE WILLIAMS  
City Manager


Date: 3-23-26

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
Shari L. McCartney, City Attorney

By:   
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONSULTANT**

**MICHAEL BAKER INTERNATIONAL, INC.**, a Pennsylvania corporation authorized to transact business in the state of Florida

WITNESSES:

Blair Geores  
Signature

Blair Geores  
Print Name

S. Timmons  
Signature

Sheila Timmons  
Print Name

By: [Signature]  
BRIAN RUSSELL, P.E.  
Vice President

ATTEST:

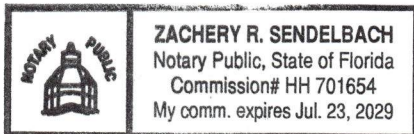
By: Terri A. Vojnovich  
~~Secretary~~ Terri A. Vojnovich, Assistant Secretary

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF St. Johns :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of February, 2026, by **Brian Russell, P.E.**, as **Vice President**, for **Michael Baker International, Inc.**, a Pennsylvania corporation authorized to transact business in the state of Florida.



[Signature]  
(Signature of Notary Public - State of Florida)

Zachery R Sendelbach  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced: FLDL

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Purpose**

The City is seeking qualified, experienced, and licensed firm(s) to provide Professional Engineering Consulting Services related to a continuing contract for Bridge Design and Miscellaneous Structural Engineering Services for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

The Bridge Design Services covered under this Agreement includes but is not limited to:

1. Replacement of SE 13th Street Bridge - ID:865765
2. Replacement of NE 1st Street Bridge- ID:865727
3. Replacement of the Bayview Longboat Inlet Bridge - ID:865708

The following is a list of Miscellaneous Structural Engineering Services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects.

The Work to be accomplished under this Agreement includes, but is not limited to, site survey, geotechnical investigation, preliminary design sketches, public involvement, detailed structural analysis, development of construction drawings, technical specifications for materials and construction methods, preparing construction cost estimates, permitting, utility coordination and utility relocation design, drainage design, preparing bidding documents post design services, preparing final load rating analysis as per FDOT standards and Construction Engineering Inspection (CEI) services. A consulting firm, or its affiliate, serving as the Engineer of Record (EOR) on a project shall not be considered eligible to compete as the prime consultant for Construction Engineering and Inspection (CEI) services on the same project. The consulting firm selected to conduct feasibility studies for the potential implementation of a subsequent project, participate in the drafting of a solicitation, or develop a program for future implementation, shall not be eligible for the award of any other contracts related to that specific subject matter.

This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experienced, qualified, and able to perform:

#### **Scope of Services**

The selected Consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services for City of Fort Lauderdale owned seawalls, bulkheads, bridges,

water/wastewater structures, and other miscellaneous structures. The Projects include, but are not limited to, structural inspection, condition assessment, evaluation of structural integrity, developing master plans, designing new structures with complete replacement phasing stages, and designing the rehabilitation and strengthening existing structures using conventional and advanced materials, such as composites and fiber reinforced polymers, analysis, evaluation, load rating, preparation of construction documents and support for all structures, permitting, bidding, bid evaluation, cost estimation and construction administration (CEI) related to contracts for Structural Engineering Services where the consultant is not the Engineer of Record. Additional services, including grant application and staff augmentation will also be required. Previous experience in developing innovative and sustainable design preferred.

- The Consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services to the City using the assistance of subconsultants if needed.
- The Consultant shall carry out the responsibilities delineated in each project's scope of services and shall provide such services, as needed, to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders.
- The Consultant may propose utilizing sub-consultants for technical assistance necessary to develop work if needed.

The summary of services required from the Consultant are presented below:

1. Nondestructive testing, underwater inspection, nonlinear finite element analysis, and integrity assessment of structural elements.
2. Assessment of structures and preparation of master plans with short-term and long-term repair and replacement recommendations. The master plans shall include planning level design documents including sketches, preliminary descriptions of work to be performed, and cost estimates.
3. Review and utilize the findings of the surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment and rating of the various structural components.
4. Analysis, design, evaluation, inspection of concrete, steel, metal, timber, and masonry structures and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures in accordance with relevant Building Codes and applicable standards.
5. Design of repair/strengthening techniques and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures.
6. Perform structural feasibility studies.

7. Recommend routine maintenance, operational practices, and repairs and/or enhancements that would appreciably extend the remaining structure's service life.
8. Design of foundation systems for various structures including concrete spread footings, toe wall footings, mat foundation, auger cast piles, steel piles, and precast concrete piles.
9. Conduct field inspections of all structural elements and prepare designs and specifications for appropriate repairs and replacements.
10. Perform evaluation, analysis and recommendations for soil strengthening and remediation.
11. Provide cost estimates for proposed design and improvements at various stages (30% complete, 60% complete, 90% complete, and 100% complete) of a project.
12. Construction management and assisting City staff with bidding and bid evaluation.
13. Consultant Services for Public Outreach and public meetings services.
14. Utility Coordination and Subsurface utility engineering (SUE) to identify a potential utility conflict.
15. Preparation of a Project Manual containing pertinent documents (i.e., Plans, Permits, Calculations, Reports) as well as backup information (such as correspondence, Meeting minutes, etc.) and supporting design decisions.

All Work will normally be performed by the Consultant at an off-site location. The Consultant will be required to provide their own equipment.

### **Schedule**

The Consultant will submit a preliminary project schedule for each Project. The schedule shall be prepared in Microsoft Project and will utilize an estimated Notice-to-Proceed (NTP). The Project schedule will cover the full duration of the Scope of Services for each Project.

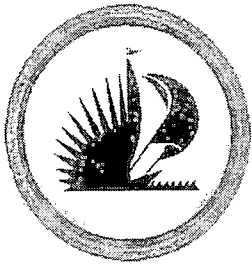
### **Quality Control**

The Consultant is responsible for the quality control (QC) of their work and of its subconsultants. The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services. It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all deliverables required.

**EXHIBIT "B"**

**HOURLY BILLING RATES**

**SEE BELOW**



## Event # 423-2

**Name:** Bridge Design & Miscellaneous Structural Engineering Svcs

**Description:** The City of Fort Lauderdale, FL (City) is seeking qualified, experienced, and licensed firm(s) to provide Bridge Design and Miscellaneous Structural Engineering Services for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

This project is located at various sites within the City of Fort Lauderdale. The scope of work under this contract includes, but is not limited to, Bridge Design, conducting site surveys, performing geotechnical investigations, developing preliminary design sketches, facilitating public involvement, conducting detailed structural analysis, preparing construction drawings, and creating technical specifications for materials and construction methods.

**Buyer:** PASCUAL, YESENIA

**Status:** Pending Award

**Event Type:** RFQ

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** No

**Q & A Allowed:** Yes

**Number Of Amendments:** 2

**Display Bid Tabulation:** Do Not Display

## Event Dates

**Preview:**

**Q & A Open:** 02/18/2025 04:01:00 PM

**Open:** 02/18/2025 04:00:00 PM

**Q & A Close:** 03/20/2025 05:00:00 PM

**Close:** 03/27/2025 02:00:00 PM

**Dispute Close:**

## Questions

| Question  | Response Type | Attachment                    |
|---|---------------|-------------------------------|
| Have you completed and attached required forms?   | Yes No        | Event 423- Required Forms.pdf |
| The attached Anti-Human Trafficking Affidavit will be requested by the city from the awarded Bidder. This is an exhibit only and not needed as part of your initial bid response. | Yes No        | ANTI-H~1.PDF                  |

## Attachments

## Event # 423-2: Bridge Design & Miscellaneous Structural Engineering Svcs

| Name   | Description                                   | Attachment                                       |
|--|---|--|
| Event 423-Bridge Design & Misc. Solicitation | Event 423- Bridge Design & Misc. Solicitation | Event 423-Bridge Design & Misc. Solicitation.pdf |
| Event 423- Sample Agreement                  | Event 423- Sample Agreement                   | Event 423-Sample Agreement.pdf                   |
| Addendum #1                                  | Addendum #1                                   | Addendum #1.pdf                                  |
| Addendum #2                                  | Addendum #2                                   | Addendum #2.pdf                                  |

### Contacts

| Name            | Email Address               |
|-----------------|-----------------------------|
| YESENIA PASCUAL | ypascual@fortlauderdale.gov |

### Commodity Codes

| Commodity Code | Description  |
|----------------|--|
| 570            | METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPE |
| 750-62         | Permanent Metal Deck Forms (PMDf) for Bridge Deck            |
| 906-38         | General Construction - Architectural                         |
| 913-13         | Construction, Bridge and Drawbridge (Includes Reconstruction |
| 913-66         | Maintenance and Repair, Bridges                              |
| 914-79         | Structural and Reinforcement Steel                           |
| 925-13         | Bridge Engineering   |
| 925-56         | Inspecting, Structural/Engineering                           |
| 925-88         | Structural Engineering                                       |

### Line Details

#### Line 1: BRIDGE #865708

# Event # 423-2: Bridge Design & Miscellaneous Structural Engineering Svcs

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**Description:** BAYVIEW DRIVE BRIDGE- Bayview Dr. North of NE 55th PL, Fort Lauderdale, FL

**Item:** BRIDGE #865708 331.P12790

**Commodity Code:** 906-38 General Construction - Architectural

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 1.0000

**Unit of Measure:** EA

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 2: Bridge #865765

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**Description:** SE 13th Street Bridge- SE 13th Street and 100 feet east of Cordova Road, Fort Lauderdale, FL

**Item:** BRIDGE #865765 331.P12791

**Commodity Code:** 906-38 General Construction - Architectural

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 1.0000

**Unit of Measure:** EA

**Require Response:** No

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 3: Bridge #865727

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**Description:** NE 1st Bridge - NE 1st Street and 200 feet east of Victoria Park Road, Fort Lauderdale, FL

**Item:** BRIDGE #865727 331.P12597

**Commodity Code:** 906-38 General Construction - Architectural

**Manufacturer Code:** MFC

**Division:** DIV

**Event # 423-2: Bridge Design & Miscellaneous Structural Engineering Svcs**

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**Quantity:** 1.0000

**Unit of EA  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

Request for Qualifications

**RFQ/EVENT# 423**

**Bridge Design and Miscellaneous Structural Engineering Services,  
Continuing Services Contract**

Pursuant to Section 287.055  
Consultants' Competitive Negotiation Act (CCNA)

**City of Fort Lauderdale**



**Yesenia Pascual**  
**PROCUREMENT SPECIALIST**  
Telephone: (954) 828-5257 E-mail: [Ypascual@fortlauderdale.gov](mailto:Ypascual@fortlauderdale.gov)

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Bridge Design and Miscellaneous Structural Engineering Services for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ), as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

### 1.2 Online Strategic Sourcing Platform

The City uses an on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the on-line strategic sourcing platform. Proposers are strongly encouraged to read the various supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform. There is no charge to proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's on-line strategic sourcing platform.

### 1.3 Electronic Proposal Openings

This solicitation will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

### 1.4 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

### 1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division  
Attn: Yesenia Pascual –Sr. Procurement Specialist  
101 NE 3<sup>rd</sup> Ave., Suite 1650  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5257  
E-mail: [ypascual@fortlauderdale.gov](mailto:ypascual@fortlauderdale.gov)

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A forum provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if

any, to the scope of services or proposal procedures will only be transmitted by written addendum. **Consultants please note:** Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. Submission of a proposal will be considered evidence that the Consultant has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this Solicitation. The questions and answers submitted on the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFQ.

**1.6 Debarred or Suspended Bidders or Proposers**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

**1.7 Prohibition Against Contracting with Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a proposal, or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**END OF SECTION**

## SECTION II – GENERAL TERMS AND CONDITIONS

### 2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by the City's online strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's online strategic sourcing platform as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.2 Changes and Alterations

Consultant may change or withdraw a proposal at any time prior to the proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

### 2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

### 2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Agreement.

### 2.5 Acceptance of Responses/Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

## 2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## 2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## 2.8 Minimum Qualifications

Firms shall be in the business of providing Bridge Design and Miscellaneous Structural Engineering Services in Florida for at least five (5) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.8.1** Proposer or principals shall have relevant experience in constructing additions/modifications to existing public buildings. Project manager assigned to the work must have at least **five (5)** years' experience in Bridge Design and Miscellaneous Structural Engineering Services and has served as project manager on similar projects.

**2.8.2** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.8.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.8.4** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.8.5** Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service.

## 2.9 Lobbying Activities

**ALL CONSULTANTS PLEASE NOTE:** Any consultant submitting a response to this solicitation must comply, if applicable, with Chapter 2, Article VIII, Lobbying Activities, of the Code of Ordinances of the City of Fort Lauderdale, Florida, which can be viewed at [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2A](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2A)

D ARTVIIILOAC S2-260INPU, and City of Fort Lauderdale Resolution No. 07-101, which can be viewed at <https://www.fortlauderdale.gov/home/showpublisheddocument/6038/635514782857730000>. Copies may be also be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## **2.10 Protest Procedure**

**2.10.1** Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

**2.10.2** The complete Protest Ordinance may be found on the City's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.11. Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Consultant shall result in cancellation of the City purchase and may result in Consultant debarment.

## **2.12 Sub-Consultants**

**2.12.1** A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A sub-consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its proposal, the major sub-consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a sub-consultant shall be borne solely by the successful consultant and insurance for each sub-consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its sub-consultants is considered to be employees or agents of the City. Failure to list all sub-consultants and provide the required information may disqualify any proposed sub-consultant from performing work under this RFQ.

**2.12.2** Consultants shall include in their responses, the requested sub-consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant

shall provide a list confirming the sub-consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-consultant, the services sub-consultant will provide relative to any contract that may result from this RFQ, sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

**2.13 Local Business Preference – N/A**

**2.14 Disadvantaged Business Enterprise Preference – N/A**

**2.15 Insurance Requirements –**

A As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Watercraft Liability (Protection and Indemnification)

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement,

it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND PROPOSAL NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

**2.16 Insurance – Sub-consultants**

Consultant shall require all of its sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

**2.17 Award of Contract**

A. Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft/sample agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one consultant as is in the City's best interest.

**2.18 Modification of Services**

**2.18.1** While this contract is for services provided to the Department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.18.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.18.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.18.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.19 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.20 Unauthorized Work**

The Successful Consultant(s) shall not begin work until a contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award.

**2.21 Contract Agreement**

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this RFQ.

**2.22 Contract Term**

The initial contract term shall commence upon date of award by the City and shall expire three (3) years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for two (2) consecutively one (1) year renewal terms providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **two hundred and seventy (270) days** beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.23 Payment Method**

The City shall make payment to the Consultant through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the Purchasing Card in the same manner as other credit card purchases.

Accordingly, Consultant must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Consultant's participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

**2.24 Payment Card Industry (PCI) Compliance**

Consultant agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Consultant and/or any subconsultant that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

#### **2.25 Invoices/Payment**

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City.

#### **2.26 Prohibition Against Contingent Fees**

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

#### **2.27 Indemnity/Hold Harmless Agreement**

The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

#### **2.28 Substitution of Personnel**

It is the intention of the City that the Proposer's personnel proposed for the contract will be available for the contract term. In the event the Proposer wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 of the General Conditions.

#### **2.29 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this Contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

#### **2.30 Canadian Companies**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives

any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.31 Instructions**

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through the City's online strategic sourcing platform as stated in Section 4.1.

### **2.32 Discrepancies, Errors and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

### **2.33 Non-Discrimination**

The Consultant shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Consultant certifies and represents that the Consultant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida

### **2.34 E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**2.35 ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES**

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

**END OF SECTION**

## SECTION III - SCOPE OF SERVICES

### 3.1 Purpose

The City is seeking qualified, experienced, and licensed firm(s) to provide Professional Engineering Consulting Services related to a continuing contract for Bridge Design and Miscellaneous Structural Engineering Services for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

The Bridge Design Services covered under this contract includes but is not limited to:

1. Replacement of SE 13th Street Bridge - ID:865765
2. Replacement of NE 1st Street Bridge- ID:865727
3. Replacement of the Bayview Longboat Inlet Bridge - ID:865708

The following is a list of Miscellaneous Structural Engineering Services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects.

The work to be accomplished under this contract includes, but is not limited to, site survey, geotechnical investigation, preliminary design sketches, public involvement, detailed structural analysis, development of construction drawings, technical specifications for materials and construction methods, preparing construction cost estimates, permitting, utility coordination and utility relocation design, drainage design, preparing bidding documents post design services, preparing final load rating analysis as per FDOT standards and Construction Engineering Inspection (CEI) services. A consulting firm, or its affiliate, serving as the Engineer of Record (EOR) on a project shall not be considered eligible to compete as the prime consultant for Construction Engineering and Inspection (CEI) services on the same project. The consulting firm selected to conduct feasibility studies for the potential implementation of a subsequent project, participate in the drafting of a solicitation, or develop a program for future implementation, shall not be eligible for the award of any other contracts related to that specific subject matter.

This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

### 3.2 Scope of Services

The selected consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services for City of Fort Lauderdale owned seawalls, bulkheads, bridges, water/wastewater structures, and other miscellaneous structures. The projects include, but are not limited to, structural inspection, condition assessment, evaluation of structural integrity, developing master plans, designing new structures with complete replacement phasing stages, and designing the rehabilitation and strengthening existing structures using conventional and advanced materials, such as composites and fiber reinforced polymers, analysis, evaluation, load rating, preparation of construction documents and support for all structures, permitting, bidding, bid evaluation, cost estimation and construction administration (CEI) related to contracts for Structural Engineering Services where the consultant is not the Engineer of Record. Additional services, including grant

application and staff augmentation will also be required. Previous experience in developing innovative and sustainable design preferred.

- The consultant shall provide Bridge Design and Miscellaneous Structural Engineering Services to the City using the assistance of sub-consultants if needed.
- The consultant shall carry out the responsibilities delineated in each project's scope of services and shall provide such services, as needed, to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders.
- The consultant may propose utilizing sub-consultants for technical assistance necessary to develop work if needed.

The summary of services required from the Consultant are presented below:

1. Nondestructive testing, underwater inspection, nonlinear finite element analysis, and integrity assessment of structural elements.
2. Assessment of structures and preparation of master plans with short-term and long-term repair and replacement recommendations. The master plans shall include planning level design documents including sketches, preliminary descriptions of work to be performed, and cost estimates.
3. Review and utilize the findings of the surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment and rating of the various structural components.
4. Analysis, design, evaluation, inspection of concrete, steel, metal, timber, and masonry structures and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures in accordance with relevant Building Codes and applicable standards.
5. Design of repair/strengthening techniques and development of construction documents for all types of structures such as buildings, bridges, seawalls, and water and wastewater plant structures.
6. Perform structural feasibility studies.
7. Recommend routine maintenance, operational practices, and repairs and/or enhancements that would appreciably extend the remaining structure's service life.
8. Design of foundation systems for various structures including concrete spread footings, toe wall footings, mat foundation, auger cast piles, steel piles, and precast concrete piles.
9. Conduct field inspections of all structural elements and prepare designs and specifications for appropriate repairs and replacements.
10. Perform evaluation, analysis and recommendations for soil strengthening and remediation.
11. Provide cost estimates for proposed design and improvements at various stages (30% complete, 60% complete, 90% complete, and 100% complete) of a project.

12. Construction management and assisting City staff with bidding and bid evaluation.
13. Consultant Services for Public Outreach and public meetings services
14. Utility Coordination and Subsurface utility engineering (SUE) to identify a potential utility conflict.
15. Preparation of a Project Manual containing pertinent documents (i.e., Plans, Permits, Calculations, Reports) as well as backup information (such as correspondence, Meeting minutes, etc.) and supporting design decisions.

All work will normally be performed by the consultant at an off-site location. The consultant will be required to provide their own equipment.

### **3.3 Schedule**

The Consultant will submit a preliminary project schedule for each Project. The schedule shall be prepared in Microsoft Project and will utilize an estimated Notice-to-Proceed (NTP) The project schedule will cover the full duration of the scope of services for each project.

### **3.4 Quality Control**

The Consultant is responsible for the quality control (QC) of their work and of its subconsultants. The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services. It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all deliverables required.

**END OF SECTION**

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

4.1.1 The City uses an on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from an on-line strategic sourcing platform. Proposers are strongly encouraged to read the various supplier tutorial available in the on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the system. The City shall not be responsible for a proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the on-line strategic sourcing platform.

**All proposals must be submitted electronically.**

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed

4.1.3 All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the

Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers responses be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

**Note:** Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### **4.2.3 Firm Qualifications and Experience**

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. A Standard Form 330 may be used to provide this information. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

#### **4.2.4 Qualifications of the Project Team**

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing this information on an organizational chart is recommended. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, including sub-consultants to be assigned to each project. Explain how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Each resume should not exceed two (2) pages in length. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

#### **4.2.5 Approach to Scope of Work**

- Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.
- Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.
- Also provide information on your firm's current workload and how this project will fit into your workload. Describe the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.
- Describe available facilities, technological capabilities and other available resources you offer for the project.
- Provide a proposed (realistic) schedule from Notice to proceed until the construction drawings are issued. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary.

#### **4.2.6 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Name of Project
- Description of work. (types of projects completed)
- Year(s) the projects were completed

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

**4.2.7 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

**4.2.8 Sub-consultants**

Consultant must clearly identify any sub-consultants that may be utilized during the term of this contract.

**4.2.9 Required Forms**

**a. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage.

**b. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

**c. Non-Discrimination Certification Form**

**d. E-Verify Affirmation Statement**

**e. Contract Payment Method [if applicable]**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**f. Bid/Proposal Certification**

Complete and attach the Certification

**g. Affidavit of Compliance with Foreign Entity Laws**

**4.3** By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

**4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**END OF SECTION**

## **SECTION V - EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** If the City Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

### **5.2 Evaluation Criteria**

- 5.2.1** Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

### 5.2.3 Weighted Criteria

| <u>Criteria</u>  | <u>Percentage</u> |
|--|-------------------|
| <b>Qualifications of Firm and Team</b><br>Describe the qualifications and relevant experience of the proposed Project Manager, and all key staff to be assigned to this contract. Provide resumes and include qualifications and relevant experience of all proposed staff and subconsultants' key staff to be assigned to this Project. Include proposed Project Team's roles and/or position titles, staff names, certifications, and licenses, if any, area of expertise for the Project, years of experience, and lines of authority and previous experience with Bridge Design and Miscellaneous Structural Engineering Services.   | 25%               |
| <b>Experience and Past Performance with Bridge Design and Miscellaneous Structural Engineering Services</b><br>Describe experience with Bridge Design and Miscellaneous Structural Engineering projects including, scope, duration, status of satisfactory completion, both on time and within budget, for the past five (5) years. Provide a minimum of three (3) Bridge Design and Miscellaneous Structural Engineering projects with references to show support of qualifications and previous experience.  | 35%               |
| <b>Approach to Scope of Work</b><br>Describe the Prime's proposed understanding and approach to preparation of the design for the City's Bridges and Miscellaneous Structural Engineering Services. Identify the project scope challenges, key milestones, and any potential issues related to the scope.  | 30%               |
| <b>Workload of the Firm</b><br>For the Prime Consultant only, List all completed and active projects that Consultant has managed within the past five (5) years. In addition, list all projected projects that Consultant will be working on in the near future. Projected projects will be defined as project(s) that the Consultant is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Consultant worked on concurrently. Describe Consultant's approach to managing these projects. Were there or will there be any challenges for any of these listed projects? If so, describe how vendor dealt with or will deal with projects' challenges. | 10%               |

**TOTAL**

**100%**

**5.3 Contract Award**

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

**END OF SECTION**

AGREEMENT

between

**City of Fort Lauderdale**

and

**(company name)**

for

**Bridge Design and Miscellaneous Structural Engineering  
Services, Continuing Services Contract**

**RFO EVENT NO. 423**

**PROJECT NO. P12790/ P12597/ P12791**

SAMPLE AGREEMENT

## AGREEMENT

THIS IS AN AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

(COMPANY NAME) a \_\_\_\_\_,  
Florida company/corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of                     , 2025 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Bridge Design and Miscellaneous Structural Engineering Services, RFO No. 423, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1

#### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated                     , 2025 and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the

Contractor at the Project.

- 1.4 CHANGE ORDER: A written order executed by both Parties to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: ~~XXXXXXXXXXXXXXXXXXXX~~, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The Public Works Director for the City of Fort Lauderdale.
- 1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard

of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

- 1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.23 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.26 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

## ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2022), CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2022), and has selected CONSULTANT to perform services hereunder.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Bridge Design and Miscellaneous Structural Engineering Services, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not

delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4  
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2022), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5  
PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications No. RFQ Event No.423.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications No. RFQ Event No.423.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6  
TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents;  
and

- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

#### ARTICLE 7

#### TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire THREE (3) years from that date. The City reserves the right to extend the contract for TWO (2) consecutive ONE (1) Year renewal terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8  
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual

cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon

CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

### 8.3 METHOD OF BILLING

#### 8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

### 8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

ARTICLE 9  
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10  
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT

will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.

- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
- 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent

(15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11  
CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2022). They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of

the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are

employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### 12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

#### 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

#### 12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the

Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

## 12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy

proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT. CHECK THIS

#### 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2022), or to extend the CITY's liability beyond the limits established in said Section 768.28 (2022), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted

as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent CONSULTANTS.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain

no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Watercraft Liability (Protection and Indemnification)

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

CITY of Fort Lauderdale  
c/o Procurement Division  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-

insured retention, or coverage exclusion or limitation. Any costs for including the CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent CONSULTANTS and subconsultants comply with these insurance requirements. All coverages for independent CONSULTANTS and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONTRACTOR. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

## 12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

#### 12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

#### 12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

#### 12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO**

**THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**12.25 SOLICITATION AND EXHIBITS**

The solicitation, CONSULTANT's response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT's response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

**12.26 ONE ORIGINAL AGREEMENTS**

This Agreement shall be executed in one (1), signed Agreement, treated as an original.

**12.27 NOTICES**

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY:

Connie Hayman  
Public Works Department  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Ave.  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-7150  
E-mail: chayman@fortlauderdale.gov

With a copy to: City Manager  
City of Fort Lauderdale  
401 SE 21<sup>st</sup>. St.

Fort Lauderdale, FL 33316  
Telephone: (954) 828-5364

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1650  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5037

CONSULTANT: NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and

regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### 12.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

#### 12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

#### 12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

#### 12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

#### 12.35 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba

Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as 57 provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

#### 12.36 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### 12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

**12.39 REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

**12.40 NON-DISCRIMINATION**

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**12.41 E-VERIFY**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records

requirements of this Agreement.

2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes as may be amended or revised.

**THIS SPACE WAS INTENTIONALLY LEFT BLANK**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY**

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
Susan Grant  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

SAMPLE AGREEMENT

WITNESSES:

COMPANY, a Florida company/corporation

\_\_\_\_\_

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

Print Name

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

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

\_\_\_\_\_

Print Name

(CORPORATE SEAL)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by (NAME OF AUTHORIZED OFFICER) as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER) for (COMPANY NAME), a Florida (company/corporation).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

SAMPLE A GREENMENT

**EXHIBIT A**

**SCOPE OF SERVICES**

SAMPLE A AGREEMENT

EXHIBIT "B"

HOURLY BILLING RATES

**SEE BELOW**

SAMPLE AGREEMENT

**ADDENDUM NO. 1**

ITB No. 423

TITLE: BRIDGE DESIGN AND MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES

ISSUED: FEBRUARY 27, 2025

This addendum is being issued to make the following change (s):

- Revision of Section 12.9 of the Sample agreement

**CHANGE FROM**

**12.9 INDEMNIFICATION OF CITY**

~~12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.~~

~~12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.~~

~~12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT. CHECK THIS~~

---

**CHANGED TO**

**12.9 INDEMNIFICATION OF CITY**

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, and its agents, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM NO. 2**

ITB No. 423

**TITLE: BRIDGE DESIGN AND MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES**

**ISSUED: FEBRUARY 27, 2025**

This addendum is being issued to make the following change (s):

- The opening date has been changed to March 27<sup>th</sup>, 2025, at 2:00 PM.
- Q & A Close date has changed to March 20<sup>th</sup>, 2025, at 5:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Event 423 - Michael Baker International  
Bridge Design and Miscellaneous Structural  
Engineering Services,**

**Prime -Michael Baker International**

| <b>Classification</b>       | <b>Unit</b> | <b>Final Rates</b> |
|-----------------------------|-------------|--------------------|
| <b>Labor Category</b>       |             |                    |
| Project Executive           | Per Hour    | \$ 254.00          |
| Deputy Project Manager      | Per Hour    | \$ 217.50          |
| QA/QC Manager               | Per Hour    | \$ 217.50          |
| Chief Engineer              | Per Hour    | \$ 247.60          |
| Senior Engineer             | Per Hour    | \$ 197.26          |
| Engineer                    | Per Hour    | \$ 139.48          |
| Designer                    | Per Hour    | \$ 113.86          |
| Technician                  | Per Hour    | \$ 87.97           |
| Administrative              | Per Hour    | \$ 75.52           |
| Certified Cost Professional | Per Hour    | \$ 185.00          |
| Senior Inspector            | Per Hour    | \$ 150.00          |
| Project Controls            | Per Hour    | \$ 90.50           |
| Professional Engineer       | Per Hour    | \$ 176.05          |
| Senior Project Manager      | Per Hour    | \$ 215.71          |

**Subconsultant - KEITH and Associates, Inc.  
dba KEITH**

| <b>Labor Category</b>    |          |           |
|--------------------------|----------|-----------|
| Project Executive        | Per Hour | \$ 254.00 |
| Senior Project Manager   | Per Hour | \$ 215.71 |
| Project Manager          | Per Hour | \$ 166.72 |
| QA/QC Manager            | Per Hour | \$ 200.00 |
| Administrative Assistant | Per Hour | \$ 75.52  |
| Senior Engineer          | Per Hour | \$ 197.26 |
| Professional Engineer    | Per Hour | \$ 176.05 |
| Engineering Designer     | Per Hour | \$ 115.00 |
| Engineering Analyst      | Per Hour | \$ 120.00 |

|                                    |          |           |
|------------------------------------|----------|-----------|
| Senior Utility Coordinator         | Per Hour | \$ 157.87 |
| Utility Coordinator                | Per Hour | \$ 118.15 |
| Utility Coordinator Technician     | Per Hour | \$ 115.00 |
| Utility Coordinator Analyst        | Per Hour | \$ 95.00  |
| Senior Surveyor                    | Per Hour | \$ 181.13 |
| Professional Surveyor              | Per Hour | \$ 141.13 |
| Project Surveyor                   | Per Hour | \$ 140.74 |
| Survey Analyst                     | Per Hour | \$ 109.88 |
| Senior Landscape Architect         | Per Hour | \$ 195.00 |
| Landscape Architect/ Arborist      | Per Hour | \$ 148.54 |
| Landscape Designer                 | Per Hour | \$ 116.31 |
| Landscape Analyst                  | Per Hour | \$ 85.00  |
| Senior Construction Manager        | Per Hour | \$ 200.45 |
| Construction Manager               | Per Hour | \$ 167.39 |
| Senior Inspector                   | Per Hour | \$ 115.78 |
| Inspector                          | Per Hour | \$ 103.23 |
| Senior Subsurface Utility Engineer | Per Hour | \$ 230.00 |
| Subsurface Utility Engineer        | Per Hour | \$ 183.81 |
| Subsurface Utility Technician      | Per Hour | \$ 135.00 |
| Subsurface Utility Analyst         | Per Hour | \$ 95.00  |
| Field Crew Supervisor              | Per Hour | \$ 90.17  |
| Survey Crew                        | Per Hour | \$ 173.00 |
| Drone/LiDAR Crew                   | Per Hour | \$ 118.77 |
| Utility Designating Crew           | Per Hour | \$ 201.67 |

**Subconsultant - Delta Consultants, LLC**

|                       |          |          |
|-----------------------|----------|----------|
| <b>Labor Category</b> |          |          |
| Chief Engineer        | Per Hour | \$216.00 |
| Senior Engineer       | Per Hour | \$187.50 |
| Engineer              | Per Hour | \$108.00 |

**Subconsultant - Green Dade, Inc.**

|                        |          |           |
|------------------------|----------|-----------|
| <b>Labor Category</b>  |          |           |
| Principal              | Per Hour | \$ 217.43 |
| Project Manager        | Per Hour | \$ 166.72 |
| Deputy Project Manager | Per Hour | \$ 188.50 |
| Chief Engineer         | Per Hour | \$ 220.00 |

|                 |          |           |
|-----------------|----------|-----------|
| Senior Engineer | Per Hour | \$ 195.00 |
| Engineer        | Per Hour | \$ 139.48 |
| Designer        | Per Hour | \$ 113.86 |
| Technician      | Per Hour | \$ 87.97  |
| Administrative  | Per Hour | \$ 75.52  |
| Quality Manager | Per Hour | \$ 188.74 |

**Subconsultant - HML Public Outreach**

| Labor Category                          |          |           |
|---|----------|-----------|
| Project Manager/Quality Manager         | Per Hour | \$ 110.00 |
| Community Outreach Specialist           | Per Hour | \$ 95.00  |
| Assistant Community Outreach Specialist | Per Hour | \$ 70.00  |
| Graphic Designer                        | Per Hour | \$ 85.00  |

**Subconsultant -  
Thomas Geotechnical Services, LLC**

| Labor Category                                    |          |           |
|---|----------|-----------|
| Principal   | Per Hour | \$ 175.00 |
| Project Manager                                   | Per Hour | \$ 120.00 |
| Senior Engineer                                   | Per Hour | \$ 130.00 |
| Engineer  | Per Hour | \$ 130.00 |
| Designer (CADD)                                   | Per Hour | \$ 85.00  |
| Technician  | Per Hour | \$ 72.00  |
| Administrative                                    | Per Hour | \$ 75.52  |
| Quality Manager                                   | Per Hour | \$ 85.00  |
| Principal Engineer (If Needed   At Option of PBC) | Per Hour | \$ 175.00 |
| Senior Geotechnical Engineer                      | Per Hour | \$ 130.00 |
| Engineer, PE                                      | Per Hour | \$ 120.00 |
| Staff Engineer                                    | Per Hour | \$ 85.00  |
| Senior Engineering Technician                     | Per Hour | \$ 66.00  |
| Engineering Technician                            | Per Hour | \$ 55.00  |
| Drafter   CADD                                    | Per Hour | \$ 85.00  |

EXHIBIT "B" MAXIMUM BILLING RATES

Event No: RFQ 423

Event Title: Bridge Design and Miscellaneous Structural Engineering Services, Continuing Services Contract

Consultant/Subconsultant Name: KEITH and Associates, Inc. dba KEITH

|   | FIELD TESTING RATES | UNITS | FINAL RATES |
|---|---------------------|-------|-------------|
| 1 | Vacuum Excavations  | Test  | \$450.00/ea |

EXHIBIT "B" MAXIMUM BILLING RATES

Event No: RFQ 423


Event Title: Bridge Design and Miscellaneous Structural Engineering Services, Continuing Services Contract

Consultant/Subconsultant Name: Thomas Geotechnical Services, LLC

|    | SOIL TESTING   | UNITS    | FINAL RATES |
|----|--|----------|-------------|
| 1  | Field Density Test (5 minimum)   | Test     | \$ 30.00    |
| 2  | Proctors   | Test     | \$ 100.00   |
| 3  | Florida Bearing Value Test   | Test     | \$ 45.00    |
| 4  | Limerock Bearing Ratio Test  | Test     | \$ 300.00   |
| 5  | Atterberg Limit  | Test     | \$ 80.00    |
| 6  | Carbonate Content Test   | Test     | \$ 100.00   |
| 7  | Organic Content Test   | Test     | \$ 50.00    |
| 8  | DOT Corrosivity  | Test     | \$ 130.00   |
| 9  | Soil Observation (On Site)   | Hour     | \$ 66.00    |
| 10 | Natural Sample Moisture Content  | Test     | \$ 20.00    |
| 11 | Unit Weight and Moisture Content (Undisturbed Sample)                  | Test     | \$ 50.00    |
|    | <b>CONCRETE &amp; MASONRY MATERIALS</b>                                |          |             |
| 12 | Concrete Compression test (4 cylinders per trip minimum) Prepare       | Set      | \$ 150.00   |
| 13 | Additional Concrete cylinders  | Cylinder | \$ 18.00    |
| 14 | Concrete Compression test only (delivered to lab)                      | Cylinder | \$ 18.00    |
| 15 | Slump test   | Test     | \$ 18.00    |
| 16 | Air Content Test   | Test     | \$ 25.00    |
| 17 | Stand-by   | Hour     | \$ 66.00    |
| 18 | Grout Prism (6 per set) Includes preparation of Prism on site          | Set      | \$ 80.00    |
| 19 | 2" x 2" Mortar Cubes (6 per set) Includes preparation of Cubes on site | Set      | \$ 80.00    |
| 20 | Additional Mortar cubes  | Each     | \$ 18.00    |
| 21 | Masonry Units: Compressive Strength                                    | Unit     | \$ 80.00    |

|                            |   |      |             |
|----------------------------|---|------|-------------|
| 22                         | Masonry Units: Absorption   | Unit | \$ 50.00    |
| 23                         | Concrete Cores (3 Minimum) Secure, Trim & Test                                  | Core | \$ 80.00    |
| 24                         | Concrete Cores (3 Minimum) Testing of core (delivered to lab (inc. trim))       | Core | \$ 50.00    |
| 25                         | Swiss Hammer Testing  | Hour | \$ 66.00    |
| 26                         | Windsor Probe Test (3 Shots Minimum)  | Test | \$ 150.00   |
| 27                         | Additional Windsor Probe Tests  | Test | \$ 100.00   |
| <b>AGGREGATE TESTING</b>   |   |      |             |
| 28                         | Grain size determination: Full grain size (8 sieves)                            | Test | \$ 75.00    |
| 29                         | Grain size determination: Wash through (#200)                                   | Test | \$ 45.00    |
| 30                         | Sieve Analysis - Coarse Aggregate   | Test | \$ 45.00    |
| 31                         | Specific Gravity & Absorption of Fine or Coarse Aggregate                       | Test | \$ 70.00    |
| <b>ASPHALT TESTING</b>     |   |      |             |
| 32                         | Asphalt Cores (obtaining core samples)  | Each | \$ 75.00    |
| 33                         | Asphalt Extraction and Gradation  | Test | \$ 150.00   |
| 34                         | Asphalt Density and Thickness   | Test | \$ 25.00    |
| 35                         | Marshall Stability (Incl density, flow and stability of 3 specimens) (50 blows) | Test | \$ 150.00   |
| 36                         | Coring Machine plus Generator Rental  | Trip | \$ 350.00   |
| 37                         | Superpave Resolution Testing: Rice Testing                                      | Each | \$ 120.00   |
| 38                         | Superpave Resolution Testing: Gyrotory Compaction, bulk specific gravity        | Each | \$ 170.00   |
| <b>INSPECTION SERVICES</b> |   |      |             |
| 39                         | Concrete Inspection (on job-site or plant)                                      | Hour | \$ 55.00    |
| 40                         | Pile Driving Inspection   | Hour | \$ 85.00    |
| 41                         | Pre-Stress Yard Inspection  | Hour | \$ 85.00    |
| 42                         | Steel Inspection  | Hour | \$ 85.00    |
| 43                         | Threshold Inspection  | Hour | \$ 85.00    |
| 44                         | Asphalt Inspection (Plant or Roadway)   | Hour | \$ 85.00    |
| 45                         | PDA (Pile Dynamic Testing Services)   | Test | \$ 1,700.00 |
| 46                         | Helical Pile Inspection   | Hour | \$ 66.00    |
| 47                         | Drill Shaft Logging I Inspection Services                                       | Hour | \$ 85.00    |
| <b>FIELD EXPLORATIONS</b>  |   |      |             |
| 48                         | Auger Borings   | LF   | \$ 10.00    |
| 49                         | Hand Augers   | LF   | \$ 12.00    |
| 50                         | Standard Penetration Tests - Truck Rig (0' - 50')                               | LF   | \$ 13.00    |
| 51                         | Standard Penetration Tests - Truck Rig (51' - 100')                             | LF   | \$ 15.00    |
| 52                         | Grout bore holes (0' - 50')   | LF   | \$ 6.00     |
| 53                         | Grout bore holes (51' - 100')   | LF   | \$ 7.00     |
| 54                         | Casing (0' - 50')   | LF   | \$ 7.00     |
| 55                         | Casing (51' - 100')   | LF   | \$ 9.00     |
| 56                         | Static Cone Penetration Test (0' - 100')  | LF   | \$ 25.00    |
| 57                         | Muck Probing (4 hr minimum)   | Hour | \$ 175.00   |
| 58                         | Mobilization of drilling equipment to project (Minimum Charge): 50 mile travel  | Trip | \$ 350.00   |

|                               |   |      |           |
|-------------------------------|---|------|-----------|
| 59                            | Mobilization of drilling equipment to project (Minimum Charge): 100 mile travel | Trip | \$ 450.00 |
| <b>MISCELLANEOUS SERVICES</b> |   |      |           |
| 60                            | Foundation Analysis and Recommendation  |      |           |
| 61                            | Percolation test  | Test | \$ 300.00 |
| 62                            | Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details) | LF   | \$ 50.00  |
| 63                            | Plug & Abandon Monitoring Well, 25' Depth                                       | Hour | \$ 60.00  |


 Digitally signed by Brian Russell  
 DN: CN=Brian Russell,  
 o=MICHAEL BAKER INTERNATIONAL INC., C=US  
 Date: 2025.10.13 16:35:42-04'00'  
**Brian Russell**  
 Vice President  
 CAM-26-0071  
 Exhibit 10  
 Page 6 of 6

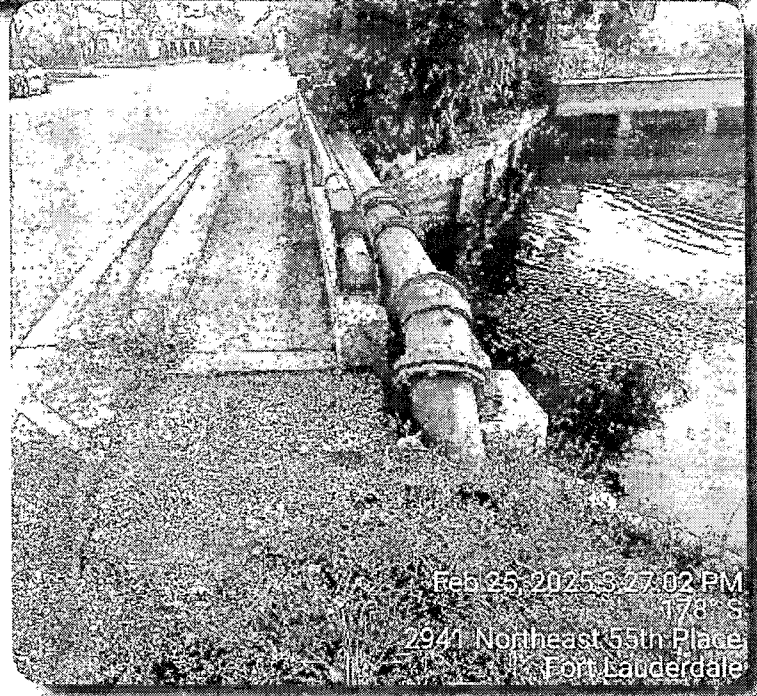
# BRIDGE DESIGN AND MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES, CONTINUING SERVICES CONTRACT



Mar 5, 2025 4:25:39 PM  
52° NE  
2 North Victoria Park Road  
Fort Lauderdale



Feb 25, 2025 12:39:42 PM  
291° W  
1436 Southeast 13th Street  
Fort Lauderdale



Feb 25, 2025 3:27:02 PM  
178° S  
2941 Northeast 55th Place  
Fort Lauderdale

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**4.2.2 Executive Summary**

**4.2.3 Firm Qualifications and Experience**

**4.2.4 Qualifications of the Project Team**

**4.2.5 Approach to Scope of Work**

**4.2.6 References**

**4.2.7 Minority / Women (M/WBE) Participation**

**4.2.8 Sub-Consultants**

**4.2.9 Required Forms**

SECTION 4.2.2

# EXECUTIVE SUMMARY

## EXECUTIVE SUMMARY

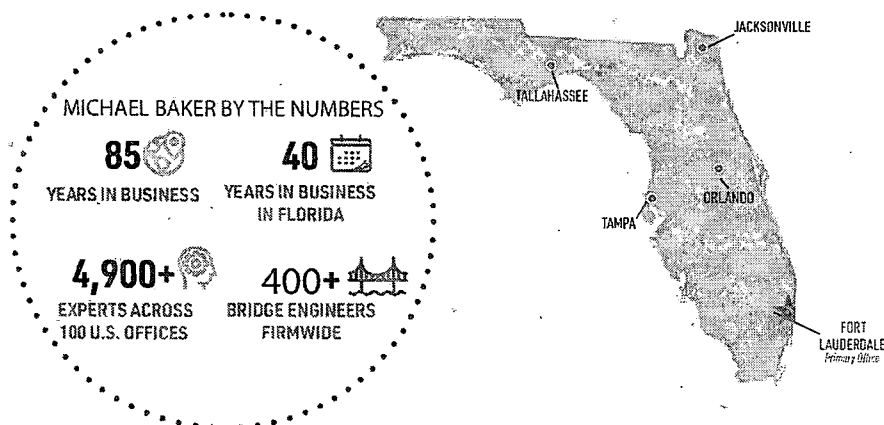
*The City of Fort Lauderdale will benefit from Michael Baker's proven leadership, depth of resources, and institutional knowledge gained through managing South Florida bridge and structural projects. Michael Baker, the City's trusted consultant, has worked on several similar projects and is prepared to deliver the Bridge Design & Miscellaneous Structural Engineering Services with the exemplary level of service you have come to know and trust.*

Michael Baker is nationally recognized for our expertise in bridge design, training (course development and teaching), and policy/guidance development. Over our 85+ year history, we have developed and taught more than 800 courses to over 30,000 participants for FHWA/NHI, created the Bridge Inspector's Reference Manual (BIRM), and are currently updating it to meet new bridge inspection standards.

We deliver innovative solutions for coastal and marine environments, utilizing multiple data sources and programming techniques to evaluate storm surge, sea level rise, wave height, and wave forces. Recognizing that not all bridges can meet current clearance criteria, we strive to craft optimal solutions for our clients, considering risk, resilience, safety, and cost. Our experience includes assisting federal and state entities with sea level rise impact analysis, coastal risk and vulnerability assessment, coastal flood risk mapping, stormwater system capacity impacts, resiliency planning, mitigation planning, and risk communication and outreach.

Our expertise also extends to concrete spall and crack repairs, beam seat reconstruction, joint resealing, superstructure repairs (such as bearing resets and cracked weld repairs), removal of tack welded plates, anchor bolt replacement, bearing replacement, expansion joint repair and replacement, joint elimination, heat straightening and steel repair, crutch bent designs, overlay design, and utility conduit support repairs.

Our localized team of subconsultants each bringing specialized expertise to this contract. **Green Dade**, headquartered in Miami, is a dedicated electrical engineering firm specializing in utility infrastructure and transportation systems, providing services across South Florida and Puerto Rico. **KEITH**, a majority woman-owned firm with over 60 years of experience, offers landscape architecture, topographic surveying, subsurface utility engineering, and utility coordination, with multiple offices throughout Florida. **Thomas Geotechnical Services (TGS)**, based in West Palm Beach, excels in geotechnical engineering, construction materials testing, and inspections, ensuring quality and responsive service. **HML Public Outreach, LLC (HML)**, located in Miami Springs, specializes in public involvement and community engagement for transportation infrastructure projects, having successfully delivered services on over 250 projects in South Florida. Lastly, **Delta Consultants, LLC (Delta)**, a 100% minority and woman-owned civil engineering firm, focuses on permitting and the seamless execution of major public infrastructure projects, with a strong presence in South Florida.



## Key Leadership Team

The Michael Baker Team consists of staff and leadership that live, work, and take recreation in Southeast Florida and have a personal and vested interest in ensuring the quality of life in our region. As members of the community, we have a unique and intimate understanding of the challenges and opportunities associated with this contract. **Our proposed Project Manager, Stephen Fowler, has more than 17 years of experience managing similar South Florida bridge projects, and will leverage his extensive experience to successfully deliver each and every task assigned by the City.**

Our team provides local individuals that have the strength, knowledge, and background to tackle any engineering issue, supported by a deep bench of professionals nationwide. With Michael Baker, the City can expect more than just a consultant - but rather, a partner and extension of your staff that aligns itself with your core values for project success. The key staff highlighted below will lead our team on the proposed project. Each of these team members have extensive experience managing and successfully completing similar projects for clients nationwide. Our team is committed to bringing accuracy, timeliness, and responsiveness to the City of Fort Lauderdale.



**STEPHEN FOWLER, PE**  
PROJECT MANAGER  
JACKSONVILLE, FL

Mr. Fowler has over 17 years of experience designing bridges and retaining walls for a wide range of owners, including DOTs, counties, cities, and private organizations. He has led a wide variety of bridge replacement and rehabilitation projects, including a significant number of water-crossings providing critical access to the local community. Some of his similar projects include the bridge replacements of Henley Road Over John Boy Creek and SR A1A Over Little Lake Worth, and the emergency bridge rehabilitation projects at Water Street and Acree Road for the City of Jacksonville.

**BRIAN RUSSELL, PE**  
PRINCIPAL-IN-CHARGE  
JACKSONVILLE, FL

Mr. Russell has more than 22 years of experience in construction and transportation engineering and management. He has extensive experience as both Principal and Project Manager on large scale construction projects throughout Florida. Over the past seven years, he has been the Principal-in-Charge for continuous work with the City of Fort Lauderdale. In this role, he has ensured project delivery excellence through staffing assignments, team leadership, and developing a trusted partnership with the leadership at Fort Lauderdale. For this contract, Mr. Russell will continue to be trusted partner to the City of Fort Lauderdale and ensure delivery that exceeds your expectations.

**MANDA METZGER, GIP**  
DEPUTY PROJECT  
MANAGER  
FORT LAUDERDALE, FL

Ms. Metzger has more than 17 years of CEI experience supporting multiple projects for the City of Fort Lauderdale, U.S. Army Corps of Engineers, and Pittsburgh Water and Sewer Authority. She performed full-time inspection for a new A-24 pump station project for the City of Fort Lauderdale while at the same time taking over her role of Construction Manager. She has since managed sewer projects that include CCTV, full ITCP lining and pipeline assessment. Her design-build experience includes the 60" Redundant Effluent Force Main at the George T Lohmeyer WWTP which is currently under construction.

**RYAN FOX, PE**  
STRUCTURES LEAD  
TAMPA, FL

Mr. Fox leads Michael Baker's Florida bridge department, overseeing the group's operations, planning, and execution of work. He has extensive design experience, over his 14-year career, in both concrete and steel structures, having worked on over 40 bridges over water. Some of his projects include FDOT D5 SR 5 / US 1 NB Bridge Replacement over Turnbull Creek, FDOT D7 Ridgemoor Boulevard over Brooker Creek Bridge Replacement, and FDOT D3 - Miccosukee Road. Mr. Fox is also the Structures EOR for FDOT D3 - SR 20 over Lafayette Creek.

SECTION 4.2.3

# **FIRM QUALIFICATIONS AND EXPERIENCE**

## PROFESSIONAL QUALIFICATIONS OF FIRM

Michael Baker is a leading provider of engineering and consulting services with practices encompassing all facets of infrastructure, including design, civil engineering, planning, architecture, environmental, construction, and program management. For 85 years, our firm has been a trusted partner to commercial clients, all branches of the military and federal, state, and municipal governments, providing comprehensive services and solutions. Embracing emerging technologies and the latest innovations – like intelligent transportation and design-build project delivery, Michael Baker is an industry leader who delivers expertise and quality. The firm's 4,900+ employees across nearly 100 locations are committed to Making a Difference for clients and communities through a culture of innovation, collaboration, and technological advancement.

### Mission

To be the best professional services company in the industry, where We Make a Difference by continuously innovating and delivering outstanding service to our clients and providing our people with fulfilling careers where they attain personal and professional satisfaction and make a demonstrable difference in the communities in which we live and serve.

We Make a Difference by continuously innovating and improving our service to our clients, our people, and the communities we serve.

We accomplish this by:

- ✓ Advising our clients on how to effectively and efficiently reach their goals.
- ✓ Developing our people personally and professionally.
- ✓ Serving our communities through caring and engaging them in our work.
- ✓ Delivering the financial performance necessary to reinvest in our company and our people.

Michael Baker is a nationally ranked design firm by ENR in the following categories:

#### 2024 ENR RANKINGS

THE TOP  
**500**  
DESIGN FIRMS

5 Bridges

13 Transportation

16 Highways

Michael Baker offers 400+ bridge engineers nationally, with eight bridge employees specifically located in Florida. Our bridge teams collaborate nationwide to design innovative and sustainable structures which serve as the backbone of our nation's infrastructure for the millions of people who safely travel across them each day. Leveraging our depth and versatility, we've partnered with clients on a full spectrum of bridge types – from conventional-grade separations to major, complex river crossings including trusses, arches, box girders, and cable-stayed bridges. We remain at the forefront of bridge innovation and demonstrate continued leadership by applying the latest advancements in bridge design and inspection to our projects.

We also offer a transportation team of over 1,500 nationally and 100 here in Florida to support the City on this contract. Michael Baker's transportation team is adept in creating reasonable, feasible, and constructible solutions for our clients in this inflationary time to help projects stay within budget. We bring innovation and safety to the forefront of every project to add value for our clients and end users. Our team is proficient in Open Roads and AutoCAD to deliver projects seamlessly.

Our team's extensive knowledge of Federal, AASHTO, and FDOT's requirements positions us well to fulfill the scope of services. In addition, our team includes grant writers who can assist the City in obtaining construction funding for this bridge replacement. The Michael Baker team has the expertise and capacity to deliver on a challenging bridge replacement project with a constrained site. All proposed team members have worked on similar bridge replacement contracts and understand the importance of communication and prompt responses. We recently completed the SR 5 / US 1 NB Bridge Replacement

over Turnbull Creek in Volusia County which is a coastal, low-water bridge crossing in an extremely aggressive environment requiring alternative materials for design. In addition, our team is currently completing the design for Ridgemoor Boulevard over Brooker Creek Bridge Replacement in Pinellas County, which is a low-water bridge crossing over an inland slough with environmentally sensitive lands on either side. These recent and current bridge replacements demonstrate our capability to provide solutions for this contract.

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## Environmental and Permitting

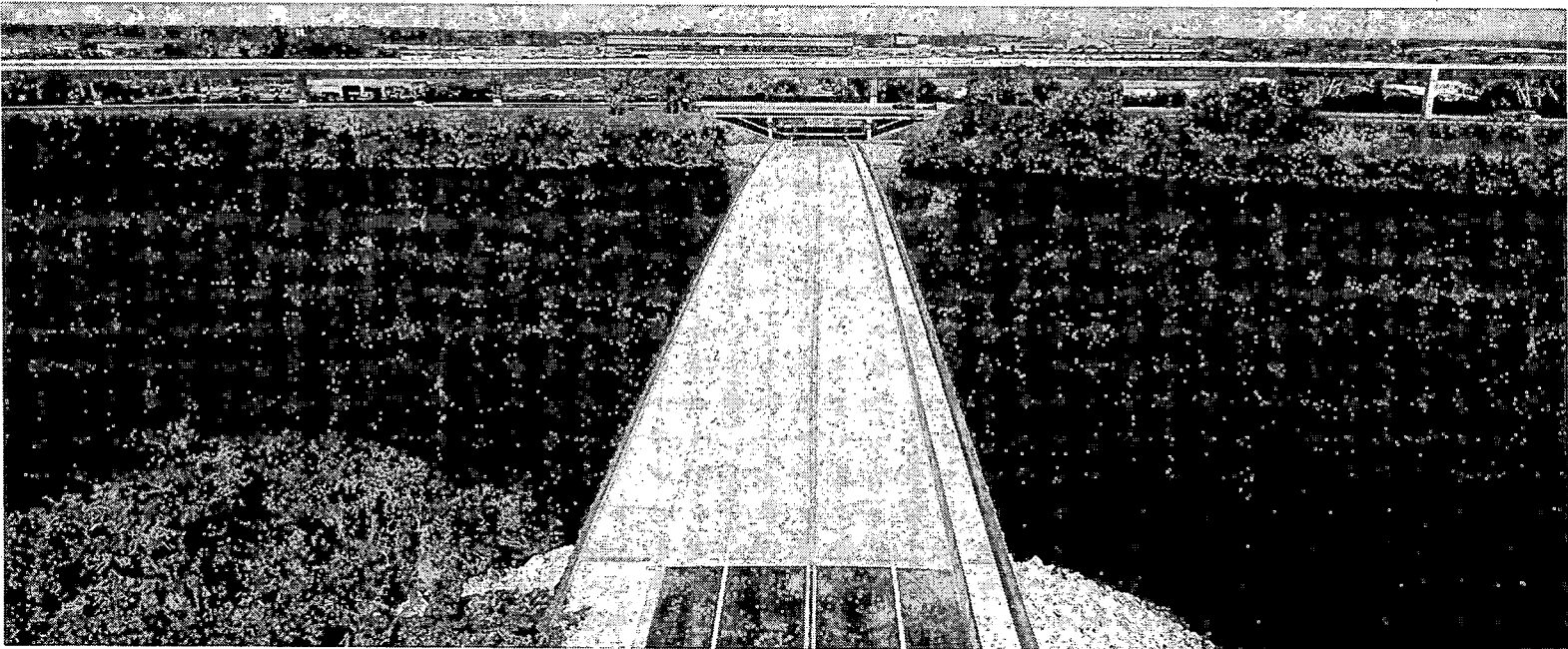
Our environmental and permitting services staff have a wealth of experience permitting projects and evaluating potential impacts to listed species throughout the State of Florida. We are very familiar with South Florida Water Management District Environmental Resource Permit requirements and U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 and Rivers and Harbors Act Section 10 Permit requirements. We believe early and continual communication with the permitting agencies through the issuance of the permits is key to maintaining the project schedule. It is recommended the project design and construction methodology be consistent with the project design criteria in the National Marine Fisheries / USACE Jacksonville District's Programmatic Biological Opinion concerning impacts to marine resources to streamline the federal permitting process to the extent possible.

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## Coastal Bridge Hydraulics

Michael Baker delivers innovative solutions for coastal and marine environments including the use of multiple data sources and programming techniques for the evaluation of storm surge, sea level rise, wave height, and wave forces. We understand not all bridges can satisfy all the current bridge clearance criteria and we, therefore, strive to craft optimal solutions for all of our clients with consideration of risk, resilience, safety, and cost. Our experience includes assisting both federal and state entities with studies related to sea level rise impact analysis, coastal risk and vulnerability assessment, mapping of coastal flood risk, impacts on stormwater system capacity, resiliency planning, mitigation planning, and risk communication and outreach.

Our experience includes serving as lead technical consultant for the **Federal Emergency Management Agency (FEMA)** on the development, calibration, and implementation of hurricane simulations to simulate storm surge hydraulics and **coastal flooding along the entire Atlantic coastline of Georgia and Florida**. We've also recently applied our coastal bridge hydraulic expertise for the **SR 5 / US 1 NB Bridge Replacement over Turnbull Creek** for FDOT District 5 and for the **Maydell Road Bridge over the Tampa Bay Bypass Canal** for Hillsborough County.



*Maydell Road Bridge Over the Tampa Bay Bypass Canal*

## Minimum Qualifications

Michael Baker meets the minimum requirements set forth by the City as demonstrated herein.

| REQUIREMENT  | REQUIREMENT MET |
|--|-----------------|
| Proposer or principals shall have relevant experience in constructing additions / modifications to existing public buildings. Project manager assigned to the work must have at least five (5) years' experience in Bridge Design and Miscellaneous Structural Engineering Services and has served as project manager on similar projects.   | ✓               |
| Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City. | ✓               |
| Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.  | ✓               |
| Neither firm nor any principal, office, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.   | ✓               |
| Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service.  | ✓               |

## Business Structure & Contact Information

With more than \$1 billion in annual revenue, Michael Baker is a strong, financially-stable firm with no bankruptcy, closures, mergers, or organizational conflicts that would impede the firm's ability to complete services under this contract. Michael Baker has a noted history of fiscal responsibility. Since the firm's establishment, we have demonstrated a responsible approach to financial matters. Our prudent fiscal policies extend beyond corporate finances to the hundreds of millions of dollars in federal, state, and local funds spent on projects planned and designed by us.

| Firm Legal Name                   |  | Contact Person  | Address   |
|-----------------------------------|--|---|---|
| Michael Baker International, Inc. |  | Brian Russell, PE   | 110 E. Broward Boulevard<br>Suite 1700<br>Fort Lauderdale, FL 33301 |
| Phone                             | Fax  | Email   | Website   |
| 904-380-2507                      | N/A  | brussell@mbakerintl.com   | www.mbakerial.com   |
| Years in Business                 | Structure  | Firm Size   | Bank Reference  |
| 85                                | Corporation;<br>Registered in the<br>State of Florida; Non-DBE | Management Staff: 238<br>Technical Staff: 3,398<br>Support Staff: 628 | Macquarie Capital Funding<br>Phone: 212-231-1000                    |



## RIDGEMOOR BOULEVARD AT BROOKER CREEK BRIDGE REPLACEMENT

*Pinellas County, FL*

This project provides design services for the replacement of Bridge #154153 Ridgemoor Boulevard over Brooker Creek. It encompasses a BDR and final design plans for the bridge replacement of the existing off-system sono-void flat slab bridge. The proposed bridge will be a 134- foot long two-span structure being maintained on the existing alignment that will be widening to include a new barrier protected sidewalk along the southern edge. The temporary traffic control design requires a one-way temporary condition and phased demolition

on the existing bridge and the proposed phased bridge. Michael Baker is self-performing the bridge hydraulics to establish a final roadway profile providing adequate vertical drift clearance and ensuring compliance with the requirements of the FEMA No-Rise certification. Additional design services Michael Baker is providing on this project include: roadway reconstruction, permitting, pedestrian improvements, and signing and pavement markings.

**Client:** FDOT - District 7

**Contact:**

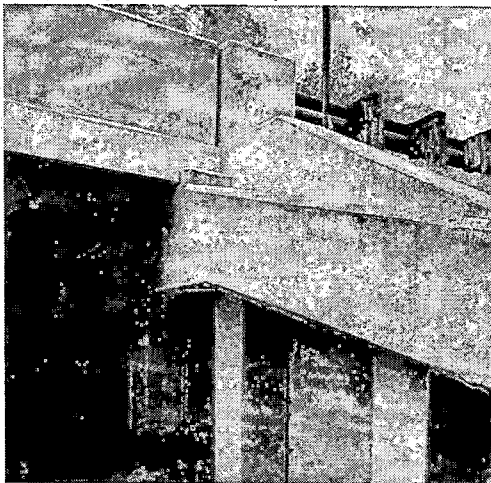
Mark Dunn, PE  
FDOT GEC Project  
Manager  
11201 N. McKinley  
Drive,  
MS 7-600, Tampa, FL  
33612  
813-975-4248  
mark.dunn@dot.state.  
fl.us

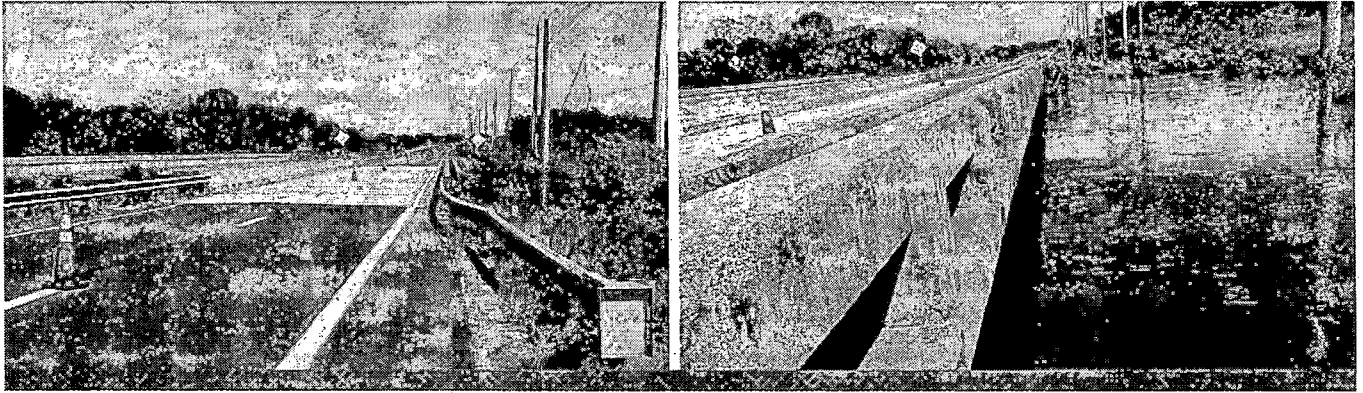
**Project Costs:**

\$7.5M (Construction)  
\$910,567 (Fee)

**Completion Date:**

Est. 2027





## SR 5 / US 1 NORTHBOUND BRIDGE REPLACEMENT OVER TURNBULL CREEK

*Volusia County, FL*

Michael Baker is providing services for replacement of the structurally deficient SR 5 US 1 NB Bridge over Turnbull Creek (#790086). The proposed structure will be a 180-foot four-span flat slab bridge. This structure will utilize a shallow structural depth to minimize the profile rise affects on the approaches and to meet bridge hydraulic recommendation. Due to the extremely aggressive environment, the proposed low-water crossing is being designed with alternative materials (Stainless Steel strands and Stainless Steel reinforcement). Turnbull Creek is a non-tidal stream affected by hurricane surge and riverine flood discharge.

Michael Baker is self-performing the bridge hydraulics and coastal analysis for the project. The upstream basin is 27,597 acres.

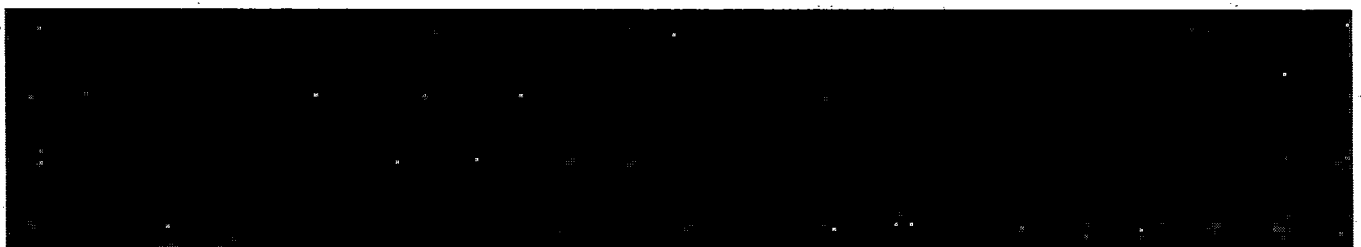
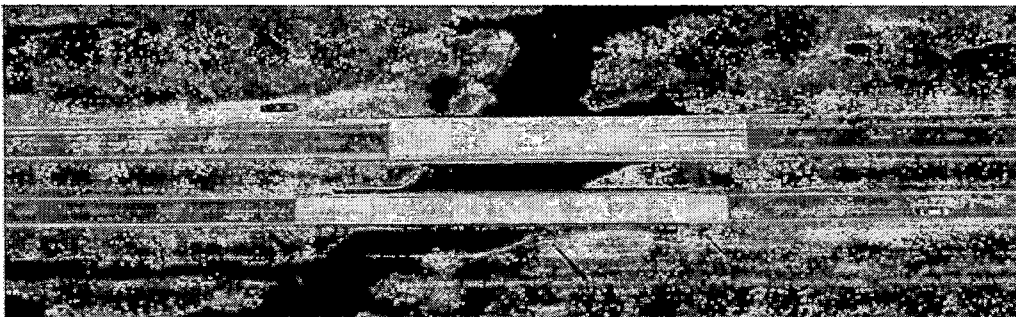
The roadway design includes approximately 500 feet of reconstruction on each bridge end and another 500 feet of resurfacing. The replacement of the NB span in its present location requires a one-lane each way diversion of NB traffic to the SB structure. In total, the one-lane each way diversion is 4,500 feet long to transfer NB traffic to the SB side of US 1. Temporary traffic control design for the diversion along with temporary lighting are proposed to alert drivers to the diversion at night in this high speed rural environment. Since the project is located in a floodplain and has no capacity improvements, drainage design will be nominal to address the runoff at the bridge ends.

**Client:** FDOT - District 5

**Contact:** Gene Varano  
Project Manager  
719 S. Woodland  
Boulevard, MS 542  
Deland, FL 32720  
386-663-2754  
gene.varano@dot.state.  
fl.us

**Project Costs:**  
\$9M (est. Construction)  
\$993,890 (Fee)

**Completion Date:**  
06/30/2026 (est.)





## MICCOSUKEE ROAD OVER BRANCH OF ALFORD ARM BRIDGE REPLACEMENT

*Leon County, FL*

Michael Baker is preparing construction documents for the replacement of the Miccosukee Road Bridge that crosses the Alford Arm Tributary (Bridge No. 550051). The existing steel rolled section bridge supported by timber piling. The original replacement bridge concept was replaced with a five-cell reinforced concrete box culvert.

The proposed culvert will be constructed in four phases allowing constant vehicle movement on the roadway as well as maintaining an open stream channel at all

times. The project footprint was reduced to minimize the impacts to existing protected trees along right of way boundaries.

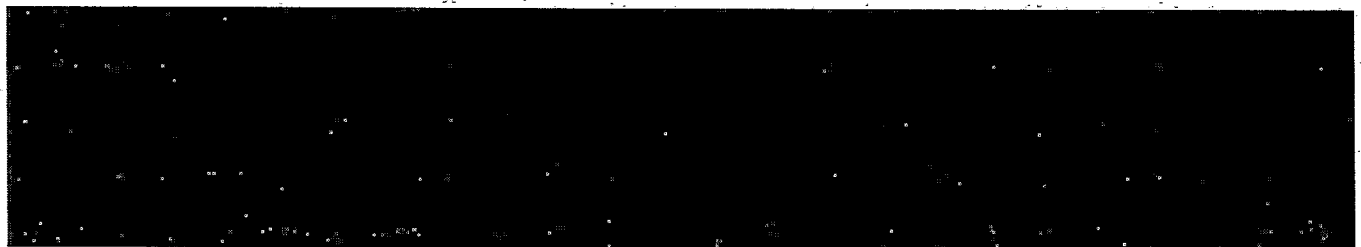
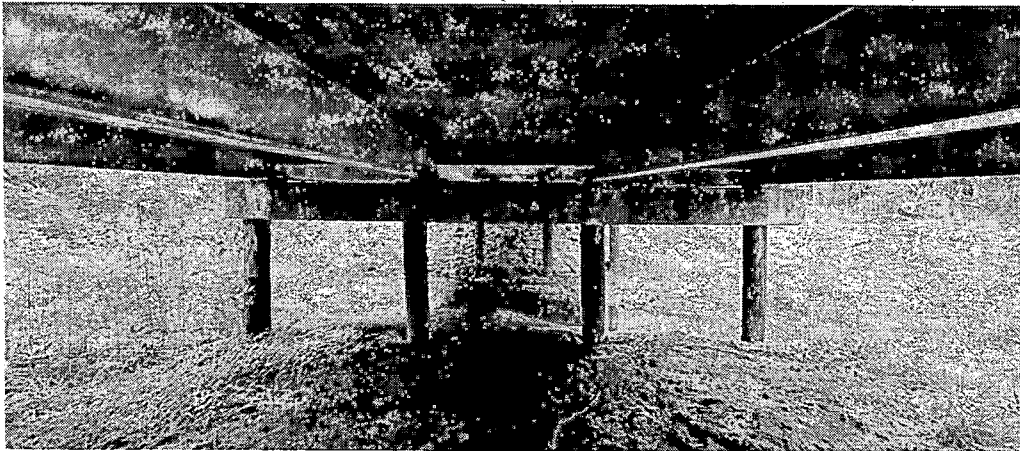
Miccosukee Road is designated by Leon County as a "Canopy Road" requiring minimization of tree impacts. The selected structural type minimized the required adjustment of the vertical profile for the Miccosukee Road and provided the most economical solution with lowest environmental impacts.

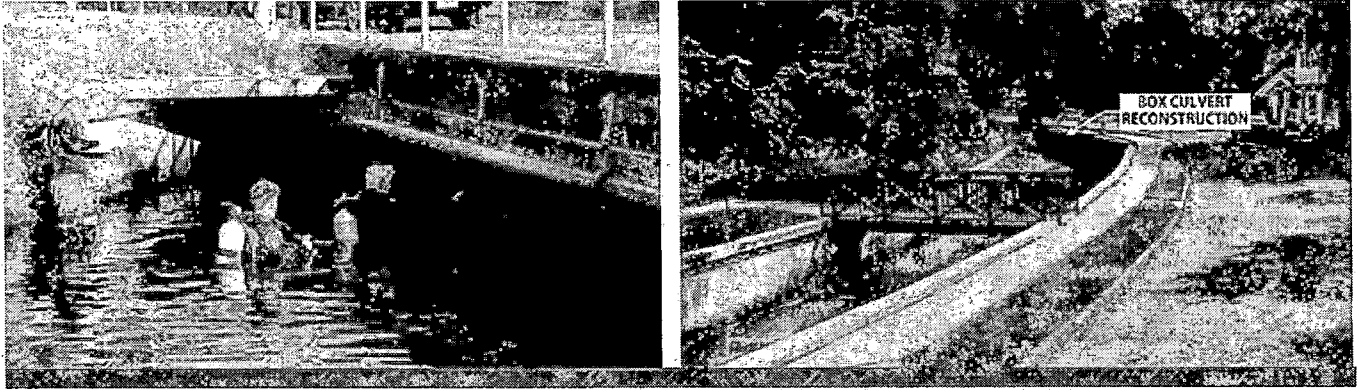
**Client:** Leon County

**Contact:** Charles Wu, PE  
PW Director of Eng.  
Services  
2280 Miccosukee Road  
Tallahassee, FL 32308  
850-606-1500  
WuC@leoncountyfl.gov

**Project Costs:**  
\$3.4M (Construction)  
\$831,747 (Fee)

**Completion Date:**  
2023





## 10TH AND 11TH AVENUE SOUTH BOOKER CREEK BRIDGE

*Pinellas County, FL*

The purpose of this project was to design the most economical approach to repair the existing two-cell, cast-in-place concrete box culvert under 10th Avenue South from its northwest end at Booker Creek to the intersection with 5th Street South (approximately 382 feet), as well as southward approximately 150 feet under 5th Street South, and to repair the existing three-to-five-cell portion of the same culvert under 5th Street South and 11th Avenue South. Improvements incidental to the culvert replacement work included road and sidewalk reconstruction and Americans with Disabilities Act (ADA) curb ramp upgrades.

Michael Baker analyzed and documented drainage tasks, designed a drainage and stormwater management system, and developed a bridge hydraulic report to evaluate directing the Booker Creek flow to the south to Bridge No. 157213 and reducing flow to Bridge No. 157235. The hydraulic analysis also determined if the weir at the entrance to Bridge No. 157235 could be removed.

Michael Baker provided an approved typical section package, pavement design package, horizontal and vertical master design files, and cross sections and designed a safe

and effective traffic control plan to move vehicular and pedestrian traffic during all phases of construction. The design included construction phasing of the roadways' ingresses and egresses to existing property owners and businesses, transit agency features (bus stops, etc.), routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs, and traffic monitoring sites.

Michael Baker also provided:

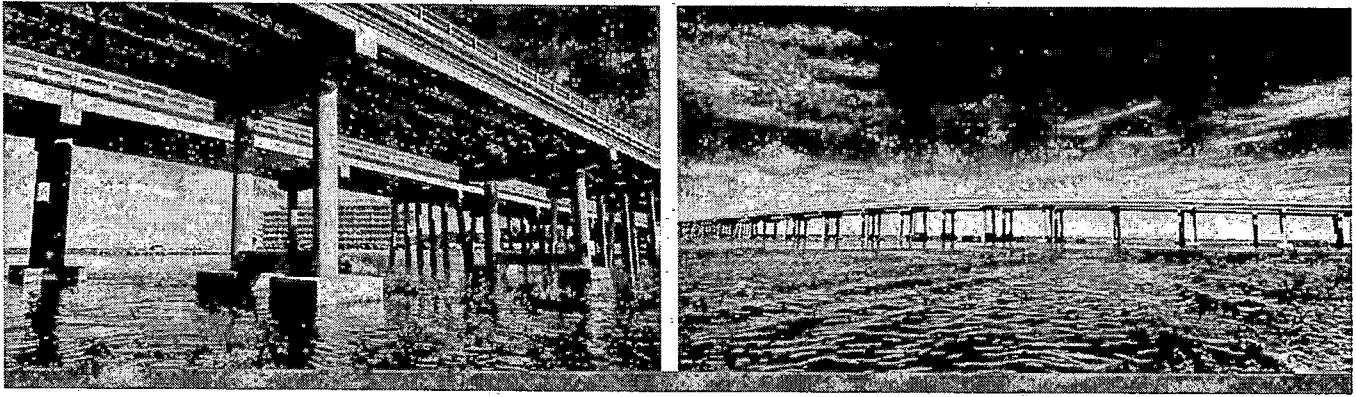
- Regulatory agency coordination
- Preliminary wildlife and archaeological and historic structures surveys
- Public involvement and development of a fact sheet and informational brochure, newsletters, and other necessary materials
- Control survey maps; right-of-way maps; maintenance map, sketches, and legal descriptions as required
- Geotechnical investigation
- Construction assistance services including plan revisions, shop drawing review, survey services, as-built drawings, and load ratings

**Client:** FDOT, District 7

**Contact:** Dejuana Genco  
Project Manager  
11201 North McKinley  
Drive  
Tampa, FL 33612  
813-975-6244  
dejuana.genco@dot.state.  
fl.us

**Project Costs:**  
\$1.9M (Construction)  
\$1,056,746 (Fee)

**Completion Date:**  
2021



## US 98 BRIDGES OVER EAST PASS PRELIMINARY BRIDGE REPAIR PLAN, COST ESTIMATE, AND LIFE CYCLE COST ANALYSIS

*Okaloosa County, FL*

Michael Baker will undertake a comprehensive project to extend the lifespan of two crucial bridges carrying US 98 traffic over East Pass (Bridge #570054 and #570082). These bridges are pivotal for regional transportation, facilitating smooth transit and commerce. The primary objective is to address immediate and long-term repair needs, extending the bridges' operational life by approximately 15 years, contingent on various factors including material performance and environmental conditions.

The scope of work involves a thorough review and assessment of existing structural data and comprehensive bridge reports to determine the necessary repairs. Michael Baker will evaluate specific repair options and develop a set of Phase I (30%) bridge repair plans. These plans will include a detailed list of quantities for each repair item, serving as the basis for the cost estimate essential for the Life Cycle Cost Analysis (LCCA). The LCCA will compare the estimated repair costs versus replacement costs, providing a clear picture of the most cost-effective approach.

The project will include installing new Cathodic Protection (CP) systems on pier

walls and piles, as well as repairing or upgrading existing CP systems. Bearings will be maintained through cleaning, painting, and replacing as necessary. Concrete repairs on both substructures and superstructures will be executed, addressing issues such as spalling and cracks. Epoxy injections will be applied to cracks in superstructure elements, and CFRP (Carbon Fiber Reinforced Polymer) wraps will be used to strengthen and restore the load-bearing capacity of damaged beams. Additionally, one alternative beam strengthening method will be applied as directed by the department.

Critical tasks include cleaning and repairing or replacing expansion joints, restoring slope protection systems, and performing additional repairs identified during inspections. Michael Baker and FDOT are committed to maintaining the safety and durability of these infrastructure components. Beyond structural repairs, Michael Baker will manage project coordination, integrating various engineering disciplines such as roadway engineering, hydraulic design, signalization, signing and marking, and permitting. Public involvement will ensure community engagement and support.

**Client:** FDOT, District 3

**Contact:** Shawn Justice, PE  
GEC Project Manager  
1074 Highway 90  
Chipley, FL 32428  
850-845-0310  
sjjustice@moffatnichol.com

**Project Costs:**  
\$555,926 (Fee)

**Completion Date:**  
December 2025  
(Estimated)

## MICHAEL BAKER'S ABILITY TO MEET THE TIME & BUDGET REQUIREMENTS

With a highly skilled and diverse team, Michael Baker has the expertise to successfully manage and execute complex projects across the southern region. Our ability to work within our clients' timelines allows us to address project challenges with innovative solutions and industry best practices, all while meeting the City's schedule and budget requirements.

The Michael Baker team is available and ready to start work as soon as the notice of award is confirmed. Through the management of numerous bridge replacement contracts for a variety of clients, Michael Baker has demonstrated our ability to meet or exceed the client's deadlines and budget requirements. We also have the capacity to quickly mobilize the appropriate staff to address project needs and ensure our commitment to the project schedule. The key to effective schedule control is developing a detailed timeline identifying required tasks, sequence of work, critical path deliverables, review periods and specific milestone dates.

### BELOW ARE TESTIMONIALS FROM MICHAEL BAKER'S CLIENTS HIGHLIGHTING OUR STRONG PERFORMANCE AND ABILITY TO MEET PROJECT DEADLINES AND BUDGET REQUIREMENTS:

"Michael Baker has performed all services in conformance with agreed upon schedule and budget. They have been responsive and agile in their services, ensuring the City is able to provide timely services required to its citizens." - **City of Houston**

"MBI has provided excellent service on this contract in providing quality plans and timely responses to critical issues." - **St. Pete Beach**

"Michael Baker consistently provides exceptional, cost effective service, and are very responsive to any questions or concerns that we have encountered with any of the above tasks. They deliver quality work products in a timely manner." - **City of Treasure Island**

"We have found them to provide exceptional services along with being cost effective and very responsive to any questions or concerns that we have encountered with any of the above tasks." - **City of Kissimmee**

"Thanks to their staff members' expertise and existing relationships with state and federal agencies, the procurement, application, and implementation processes were seamless. We could not have been happier with their performance." - **Washington County**



US 98 Bridges over East Pass

## MICHAEL BAKER'S SUSTAINABLE BUSINESS PRACTICES

The Michael Baker team understands our responsibility to be an example to others in efforts to conserve resources and "go green." We apply the same expertise that we offer our clients for sustainability to our own daily practices and operations. Collaboratively, we identify and implement options that reduce energy use in our offices, reduce waste, and support employee access to alternative transit or flex schedules.

We apply sustainable business practices in our daily operations and in the projects we manage. Michael Baker created the Green Sustainable Construction Operation Rating (GreenSCOR) process to provide a method for measuring sustainability during construction. GreenSCOR measures how well the contractor has incorporated the sustainable design features of the project into the construction phase of the contract and the sustainable best practices of the contractor in its operations.

Michael Baker has also developed measurement tools based on the GreenSCOR system to measure contractors' performance in quality and safety. Michael Baker is building the appropriate tools and applications to succeed in this endeavor and to better serve our clients and the communities where employees live and work. Through this initiative, Michael Baker is achieving its purpose statement: **Creating value by delivering innovative and sustainable solutions for infrastructure and the environment.**

## MICHAEL BAKER'S FIRM LICENSE & STATE REGISTRATION

### *State of Florida Department of State*

I certify from the records of this office that MICHAEL BAKER INTERNATIONAL, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 29, 1972.

The document number of this corporation is 829243.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 8, 2024, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of January, 2024*



*[Signature]*  
Secretary of State


Tracking Number: 0163516082CC

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

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

8/30/2021 Detail by Entity Name

Division of Corporations



829243  
25-1228638  
12/29/1972  
PA  
ACTIVE  
02/01/2021  
NONE  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Changed: 04/22/2021  
Mailing Address  
100 Alrside Dr.  
Moon Township, PA 15108

Changed: 08/18/2021  
Registered Agent Name & Address  
CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 07/13/1992  
Address Changed: 07/13/1992  
Officer/Director Detail  
Name & Address  
Title President & Chief Executive Officer  
Lutes, Brian

searchLaud.biz.org/inquiry/CorporationSearch/ResultDetail?inquiryType=EntityName&directionType=In&idSearchNameOrder=MICHAELBAKE... 14

8/30/2021 Detail by Entity Name

500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Teddar, John M  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Davis, Amy N  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Lutes, Brian A  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Executive Vice President & Chief Legal Officer & Secretary  
Teddar, John M  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Executive Vice President & Chief Financial Officer  
Davis, Amy N  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Vice President & Director - Contracts and Procurement, Assistant Secretary  
Raymond, Shell  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Associate Vice President & Office Manager  
McDaniel, Aaron  
515 North Flagler Drive, Suite 303  
West Palm Beach, FL 33401

Title Senior Vice President & Regional Director

searchLaud.biz.org/inquiry/CorporationSearch/ResultDetail?inquiryType=EntityName&directionType=In&idSearchNameOrder=MICHAELBAKE... 24

8/30/2021 Detail by Entity Name

Montgomery, Thomas  
420 Technology Pkwy, Suite 150  
Norcross, GA 30092

Title Vice President & Office Executive  
Russell, Brian  
12743 Gran Bay Parkway West, Suite 2110  
Jacksonville, FL 32256

Title Vice President & Office Executive  
Robert, Pichford  
4211 West Boy Scout Blvd., Suite 500  
Tampa, FL 33607

Title Associate Vice President & Office Manager  
Roberts, Jeffrey  
2318 Kileham Center Boulevard, Suite 201-A  
Tallahassee, FL 32309

Title Associate Vice President & Office Manager  
Sneed, Paul  
200 South Orange Avenue, Suite 1050  
Orlando, FL 32801

Title Vice President & Vice President, SSC & Treasurer  
Bell, Jill G  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Annual Reports  
Report Year Filed Date  
2021 04/22/2021  
2021 08/18/2021  
2021 08/30/2021

Registered Agents  
Name Title Address City State Zip  
MICHAELBAKER INTERNATIONAL, INC. Vice President & Office Executive 500 Grant Street Pittsburgh PA 15219  
MICHAELBAKER INTERNATIONAL, INC. Vice President & Office Executive 500 Grant Street Pittsburgh PA 15219  
MICHAELBAKER INTERNATIONAL, INC. Vice President & Office Executive 500 Grant Street Pittsburgh PA 15219  
MICHAELBAKER INTERNATIONAL, INC. Vice President & Office Executive 500 Grant Street Pittsburgh PA 15219  
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MICHAELBAKER INTERNATIONAL, INC. Vice President & Office Executive 500 Grant Street Pittsburgh PA 15219

searchLaud.biz.org/inquiry/CorporationSearch/ResultDetail?inquiryType=EntityName&directionType=In&idSearchNameOrder=MICHAELBAKE... 34

8/30/2021 Detail by Entity Name

500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Teddar, John M  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Davis, Amy N  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Director  
Lutes, Brian A  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Executive Vice President & Chief Legal Officer & Secretary  
Teddar, John M  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Executive Vice President & Chief Financial Officer  
Davis, Amy N  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219


Title Vice President & Director - Contracts and Procurement, Assistant Secretary  
Raymond, Shell  
500 Grant Street  
Suite 5400  
Pittsburgh, PA 15219

Title Associate Vice President & Office Manager  
McDaniel, Aaron  
515 North Flagler Drive, Suite 303  
West Palm Beach, FL 33401

Title Senior Vice President & Regional Director

searchLaud.biz.org/inquiry/CorporationSearch/ResultDetail?inquiryType=EntityName&directionType=In&idSearchNameOrder=MICHAELBAKE... 44

850-617-0361 7/7/2015 11:58:30 AM PAGE 1/201 Fax Server



July 7, 2015  
**FLORIDA DEPARTMENT OF STATE**  
 Division of Corporations

**MICHAEL BAKER INTERNATIONAL, INC.**  
 AIRSIDE BUSINESS PARK  
 100 AIRSIDE BOULE  
 MOON TWP., PA 15106US

Re: Document Number 829243

The Amendment to the Application of a Foreign Corporation for MICHAEL BAKER, JR., INC. which changed its name to MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation authorized to transact business in Florida, was filed on July 6, 2015.

This document was electronically received and filed under FAX audit number 115300164330.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl R McNAIR  
 Regulatory Specialist II  
 Division of Corporations Letter Number: 1153000164115


P.O. BOX 6327 - Tallahassee, Florida 32314

829243

Page 1 of 4

**Florida Department of State**  
 Division of Corporations  
 Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.  
 ((01150001643303))



Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
 (FA Number: 1 (850) 617-6300)

From: Account Name: C T CORPORATION SYSTEM  
 Account Number: 100000000000  
 Phone: (850) 205-4842  
 Fax Number: (850) 678-1366

\*\*Enter the email address for this business entity to be used for future annual reports, mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

**COR AMND/RESTATE/CORRECT OR OLD DESIGN**  
**MICHAEL BAKER, JR., INC.**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 05      |
| Estimated Charge      | \$34.00 |

FILED  
 15 JUL -6 AM 9:24

RECEIVED  
 15 JUL -6 AM 9:23

Electronic Filing Menu Corporate Filing Menu Help JUL 07 2015  
 C McNAIR

http://file.sunbiz.org/scripts/eFileCover.asp 7/8/2015

7/6/2015 10:14:44 AM From: TO: 8506176300 026

**COVER LETTER**

FILED  
 15 JUL -6 AM 9:24

TO: Amendment Section  
 Division of Corporations

SUBJECT: Michael Baker, Jr., Inc. Name of Corporation

DOCUMENT NUMBER: 829243

The enclosed Amendment and fee are submitted for filing.  
 Please return all correspondence concerning this matter to the following:

Name of Contact Person: \_\_\_\_\_  
 Title/Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State and Zip Code: \_\_\_\_\_  
 e-mail address (to be used for future annual report notifications): \_\_\_\_\_

For further information concerning this matter, please call:  
 Name of Contact Person: \_\_\_\_\_ Area Code & Telephone Telephone Number: \_\_\_\_\_

Enclosed is a check for the following amount:

\$14.00 Filing fee  \$0.75 Filing fee & Certificate of Name  \$12.75 Filing fee & Certificate of Name & Certificate Copy  \$14.00 Filing fee, Certificate of Name & Certificate Copy (Certificate Copy is enclosed)

Mailing Address: Amendment Section, Division of Corporations, Citrus Hill Building, 2641 Executive Center Circle, Tallahassee, FL 32314

Street Address: Amendment Section, Division of Corporations, Citrus Hill Building, 2641 Executive Center Circle, Tallahassee, FL 32314

7/6/2015 10:14:44 AM From: TO: 8506176300 026

**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**  
 (Pursuant to s. 609.1104, F.S.)

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

122543 (Document number of corporation (F Number))

1. Michael Baker, Jr., Inc. (Name of corporation as it appears on the records of the Department of State)

2. Pennsylvania (Incorporated under laws of) 3. 11/09/07 (Date incorporated or to be incorporated in Florida)

**SECTION II**  
**(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the stated/inserted changes the name of the corporation, what was the change effected under the laws of no jurisdiction of incorporation? (F Number)

5. Michael Baker International, Inc. (Name of corporation after the amendment, adding suffix "corporation," "company," or "partnership," or appropriate abbreviation, if not contained in new name of the corporation)

If new name is unavailable in Florida, then alternative corporate name proposed for the purpose of conducting business in Florida: \_\_\_\_\_

6. If the amendment changes the period of duration, indicate new period of duration: \_\_\_\_\_ (New term)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction: \_\_\_\_\_ (New jurisdiction)

8. Attached is a certificate or document of good faith, evidencing the payment, without interest, not due or that no dues have to maturity of its application as the Department of State, by the Secretary of State or other official having authority to complete records in the jurisdiction under the laws of which it is incorporated.

\_\_\_\_\_  
 Michael R. McNAIR  
 President & CEO  
 (Print name and title of preparer)

\_\_\_\_\_  
 Cheryl R. McNAIR  
 (Print name and title of preparer)


FILED  
 15 JUL -6 AM 9:24

7/4/2015 10:14:44 AM From: To: 8026760801 4/5 1

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
July 2, 2015  
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the Index and Records of this Department, it appears that Articles of Amendment were filed pursuant to the laws of the Commonwealth of Pennsylvania on June 30, 2015 for Michael Baker Jr., Inc., a Pennsylvania corporation incorporated on April 28, 1972, whereby the corporate name was changed to Michael Baker International, Inc.

I DO FURTHER CERTIFY, That this shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Pedro A. Convis*  
Secretary of the Commonwealth

7/4/2015 10:14:44 AM From: To: 6541743301 3/3 1


COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
JULY 2, 2015  
TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

Michael Baker International, Inc.

is duly incorporated as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date hereto.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Pedro A. Convis*  
Secretary of the Commonwealth

Corporation Number: 12764325  
Verify this and find out more at <http://www.revenue.state.pa.us/corps/verify.php>

STATE OF FLORIDA  
DEPARTMENT OF STATE

I, RICHARD (DYCK) STONE, Secretary of State of the State of Florida, do hereby certify that

MICHAEL BAKER, JR., INC.

a Corporation, duly organized and existing under and by virtue of the laws of the State of PENNSYLVANIA, desiring to transact business in the State of Florida, has filed in the office of the Secretary of State of the State of Florida, a duly authenticated copy of its Articles of Incorporation, and has paid to the State of Florida a charter tax based upon the amount of capital employed within the State of Florida, which is: EIGHTY CENTS (\$0.80)

Being the amount the corporation affirms has employed or expects to employ within the State of Florida, together with the fees of the Secretary of State for issuing this Permit, pursuant to Chapter 613, Florida Statutes, which prescribes the terms and conditions upon which foreign corporations for profit may transact business, or acquire, hold or dispose of property in this State.


I further certify that said

MICHAEL BAKER, JR., INC.

Number: F-37, 243

is authorized and permitted to exercise all the powers and privileges as like corporations organized under the laws of the State of Florida, so long as the amount of capital employed within the State of Florida does not exceed the amount said corporation has heretofore paid a tax on and to acquire, hold or dispose of property in the State of Florida, for the objects and purposes, and with the rights, powers and privileges contained in and provided by its said Articles of Incorporation.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of December, A.D. 1972.



*Richard (Dyck) Stone*  
SECRETARY OF STATE

## THOMAS GEOTECHNICAL FIRM LICENSE


**State of Florida  
Department of State**

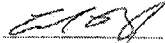
I certify from the records of this office that THOMAS GEOTECHNICAL SERVICES, LLC is a limited liability company organized under the laws of the State of Florida; filed on April 9, 2020, effective April 8, 2020.

The document number of this limited liability company is L20000099852.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 16, 2025, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of January, 2025*



  
Secretary of State

Tracking Number: R216239866CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>

## DELTA CONSULTING FIRM LICENSE


**State of Florida  
Department of State**

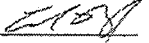
I certify from the records of this office that DELTA CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 25, 2021.

The document number of this limited liability company is L21000141487.

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 January 17, 2024, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of January,  
2024*



  
Secretary of State

Tracking Number: 327747878CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>

**KEITH FIRM LICENSE**

**State of Florida  
Department of State**

I certify from the records of this office that KEITH AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 1998, effective January 16, 1998.

The document number of this corporation is P98000006011.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 31, 2025, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirty-first day of January,  
2025*



*[Signature]*  
Secretary of State

Tracking Number: 8022148786CC  
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<https://services.sosfla.org/Filing/CertificateOfStatus/CertificateAuthentication>

**GREEN DADE FIRM LICENSE**

**State of Florida  
Department of State**

I certify from the records of this office that GREEN DADE, INC is a corporation organized under the laws of the State of Florida, filed on August 23, 2021.

The document number of this corporation is P21000075551.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 17, 2025, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of January,  
2025*



*[Signature]*  
Secretary of State

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## HLM PUBLIC OUTREACH FIRM LICENSE

### *State of Florida Department of State*

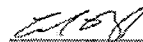
I certify from the records of this office that HLM PUBLIC OUTREACH LLC is a limited liability company organized under the laws of the State of Florida, filed on April 20, 2010.

The document number of this limited liability company is L10000042405.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 13, 2025, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of January,  
2025*



  
Secretary of State

Tracking Number: 89273883GCC

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SECTION 4.2.4

# **QUALIFICATIONS OF THE PROJECT TEAM**

## QUALIFICATIONS OF STAFF

### **Project Manager: Stephen Fowler, PE**

Mr. Stephen Fowler, PE is our proposed Project Manager and provides over 17 years of experience designing bridges and retaining walls for a wide range of owners, including DOTs, counties, cities, and private organizations. He has led a wide variety of bridge replacement and rehabilitation projects, including a significant number of water-crossings providing critical access to the local community. Some of his similar projects include the bridge replacements of Henley Road Over John Boy Creek (Clay County, FL) and SR A1A Over Little Lake Worth (Palm Beach County, FL), and the emergency bridge rehabilitation projects at Water Street and Acree Road for the City of Jacksonville. He has previously served as PM for FDOT District 2's Districtwide Miscellaneous Structures Design and Sisters Creek Bridge Replacement projects.

As the PM, his approach will be to prioritize this contract and provide open and clear communication between himself and the City of Fort Lauderdale's PM, Raymond Nazaire, PE, CGC. He will oversee all aspects of the project from planning through final design and construction; ensuring that the project adheres to the budget, quality, and schedule requirements of the contract. He will coordinate with city staff, local stakeholders, contractors, and permitting agencies, to quickly address any challenges that arise and to ensure that the project meets all regulatory requirements. Mr. Fowler's level of involvement will be comprehensive, as he will be actively engaged in every phase of the project, providing leadership and guidance to the project team and ensuring that all project goals are achieved.

### **Deputy Project Manager: Manda Metzger, GIP**

Ms. Manda Metzger is an efficient, hands-on construction professional with institutional knowledge of the public utility industry from working at Pittsburgh Water and Sewer Authority for almost 14 years. Her experience with permitting and pre-construction efforts in the private development sector, specifically working with DEP and NPDES permitting, continues to be a valuable resource for her clients. She possesses the ability to plan, organize, coordinate, and manage the construction work for local and national owners, as well as highly visible water, sewer and storm utility projects. Ms. Metzger has extensive utility coordination and stakeholder engagement experience. In the last two plus years that Ms. Metzger has been with Michael Baker, she has worked in Pittsburgh, Pennsylvania with Duquesne Light Company managing projects that included upgrading an Acid Mine Drainage Treatment Plant and building renovations. She also worked with local municipalities surrounding the city of Pittsburgh on roadway and paving programs which followed the PENNDOT standards. After moving to Fort Lauderdale in June 2023, Ms. Metzger performed full-time inspection for a new pump station project for the City of Fort Lauderdale while at the same time taking over her native role of Construction Manager. She has since managed sewer projects that include CCTV, full ITCP lining and assessment. Her design-build experience includes the 60" Redundant Effluent Force Main at the George T Lohmeyer WWTP which is currently under construction. Ms. Metzger will act as the local project representative, she will attend meetings, site visits and meet any in-person needs from the project team.

### **Principal-In-Charge: Brian Russell, PE**

Mr. Brian Russell has more than 22 years of experience in construction and transportation engineering and management. He has extensive experience as both Principal and Project Manager on large scale construction projects throughout Florida. Over the past seven years, he has been the Principal-in-Charge for continuous work with the City of Fort Lauderdale. In this role, he has ensured project delivery excellence through staffing assignments, team leadership, and developing a trusted partnership with the leadership at Fort Lauderdale. For this contract, Mr. Russell will continue to be trusted partner to the City of Fort Lauderdale and ensure delivery that exceeds your expectations.

### **QA/QC Manager and ROW / Cost Estimates: Kyle Harper, PE**

Mr. Kyle Harper brings 30 years of experience in leading transportation and civil infrastructure projects. Mr. Harper is Michael Baker's transportation leader for the State of Florida and will ensure on time delivery and high-quality work products for the City. He also brings immense value in the QA/QC role having recently managed the design for SR 5/US 1 NB over Turnbull Creek Bridge Replacement for FDOT District 5 which was a coastal bridge replacement in Volusia County. Additionally, Mr.

Harper has two and half years of construction experience and has managed six design-build projects in various capacities, providing him with valuable insights into construction practices and costs. He understands project costs are ultimately determined by contractors in the marketplace and his experience as a contractor along with his significant contractor relationships will assist the Michael Baker team in tracking accurate construction costs throughout the design life of the project.

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### **Structures Lead: Ryan Fox, PE**

Mr. Ryan Fox leads Michael Baker's Florida bridge department, overseeing the group's operations, planning, and execution of work. He has extensive design experience, over his 14-year career, in both concrete and steel structures, having worked on over 40 bridges over water. Some of his projects include FDOT D5 SR 5 / US 1 NB Bridge Replacement over Turnbull Creek, FDOT D7 Ridgemoor Boulevard over Brooker Creek Bridge Replacement, and FDOT D3 - Miccosukee Road. Mr. Fox is also the Structures EOR for FDOT D3 - SR 20 over Lafayette Creek. His experience encompasses a variety of bridge types, including bridges over water, multilevel interchange bridges, conventional grade-separated bridges, highway and rail bridges, prestressed concrete structures, steel plate girder structures, retaining walls, bulkhead walls, and other miscellaneous structures. Notably, he was the lead design engineer for the new bulkhead walls for FDOT D7 - Howard Frankland Bridge, a significant coastal bridge over Tampa Bay. Mr. Fox will contribute to the project by leveraging his extensive experience and leadership skills to oversee the design and execution phases. In his capacity as the Structures Lead, he will develop value-added solutions and ensure the delivery of high-quality engineering results through effective collaboration with other project disciplines. His level of involvement will be comprehensive, encompassing all aspects of the project from planning to final execution.

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### **Roadway Lead: Nate Willbur, PE, RSP1**

Mr. Nate Willbur has successfully led EOR and project manager roles on Michael Baker's FDOT D5 SR 5 / US 1 NB Bridge Replacement over Turnbull Creek and FDOT D7 Ridgemoor Boulevard over Brooker Creek Bridge Replacement projects. He is currently spearheading the alternatives development for our FDOT D3 SR 10 Multi-Use Trail PDE. In his role, Mr. Willbur will oversee the roadway approach aspects and ensure they meet City of Fort Lauderdale Specification, the FDOT Greenbook, or the FDOT Design Manual, as required by the owner and funding source. We will ensure our designs meet ADA standards and accommodate bicycles, pedestrians, and transit at all touch down points and intersections. He has extensive experience with bridge replacement, safety, resurfacing, greenfield, and capacity projects for FDOT and municipalities. Safety is our top priority in developing roadway designs. We are committed to delivering safe, high-quality, sustainable, and inclusive roadway designs enhancing the county's transportation infrastructure.

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### **TTCP Lead: Tim Wineberg, PE**

Mr. Tim Wineberg has 13 years of experience as an EOR for roadway, TTCP, and SPM design for FDOT, County, and City projects. He was the Roadway, TTCP, and SPM EOR for the Ridgemoor Boulevard Bridge Replacement, a county-owned project administered by FDOT D7, where he developed a TTCP concept with automated signals to support the phased replacement of the existing bridge. Mr. Wineberg also provided TTCP design for the SR 5 / US 1 Bridge Replacement over Turnbull Creek for FDOT D5, which included a temporary diversion with lane reductions. Additionally, he has created TTCP concepts for full detours of traffic to accelerate construction. Mr. Wineberg served as the TTCP EOR for CSC bridge repair contracts in FDOT D4 and D3, coordinating with district staff to ensure safety during construction. For this project, Mr. Wineberg will collaborate closely with the structures group during alternative development to ensure each option is constructable and provides safe working conditions for both workers and the traveling public. His extensive knowledge of FDOT, Greenbook, and local criteria qualifies him as a suitable candidate for the TTCP and SPM EOR role in this project.

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### **Drainage / Hydraulics Lead: Paul Snead, PE**

Mr. Paul Snead leads Michael Baker's Florida drainage department, bringing nearly 30 yrs of extensive FDOT drainage and bridge hydraulics experience to this project. He recently served as the drainage EOR for the D5 SR 5 / US 1 NB Bridge Replacement over Turnbull Creek and Maydell Road over Tampa Bay Bypass Canal, both coastal bridges, and the D7 Ridgemoor Boulevard over Brooker Creek Bridge Replacement and D3 SR 20 Bridge over Lafayette Creek. He is currently the

project manager and drainage EOR for the Old Palm City North Resiliency & Infrastructure design project for Martin County. Mr. Snead has a thorough understanding of FDOT, SFWMD, FEMA, and local requirements, which he will apply to this project. He will coordinate effectively with other project disciplines to provide optimal designs which meet or exceed expectations.

### **Environmental Lead: Jay Gable**

Mr. Jay Gable brings 30 years of experience as an environmental scientist in the southeastern United States. His expertise includes performing wetland delineations, protected species surveys, and seagrass surveys for permit applications in Southeast Florida and throughout the state. He is well-versed in the South Florida Water Management District's Environmental Resource Permitting process and the USACE Section 404 permitting process. Mr. Gable has extensive experience with permitting bridge replacement projects for the FDOT, FDEP, and the Florida Fish and Wildlife Conservation Commission. He is also skilled in preparing U.S. Coast Guard Bridge permit applications. Additionally, he has prepared documentation in compliance with NEPA, including categorical exclusions, environmental assessments, and environmental impact statements. Mr. Gable would perform the environmental field surveys for the project and, with assistance from the design team, would be responsible for preparing the South Florida Water Management District and the USACE Section 404 permit applications for each bridge project.

### **Constructibility Lead: Wilbur Wright, PE**

Mr. Wilbur Wright leads Michael Baker's CEI team and brings upwards of 20 years of experience in the industry. He has served in several different capacities which include Owner, General Contractor, and CEI. This wide range of vantage points has allowed him to approach each project and scope with a full understanding of all variables at hand. Mr. Wright has served as Sr. Inspector, Project Engineer, Project Manager, Program Manager and Resident Engineer throughout his career which has involved oversight on multiple relevant projects that include new bridge placement and bridge jacking (US Army Corps of Engineers - Ft. Benning, GA), existing bridge widening and movable bridge ramp replacement (Jacksonville Transportation Authority, FL). Additionally, he has extensive knowledge working in marine and harsh water environments, as demonstrated on his rehabilitation of the Nuclear Submarine Explosive Handling Wharf (EHW2) at Kings Bay (Kings Bay Naval Facility, GA), replacement of culvert Hydraulic Flap Gates for the USACE C-12 project in Belle Glade FL (US Army Corps of Engineers, FL) and installation of seawalls and bulkheads for the St. Johns River Ferry Terminal (Jacksonville Transportation Authority, FL). Mr. Wright will effectively manage and coordinate delivery for all the City's needs under this Contract.

### **Traffic Lead: Angela Potraza, PE, PTOE**

Ms. Angela Potraza understands the importance of traffic engineering and is keenly aware of the tremendous impact traffic has on daily life. She has experience with a specific focus in traffic engineering analysis and studies. She has performed traffic studies of varying types and scales. Her background includes traffic impact studies, large-scale planning and development studies, corridor studies, traffic forecasting, and multimodal planning efforts. She has specific expertise in microsimulation modeling with VISSIM and is a technical expert in origin-destination studies with StreetLight Data. She understands the benefits and limitations of each, allowing us to select the appropriate tool and level of effort for each task. If warranted, we apply a tiered approach to analysis using sketch-planning tools at a screening stage and more complex tools at an advanced stage. The FDOT's Intersection Control Evaluation process is an example of tiered analysis approach that we commonly utilize. In addition to right sizing the traffic analysis approach, traffic forecast development is another critical aspect of operational analysis. These forecasts drive the selection of feasible alternatives and must be developed by qualified and knowledgeable professionals. For this project, Ms. Potraza will review all traffic data associated with each structure and provide a detailed safety and crash analysis as necessary to improve operations and safety.

### **Signals / Lighting Lead: Joey DeFrancisco, PE**

Mr. Joey DeFrancisco leads the traffic design group for Michael Baker in Florida. In his 14 years of experience in the industry, he has had the opportunity to work on several types of projects in various roles: traffic signal design, highway lighting, intelligent transportation systems (ITS), preparing traffic control schemes, roadway and multi-use path design, as well as utility design. Noteworthy projects include retrofit bridge lighting over Choctawhatchee Bay which required a unique bracket design to reduce bridge demo/reconstruction; Miccosukee Road culvert replacement; Turnbull Creek bridge replacement and Ridgemoor Boulevard over Brooker Creek Bridge Replacement. As a result of working on various project types among several

CITY OF FORT LAUDERDALE ■ BRIDGE DESIGN & MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES  
clients, Mr. DeFrancisco is well adept with project delivery and supporting all the disciplines. His role on this contract will be to provide traffic design services which may include temporary or permanent signals, traffic control support and technical QC/peer review.

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### **Coastal Lead: Muthukumar Narayanaswamy, PhD, PE**

Dr. Muthukumar Narayanaswamy's expertise has been recognized by the National Institute of Building Sciences, where he serves on the Scientific Resolution Panel, called upon to review challenges to the accuracy of FEMA's flood analysis and mapping. In his role on the project, Dr. Narayanaswamy will provide all the necessary coastal analysis, including scour and wave loads, for the three bridges. Given that these bridges are in a coastal environment, it is crucial to address the potential impacts of coastal conditions. Since the bridges are inland and not directly on the coast, wave action will be minimal, and scour will be within manageable ranges. Dr. Narayanaswamy's extensive experience in coastal and ocean engineering, combined with his proficiency in computational modeling, will ensure that the coastal analysis is thorough and accurate. He will leverage his expertise in 2D and 3D wave and coastal hydraulics modeling to assess the potential effects of waves and scour on the bridge structures. His involvement will be critical in developing strategies to mitigate any adverse impacts and ensure the long-term stability and safety of the bridges. Through his comprehensive analysis and collaboration with other project disciplines, Dr. Narayanaswamy will contribute to the successful completion of the project, delivering high-quality engineering solutions tailored to the specific coastal conditions of the site.

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### **Permitting Leads: Mariana Evora, PE | Luis Aguiar | Thalia Isla**

The team at Delta is well positioned to partner with the City and Michael Baker to deliver a successful flood mitigation project for the Shorecrest Neighborhood. Our team brings unique private sector and public sector experience that is specifically related to neighborhood flood mitigation projects. Our Principal Ms. Mariana Evora has led the design and construction for various projects that are similar in scope (up to 200,000 gpm stormwater pump stations) including the West Ave. Neighborhood Project, the First St. Neighborhood Project, and the Indian Creek Neighborhood Project. Additionally, our Senior Engineer, Mr. Luis Aguiar, has 39 years of experience in Miami Dade Water and Sewer and eight years as a consulting engineer completing numerous water and sewer projects. Indeed, our team is well equipped to provide the City with the expertise and partnership required to execute the Shorecrest Flood Mitigation Project.

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### **Geotechnical Leads: Francois Thomas, PE, SI | Maximo Peralta Alvarez, PE**

Mr. Francois Thomas will serve as the Principal-in-Charge, overseeing the project's execution with a 60% level of involvement. He will provide high-level guidance, ensuring that project objectives, quality standards, and client expectations are met. His expertise will be instrumental in strategic decision-making, addressing technical challenges, and maintaining effective communication between the project team.

Mr. Maximo Peralta will serve as the Principal Engineer with a 40% level of involvement. He will oversee the technical aspects of the project, ensuring compliance with industry standards and project specifications. His role includes reviewing engineering analyses, providing expert guidance on geotechnical and construction materials testing, and supporting the team in resolving complex technical challenges.

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### **Landscape Architecture / Survey / SUE / Utility Coordination Leads: Geoffrey Campbell, PLA, ISA | Yevgeniy "Eugene" Khashper | Mark Mitchell | Donald Spicer, PSM**

The KEITH team for this continuing services contract includes Mr. Geoff Campbell, RLA, landscape architect, Mr. Eugene Khashper, utility coordinator, Mr. Mark Mitchell, subsurface utility engineer, and Mr. Donald Spicer, PSM, surveyor and mapper. Having been awarded over 100 continuing services contracts, your KEITH Team is extremely qualified to meet the city's needs. Our decades of experience with the City of Fort Lauderdale provides valuable insight into your project needs and requirements. Each KEITH Team member has the know-how and capacity to manage large and small work authorizations and the technical expertise to ensure top-quality is always delivered on time and under budget. Our diverse staff has made the commitment of their time and energy to meet the schedule requirements of similar contracts in the past and is committed in providing unparalleled service to this contract.

### **Electrical Leads: Edmundo Rodriguez, PE | Diocles Torralbas, PE**

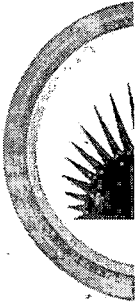
Mr. Edmundo Rodriguez will serve as the Senior Electrical Engineer and Engineer of Record, overseeing the design and construction supervision of the project's electrical infrastructure. His responsibilities will include interdisciplinary coordination to ensure seamless integration of electrical, communications and control systems, adherence to industry standards, and overall project efficiency. His extensive experience with utility infrastructure and transportation systems (lighting, signalization and ITS) will be pivotal in delivering robust and reliable electrical systems.

Mr. Diocles Torralbas will function as the Electrical and Instrumentation Engineer, responsible for power system integration, including generation, distribution, and protection. He will be actively engaged in plan reviews, safety meetings, coordination with design engineers, and on-site construction supervision. His role will encompass troubleshooting electrical systems, ensuring compliance with regulatory requirements, and optimizing SCADA integration for real-time monitoring.

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### **Public Involvement Leads: Heather Leslie | Melissa Rodriguez**

Senior Community Outreach Specialist Ms. Melissa Rodriguez will serve as the day-to-day contact for the project, bringing extensive experience in bridge projects for the Florida Department of Transportation District 6. She will be supported by HML Public Outreach Principal Ms. Heather Leslie, who will assist in developing the overall outreach strategy and provide additional backup as needed. Together, their combined experience with major transportation projects in coastal communities will ensure seamless and effective outreach throughout the design phase.



**PRINCIPAL-IN-CHARGE**  
Brian Russell, PE\*

**PROJECT**  
Stephen

**DEPUTY PROJECT**  
Manda M

**ROADWAY DESIGN**

Nate Willbur, PE, RSP1\*  
Grace Taussig, PE

**DRAINAGE / HYDRAULICS**

Paul Snead, PE\*  
Katelynn McKeel, EI

**BRIDGE DESIGN / DEVELOPMENT**

Ryan Fox, PE\*  
Giovanni Orellana, PE  
Sai Chitrapu, PE

**TTCP / S&PM**

Tim Wineberg, PE\*  
James Kalowsky, PE

**COASTAL ENGINEERING**

Muthukumar Narayanaswamy, PhD,  
PE\*  
Javier Mardones, PE

**SUBCONSULTORS**

**PERMITTING**

Mariana Evora, PE\*  
Luis Aguiar  
Thalia Isla

**GEOTECHNICAL**

Francois Thomas, PE, SI\*  
Maximo Peralta Alvarez, PE

**LANDSCAPE /  
SURVEY /  
COORDINATION**

Geoffrey Cam  
Yevgeniy "Eug  
Mark I  
Donald S



## PROJECT MANAGER

**Stephen Fowler, PE****EDUCATION**

BS, 2008, CIVIL  
ENGINEERING,  
UNIVERSITY OF  
FLORIDA

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
75431

*Mr. Fowler serves as a Regional Technical Manager - Bridges for the Southern Region at Michael Baker. He is responsible for the capture, delivery, and management of complex and non-typical projects, and the preparation of design calculations, plans, and contract documents. He has over 17 years of experience in the design and analysis of bridges, retaining walls, and miscellaneous transportation and infrastructure related structures. He has worked on projects throughout Florida, Georgia, Illinois, North Carolina, Tennessee, and Texas.*

**RELEVANT EXPERIENCE**

**I-75 at US 301 Interchange Design-Build - Leware / Ajax JV - FDOT District 1. Ellington, FL. LEAD STRUCTURAL ENGINEER.** The I-75/US 301 interchange design-build improvements includes modifying the existing interchange from a partial cloverleaf to a diamond configuration, widening a portion of I-75 to add auxiliary lanes, widening US 301, widening and rehabilitating the existing Salt Marsh Bridges, constructing two new ramp bridges over the Manatee River, and rehabilitating the existing mainline bridges over the Manatee River. Our project team developed innovative design approaches that significantly reduced the cost of construction. Our structures approach reduced the proposed bridge area by 27 percent from the conceptual plans by eliminating the I-75 mainline bridge stub-outs at the south end of the structures over the Manatee River, which resulted in an estimated savings of \$15 million to the overall construction cost, as well as significant long-term inspection and maintenance costs. Responsible for leading the structures design and production effort and serving as Engineer of Record for a high-level bridge across the Manatee River which was subject to vessel collision, significant scour, and wave loading.

**Acree Road over Thomas Creek Emergency Bridge Repairs - City of Jacksonville. Jacksonville, FL. ENGINEER-OF-RECORD.** Consultant provided design and inspection services for the emergency repair of two timber bridges over Thomas Creek. The repairs consisted of strengthening a crushed pile bent cap on one bridge and re-establishing bearing between a bent cap and piles on the adjacent bridge. The design and contract drawings were developed with input from the contractor, which provided construction flexibility to reduce schedule and cost. Responsible for QC of final repair plans and calculations.

**Water Street Median Failure - City of Jacksonville. Jacksonville, FL. STRUCTURAL ENGINEER.** This project involved putting together emergency replacement plans for a failed section of pile-supported pavement in downtown Jacksonville. Portions of the pile-supported pavement collapsed due to voids underneath the pavement. The same day that our team was notified of the situation by the City of Jacksonville, we visited the site to assess the extent of damage and provided a temporary traffic control scheme to close nearby traffic lanes. Our team developed plans for replacement of the failed area and provided construction support services while the failed area was replaced. Responsible for technical oversight and QC review of final repair plans and calculations.

**Jork Road Bridge Emergency Inspection and Repair - City of Jacksonville. Jacksonville, FL. STRUCTURAL ENGINEER.** The consultant completed this assignment under the Miscellaneous Dredge and Waterways general consulting contract. This task involved performing an emergency inspection and load rating of this single-span timber bridge over Pottsborg Creek. The results lead to an emergency closing of the bridge due to severe section loss and delaminative corrosion of steel H-piles resulting in essentially 100 percent section loss. Repair plans incorporating concrete pile jackets were developed to reopen the sole neighborhood entranceway. Responsible for technical oversight and QC review of final repair plans and calculations.

**Little Lake Worth and Little Blue Heron Bridge Replacements Design-Build - Murphy Construction Co / FDOT District 4. Riviera Beach, FL. STRUCTURAL ENGINEER.** This Design-Build project consisted of the replacement of the Little Blue Heron and Little Lake Worth Bridges and roadway approaches along the scenic, coastal highway SR A1A. The low-level, fixed bridges serve as the only transportation links to Singer Island, providing access to many businesses, residential communities, and recreational areas in the region and were more than 40 years old and structurally deficient. The new bridges are both multi-span, continuous cast-in-place flat slabs with integral intermediate bents and king-pile abutments, and were constructed in phases. The project featured multiple innovations to reduce environmental impacts, including mounting slab formwork from pile caps, use of sidewalks cantilevered beyond retaining walls, incorporation of king-pile abutments to eliminate the need for wall tie-backs, and maintaining the natural fish habitat by leaving portions of existing piling intact above the mudline. The project involved extensive coordination with stakeholders and utility agencies, as well as numerous environmental considerations. Responsible for development of the technical proposal, design of king-pile abutments and temporary retaining walls, development of a finite element analysis model, lateral stability analysis, and preparation of contract plans.

**Crosstown Parkway Extension Design-Build - City of Port St Lucie. Port St Lucie, FL. STRUCTURAL ENGINEER.** Served as the prime design consultant of the design-build team that completed the Crosstown Parkway Extension. The project creates a third crossing into Port Saint Lucie, relieves traffic congestion, and provides an additional hurricane evacuation route. The corridor included approximately 1.5 miles of roadway improvements and a 0.75-mile bridge over the North Fork of the Saint Lucie River. The bridge traverses a highly environmentally sensitive area, which required minimization of wetland impacts and protection of the Savannas Preserve State Park. This project features unique architecture for the city's signature bridge, drainage design, utility coordination and design, and extensive landscaping. A unique feature of this project is the superstreet intersection at Crosstown Parkway and Floresta Drive, the first of its kind in Florida. This innovative intersection is a type of restricted crossing U-turn intersection (defined by the Federal Highway Administration) specifically designed for situations where through traffic on the major road is significantly heavier than the traffic of the cross street. Responsible for concept development and QC review of the plans and design calculations.

**I-95 / I-295 North Interchange Design-Build - Archer Western Contractors / FDOT District 2. Jacksonville, FL. LEAD STRUCTURAL ENGINEER.** Teamed with a contractor, the consultant team developed an improved concept that reconnects ramp movements under an existing third-level fly-over ramp, and adds eastbound and westbound collector/distributor facilities that will improve interchange operations. In addition to the main interchange, a service interchange at US 17 will also be fully reconstructed. The project includes 6 miles of interstate widening or reconstruction, 13 bridges, 800,000 square feet of permanent retaining wall, ITS, noise walls, signal design, signing, marking, and lighting design. An extensive network of stormwater management facilities was also incorporated to provide stormwater treatment and attenuation. Responsible for leading the structures effort through the technical proposal phase and the early part of final design, providing structural QC review, structural EOR, and assisting with issue resolution and other post-design efforts.

**SR 105 (Heckscher Drive) Bridge Replacement over Sisters Creek Design-Build - Archer Western Contractors / FDOT District 2. Jacksonville, FL. PROJECT MANAGER / LEAD STRUCTURAL ENGINEER.** This project replaced the SR 105 (Heckscher Drive) bridge over Sisters Creek. The existing bascule bridge, which is located in a pristine salt marsh environment with historic and cultural significance, was replaced with a new 3,300-foot, high-level fixed span structure. The project greatly improved safety and mobility by adding full-width shoulders, bike lanes, sidewalks, and local access connections. The design team was able to temporarily reconfigure an intersection to attain a safer and consistent 45-mph design speed throughout construction and exceeded project requirements to maintain a grade-separated pedestrian crossing for a local business throughout construction. Doing so kept the local stakeholder's employees from having to cross high-speed traffic on the way to the additional parking lot on the north side of Heckscher Drive. Additional features included lengthening the bridge to avoid poor soils on both sides of the waterway, using retaining walls which could "perch" above existing grade to avoid impacting the culturally important shell midden areas, incorporation of a switch-back sidewalk to eliminate unsignalized crossing of a high-speed facility, and providing upgraded park features such as a kayak launch area. The bridge featured a continuous 3-span superstructure unit consisting of prestressed girders made continuous for live load only without post-tensioning, and aesthetic piers subject to significant vessel collision and scour. Responsible for design of the bridge and retaining walls.

**I-395 / SR 836 / I-95 Design-Build - Archer Western - De Moya JV / Miami-Dade Expressway Authority. Miami, FL. STRUCTURAL ENGINEER.** The I-395/S.R. 836/I-95 design-build project is a partnership between FDOT and the Miami-Dade Expressway Authority. Served as a major subconsultant responsible for the S.R. 836 segment of the project, including the construction of a new high-level central viaduct, repurposing the existing S.R. 836 roadway as a collector-distributor (C-D) system, and providing connections to I-95 and other facilities within the interchange. The C-D system provides major improvements to the entrance/exit movements between NW 12th Avenue and I-95/I-395. Some unique features of the viaduct bridge include voided-column hammerhead piers with segmental inverted-T pier caps, auger-cast pile foundations, and design for vessel collision. Responsible for serving as successor EOR of the viaduct structure, providing structural QC review, and providing post-design support.

DEPUTY PROJECT MANAGER

# Manda Metzger, GIP



*Ms. Metzger is an efficient, hands-on construction professional with institutional knowledge of the public utility industry and experience with permitting and pre-construction efforts in the private development sector. Her knowledge has been acquired from working with a private developer and at the Pittsburgh Water and Sewer Authority for almost 14 years. She possesses the ability to plan, organize, coordinate, and manage the construction work for local and national businesses, as well as highly visible water and sewer industry projects.*

**EDUCATION**

BS, CIVIL / ENVIRONMENTAL, FLORIDA INSTITUTE OF TECHNOLOGY

AA, CIVIL ENGINEERING, HILLSBOROUGH COMMUNITY COLLEGE

**RELEVANT EXPERIENCE**

**George T Lohmeyer Wastewater Treatment Plant Redundant Force Main Project - City of Fort Lauderdale.** *Fort Lauderdale, FL.* CONSTRUCTION MANAGER. This project is a combination of microtunneling and open cut construction methods to install a 60" Effluent Force Main. Coordination with stakeholders and overlapping construction projects in the area is a major aspect of this fast-paced project delivery.

**Flagler Heights Sewer Basin A-21 Repairs - City of Fort Lauderdale.** *Fort Lauderdale, FL.* CONSTRUCTION MANAGER. CCTV, cleanout installation, and lining of sanitary sewer mains and laterals within the A21 sewer shed.

**A-11 Tarpon River Sewer Basin Rehabilitation - City of Fort Lauderdale.** *Fort Lauderdale, FL.* CONSTRUCTION MANAGER. CCTV, cleanout installation, point repairs and lining of sanitary sewer mains and laterals within the A11 sewer shed.

**Pump Station A-24 and Force Main CEI Services Contract - City of Fort Lauderdale.** *Fort Lauderdale, FL.* CONSTRUCTION INSPECTION / CONSTRUCTION MANAGER. The newly constructed 25" deep sanitary sewer wet well, and pump station also required installation of an 18" Force Main through an open cut installation method along a Broward County Road to expand capacity in the Flager Village neighborhood.

**PNC Bank Realty Services, ADA Upgrades - PNC Bank.** *Pahokee, West Melbourne, FL.* CONSTRUCTION INSPECTION. This contract with PNC Bank upgrades their branch locations concrete walkways and asphalt paved parking lot to meet the Federal ADA requirements.

**e-Builder Web Based Program Implementation Services Contract - Cook County Chicago Department of Transportation.** *Chicago, IL.* CONSTRUCTION INSPECTION. Coordination with the Chicago Department of Transportation to implement their first Project Management Information System, experience includes building the system to meet the needs of the client and within the e-Builder system limits purchased by the client. On-site and virtual trainings of the end users and training of a dedicated e-Builder administrator for the system owner.

**Design and Construction Management Master Services Contract - Duquesne Light Company.** *Southwestern, PA.* CONSTRUCTION MANAGER.

- **Warwick Aeration Plant CM/CI. Warwick Pipe Design. Warwick Plan Retaining Wall.** Working with DLC team and contractor to install the upgraded process to aerate the acid mine drainage to meet the requirements of DEP to be reinstated into an adjacent natural creek.
- **Woods Run Renovation CM/CI.** Onsite inspections and management for internal building renovations, exterior concrete and drainage, and walking bridge upgrades.

## PRINCIPAL-IN-CHARGE

**Brian Russell, PE****EDUCATION**

BS, 2004, CIVIL  
ENGINEERING,  
FLORIDA STATE  
UNIVERSITY

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
PE70205

FAA PAVEMENT  
CERTIFICATE, 2010

FDOT AIRFIELD  
PAVEMENT  
INSPECTION, FL,  
2010

*Mr. Russell has more than 22 years of experience in construction and transportation engineering and management. He has extensive experience as both Principal and Project Manager on large scale construction projects throughout Florida. Over the past 7 years, he has been the Principal-in-Charge for continuous work with the City of Fort Lauderdale. In this role, he has ensured project delivery excellence through staffing assignments, team leadership, and developing a trusted partnership with the leadership at Fort Lauderdale. For this contract, Mr. Russell will continue to be trusted partner to the City of Fort Lauderdale and ensure delivery that exceeds your expectations.*

**RELEVANT EXPERIENCE**

**George T Lohmeyer Wastewater Treatment Plant Redundant Effluent Force Main CEI - City of Fort Lauderdale.** *Fort Lauderdale, FL. PRINCIPAL-IN-CHARGE.* The City of Fort Lauderdale is faced with increasing capacity and reliability needs for its effluent force main from the George T. Lohmeyer Wastewater Treatment Plant to the facility's deep injection well. To improve redundancy and capacity of effluent discharge from the G.T. Lohmeyer Wastewater Treatment Plant (GTLWWTP) to deep injection wells, the City has elected to install a new 60-inch diameter force main between the two assets. Michael Baker is providing CEI services in support of this complex project with detailed stakeholder coordination, engagement, and communication.

**Shuttle Landing Facility Block 1 Development Construction Management - Space Florida.** *Merritt Island, FL. PRINCIPAL-IN-CHARGE.* Michael Baker is providing full-time inspection services to monitor construction activities for construction of Shuttle Landing Facility Block 1. Under this contract, the Michael Baker team is producing quality assurance plans, project management and coordination, pre-construction conference and construction coordination meetings, management of construction submittals, quality assurance testing and inspection, on-site observations, electronic record maintenance, and monthly progress reports.

**General Program Management and Engineering - Jacksonville Transportation Authority.** *Jacksonville, FL. PROGRAM MANAGER / PROJECT MANAGER / PRINCIPAL-IN-CHARGE.* Responsible for the overall team organization and delivery of quality services to JTA. Focused on innovative ways to deliver products and add value to JTA's mission. Michael Baker was selected as the general program management consultant to support the client's Blueprint for Transportation Excellence initiatives via staff augmentation for planning, development, design, financing and construction administration. Under this contract, Michael Baker is providing a team of collaborative, multi-disciplined professionals supporting all aspects of the client's Construction & Capital Program Division needs.

**Jacksonville Regional Transportation Center Design - Jacksonville Transportation Authority.** *Jacksonville, FL. PRINCIPAL-IN-CHARGE.* Responsible for design of new transportation facility. Michael Baker, as part of a joint-venture team, provided design services for the state-of-the-art Jacksonville Regional Transportation Center. Michael Baker designed the structure and provided architecture, landscape architecture, right-of-way and utility coordination, geotechnical engineering, and construction management services for the project.

**Daytona Airport Terminal Renovation - Volusia County.** *Daytona Beach, FL. PRINCIPAL-IN-CHARGE.* Responsible for project team oversight and contractual matters associated with the design, construction documentation, and ongoing construction administration of the terminal renovation. Michael Baker provided design services for the terminal and concourse areas. Other services included project management, architectural engineering, signage, and preparation of construction documents.

## QA/QC MANAGER

**Kyle Harper, PE****EDUCATION**

BS, CIVIL  
ENGINEERING,  
ROSE-HULMAN  
INSTITUTE OF  
TECHNOLOGY

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
55363

*Mr. Harper serves as the Operations and Practice Leader for Surface Transportation covering the State of Florida. He is responsible for all design staff, client relations and marketing along with production. He has served as a senior project manager on numerous transportation and infrastructure projects including airports, infrastructure, transportation, and land development in the United States and Middle East with construction values ranging well into the hundreds of millions. He has two decades of project management experience that includes PD&E, highway, right of way, water, sewer, drainage, and land development projects. He has served FDOT, Turnpike, and various other clients in his career.*

**RELEVANT EXPERIENCE**

**10th and 11th Avenue South Booker Creek Bridge - FDEP. Columbia County, FL. PROJECT PRINCIPAL.** Responsibilities included performing the environmental field surveys and preparing the USACE and SWFWMD permit applications. Prepared figures for the permit applications using GIS software. Coordinated with permitting agencies as needed to secure the permits.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7. Pinellas County, FL. PROJECT PRINCIPAL.** Michael Baker is providing design services encompassing a BDR and final design plans for the water crossing replacement of an existing off-system sono-void flat slab bridge. The proposed bridge will maintain the existing curved alignment, requires single lane construction phasing, provide adequate vertical drive clearance, and provide a shared use path on one side and a sidewalk on the other.

**SR 5 / US 1 NB Bridge Replacement over Turnbull Creek. Volusia County, FL. PROJECT MANAGER.** Michael Baker is providing services for replacement of the structurally deficient SR 5 / US 1 NB Bridge over Turnbull Creek. The replacement structure will utilize a shallow structural depth to minimize the profile rise. The project includes structural quality control of the new bridge crossing utilizing alternative materials due to the extremely aggressive environment.

**FDOT D3 FG&A Railroad Bridge Over Apalachee Parkway Emergency Repairs - FDOT, District 3. Leon County, FL. PROJECT PRINCIPAL/QA MANAGER.** In January 2022, D3 entrusted Michael Baker to respond to a third bridge strike within four years. Our engineers were on site starting on day one to assist with the damage assessment and had developed alternatives for both repair and replacement within 48 hours, delivering signed and sealed plans within three weeks for the replacement of two spans using a steel through-girder superstructure. We proactively suggested to D3 to switch from doing heat straightening and repairs for the third time to constructing a replacement structure that provided an additional 24 foot clearance.

**SR 60 Design - Build - FDOT District 7. Tampa, FL. PROJECT PRINCIPAL.** Michael Baker provided services for this design-build project on approximately two miles of SR 60 / Northbound collector-distributor roadway widening to support a new single lane ramp connection from SR 60 to Independence Parkway in Tampa, Florida. The new ramp has a 180-foot-long single-span concrete bridge and 2,000 linear feet of mechanically stabilized earth walls, major overhead signage from Tampa International Airport and milling and resurfacing of northbound Veterans Expressway.

## STRUCTURES LEAD

**Ryan Fox, PE****EDUCATION**

MS, CIVIL  
ENGINEERING  
- STRUCTURES  
EMPHASES, TEXAS  
TECH UNIVERSITY

BS, CIVIL  
ENGINEERING,  
TEXAS TECH  
UNIVERSITY

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
80148

*Mr. Fox leads Michael Baker's Florida bridge staff and is responsible for the group's operations, planning, and execution of work objectives. He is a structural engineer with a broad range of design and analysis experience in both concrete and steel structures. His experience includes 40+ bridges over water; 14 design-build projects; multilevel interchange bridges; major and minor highway bridges, including direct connectors, freight rail, commuter rail, and light rail bridges; prestressed concrete structures; and steel plate girder structures; retaining walls; bulkhead walls; and other miscellaneous structures.*

**RELEVANT EXPERIENCE**

**\*I-275 Howard Frankland Bridge Design-Build - FDOT, District 7.** *Pinellas and Hillsborough Counties, FL. STRUCTURAL ENGINEER OF RECORD.* The primary goal of this project is to design and construct the replacement for the existing NB I-275 (SR 93) Howard Frankland Bridge over Tampa Bay. The project undertakes major additions and changes to the existing roadway system by adding express lanes, improving existing roadways, enhancing safety, adding capacity and mobility, and accommodating future light rail. Key responsibilities included: structural EOR of Roadway Miscellaneous Structures and of the Howard Frankland Bridge (FDOT Category 2 structure) during post design. Lead structural engineer for 12,000 linear feet of bulkhead walls, both single span pedestrian bridges, modifications of the FDOT standard 30-foot prestressed concrete pile section, MSE walls designs, and temporary critical retaining walls.

**Design SR 20 West of City Hall to Black Creek Boulevard - FDOT, District 3.** *Walton County, FL. STRUCTURAL ENGINEER OF RECORD.* Michael Baker is providing roadway design plans to widen SR 20 in Walton County from a two-lane undivided highway to a four-lane divided roadway to facilitate the continued growth of the area and maintain a desirable level of service through the City of Freeport. The existing bridge over Lafayette Creek is to be replaced with a pair of new three-span prestressed concrete bridges. The new water crossings are to be designed with a sidewalk and a shared use path to accommodate pedestrians. Due to the right-of-way constraints, wrap around retaining walls are used. Other scope items contain new mast arms at the intersection of US 331 and US 331B, signing upgrades, new stormwater ponds, drainage conveyance system and pedestrian lighting.

**SR 5 / US 1 NB Bridge Replacement over Turnbull Creek.** *Volusia County, FL. STRUCTURAL ENGINEER.* Key responsibilities included structural design and review of the new bridge (low-water crossing) utilizing alternative materials due to the extremely aggressive environment (salt water). Michael Baker is providing services for the replacement of the structurally deficient SR / US 1 NB bridge over Turnbull Creek (#790086). The proposed structure will be an 180-foot four-span flat slab bridge. This structure will utilize a shallow structural depth to minimize the profile rise affects on the approaches and to meet bridge hydraulic recommendation. Turnbull Creek is a non-tidal stream affected by hurricane surge and riverine flood discharge.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7.** *Pinellas County, FL. STRUCTURAL ENGINEER.* Michael Baker is providing design services encompassing a BDR and final design plans for the water crossing replacement of an existing off-system sono-void flat slab bridge. The proposed bridge will maintain the existing curved alignment, requires single lane construction phasing, provide adequate vertical drive clearance, and provide a shared use path on one side and a sidewalk on the other. Key responsibilities include structural QC review of the BDR and the final design calculations and plans.

\*NON-MICHAEL BAKER  
EXPERIENCE

**SR 60 Tampa International Airport (TPA)- FDOT District 7.** *Hillsborough County, FL.* STRUCTURES QC MANAGER. Responsible for structural quality control review of the new Ramp B single span, highly skewed, FIB 84 bridge over Ramp A5. Structural engineer of record of the roadway miscellaneous details. Also responsible for management of post design tasks with shop drawing, requests for information, reviews, and responses. Michael Baker is providing design-build roadway improvements to the S.R. 60 Westbound roadway facilities including mainlines, collector-distributor (CD) roads, and ramps. The project includes widening, reconstruction, new construction, and milling/resurfacing of the S.R. 60 Westbound and Veterans Expressway Northbound (S.R. 589), CD roadways, and associated ramps. The Michael Baker team is overseeing additions and modifications to the existing roadway facility to enhance safety, add capacity, improve mobility, and meet all project requirements and commitments.

**Miccosukee Road over Branch of Alford Arm Bridge Replacement- FDOT District 3.** *Leon County, FL.* STRUCTURAL ENGINEER. Michael Baker is preparing construction documents for the replacement of the Miccosukee Road Bridge that crosses the Alford Arm Tributary (Bridge No. 550051). The existing steel rolled section of the bridge is supported by timber piling. The original replacement bridge concept was replaced with a five-cell reinforced concrete box culvert. The proposed culvert will be constructed in four phases allowing constant vehicle movement on the roadway as well as maintaining an open stream channel at all times. The project footprint was reduced to minimize the impacts to existing protected trees along the R/W boundaries. Miccosukee Road is designated by Leon County as a "Canopy Road" requiring minimization of tree impacts. The selected structural type minimized the required adjustment of the vertical profile for the Miccosukee Road and provided the most economical solution with the lowest environmental impact.

**\*City-Wide Bridge Rehabilitation CCNA Continuing Services Contract (PO# 21-72AO), Task Order No 3: Seawall Repairs at Wild Turkey Lane Bridge No 175550 - City of Sarasota Engineering Department.** *Sarasota County, FL.* STRUCTURAL ENGINEER. This TWO involved repairing approximately 30 LF of existing seawall at Bridge No. 175550 within Bird Key. Repairs of the existing wall were initially repaired in 2015, however due to property disputes, the last stretch of repairs were not completed. This TWO will complete the seawall repairs at this bridge.

**\*SR 9 (I-95) Express Lanes Phase 3C Design-Build (95 Express / I-595 Direct Connectors, SR 9 / I-95 from Stirling Road to Broward Boulevard, SR 9 / I-95 at SR 862 / I-595 Bridge Painting; FM Nos 409354-2-52-01, 432222-1-52-01; Contract E4S44) - FDOT District 4.** *Broward County, FL.* STRUCTURAL ENGINEER. This project is Phase 3C of the Department's overall Phase 3 implementation of Express Lanes along the I-95 Corridor within Broward and Palm Beach Counties. "95 Express" is a Limited Access Express Lane facility that runs adjacent to the I-95 General Use Lanes South Florida. The construction limits extend from south of Hollywood Boulevard at I-95 milepost 1.773 to south of Broward Boulevard at I-95 milepost 10.757 in Broward County for a total distance of approximately nine miles along I-95. The Project also includes improvements along I-595 from west of SR-7 at milepost 8.515 to I-95 at milepost 10.545 for a total distance of approximately two miles, direct connections between northbound and southbound 95 Express Lanes and I-595 to and from the west, and the painting of 17 existing steel bridges within the I-95/SR 84 and I-95/I-595 Interchanges. Within the Project limits, I-95 is a north-south divided urban limited access facility with design and posted speeds of 65 mph, generally consisting of 12-foot General Purpose Lanes and Auxiliary Lanes, 12-foot paved inside shoulders, and 12-foot (10 feet paved) outside shoulders in each direction. There are existing interchanges within the construction limits at Hollywood Boulevard, Sheridan Street, Stirling Road, Griffin Road, I-595, SR 84, and Davie Boulevard. In addition, there are existing I-95 bridge crossings over Johnson Street, C-10 Canal, Taft Street, C-10 Spur Canal, Dania Cut-Off Canal, and South Fork of the New River, and a local overpass at SW 42nd Street. After RFC, the mono-shaft foundations for a select few bridge widenings were requested to be updated to pipe pile footing foundations. Mr. Fox led design efforts to change the foundations utilizing pipe piles for the bridge widenings at Johnson Street, Taft Street and Griffin Road.

**\*Gateway Expressway (E7 J46 / Fin No 433880-1-52-01) Design-Build, - Archer Western De Moya JV / FDOT District 7.** *Pinellas County, FL.* STRUCTUREAL ENGINEER OF RECORD. The project consists of the design and construction of two new four-lane elevated tolled roadways that will provide direct connection-with no intersections - between US 19 and I-275 (north of 49th Street North) and I-275 to St. Pete-Clearwater International Airport (PIE) and the Bayside Bridge, as well as the widening of I-275 to accommodate one additional "Dynamic" tolled express lane in each direction next to the existing freeway lanes, one-mile south of Gandy Boulevard to 4th Street North. The project is also leaving an open option for a future light rail corridor on the south side of Ulmerton Road. Overall, the Gateway Expressway project will change the existing roadway system to enhance safety, add capacity and improve mobility. Major Project features include: 26 bridges including 19 new bridges, widening of six bridges and replacement of one bridge barrier, miscellaneous structures including permanent/temporary walls, noise walls, sign structures including cantilevers, overhead signs, mast arms, Intelligent Transportation System (ITS), and toll Gantries. The new communication System (ITS) will include approximately 18 miles of conduit and fiber installations, 20 Close-Circuit Televisions Cameras (CCTV) and 21 Dynamic Message Signs (DMS) to alert drives of current traffic conditions.

ROADWAY LEAD

# Nate Willbur, PE, RSP1



*Mr. Willbur has extensive experience in the transportation engineering field. He has a diverse range of experience as a designer, engineer-of-record (EOR), and project manager on a variety of transportation projects ranging from sidewalk improvements, rural/urban milling and resurfacing, multi-lane capacity improvements, and innovative intersection design. He has signed and sealed component sets such as roadway, maintenance of traffic, signing and pavement marking, and signalization plans.*

**EDUCATION**

MBA, GENERAL BUSINESS, UNIVERSITY OF FLORIDA

BSCE, CIVIL ENGINEERING, UNIVERSITY OF FLORIDA

**LICENSES**

PROFESSIONAL ENGINEER, FL, 72236

ROADWAY SAFETY PROFESSIONAL, LEVEL 1

CERTIFIED NAUI SCUBA DIVER, FL

FDOT ADVANCED MAINTENANCE OF TRAFFIC (MOT) INSPECTOR, FL, 14723

FDEP STORMWATER EROSION & SEDIMENTATION CONTROL INSPECTOR, FL, 14323

\*NON-MICHAEL BAKER EXPERIENCE

**RELEVANT EXPERIENCE**

**SR 5 / US 1 NB Bridge Replacement over Turnbull Creek.** Volusia County, FL. DEPUTY PROJECT MANAGER AND EOR. Michael Baker is providing services for replacement of the structurally deficient SR 5 / US 1 NB Bridge over Turnbull Creek. The replacement structure will utilize a shallow structural depth to minimize the profile rise. The project includes structural quality control of the new bridge crossing utilizing alternative materials due to the extremely aggressive environment.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7.** Pinellas County, FL. PROJECT MANAGER. Michael Baker is providing design services encompassing a BDR and final design plans for the water crossing replacement of an existing off-system sono-void flat slab bridge. The proposed bridge will maintain the existing curved alignment, requires single lane construction phasing, provide adequate vertical drive clearance, and provide a shared use path on one side and a sidewalk on the other.

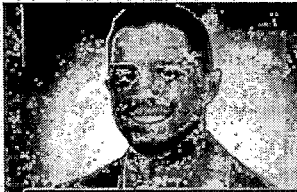
**SR 20 West of City Hall to Black Creek Boulevard - FDOT, District 3.** City of Freeport, FL. ROADWAY EOR. Michael Baker is providing roadway design plans to widen SR 20 in Walton County from a two-lane undivided highway to a four-lane divided roadway to facilitate the continued growth of the area and maintain a desirable level of service through the City of Freeport. The design effort includes a new twin structure bridge over Lafayette Creek and contains new mast arms at the intersection of US 331 and US 331B, signing upgrades, new stormwater ponds, drainage conveyance system and pedestrian lighting.

**SR 60 Design - Build - FDOT District 7.** Tampa, FL. EOR. Michael Baker provided services for this design-build project on approximately two miles of SR 60 /Northbound collector-distributor roadway widening to support a new single lane ramp connection from SR 60 to Independence Parkway in Tampa. The new ramp has a 180-foot-long single-span concrete bridge and 2,000 linear feet of mechanically stabilized earth walls, major overhead signage from Tampa International Airport and milling and resurfacing of northbound Veterans Expressway.

**\*FPID 428593-1, 428724-1, SR 842 from 18th Avenue to US 1 - FDOT District 4.** Broward, FL. PROJECT ENGINEER. Served as Project Engineer for the design and development of roadway safety improvements and milling and resurfacing from 18th Ave to US 1. Key responsibilities included safety improvements associated with moving the curb line and narrowing the existing lanes to accommodate bike lanes. The project also included constructing a new bridge while utilizing an ACROW bridge for MOT. My role also included coordination with local agencies, roadway design, and drainage structure design. Oversaw the preparation of design plans for a milling and resurfacing, and MOT plans.

TTCP LEAD

# Tim Wineberg, PE



*Mr. Wineberg has extensive expertise in roadway design encompassing a wide range of projects from local roads to interstates. His proficiency extends to the areas of signing and pavement markings, where he has demonstrated a keen eye for detail and a commitment to ensuring optimal visibility and guidance for motorists. Additionally, he has a strong background in maintenance of traffic, implementing strategic measures to minimize disruptions during construction while prioritizing public safety. His expertise expands to the principles of complete streets, where he has successfully integrated multi-modal transportation elements to create harmonious and inclusive environments for all users.*

**EDUCATION**

BSE, CIVIL ENGINEERING, UNIVERSITY OF FLORIDA

AA, GENERAL ENGINEERING, SANTA FE COLLEGE

**LICENSES**

PROFESSIONAL ENGINEER, FL, 84217

ATSSA TRAFFIC CONTROL SUPERVISOR, FL

**RELEVANT EXPERIENCE**

**Old Palm City North Resiliency and Infrastructure Restoration Design - Martin County.** *Martin County, FL. ROADWAY / TTCP / SPM EOR.* Michael Baker is providing design services for infrastructure improvements within the coastal Old Palm City North neighborhood. These services include H&H modeling, alternatives evaluation, and final design and permitting services in compliance with FDEP Grant Work Plan Agreement No. 24SRP11. Michael Baker is providing H&H modeling to include a 2D model using the software Stormwise (formerly ICPR) to predict current and future flood stages with consideration of king tides, storm surge, sea level rise, and increased rainfall for multiple planning horizons. Michael Baker is also providing final design and permitting services to support the County with advancing the selected improvements to the construction phase. This task includes coordination with the SFWMD, roadway reconstruction design, drainage conveyance design, cost estimating, and bid support services.

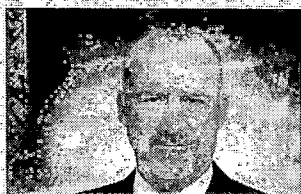
**\*N Lake Reedy Bridge Culvert Replacement - Polk County Public Works.** *Polk County, FL. PROJECT / ROADWAY / SPM ENGINEER.* Project consisted of the replacement of one existing bridge culvert replacements and the realignment of the roadway to eliminate an existing bridge culvert. Additional scope items included, utility relocation, signing and pavement markings, structural design, and floodplain mitigation.

**Districtwide Bridge Repair Design TWO Bridge Rehabilitation for A1A Over Loxahatchee River- FDOT District 4.** *Jupiter, FL. TTCP EOR.* A previous firm was retained to preform repair and rehabilitation design for various bridges and other structures under a district-wide bridge repair design contract. Elements of work include but are not limited to temporary traffic control design, design surveys, field assessments, rehabilitation and repair designs, experimental use of new products, rehabilitation studies and research, utility assistance, preparing preliminary construction cost and contract time estimates, and environmental permitting. One of the tasks was for bridge rehabilitation at A1A over Loxahatchee River. TTCP efforts included a detailed approach for deloading a position of the cap so it could be replaced. A pedestrian detour was also a part of this project.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7.** *Pinellas County, FL. ROADWAY / TTCP / SPM EOR.* Served as the roadway and SPM engineer of record. Michael Baker is providing design services encompassing final design plans for the water crossing replacement of an existing off-system sono-void flat slab bridge. The proposed bridge will maintain the existing curved alignment, requires single lane construction phasing, provide adequate vertical drift clearance, and provide a shared use path on one side and a sidewalk on the other.

\*NON-MICHAEL BAKER EXPERIENCE

## DRAINAGE / HYDRAULICS LEAD

**Paul Snead, PE****EDUCATION**

MS, CIVIL  
ENGINEERING  
- WATER  
RESOURCES,  
UNIVERSITY OF  
CENTRAL FLORIDA

BS,  
ENVIRONMENTAL  
ENGINEERING,  
UNIVERSITY OF  
CENTRAL FLORIDA

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
PE56982

*Mr. Snead's experience includes over 25 years focused on transportation drainage projects throughout Florida from minor intersection improvements to major interstate projects. He has extensive experience permitting arterial widenings with the South Florida Water Management District, as well as evaluating peak stage and discharge criteria, floodplain compensation, and the implementation of practical conveyance solutions within tight corridors.*

**RELEVANT EXPERIENCE**

**SR 5 NB Bridge Replacement over Turnbull Creek - FDOT District 5, Volusia County, FL.** DRAINAGE EOR. Michael Baker is providing services for replacement of the structurally deficient SR 5 NB Bridge over Turnbull Creek. The replacement structure will utilize a shallow structural depth to minimize the profile rise. The project includes structural quality control of the new bridge crossing utilizing alternative materials due to the extremely aggressive environment. Mr. Snead is the drainage engineer of record for this bridge replacement project which included tidal-influenced bridge hydraulics, sea level rise, scour, surface drainage, and permitting with the St. Johns River Water Management District and USACE. Mr. Snead successfully obtained a variation from FDOT D5 and Central Office to reduce the two-foot debris clearance criteria after a thorough review of the project constraints, costs and comparison with the overall resilience characteristics of the region.

**Maydell Bridge Replacement over Tampa Bay Bypass Canal, PD&E - Hillsborough County, Tampa, FL.** DRAINAGE EOR. Michael Baker provided engineering services for replacing the existing 616-foot-long Maydell Drive Bridge over Palm River in Tampa with a bridge of similar length on the current horizontal alignment, while maintaining the existing vertical clearance and providing the minimum required horizontal clearance at the navigational channel. He was responsible for oversight of the tidal hydraulics, scour, wave analysis, surface drainage design, and ERP permitting. Mr. Snead successfully obtained an ERP General Permit from the Southwest Florida Water Management District and acceptance of the FEMA No-Rise application with Hillsborough County.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7, Pinellas County, FL.** DRAINAGE EOR. Mr. Snead was the drainage engineer of record for final design drainage services to support the replacement of the existing bridges over Brooker Creek. The hydraulics investigation included the development of a HEC-RAS model in accordance with FEMA No-Rise requirements. Mr. Snead coordinated with the structures design team to establish the most optimal substructure bridge geometry which satisfied the hydraulic requirements. Scour was also analyzed for the project and used by the structures team in design of the bridge piles. He is also leading the permitting phase for application of a SWFWMD General Permit.

**SR 20 over Lafayette Creek Bridge Replacement - FDOT District 3, Freeport, FL.** DRAINAGE EOR. Mr. Snead is the drainage engineer of record providing oversight of the tidally-influenced bridge hydraulics investigation with scour analysis. The bridge hydraulics included the application of sea level rise to the downstream model boundary in accordance with FDOT requirements. He led the bridge hydraulics investigation in accordance with FEMA No-Rise requirements. The surface drainage design, led by Mr. Snead, included a Pond Siting Update to conform with PD&E requirements to secure federal funding. He is the permitting lead with the Northwest Florida Water Management District.

## ENVIRONMENTAL LEAD

# Jay Gable



## EDUCATION

BS, BIOLOGICAL  
SCIENCE, CLEMSON  
UNIVERSITY

## LICENSES

FAA QUALIFIED  
WILDLIFE HAZARD  
BIOLOGIST

AUTHORIZED  
GOPHER TORTOISE  
AGENT, FL,  
GTA-10-00031F

*Mr. Gable has 30 years of experience working as an environmental scientist in the southeastern United States and, 19 years of experience performing wetland delineations, protected species surveys, and preparing permit applications for projects specifically within the State of Florida. He is experienced with the Environmental Resource Permitting process with each of the State's Water Management Districts as well as the Florida Department of Environmental Protection, and he is very familiar with the USACE Clean Water Act, Section 404 and Rivers and Harbors Act, Section 10 permitting process. His experience with permitting bridge replacement and repair projects includes projects for the FDOT, FDEP, and the Florida Fish and Wildlife Conservation Commission.*

## RELEVANT EXPERIENCE

**Spanish Harbor Channel Bridge Replacement - FDEP. Spanish Harbor, FL.**  
ENVIRONMENTAL SCIENTIST. Prepared Categorical Exclusion and U.S. Coast Guard Bridge Permit Application. Michael Baker provided design and environmental permitting services for rehabilitation and span replacements of the Old Flagler Railroad Bridge over the Spanish Harbor Channel, which is part of the Florida Keys Overseas Heritage Trail. Michael Baker prepared permit applications for the South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), and U.S. Coast Guard; performed a detailed site visit to facilitate the rehabilitation of the bridge arches above the water line; prepared a report outlining the findings of the inspection, recommended repairs, recommended bridge types for gaps; and completed construction plans and specifications for the bridge rehabilitation and span replacement for permitting and bidding. Michael Baker also prepared technical specifications for the use of a prefabricated steel truss bridge.

**White Road Bridge Replacement - FDOT District 3. Holmes County, FL.**  
ENVIRONMENTAL SCIENTIST. Responsible for performing the wetland delineation and protected species survey and preparing natural resources portions of the Environmental Resource Permit application. Michael Baker provided design services for replacement of the White Road Bridge over an Unnamed Branch (Bridge No. 524015). The purpose was to replace the obsolete single-lane, 26-foot, two-span timber bridge with a two-lane concrete structure. Approach roadways consisting of approximately 20 feet of graded roadway without discernable shoulders were replaced with two 10-foot lanes and two 6-foot "effective" shoulders. Michael Baker reviewed a bridge replacement investigation report, FIRM maps, and the County Property Appraiser's and GIS database; performed field visits to evaluate existing conditions; coordinated with utilities and stakeholders; performed preliminary hydraulic, roadway, and structural analysis; analyzed soil samples; and provided public involvement services.

**10th and 11th Avenue South Booker Creek Bridge - FDEP. Columbia County, FL.**  
ENVIRONMENTAL SCIENTIST. Responsibilities included performing the environmental field surveys and preparing the USACE and SFWMD permit applications. Prepared figures for the permit applications using GIS software. Coordinated with permitting agencies as needed to secure the permits.

**Nine Mile Road Widening Design - Build - FDOT. Escambia County, FL.**  
ENVIRONMENTAL SCIENTIST. Conducted wetland delineation and protected species survey. Attended FDEP field review. Prepared FDEP and USACE permit applications and coordinated with agencies until permits were issued. Michael Baker is managing the four-mile widening of Nine Mile Road, including roadway, structural, signalization, signing and marking, hydraulic design, public involvement, and permitting. The project will widen the two-lane highway to a four-lane divided facility, adding stormwater facilities, a new parallel bridge, and two box culvert extensions.

CEI LEAD

# Wilbur Wright, PE



## EDUCATION

BS, BIOLOGICAL  
SCIENCE, CLEMSON  
UNIVERSITY

## LICENSES

FAA QUALIFIED  
WILDLIFE HAZARD  
BIOLOGIST

AUTHORIZED  
GOPHER TORTOISE  
AGENT, FL,  
GTA-10-00031F

*Mr. Wright has over 17 years' experience in the areas of civil engineering, program and project management. He has a proven ability to take projects from planning, final design, and bidding to construction completion. He has strong communicator able to collaborate effectively with senior managers, certifying authorities, and employees to ensure deadlines are met, and maintain budgetary integrity.*

## RELEVANT EXPERIENCE

**General Program Management and Engineering - Jacksonville Transportation Authority. Jacksonville, FL. PROGRAM MANAGER.** Responsible for various capital improvement projects related to on-call contract with client. Michael Baker was selected as the general program management consultant to support the client's Blueprint for Transportation Excellence initiatives via staff augmentation for planning, development, design, financing and construction administration. Michael Baker is providing a team of collaborative, multi-disciplined professionals supporting all aspects of the client's Construction & Capital Program Division needs.

**Construction, Engineering, and Inspection Services (CEI) On-Call Contract - City of Fort Lauderdale. Fort Lauderdale, FL. SENIOR PROJECT MANAGER.** Responsible for program management and task order oversight of projects deployed under this contract. Michael Baker is providing full-time inspection services to monitor construction activities for the City or Ft. Lauderdale Public Works Departments which include but are not limited to sewer main and lateral repairs, pump lift station improvements and water service improvement projects.

**Mandarin Road Pedestrian Safety Improvements - Jacksonville Transportation Authority. Jacksonville, FL. SENIOR PROJECT MANAGER.** Responsible for providing project oversight and delivery of an environmental, historical, and cultural Categorical Exclusion (CE) and Documented Categorical Exclusion (DCE) Worksheet Analysis as required under the National Environmental Policy Act (NEPA) for the Federal Transit Administration (FTA) Region 4 to determine the likelihood and magnitude of potential project impacts associated with the Mandarin Pedestrian Safety Improvements project. This project includes 2.4 miles of uninterrupted track which was evaluated for the construction of new sidewalks, pedestrian bridges, midblock crossings and new drainage features.

**Amtrak Station SOGR - Amtrak. Jacksonville, FL. CONSTRUCTION MANAGER.** Responsible for construction management. Michael Baker is providing full-time CEI services related to the State of Good Repair Improvements projects. The goal of the project is the rehabilitation and asbestos abatement of the Jacksonville Amtrak Station. Michael Baker is providing pre-construction and construction phase services which include reviews, coordination, monthly reports, meetings, safety, construction scheduling, submittals, RFIs, substitutions, invoices, change orders and claims, PMIS file management, substantial completion inspections, project records and documents, and inspection services.

**Shuttle Landing Facility Block 1 Development CM - Space Florida. Merritt Island, FL. PROJECT MANAGER.** Michael Baker is providing full-time inspection services to monitor construction activities. Michael Baker is producing quality assurance plans, project management and coordination, pre-construction conference and construction coordination meetings, management of construction submittals, quality assurance testing and inspection, on-site observations, electronic record maintenance, and monthly progress reports.

## TRAFFIC LEAD

**Angela Potraza, PE, PTOE**

*Ms. Potraza has 10 years of experience with a specific focus in traffic engineering analysis and studies. She has performed traffic studies of varying types and scales and has more recently transitioned to the role of traffic task manager and project manager. Her background includes traffic impact studies, safety assessments, large-scale planning and development studies, corridor studies, traffic forecasting, and multimodal planning efforts. She has knowledge and experience in a variety of traffic engineering analysis programs including Highway Capacity Software, Synchro, and microsimulation modeling with VISSIM. She is also a technical expert in origin-destination studies with StreetLight Data.*

**EDUCATION**

MSCE, CIVIL  
ENGINEERING -  
TRANSPORTATION  
EMPHASIS,  
UNIVERSITY OF  
AKRON

BSCE, CIVIL  
ENGINEERING,  
UNIVERSITY OF  
AKRON

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
PE88146

PROFESSIONAL  
TRAFFIC  
OPERATIONS  
ENGINEER, 4453

**RELEVANT EXPERIENCE**

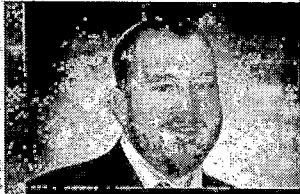
**SR 20 West of City Hall to Black Creek Boulevard - FDOT District 3. Freeport, FL. TRAFFIC ENGINEER.** Michael Baker is providing roadway design plans to widen SR 20 in Walton County from a two-lane undivided highway to a four-lane divided roadway to facilitate the continued growth of the area and maintain a desirable level of service through the City of Freeport. The design effort includes a new twin structure bridge over Lafayette Creek and contains new mast arms at the intersection of US 331 and US 331B, signing upgrades, new stormwater ponds, drainage conveyance system, and pedestrian lighting.

**SR 60 Tampa International Airport (TPA) Interchange Design-Build- FDOT District 7. Hillsborough County, FL. TRAFFIC ENGINEER.** Evaluated modifications to the signal operating plan at Spruce Street and Obrien Street in support of a nighttime detour for the SR 60 / Veterans Expressway interchange in Tampa. Utilized the existing signal timing information and available count data to assess various lane configurations using Synchro. The analysis and recommendations were documented in a brief technical memorandum. Michael Baker is providing design-build roadway improvements to the SR 60 Westbound roadway facilities including mainlines, collector-distributor (CD) roads, and ramps. The project includes widening, reconstruction, new construction, and milling / resurfacing of the SR 60 Westbound and Veterans Expressway Northbound (SR 589), CD roadways, and associated modifications to the existing roadway facility to enhance safety, add capacity, improve mobility, and meet all project requirements and commitments.

**General Program Management and Engineering - Jacksonville Transportation Authority. Jacksonville, FL. PROJECT MANAGER.** Michael Baker was selected as the general program management consultant to support the client's Blueprint for Transportation Excellence initiatives via staff augmentation for planning, development, design, financing, and construction administration. Under this contract, Michael Baker is providing a team of collaborative, multi-disciplined professionals supporting all aspects of the client's construction and capital program division needs.

**US 98 Bypass Design-Build - Cone and Graham. Dade City, FL. PROJECT ENGINEER.** Michael Baker is leading design services for a 1.6 mile two-to-four lane design-build widening project on the US 98 Bypass in Dade City. The project involves the design for roadway, two partial two-lane roundabouts, three signalized intersections, a new high intensity activated crosswalk beacon, signing and pavement marking, miscellaneous structures, as well as lighting and utility coordination.

## SIGNALS / LIGHTING

**Joey DeFrancisco, PE****EDUCATION**

MSCE, 2012,  
TRAFFIC  
ENGINEERING /  
TRANSPORTATION  
ENGINEERING,  
UNIVERSITY OF  
CENTRAL FLORIDA

BSCE, 2009, CIVIL  
ENGINEERING,  
UNIVERSITY OF  
CENTRAL FLORIDA

**LICENSES**

PROFESSIONAL  
ENGINEERING, FL,  
PE80495

ITMSA ASSOCIATE  
TRAFFIC SIGNAL  
TECHNICIAN,  
LEVEL 1, 2023,  
#AA\_130708

FDOT ADVANCED  
TRAFFIC CONTROL  
CERTIFICATION, FL,  
2017, 32276

*Mr. DeFrancisco is a civil engineer with a focus on roadway design including highway design, signals, lighting, signing, marking, and traffic control. He is very familiar with utility coordination and the procedures of FDOT District 3. His responsibilities include serving as Project Manager, Task Manager, EOR, and assisting with quality control. His experience includes working on a wide variety of projects such as limited access facilities, two-lane County roads, multi-lane urban arterials, Airport infrastructure, resurfacing / rehabilitation, flexible pavement design, sidewalks / multi-use path, signal reconstruction, lighting design, ITS/fiber, and new roadway alignments.*

**RELEVANT EXPERIENCE**

**SR 20 West of City Hall to Black Creek Boulevard - FDOT District 3. Freeport, FL. DEPUTY PROJECT MANAGER.** Responsible for internal design team coordination and assisting project manager with production team. Responsibilities also include Traffic Design EOR for pedestrian lighting and design of two mast arm signal systems. Michael Baker is providing roadway design plans to widen SR 20 in Walton County from a two-lane undivided highway to a four-lane divided roadway to facilitate the continued growth of the area and maintain a desirable level of service through the City of Freeport. The design effort includes a new twin structure bridge over Lafayette Creek and contains new mast arms at the intersection of US 331 and US 331B, signing upgrades, new stormwater ponds, drainage conveyance system and pedestrian lighting.

**Ridgemoor Boulevard at Brooker Creek Bridge Replacement - FDOT District 7. Pinellas County, FL. DEPUTY PROJECT MANAGER.** Michael Baker is providing design services encompassing final design plans for the water crossing replacement of an existing off-system sono-void flat slab bridge. The proposed bridge will maintain the existing curved alignment, requires single lane construction phasing, provide adequate vertical drift clearance, and provide a shared use path on one side and a sidewalk on the other.

**SR 5 / US 1 NB Bridge Replacement over Turnbull Creek - FDOT District 5. Volusia County, FL. TRAFFIC TASK MANAGER / ENGINEER.** Responsible for temporary lighting design for maintenance of traffic lane shifts to facilitate bridge replacement. Michael Baker is providing services for replacement of the structurally deficient SR 5 / US 1 NB Bridge over Turnbull Creek. The replacement structure will utilize a shallow structural depth to minimize the profile rise. The project includes structural quality control of the new bridge crossing utilizing alternative materials due to the extremely aggressive environment.

**SR 60 Tampa International Airport (TPA) Interchange Design-Build - FDOT District 7. Hillsborough County, FL. TRAFFIC ENGINEER.** Responsible for lighting design. Michael Baker is providing design-build roadway improvements to the SR 60 Westbound roadway facilities including mainlines, collector-distributor (CD) roads, and ramps. The project includes widening, reconstruction, new construction, and milling/resurfacing of the SR 60 Westbound and Veterans Expressway Northbound (SR 589), CD roadways, and associated ramps. The Michael Baker team is overseeing additions and modifications to the existing roadway facility to enhance safety, add capacity, improve mobility, and meet all project requirements and commitments.

**US 331 / SR 83 Retrofit Bridge Lighting (Continuing Services Design Contract 2023) - FDOT District 3. Walton County, FL. PROJECT MANAGER / EOR.** Design of approximately three miles of corridor lighting and pedestrian intersection lighting for two signalized intersections. Project includes retrofitting light poles for three bridges across the Choctawhatchee Bay. Extensive utility coordination required to minimize conflicts with UAOs.

## COASTAL LEAD

**Muthukumar Narayanaswamy, PHD, PE****EDUCATION**

PHD, 2009,  
COASTAL  
ENGINEERING,  
JOHNS HOPKINS  
UNIVERSITY

MSE, 2008,  
COASTAL  
ENGINEERING,  
JOHNS HOPKINS  
UNIVERSITY

B.TECH,  
1999, OCEAN  
ENGINEERING  
AND NAVAL  
ARCHITECTURE,  
INDIAN INSTITUTE  
OF TECHNOLOGY OF  
KHARAGPUR

**LICENSES**

PROFESSIONAL  
ENGINEER, TX,  
110147

*Dr. Narayanaswamy specializes in using computational modeling to develop practical solutions to challenges in coastal flooding, hydrodynamics, waves, fixed and floating structures. His technical strengths include 2D and 3D wave and coastal hydraulics modeling, structural finite elements, tsunami and hurricane modeling, coastal flood risk mapping, extreme value analysis, met-ocean data analysis, coastal and ocean engineering. He has expertise related to coastal flood risk due to extreme weather events, port development megaprojects, met-ocean modeling and analysis for pre-FEED and FEED studies, structural finite element analysis of offshore structures, wave loads on piers and trestles, selection of design critical met-ocean criteria, construction management of coastal infrastructure, mooring analyses.*

**RELEVANT EXPERIENCE**

**SR 5 / US 1 NB Bridge Replacement over Turnbull Creek - FDOT District 5. Volusia County, FL. TECHNICAL LEAD - COASTAL MODELING.** Michael Baker is providing services for replacement of the structurally deficient SR 5 / US 1 NB Bridge over Turnbull Creek. The replacement structure will utilize a shallow structural depth to minimize the profile rise. The project includes structural quality control of the new bridge crossing utilizing alternative materials due to the extremely aggressive environment.

**Maydell Bridge Replacement - Hillsborough County. Tampa, FL. TECHNICAL LEAD - COASTAL MODELING.** Michael Baker is providing engineering services for replacing the existing 616-foot-long Maydell Drive Bridge over Palm River in Tampa with a bridge of similar length on the current horizontal alignment, while maintaining the existing vertical clearance and providing the minimum required horizontal clearance at the navigational channel.

**SR 25 Over Savannah and Middle Rivers Design-Build - GDOT. Port Wentworth, GA. TECHNICAL LEAD - COASTAL MODELING.** Michael Baker is acting as a subcontractor for replacement of the SR 25 bridges over the Savannah and Middle Rivers near Port Wentworth. The Michael Baker team is providing project management, roadway design, structural design, bridge hydraulic study, drainage, traffic engineering, and environmental permitting services for this design-build project.

**Kentucky Lake and Lake Barkley Replacement Bridges - Kentucky Transportation Cabinet. Marshall and Trigg Counties, KY. TECHNICAL LEAD - COASTAL MODELING.** Michael Baker provided engineering services for the replacement of the US 68 / KY 80 bridges over Kentucky Lake and Lake Barkley in the Land between the Lakes National Recreation Area. Michael Baker's services included project management, a bridge-type study, surveys and mapping, roadway alignments, pavement design, drainage design, maintenance of traffic plans, cost and quantity estimates, right-of-way plans, permit coordination, utility coordination, agency and stakeholder coordination, public involvement, environmental compliance support, and preliminary and final design.

**Ocean Drive Improvements Local Concept Development Study - South Jersey Transportation Planning Organization. Cape May, NJ. TECHNICAL LEAD - COASTAL MODELING.** Michael Baker conducted an LCD study for Ocean Drive upgrades and bridge improvements from NJ Route 109 to Madison Avenue. The study aimed to define transportation needs and compare alternatives, including bridge replacements, rehabilitation, and "no-build" options. Michael Baker handled data collection, analysis, public involvement, hydraulic modeling, alternatives analysis, traffic control plans, utility coordination, and the final concept development report.

## GEOTECHNICAL

**Francois Thomas, PE, SI****EDUCATION**

MS, GEOTECHNICAL  
ENGINEERING,  
UNIVERSITY OF  
ALABAMA

BS, CIVIL  
ENGINEERING,  
UNIVERSITY OF  
ALABAMA

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
56381

SPECIAL  
INSPECTOR,  
7021399

*Mr. Thomas is a Florida-registered Professional Engineer and Special Inspector with over 30 years of expertise in geotechnical engineering, construction materials testing, and inspection services. As the Principal Materials Engineer, he leads laboratory operations, oversees construction materials testing, and ensures the highest standards in inspections. With extensive experience in deep and shallow foundation systems, soil stabilization, grouting, and pavement evaluation, Mr. Thomas has played a key role in construction monitoring and supervision for both private and government projects. His portfolio includes ports, airports, commercial developments, municipal infrastructure, healthcare facilities, retail centers, and educational institutions.*

**RELEVANT EXPERIENCE**

**Coral Ridge Drive from Southgate Boulevard (MP 18.300) to Royal Palm Boulevard (MP 20.500), Coral Ridge Drive from Royal Palm Boulevard (MP 20.500) to Wyndham Circle - Broward County. Broward County, FL. PRINCIPAL ENGINEER.** The project involved road widening to accommodate buffered bike lanes, filling sidewalk gaps, upgrading ADA features, improving drainage, and enhancing pavement markings, lighting, signalization, and landscaping. The geotechnical study provided critical input for the design and construction of these improvements. Field investigations included SPT borings, pavement cores, and soil classification using the AASHTO Soil Classification System. The geotechnical report provided recommendations on soil treatment, cut-and-fill slopes, excavation, groundwater control, pavement design, and vibration and settlement monitoring.

**I-75 Express Lanes Segment D from South of Sheridan Street to North of Griffin Road - Broward County. Broward County, FL. PRINCIPAL GEOTECHNICAL ENGINEER.** Mr. Thomas was the Principal Geotechnical Engineer for the design and construction of Segment D of the I-75 Express Lanes Project which extends from approximately 4,000 feet south of Sheridan Street at milepost 4.645 to approximately 800 feet north of the South Florida Water Management District (SFWMD) C-11 Canal Bridge (north of Griffin Road) at milepost 8.344 in Broward County, for a total distance of approximately 3.7 miles.

**CR 811 / Dixie Highway Fly-Over - Broward & Palm Beach Counties. Broward & Palm Beach Counties, FL. PRINCIPAL GEOTECHNICAL ENGINEER.** Performed a geotechnical engineering study for the new overpass. Provided a geotechnical report with analysis and recommendations for bridge foundation, MSE Wall and roadway soil survey. Prepared TSP for surcharge, settlement monitoring and vibration monitoring. Geotechnical recommendations also included a discussion of soil suitability, groundwater, and other site/construction considerations. Prior to construction, performed baseline vibration monitoring for the railroad track with both a loaded train and empty train. During construction monitored the vibration due to the construction activities and found that vibration due to construction did not exceed the baseline. Provided pile driving inspection and foundation certification as well as pile load tests. Also provided Quality Control during construction.

**Sheridan Street (SR 822) Bridge Over Intercoastal Waterway - Broward County. Broward County, FL. PRINCIPAL ENGINEER.** The project involved bridge repair and rehabilitation, as well as the installation of mast arms at the site. The geotechnical study was conducted to provide critical input to the design team, aiding in the evaluation of proposed improvements. The geotechnical field investigation included performing SPT borings, classifying and stratifying soil samples in the laboratory using the Unified Soil Classification System (USCS), and preparing a comprehensive geotechnical engineering report. The report provided engineering evaluations and recommendations related to foundation design and drilled shaft construction to support the successful implementation of the project.

PERMITTING

# Mariana Evora, PE



*Mrs. Evora has over 10 years of experience in the fields of water resources and environmental engineering, and has served as consultant, project manager, and design engineer in numerous multidisciplinary projects. Her technical expertise includes stormwater planning and project implementation, analysis and design of best management practices, design and construction of pump stations and pipelines, design criteria manuals and permitting, development of capital improvement plans, establishing stormwater utilities. Mrs. Evora's experience also includes planning and design of water transmission and distribution systems and sanitary sewer collection and transmission systems.*

**EDUCATION**

BS, CIVIL  
ENGINEERING,  
FLORIDA  
INTERNATIONAL  
UNIVERSITY

**LICENSES**

PROFESSIONAL  
ENGINEER, FL,  
86167

NASSCO PACP,  
PACP, & LACP  
CERTIFIED

FDOT ADVANCED  
MOT

**RELEVANT EXPERIENCE**

**West Avenue Neighborhood Improvements Project - City of Miami Beach.** *Miami Beach, FL. OWNER'S PROJECT MANAGER.* The project included the design and construction of the complete public underground utilities of water distribution and transmission system, sanitary sewer collection system, and stormwater drainage system, including the verification and development of a stormwater model and a new 120,000 GPM stormwater pump station. Ms. Evora was responsible for the design of a complete and functional neighborhood improvement project, including a pedestrian friendly "Complete Street" redesign, the typical section, curb and gutter, harmonization with lower lying adjacent properties, utility relocation, compliance with City standards and specifications, and compliance with Miami-Dade DERM requirements.

**First Street Neighborhood Improvement Project - City of Miami Beach.** *Miami Beach, FL. OWNER'S PROJECT MANAGER.* Mrs. Evora served as owners Project Manager for the design and of one of the City's marquee projects at the South of Fifth neighborhood, project includes design and permitting of new sanitary sewer, water distribution and stormwater system for major roads in the Miami Beach South of Fifth Neighborhood, and the installation of a new Stormwater Treatment System and pumping system that is to be located in a City owned parking lot on the SW corner of First Street and Washington Avenue. This project also includes raising of First Street between Alton Road and Washington Avenue including the intersections, road elevations is meant to mitigate sea level rise in an area that is already prone to flooding during high tide events. The project included a new 200,000 gpm stormwater pump station.

**41st Street Transmission and Distribution Water Replacement Project - City of Miami Beach.** *Miami Beach, FL. OWNER'S PROJECT MANAGER.* Mrs. Evora was the owner Project Manager working for the City of Miami Beach in the design and permitting for the replacement of approximately 3,200 LF of a 30-inch water transmission main and 3,900 LF of a 16-inch water distribution main along the 41st Street from Alton Rd to Pinetree, the scope included the replacement of all water services and replacement of all fire hydrants along the corridor as well as installation of new ones, scope also seeks to interconnect the transmission and distribution systems at key places along the corridor.

**Venetian Causeway Water and Sewer Replacement - City of Miami Beach.** *Miami Beach, FL. OWNER'S PROJECT MANAGER.* Managed the design and permitting for the replacement of aerial and subaqueous pipes along the Venetian Causeway bridges, including a critical segment at the east bascule bridge. This project involved replacing a 36-inch water transmission main and force mains for sewerage from the Venetian Isles to Miami Beach. Designed and permitted 7,100 LF of water mains and 5,000 LF of sewer mains for HDD replacement. Due to multiple breaks, the bascule bridge segment was expedited under emergency conditions. The project also accounted for future bridge replacement and widening. Ms. Evora oversaw the design and construction of the water and sewer mains.

LANDSCAPE ARCHITECTURE

# Geoff Campbell, PLA, ISA



**EDUCATION**

BLA, LANDSCAPE ARCHITECTURE, UNIVERSITY OF GEORGIA

**LICENSES**

PROFESSIONAL LANDSCAPE ARCHITECT (PLA), FL, LA6667219

ISA CERTIFIED ARBORIST, FL, 9509A

*Mr. Campbell joined the KEITH Team in 2021, bringing over 16 years of landscape architecture project management and high-quality design and construction documentation experience. With a strong technical background and proactive, trans-disciplinary approach, he puts emphasis on sustainable design. He is a creative problem solver with vast expertise in FDOT standards and practices, site design and detailing, hardscape and planting design, roadway and streetscape design, site analysis and feasibility, plant health care and diagnosis, tree preservation, selective clearing and grubbing, construction documents, specification development, construction administration and inspections, grading and drainage design and coordination, sustainability and innovation, and irrigation analysis and design for streetscapes, parks, residential developments and commercial sites.*

**RELEVANT EXPERIENCE**

**SR 5 / US 1 from SR 870 / Commercial Boulevard to SE 7th Street - FDOT District 4.** Fort Lauderdale, FL. LANDSCAPE ARCHITECT. KEITH is assisting FDOT District 4 on this KEITH Access project for roadway design, signing and pavement marking, and signalization for a 2.5-mile resurfacing design project on US 1 / SR 5, from Commercial Boulevard/ SR 870 to SE 7th Street (FPID 446188-1), a C4 Urban General Mix, which includes miscellaneous structures, minor bridge design, signing and pavement marking, lighting, survey, geotechnical, and landscape services. In addition, ADA upgrades, lighting retrofits at signalized intersections, and roadway signage will be improved throughout the corridor. KEITH completed a 3R Report and Target Speed Analysis Report which was approved by the Department. The design and target speed are 45 mph, with a posted speed of 45 mph.

**SR 9 I-95 at Hypoluxo Road - FDOT District 4.** Lantana, FL. LANDSCAPE ARCHITECT. As subconsultant, KEITH is providing landscape architecture, survey, utility coordination, and subsurface utility engineering services. This project requires full construction of Hypoluxo Road bridges over I-95 and SFRC railroad tracks in West Palm Beach County, as well as the replacement of Hypoluxo Road bridge over I-95 and the SFRC railroad tracks to accommodate Diverging Diamond Interchange configuration and reconstruction of all entrances and exit ramps to and from I-95.

**Landscape Architecture Analysis and Design Services - FDOT District 6.** Various Locations, FL. LANDSCAPE ARCHITECT-OF-RECORD. As prime consultant under this task work order driven contract, FPID 425402-2-32-01, KEITH prepares contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with FDOT policy, procedures, and requirements. Major work group includes 15.0 Landscape Architecture with minor work groups of 3.1 minor highway design. Task Work Orders include a full range of services including Standalone Landscape Project Delivery, Tree Preservation Plan Development and Analysis, Irrigation Design Services, Construction Administration and Inspection Services, Conceptual Designs and Graphics, Misc. Cost Estimates, Arborist Assessments, Maintenance Specifications and Feasibility Analysis.

**Landscape Architecture / Design Continuing Services - FDOT District 4.** Fort Lauderdale, FL. PROJECT MANAGER. As prime consultant, KEITH has been tasked under this task work order-driven contract (FPID 230385-8) to provide design, production, review, and inspection for standalone landscape transportation projects associated with D4, consultants, local government agencies, and individuals on a continuing services basis. The major work group is 15.0 (Landscape Architecture), with minor work groups of 3.1 (Minor Highway Design), including electrical engineering, 9.1 (Soil Exploration), and 9.2 (Geotechnical Classification Lab Testing).

UTILITY COORDINATION

# Yevgeniy "Eugene" Khashper



**EDUCATION**

BS, ELECTRICCAL ENGINEERING,  
GORKLY COLLEGE OF ELECTRONICS

**LICENSES**

TEMPORARY TRAFFIC CONTROL CERTIFICATION, INTERMEDIATE, 9096

*Mr. Khashper has experience in plan reviews and utility coordination for design-build and traditional design-bid-build projects. He has worked predominantly with FDOT Districts 4 and 6, and has extensive experience in permitting through governmental agencies. He served as an in-house consultant for FDOT's D6 Construction Office from 2006 to 2014, providing construction plans review at all project phases, utility coordination during design and construction of roadway projects, conflict resolution, and review of all utility certifications. Most recently, he worked for FDOT D4's Utilities office from 2014 to 2019 as a Utility Project Manager III and District Utilities Administrator, where he was responsible for managing the utility office, which also administered District Value Engineering and Cost Savings Initiative programs.*

**RELEVANT EXPERIENCE**

**82nd Avenue from 26th to 69th Street - FDOT District 4. Various Locations, FL. PROJECT MANAGER.** KEITH, as subconsultant, assisted the Client in developing a KEITH Access project including highway and bridge/structural design spanning five miles, consisting of creating new two lane / two-way road construction with four minor bridges over sub-lateral canals. KEITH provided survey, SUE, and utility coordination services.

**SR 25 / US 27, 27 Miles North of I-75 / US 27 Interchange - FDOT District 4. Fort Lauderdale, FL. PROJECT MANAGER.** This bridge project is to modify the existing SR 25 / US 27 northbound/southbound rural medium-separated roadway section with two raised twin-bridge structures, B-2 and B-3. The bridges will span a new canal cross section set by the Army Corps of Engineers and South Florida Water Management District criteria. KEITH, as a subconsultant, is assisting with survey, utility coordination, and subsurface utility engineering.

**SR 5 / US 1 from SR 87 / Commercial Boulevard to SE 7th Street - FDOT District 4. Fort Lauderdale, FL. UTILITY COORDINATION MANAGER.** KEITH is assisting FDOT District 4 on this KEITH Access project for roadway design, signing and pavement marking, and signalization for a 2.5-mile resurfacing design project, a C4 Urban General Mix, which includes miscellaneous structures, minor bridge design. KEITH services included civil, landscape architecture, survey / SUE, and utility coordination.

**Bimini Drive Bridge Replacement #904603 - Monroe County. Monroe County, FL. PROJECT MANAGER.** The Bimini Drive Bridge is one of the four Historic Duck Key Bridges. KEITH, as subconsultant under Monroe County On-Call Professional Engineering Services Contract, was selected to provide professional survey and utility coordination services. The KEITH team were integral in all phases of the project and delivered construction plans and specifications, permitting, and support during the bidding of the project. KEITH utility coordination services included identification of all utilities within the project corridor, all permits, Sunshine state One Call design tickets, risk management, and PD&E studies.

**Design Services St Lucie Interchange Improvements - FDOT District 4. Port St Lucie, FL. PROJECT MANAGER.** As subconsultant, KEITH provided utility coordination services, FM3435337-1-32-01. This design project is of three lane median span concrete bridge at the interchange of I-95 at St. Lucie West Boulevard. This contract is to support in-house roadway design in the widening of this interchange.

SUE

# Mark Mitchell



## EDUCATION

AA, ART, SAINT  
PETERSBURG  
COLLEGE

## LICENSES

TEMPORARY  
TRAFFIC CONTROL  
CERTIFICATION,  
INTERMEDIATE,  
41650

CSX CERTIFIED  
FACILITATOR

OHS  
CONSTRUCTION  
INDUCTION  
TRAINING  
CERTIFICATE

OSHA  
29CFR1910.120 40  
HOUR CERTIFICATE

OSHA CONFINED  
SPACE ENTRY

RAIL INDUSTRY  
SAFETY INDUCTION  
(RISI)

Mr. Mitchell is responsible for oversight of the day-to-day operations of all subsurface utility engineering projects, along with utility records research, conflict analysis, and determining if additional utility investigation is needed for assigned projects. He has completed projects from beginning phases through final delivery, including preparing and submitting fee proposals, client coordination, setting up projects for field crews, conducting field visits when troubleshooting is required, downloading and processing collected data, performing quality control, finalizing for delivery, and keeping clients informed daily. His experience includes creating DTMs, topos, TIN models, PNCs, and test hole summary spreadsheets. He serves as a liaison between the design team, utility agencies, and owners on behalf of clients to provide utility coordination, documentation, inter-coordination, and maintenance of files of all activities for each utility agency.

## RELEVANT EXPERIENCE

**Ravenswood Bridge Replacement - Dania Beach, FL. SUE PROJECT MANAGER.** KEITH managed the utility coordination for this bridge replacement project. Our design ticket with Sunshine State One Call of Florida identified twelve utility agencies and the Broward County Traffic Engineering Department several utility meetings were conducted to clarify the construction phasing and utility involvement.

**82nd Avenue from 26th to 69th Street - FDOT District 4. Various Locations, FL. SUE PROJECT MANAGER.** KEITH, as subconsultant, assisted the Client in developing a KEITH Access project including highway and bridge/structural design spanning five miles, consisting of creating new two lane / two-way road construction with four minor bridges over sub-lateral canals. KEITH provided survey, SUE, and utility coordination services.

**City of Pompano Beach Surveying, Civil Engineering, and Landscape Architecture Continuing Services - City of Pompano Beach. Pompano Beach, FL. SUE PROJECT MANAGER.** KEITH is providing general engineering services to the City on an as-needed basis. Projects provided under this contract include SE 8th Court Bridge Replacement.

**Florida Turnpike Miscellaneous Design Services - Florida's Turnpike Enterprise (FTE). Various Locations, FL. SUE PROJECT MANAGER.** KEITH, as subconsultant, is providing a variety of survey and SUE work. Under the contract scope of services, KEITH performs horizontal and vertical control, topography, utility designation and locates, and bridge and drainage surveys on Turnpike facilities.

**SR 5th Avenue Bridge Replacement - City of Pompano Beach. Pompano Beach, FL. SUE PROJECT MANAGER.** KEITH, as subconsultant, assisted the Client in developing a KEITH Access project related to improvements to the SE 5th Avenue Bridge. KEITH provided extensive survey services to the Client.

**Palm Aire Neighborhood Improvements - City of Pompano Beach. Pompano Beach, FL. SUE PROJECT MANAGER.** KEITH is providing location and designation services along both Palm Aire bridge projects. KEITH is providing horizontal designation services, as well as performing 100 test holes, minimizing any potential for damage.

**Midway Road (CR 712) Widening & Reconstruction - FDOT District 4. Boca Raton, FL. SUE PROJECT MANAGER.** As a subconsultant, KEITH provided surveying, mapping, and SUE services. The project included the widening and reconstruction of Midway Road (CR 712) from a two-lane undivided roadway to a four-lane divided facility. This project also included replacement of the existing bridge (ID 940050) over Florida's Turnpike/SR 91.

## SURVEY

**Donald Spicer, PSM****EDUCATION**

N/A

**LICENSES**

**PROFESSIONAL  
SURVEYOR AND  
MAPPER, FL,  
LS4677**

*Mr. Spicer is a professional surveyor and mapper with 48 years of experience. Through his years of experience, Don's responsibilities include management of survey projects from proposal through final submittal, coordination and supervision of field and production staff, establish and maintain quality control procedures. Further, he has completed several survey calculations for construction staking and boundary determinations, preparation and review of record drawings, proposal preparation for providing surveying services including all construction surveying related services, boundary, topographic, ALTA quantity and control surveys, etc. Don is equipped to utilize Autodesk, AutoCAD Civil 3D, AutoCAD Land Desktop (and earlier versions), Trimble Business Center and Carlson.*

**RELEVANT EXPERIENCE**

**Island Drive Bridge Rehabilitation - Delray Beach.** *Delray Beach, FL.* PROJECT MANAGER. Based on a complete set of engineering plans provided by Custom Built Marine Construction, KEITH provided horizontal and vertical controls, staking of drainage systems, as-built systems, proposed slabs, sidewalks, lift station area, light poles, curbs, and seawall. KEITH also provided a signed, sealed as-built survey on the newly constructed improvements.

**Palm Aire Neighborhood Improvements - Pompano Beach.** *Pompano Beach, FL.* PROJECT MANAGER. KEITH is providing location and designation services along both Palm Aire bridge projects in this extensive Pompano Beach Neighborhood. Following ASCE Standard 38-02, KEITH is providing horizontal designation services, as well as performing 100 test holes at specific sites to expose utilities, minimizing any potential for damage.

**Broward College North Campus Bridge Repair - Coconut Creek.** *Coconut Creek, FL.* SURVEYOR. KEITH assisted the Client with a KEITH Campus project including engineering services and construction documentation based on a previous structural condition survey finding and recommendations report that reported on the condition of the existing NW 39th Avenue bridge. This included the critical safety repairs and intermediate repairs to the existing bridge which consists of a single span, solid concrete slab between abutments on the north and south sides of the canal, including milling and re-paving, re-grading, and pavement markings. KEITH provided civil engineering, survey, and construction program management services to the client. The KEITH team assisted the Client with a specific purpose survey including detailed topographic and drainage information, including inverts, utilized in the redesign and re-paving activities. Additional structural documentation and observation along with permitting and preapplication meetings were also provided. Construction observation tasks included review of shop drawings, periodic site visits, as-built reviews, final inspections, and final certifications.

**Seagis Parkway Drainage Review - City of Fort Lauderdale.** *Fort Lauderdale, FL.* SURVEYOR. The client requested that KEITH provide due diligence services including drainage review services related to recurring drainage issues on the site. The initial civil, survey, and geotechnical services included 1) project research, site visits, document review and preparation of Due Diligence Report, 2) coordination and meetings with client and regulatory agencies, 3) topographic survey, 4) first phase of the geotechnical investigation, 5 soil borings, and 5) first phase Subsurface Utility Engineering (SUE) for location of drainage structures. Additionally, civil tasks were expanded to include pavement marking and signage plans. Landscape architecture services included an existing tree inventory and the development of final construction/permit drawings. Construction services included construction observation, shop drawing reviews, periodic site visits, final inspections, and certifications.

ELECTRICAL

# Edmundo Rodriguez, PE



*Mr. Rodriguez has over 10 years of experience delivering projects to governmental entities across Florida and Puerto Rico. Mr. Rodriguez has been actively involved in the design, construction supervision, and inspection of projects encompassing electrical systems for utility infrastructure and transportation systems. He has a proven track record of interdisciplinary coordination that helps proactively address conflicts, keeping projects on track. His expertise includes the development of water and wastewater treatment plants, high-capacity pump stations, stilling wells, and solar power systems. This experience in power generation, distribution, and protection systems, along with his extensive experience in the transportation sector (lighting, signalization, and intelligent transportation systems), brings unparalleled expertise to any project execution.*

**EDUCATION**

BS, ELECTRICAL ENGINEERING, FLORIDA

INTERNATIONAL UNIVERSITY

AS, AUTOMATIC ENGINEERING, SUPERIOR POLYTECHNIC INSTITUTE JOSE A ECHEVERRIA, HAVANA CUBA

SPECIFICATIONS PACKAGE PREPARATION TRAINING FOR CONSULTANTS, FDOT

**LICENSES**

PROFESSIONAL ENGINEERING, FL, 91400

**RELEVANT EXPERIENCE**

**The Underline PH3, Metrorail ROW from SW 19th Avenue to Dadeland S Metrorail Station - MDC DTPW. Miami, FL. LIGHTING EOR / SENIOR PROJECT ENGINEER.** Scope consists of a 7.36-mile multimodal transportation corridor and urban world class trail providing separate off-street bicycle and pedestrian paths, landscaping, lighting, and amenities. Responsibility includes provision of new smart lighting, control lighting system and electrical infrastructure for Security Camera and Wi-fi.

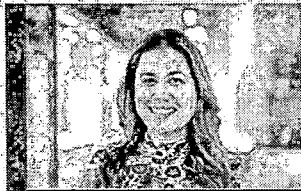
**Citywide Smart City and Lighting Upgrades (2 Contracts) - CMB Public Works Department. Miami Beach, FL. CITY ASSISTANT PROGRAM MANAGER.** Scope consists of a 7.36-mile multimodal Mr. Rodriguez served as City Assistant Program Manager in Phase 1B (Owners Representative) managing citywide lighting upgrades across approximately 9000 poles and is now serving as the Lighting Engineer of Record for Phase 1C. Phase 1B involved choosing a lighting management system and analyzing project costs, while Phase 1C focuses on the execution of retrofitting 1004 poles to improve lighting levels and upgrading city load centers. His duties include developing the city lighting approved product list in coordination with city stakeholders (PWD, CIP, MBPD, Parking & IT Dept.) for selection/integration of smart city technologies.

**SR 953 (NW 103rd Street / SW 49th Street) from West 3rd Avenue to East 10th Avenue - FDOT District 6. Miami, FL. PROJECT DESIGN ENGINEER.** Responsible for the signalization and lighting Engineer. The scope of work of this RRR project included new LED lighting retrofit and signalization upgrades (cabinets, pedestrian signals, and vehicles detection improvements) at five (5) signalized intersection and complete reconstruction and installation of new traffic signals at NW 42 Av (SR-932) and LeJeune Rd (SR-953) intersection.

**MT 2023006 Intersection & Lighting Improvements (Seven Work Orders) - MDC DTPW, Highway Division. Miami, FL. LIGHTING EOR.** Scope responsibility includes the lighting improvements at multiple locations (two of them within City of Miami). Project entailed the provision of construction documents and Lighting Design Analysis Report. The different work orders under the task included: Midblock crosswalk at Brickell Key Dr and 320 Block; New Signalized intersection at NW 169 Street and NW 75 Place/ NW77 Court; Signalized intersection lighting improvements at NW 173 Drive at NW 75 Pl; New Signalized intersection and lighting at Cow Pen Road and Miami Lakes Drive; Lighting improvements along NW 18th Avenue from NW 62 St to NW 71 Street; Lighting improvements along NW 46 Street from NW 30 Avenue to NW 31 Avenue.

PUBLIC INVOLVEMENT

# Heather Leslie



*Ms. Leslie is the Principal and Senior Community Outreach Specialist at HML Public Outreach, bringing 25 years of bilingual communications expertise. She specializes in crafting innovative outreach strategies that blend traditional grassroots methods with cutting-edge approaches, ensuring maximum public engagement. With a deep understanding of resilience and transportation improvements, she excels at translating complex concepts into accessible language. Her extensive experience working with coastal communities further strengthens her ability to create tailored communication strategies that resonate with diverse audiences.*

EDUCATION  
 JOURNALISM,  
 UNIVERSITY OF  
 FLORIDA  
 LICENSES  
 N/A

## RELEVANT EXPERIENCE

**Communications Consulting Services for Golden Glades Interchange Construction Project - FDOT District 6.** *District-wide, FL.* PROJECT MANAGER. Oversees the development of all outreach strategy, including advertising campaign, website development, social media messaging and stakeholder coordination.

**Resilience Infrastructure and Adaptation Program - Village of Key Biscayne.** *Village of Key Biscayne, FL.* SENIOR COMMUNITY OUTREACH SPECIALIST. Coordination and development of strategy, templates and deliverables for Resilience Program. Social media and video campaigns and community events.

**Community Redevelopment Agency, Phase IV Undergrounding of Overhead Utilities and Streetscape Project - City of Hollywood.** *City of Hollywood, FL.* PROJECT MANAGER. Coordination with client to develop outreach strategy for license agreement meetings and execution. Overseeing development of project branding and planning for upcoming public meetings. Manages contract, staffing and budget.

**Utility Infrastructure Improvement Project - Village of Bal Harbour.** *Village of Bal Harbour, FL.* PROJECT MANAGER / PUBLIC INFORMATION OFFICER. Developed branding for construction materials: fact sheets, advisories, door hangers, outdoor signage and hero slides for website. Develops weekly updates and performs in-person coordination during paving operations.

**Districtwide Communications Consulting Services Construction Projects - FDOT District 6.** *Village of Bal Harbour, FL.* PROJECT MANAGER / SENIOR COMMUNITY OUTREACH SPECIALIST. The project includes building six new bridges, seven improved culverts and elevating sections of Tamiami Trail.

**PIO Services on Right-of-Way and Construction Projects - City of Miami Beach.** *Miami Beach, FL.* PROJECT MANAGER / SENIOR COMMUNITY OUTREACH SPECIALIST. **West Avenue Phase 2 Neighborhood Improvement Project (Design-build):** This project includes underground improvements, installing a pump station and raising the elevation of the roadway to minimize street flooding. It will complete the previous work performed in the neighborhood. **Indian Creek Drive Flooding Mitigation Projects:** This project continued the flooding mitigation, seawall and landscaping improvements along this corridor.

MICHAEL BAKER STAFF LICENSES

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

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**FOWLER, STEPHEN O'NEILL**  
596 N BRIDGESTONE AVE  
SAINT JOHNS FL 32259

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**RUSSELL, BRIAN CURTIS**  
10660 QUAIL RIDGE DR  
PONTE VEDRA FL 32081

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6125 KESTREL RIDGE DR  
LITHIA FL 33547

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**FOX, RYAN H.**  
4010 W BOY SCOUT BLVD  
SUITE 400  
TAMPA FL 33607

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**WILLBUR, NATHANIEL R.**  
1021 W. NEW HAMPSHIRE ST.  
ORLANDO FL 32804

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4247 SHADOW CREEK CIR  
OVIEDO FL 32765

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**SNEAD, PAUL QUENTIN**  
 677 MOURNING DOVE CIRCLE  
 LAKE MARY, FL 32746

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Licensee Information

|               |   |
|---------------|---|
| Name:         | POITRAZA, ANGELA MARIE (Primary Name)     |
| Main Address: | 13214 PALOMA DR<br>ORLANDO, Florida 32837 |
| County:       | ORANGE                                    |

License Information

|                 |                       |
|-----------------|-----------------------|
| License Type:   | Professional Engineer |
| Rank:           | Prof Engineer         |
| License Number: | 58145                 |
| Status:         | Current/Active        |
| Licenses Date:  | 10/07/2019            |
| Expires:        | 02/28/2027            |

Special Qualifications

|       |                                       |
|-------|---------------------------------------|
| Civil | Qualification Effective<br>10/07/2019 |
|-------|---------------------------------------|

Transportation Professional Certification Board, Inc.

*certifies that*

**Angela Marie Coates**

*has met all of the requirements established by the Certification Board  
 to use the title of*

**Professional Traffic Operations Engineer**

*under regulation by the Certification Board and subject to the provisions for renewal  
 in applicable number 1828 annual in Washington, DC, 04/1/1*

*Michael J. Deane*  
 Michael J. Deane  
 Chairman

*John J. Brown*  
 John J. Brown  
 Executive Director

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**DEFRANCISCO, JOSEPH PATRICK**  
 2316 KILLBURN CENTER BLVD  
 SUITE 201-A  
 TALLAHASSEE, FL 32309

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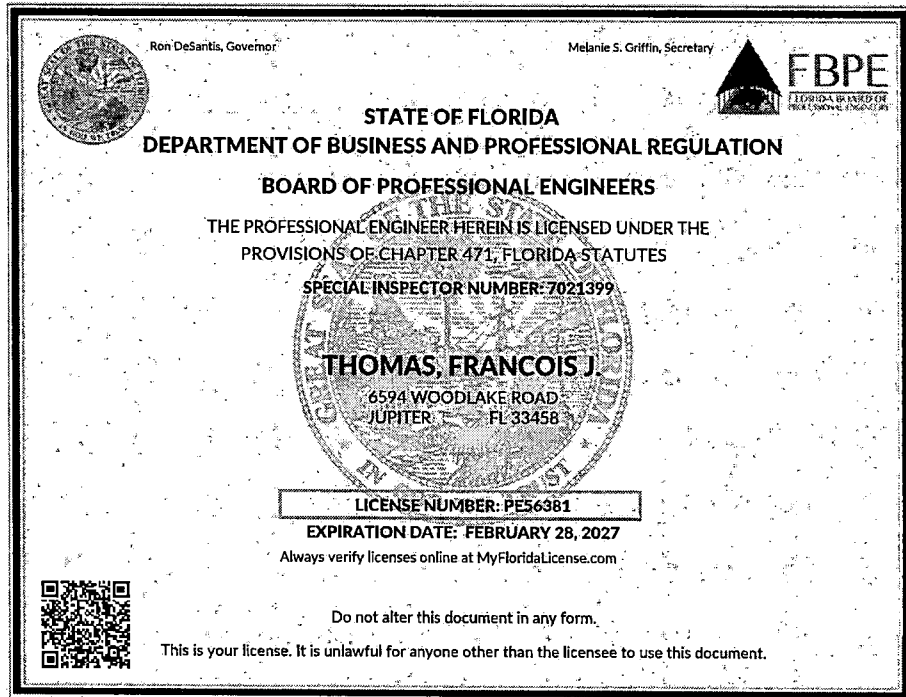
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SPECIAL INSPECTOR NUMBER: 7021399

**THOMAS, FRANCOIS J.**  
6594 WOODLAKE ROAD  
JUPITER FL 33458

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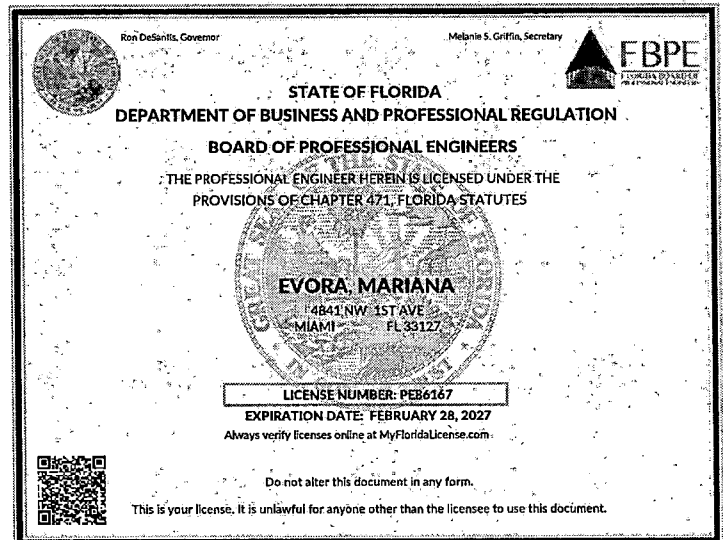
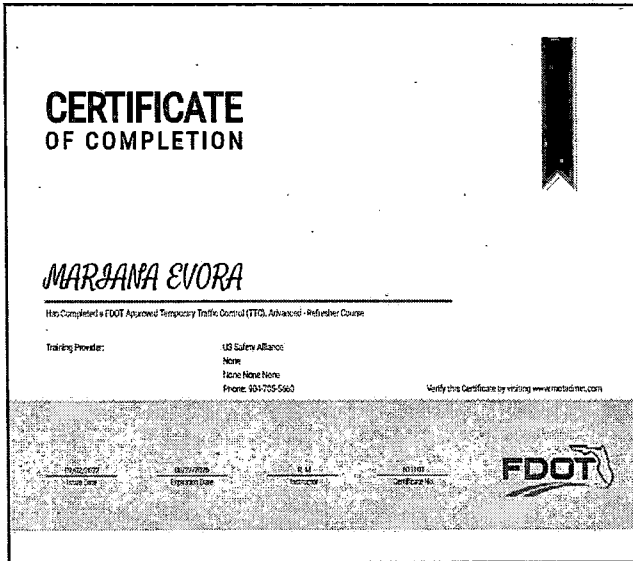
**PERALTA ALVAREZ, MAXIMO GERMAN**  
4457 PURDY LANE  
WEST PALM BEACH FL 33406

LICENSE NUMBER: PE84213  
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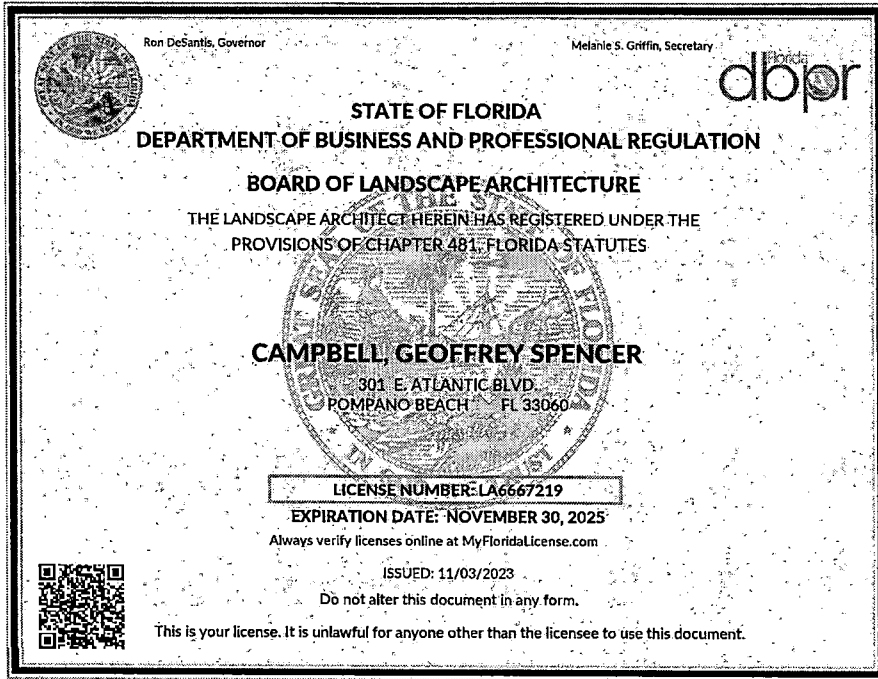
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**DELTA CONSULTANTING STAFF LICENSES**




**KEITH STAFF LICENSES**



|  |                 |               |                |               |
|--|-----------------|---------------|----------------|---------------|
| <b>DONALD A SPICER</b>                           |                 |               |                |               |
| 1215 SW 81 TERRACE, POMPANO BEACH, FL 33068-3536 |                 |               |                |               |
| <b>License Type</b>                              | <b>License#</b> | <b>Issued</b> | <b>Expires</b> | <b>Status</b> |
| Surveyor and Mapper                              | LS4677          | 01/20/89      | 02/28/27       | Active        |

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**TORRALBAS MARTORELL, DIOCLES**  
1228 WEST AVE  
UNIT 707  
MIAMI BEACH FL 33139

**LICENSE NUMBER: PE96030**  
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**RODRIGUEZ, EDMUNDO**  
7220 SW 12TH ST  
MIAMI FL 33144

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SECTION 4.2.5

# APPROACH TO SCOPE OF WORK

## PROJECT UNDERSTANDING / OVERALL APPROACH

The city's needs, goals, and objectives for the project are centered around enhancing infrastructure, improving safety, and ensuring long-term sustainability. The primary focus is on evaluating and addressing the condition of three bridge structures, determining whether repair or replacement is the most viable solution. The city aims to extend the service life of these structures while ensuring they meet current standards and provide value to the community.

Our approach to accomplishing the project involves a thorough evaluation of the existing conditions of each bridge, followed by a cost/benefit analysis to determine the best course of action, similar to our US 98 East Pass Life Cycle Cost Analysis project. We will consider both repair and replacement options, ensuring that the chosen solution is cost-effective and provides a long-term benefit. As the #5 Bridge Design firm in the nation, our team will leverage our extensive experience in bridge design to develop innovative solutions that minimize disruptions to the community and ensure safety.

### Planning and PD&E

Our team understands the roadway design process and recognizes that a PD&E is required to obtain federal funding. As a value add, we can offer this service. Our PD&E team will provide the City of Fort Lauderdale with exceptional client service paired with constructible, cost-effective, and custom solutions. We will determine the level of documentation needed, likely a Type 2, but possibly a Type 1 given the project scope. This will allow us to move quickly through the PD&E process and secure federal funding and other potential funding sources. We will study and consider alternatives to reduce project costs and impacts on the public, exploring every type of construction available to minimize disruptions and develop a preferred alternative for the City. Once we have coordinated with stakeholders and the City on a preferred alternative, we will move into design to prepare construction plans.

### Public Involvement

Our team will develop and implement an efficient and effective public involvement campaign, proposing a Community Awareness Plan (CAP) Level 4 effort. This includes drafting the project's CAP, developing a comprehensive stakeholder database, creating informational materials, documenting public comments and planning and facilitating a public meeting. We have used public meetings on our other bridge replacement projects (SR 5 / US 1 NB Bridge Replacement over Turnbull Creek and Ridgemoor Boulevard over Brooker Creek Bridge Replacement) to assist in selecting the best approach to allay public concerns and reduce delays to emergency service response times.

We will also engage with the community through public involvement campaigns to address any concerns and ensure transparency throughout the project. Our goal is to provide the city with efficient, sustainable, and cost-effective solutions that enhance infrastructure and improve safety for all residents.

### Alternatives Development and Roadway

We will evaluate left, right, and center alternatives to confirm minimum requirements. Bayview Drive currently serves nearly 8,100 vehicles per day (VPD), SE 13th Street serves about 1,800 VPD, and NE 1st Street serves under 500 VPD. The preferred alternative will be determined by traffic management, bridge replacement costs, and construction time to minimize community impacts. The main roadway scope elements include establishing horizontal and vertical alignments and pavement designs to connect the existing roadway to the new bridge, and maintaining pedestrian access. Given the low traffic volumes and to save construction costs, we will review reducing the shoulder width below the AASHTO Greenbook requirement to match the existing shoulders with 10-foot lane widths, and maintaining the proposed bridge width without needing a variation. The design will deviate from FDOT Greenbook as needed.

### Traffic and Safety

A thorough review of crash data will be conducted to identify and mitigate potential crash types with design improvements. The Average Annual Daily Traffic (AADT) will be checked to ensure the design accommodates current and future traffic volumes. With the residential islands and area at near build, traffic volumes are expected to remain constant for the foreseeable future. Detours and their implications will be carefully reviewed to minimize disruptions during construction.

Phased bridge construction will be vetted on an individual basis to maintain traffic flow and ensure safety throughout the project.

## Temporary Traffic Control Plan (TTCP)

TTCP will consider several alternatives to ensure minimal disruption to the public and optimal safety conditions. A closure and detour of Bayview Drive looks to be an option which would allow faster bridge construction while that is not the case for 1st St or 13th St. Replacement options at these two locations would be evaluating Accelerated Bridge Construction (ABC) techniques. Another option Michael Baker has previously successfully designed for both Ridgemoor and Miccosukee is a phased construction with two-way one-lane operations, facilitated by temporary signals. This approach would allow continuous traffic flow throughout the project. The use of a temporary ACROW bridge will also be considered, though it may be too costly and infeasible given the narrow ROW in the project area.

## ROW

Michael Baker will examine ROW needs of the proposed alternatives and determine potential ROW costs for additional sovereign submerged lands easement, fee simple ROW take, and/or temporary construction easements (TCEs). ROW acquisition time will drive construction timing and schedule, and we understand the cost implications of ROW. Our team will thoroughly analyze potential ROW takes to determine the minimum physical area to build the project and control costs. Early identification and coordination of parcels with the City is our focus to best serve this project. Eliminating the need to permanently or temporarily acquire ROW is our first goal to save time and cost.

## Structures

Three bridge structures are included within this contract. Prior to determining repairs or replacement options, the existing conditions need to be understood. For each bridge, we will conduct detailed site reviews and assessments to understand the current state and identify any critical issues. We will then evaluate if extending the service life through repairs is a warranted based on the cost/benefit analysis. Below is a summarized table of the structures.

- Bridge 865708 shows minor deterioration in its substructure based our Team's site visit. Similar to other bridges in this vicinity, some damage to embankment protection is present and debris is able to slightly restrict the channel.
- Bridge 865727 is in poor condition as stated in the latest bridge inspection report. With advanced deterioration in the superstructure and similar issues with railings and guardrails, action is required to protect these main bridge elements. exposed foundations from further erosion and corrosion.

| Bridge                    | Year Built             | Sufficiency Rating Health Index    | Bridge Posting? | Bridge Type   | Bridge Rating          |
|---------------------------|------------------------|------------------------------------|-----------------|---|------------------------|
| #865708<br>Bayview Drive  | 1962<br>Age = 63 Years | Not in state bridge inventory      | Yes             | Precast concrete slab panels<br>1 span < 20 Feet                            | Functionally Obsolete  |
| #865727<br>NE 1st Street  | 1940<br>Age = 85 Years | 9.2 out of 100<br>94.5 out of 100  | Yes             | Continuous street beam with open grating deck<br>44 feet - 2 ~22 foot spans | Structurally Deficient |
| #865765<br>SE 13th Street | 1952<br>Age = 73 Years | 22.2 out of 100<br>52.1 out of 100 | Yes             | Concrete tee beams<br>180 feet - 9~20 foot spans                            | Functionally Obsolete  |

- Bridge 865765 is in fair condition per the latest bridge inspection report. The primary structural elements are in decent condition with minor issues such as section loss, cracking, and spalling. However, the bridge's railings and guardrails do not meet current standards.

A structure's typical service life is 75 years. Each of these structures have reached or are approaching the end of their intended service life and considering each's current condition, replacement appears to be to the appropriate solution. Given the aggressive environment of these water crossings, the new structures would need to be replaced with a shallow superstructure type such as a precast Florida Slab Beam to minimize the associated roadway construction and ADA compliance. Michael Baker has recent and tremendous project history providing design services for the replacement of low water crossing bridges; 1.) D5 NB US 1 over Turnbull Creek (Volusia Co.), 2.) D7 Ridgemoor Blvd (Pinellas Co), 3.) D3 Miccosukee Rd (Leon Co), 4.) D3 SR 20 over Lafayette Creek (Walton Co). We recently completed the design for NB US 1 over Turnbull Creek which is located in an extremely aggressive environment adjacent to the Intracoastal Waterway similar to these bridges in Fort Lauderdale. Also, we identified the recommended hydraulic clearance could be reduced to save construction costs. A similar approach will ensure the City is provided with the most efficient replacement structure.

Key factors important for the successful replacement are structure length and depth, foundation selection, material selection for the highly corrosive environment, hydraulics, anticipated scour, utilities, and TTCP considerations. Given the close proximity to residential properties, we will examine the use of drilled shafts to minimize the vibrations and noise. Determination of a new alignment will be coordinated closely with our Roadway and TTCP design groups to maintain access for the residents. Careful planning and construction staging is critical to minimize impacts to the residents while also ensuring a contractor can safely perform construction activities. As proof of our innovative approach, our Team understands these replacements may provide an opportunity to use accelerated bridge construction techniques to reduce impacts as much as possible. Potential alternatives are a precast arch structure or a lightweight modular bridge system. The benefits of a buried arch bridge structure include rapid installation, reduced maintenance, elimination of bridge deck and joints, and improved aesthetics. Benefits for a lightweight modular bridge are prefabricated components allowing for simple construction with smaller equipment needed for placement. It is important for the replacement to consider retaining walls. A potential need for walls would be parallel to the roadway along the right-of-way line (adjacent to the resident's property lines) and bulkhead/seawalls in front of the bridge ends.

## Drainage

The three bridges are located within the intercoastal basin with direct hydraulic connections to the Atlantic Ocean at the Hillsboro and Port Everglades inlets to the north and south, respectively. This intercoastal basin is not an Outstanding Florida Waterway nor impaired for nutrients or other parameters with special water quality requirements. All three bridges are located within FEMA Zone AE coastal floodplain with 100-year elevations between six and seven feet NAVD88. Based on initial review the existing bridges overtop for the 100-year flood. The FEMA Florida Insurance Study does not provide wave heights for the 100-year frequency; however, 500-year wave heights are reported to reach up to elevation nine feet NAVD88. Additional investigation will be conducted to confirm the presence of waves at the bridge sites for the bridge design frequencies. A bridge hydraulics investigation will be conducted to evaluate peak design stages and velocities at the bridge crossings to evaluate the proposed bridge profile, wave forces (if applicable) and scour.

## Geotechnical

Our team will perform a subsurface exploration program to identify the characteristics of the existing soils. The subsurface exploration program will consist of hand auger borings for roadway considerations and Standard Penetration Test (SPT) borings for the proposed wall, utility locations, and bridge. Groundwater level measurements will be taken at the boring locations and the Seasonal High Groundwater Table (SHGWT) will be estimated. Samples of the soils within the waterway will be subjected to sieve analysis to establish D50 values to be used for scour calculations as part of the Bridge Hydraulics Report (BHR).

## Survey / SUE / Utility Design

Our team will combine traditional land surveys with bathymetric survey for submerged areas ensuring thorough coverage. We will start shortly after the Notice to Proceed (NTP) to help keep the project on track and support alternative development. We will gather subsurface information and resolve conflicts critical for staying on schedule. Water, sewer, and reclaimed water relocation designs will also support the construction plans effort, as they are necessary to support new bridge construction.

## Utility Coordination

Our team aims to minimize utility conflicts through careful design, adhering to FDOT utility coordination process and F.S. 337.401-403. We have obtained the design ticket and identified utility agencies within the project limits. A Utility Conflict Matrix will be developed to pinpoint potential conflicts and resolutions, with utility design meetings held to address issues promptly. Coordination with FPL and their poles joint users will be scheduled for necessary relocations. To mitigate schedule impacts, we will request from utilities to perform as much utility work as possible before construction and, if relocations are needed during construction, schedule work during appropriate MOT phases or allow the bridge contractor to handle relocations. The utility coordination process includes obtaining design ticket, field visits, identifying utility owners, initial contacts, preliminary meetings, distributing Utility Conflict Matrix and plans, obtaining Work Schedules, and finalizing utility certification. Specific utility relocations for SE 13th Street Bridge, NE 1st Street Bridge, and Bayview Longboat Inlet Bridge, will be to address the relocation of poles, lines, and cabinets to avoid construction impacts.

## Wetlands and Seagrass

The project will impact waters of the United States and waters of Florida, requiring permits from the USACE and the South Florida Water Management District. The jurisdictional boundary will be marked by Michael Baker's environmental scientists and recorded by the surveyor. The design will minimize impacts to jurisdictional waters to avoid the need for mitigation.

## Protected Species

We reviewed the list of protected species with potential for occurrence in the project corridor from the US Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) website. Suitable habitat for the West Indian manatee occurs in the project areas. Marginally suitable habitat for the Florida bonneted bat, American crocodile, American alligator, small-toothed sawfish, and possibly sea turtle-species occurs in the project areas. It is anticipated the contractor will be required to follow special protection measures for some of these species as a condition of the USACE permit.

## Conservation Lands / 4(f) Resources

We are aware that for the NE 1st Street bridge, the western bridge approach is bordered by Annie Beck Park to the north and Victoria Park to the south. The design solution for this bridge will seek to maintain existing right-of-way limits to avoid Department of Transportation Act, Section 4(f) impacts at this bridge. If for some reason 4(f) impacts are unavoidable, coordination with the City's Parks and Recreation Office will be necessary to determine the significance of the impact and identify measures to minimize harm to the 4(f) resource. Concurrence with and approval of the measures will be requested from the Parks and Recreation Office.

## Cultural Resources

We will analyze the impacts to all cultural resources by reviewing the project scope and preparing a Cultural Resource Assessment Survey (CRAS) Report. Background research will be conducted to identify previously recorded resources and the potential for newly identified resources within the project Area of Potential Effects (APE). A Florida Master Site File (FMSF) form will be prepared for all newly identified and updated previously recorded resources not evaluated by the State Historic Preservation Officer (SHPO) or altered since they were recorded. The CRAS will be prepared with appropriate documentation detailing the survey results and final assessments of resource significance. All work will be done in accordance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Part 2, Chapter 8 ("Archaeological and Historical Resources") of FDOT's Project Development and Environment (PD&E) Manual. All work will be conducted by a professional who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. Concurrence with the findings of the report will be obtained from Florida SHPO.

## Contamination

We propose conducting a contamination screening in accordance with the FDOT's PD&E Manual: Part 2, Chapter 20 Contamination. We reviewed relevant GIS databases maintained by the FDEP, and no potential contamination sites were identified. Additional contamination consideration are the bridge replacements themselves. In general, bridges can be a source of hazardous materials due to construction materials containing asbestos or metals-based coatings. Per FDOT's PD&E Manual, Chapter 20, when a bridge is renovated or demolished, an asbestos survey and screening for metals-based coatings should be performed to determine their extent.

## PROPOSED VISION, IDEAS, AND METHODOLOGY

Our approach to this task work order contract by our team, for each assignment, will begin the process with our Project Manager, Stephen Fowler discussing the task with the City's project manager. Mr. Fowler will review the project scope in detail and assign it to the design team for review. Our goal is to perform a comprehensive field review will be conducted, involving the design team and any necessary specialty subconsultants. City staff will be invited to participate.

Following the field review, a scope clarification meeting will be held to refine the project scope and schedule before developing and negotiating staff hours. Once negotiated and the notice-to-proceed (NTP) is received, the design team will perform the necessary design analyses and develop all required design documents, including typical sections, design variations and exceptions, sensitive sites analysis, and more. The project manager will manage internal operations and day-to-day production reporting regularly to the City project manager. The project manager will schedule meetings before critical design stages, including pre-QC meetings to ensure compliance with the QA/QC process. They will support the design team as needed for all meetings with City staff (including utility meetings, comment resolution meetings, ROW meetings, etc.) to ensure consistency in the TWO design and contract management process.

## COMPLETED, ACTIVE, AND PROJECTED WORKLOAD

We are 100% committed to providing the City with premium service. The following workloads provide a transparent understanding of our team's commitments. Our completed, active, and projected workloads will not interfere with our ability to provide available and qualified staff to perform the services this project requires.

| Role                         | Name                               | Firm          | Availability |
|------------------------------|------------------------------------|---------------|--------------|
| Project Manager              | Stephen Fowler, PE                 | Michael Baker | 65%          |
| Deputy Project Manager       | Manda Metzger, GIP                 | Michael Baker | 60%          |
| Principal-In-Charge          | Brian Russell, PE                  | Michael Baker | 30%          |
| QA/QC Manager                | Kyle Harper, PE                    | Michael Baker | 40%          |
| Structures Lead              | Ryan Fox, PE                       | Michael Baker | 75%          |
| Roadway Lead                 | Nate Willbur, PE, RSP <sup>1</sup> | Michael Baker | 65%          |
| TTCP Lead                    | Tim Wineberg, PE                   | Michael Baker | 50%          |
| Drainage and Hydraulics Lead | Paul Snead, PE                     | Michael Baker | 60%          |
| Coastal Lead                 | Muthukumar Narayanaswamy, PhD, PE  | Michael Baker | 55%          |
| Traffic Lead                 | Angela Potraza, PE                 | Michael Baker | 50%          |
| Signals / Lighting           | Joey DeFrancisco, PE               | Michael Baker | 50%          |
| CEI Lead                     | Wilbur Wright, PE                  | Michael Baker | 60%          |
| Environmental Lead           | Jay Gable                          | Michael Baker | 55%          |

Michael Baker has provided CEI services on projects for the City of Fort Lauderdale since 2017. Our team continues to provide outstanding coordination with the City's project management team and stakeholders, while also advancing projects within the contract requirements. The City can rely on the exceptional delivery method that Michael Baker uses across all phases of a project life cycle.

| Michael Baker's Work History with the City of Fort Lauderdale - Completed, Active, and Projected |         |   |           |
|--|---------|---|-----------|
| Bermuda Riviera Small Water Main Replacement   | 9/2020  | CEI Services Related to the George T. Lohmeyer Wastewater Treatment Plant Redundant Effluent Force Main Project | Ongoing   |
| George T. Lohmeyer Treatment Plant Large Diameter Pipe Replacement CEI                           | 8/2021  | A-11 Tarpon River Sewer Basin Rehab Phase 1   | Ongoing   |
| George T. Lohmeyer Treatment Plant Motor Control Centers   | 3/2022  | Smoke Testing Defect Repairs - Basins A7, A9, A18, D40, D43   | Projected |
| South Beach Parking Lot  | 11/2022 | A-11 Tarpon River Sewer Basin Rehab Phase 2   | Projected |
| George English Parking Lot Resurfacing and Striping  | 11/2022 | NW 15th Street Roadway Improvements   | Projected |
| Pump Station A-7 Upgrades  | 3/2023  | Fort Lauderdale Parking Lot Projects CEI  | Projected |
| Lake Estates Water Main CEI  | 5/2023  | <b>MASTER AGREEMENTS</b>  |           |
| Surtax Cycle 3 Cost Estimates  | 6/2023  | CEI Services Continuing Contract RFQ-12464-416, 3 Year with 2 1 Year Renewal                                    | --        |
| A-24 Pump Station and 18" Force Main   | Ongoing | CEI Continuing Services Contract RFQ 12674-126  | --        |
| A-21 Flagler Heights   | Ongoing | Kittelson COFL Traffic & Transportation Engineering & Planning  | --        |

## Lessons Learned and Key Considerations

Michael Baker's CEI contracts with the City have been successful due to a few key considerations that need to be taken into account for other Fort Lauderdale utility projects. Dewatering requirements and permitting are a significant part of any project in the South Florida region where the ground water table is within the depth of project scope. Another consideration for projects is bypass pumping of any sanitary or storm system. This could directly impact the project area by using a bypass, but also indirectly affect residents and other upstream stakeholders. Long lead time items and delivery concerns for materials not readily available will impact project schedule and would potentially adversely effect the funding for a project and budget years for projects lasting more than a fiscal cycle.

### DEWATERING

*The contracting team is experienced and well versed at the execution of dewatering. The selected contractor is responsible for ensuring all control measures are in place, including any dewatering permits and temporary discharge permits with all respective agencies prior to any excavations will prove vital.*



### LONG LEAD ITEMS

*Identification of long lead items and ensuring early submittal approvals is key to the schedule. Continued tracking of these items until delivery will confirm contractor compliance with the project schedule.*



### BYPASS PUMPING

- Capacity maximum the terminal manhole or system of receiving the bypass.
- Rehab of pump stations and use of existing wet well to decrease need of pump cycles. Decrease cycling of the bypass pump.
- Bypass Pumps send high level alerts from the project site. Always have backup pumps onsite.



## Similar Active and Completed Projects

Michael Baker has served over 25 clients on 100+ bridge projects across the Florida over our 40-year presence in the state. We have active and completed projects of similar size and scope including:

- **Ridgemoor Boulevard at Brooker Creek Bridge Replacement**  
*Current Status: Submitted at 100% in February 2025*
- **SR 5 / US 1 Northbound Bridge Replacement Over Turnbull Creek**  
*Current Status: In Construction*
- **Miccosukee Road Over Branch of Alford Arm Bridge Replacement**  
*Current Status: In Construction*
- **10th and 11th Avenue South Booker Creek Bridge**  
*Current Status: Constructed (Complete)*
- **US 98 Bridges Over East Pass Preliminary Bridge Repair Plan, Cost Estimate, and Life Cycle Cost Analysis**  
*Current Status: Final Submittal in December 2025*
- **D3 SR 20 Capacity**  
*Current Status: Submitted at 60% in January 2025; 90% due in September 2025*
- **D7 US 98 Design-Build**  
*Current Status: In Construction*
- **SR 60 Design-Build**  
*Current Status: Construction to be Completed in April 2025*

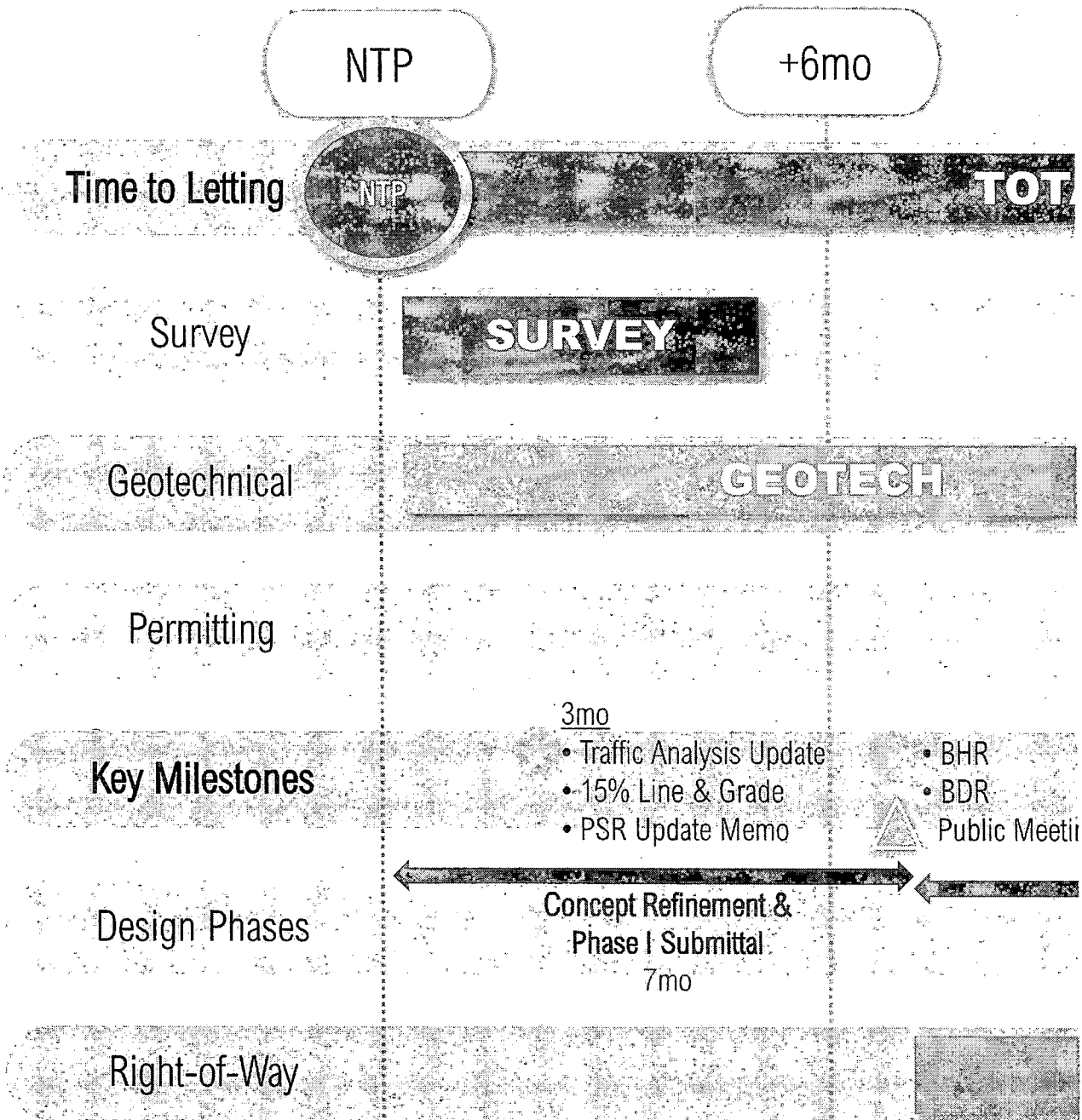
## AVAILABLE FACILITIES, TECHNOLOGICAL CAPABILITIES, AND RESOURCES

Our team is equipped with state-of-the-art software to ensure the successful completion of the bridge replacement project. We utilize advanced 3D design software such as OpenRoads Designer and OpenBridge Modeler, which allow us to create highly detailed and accurate models of the bridge and surrounding infrastructure. These tools enable us to visualize the project in three dimensions, identify potential issues early in the design phase. Our team has extensive experience and advanced skills in using these programs, ensuring that we can deliver high-quality designs that meet all project requirements.

We also use ProjectWise, a robust project management and collaboration platform that allows our entire team to access and share files easily. This software enhances communication and coordination among team members, ensuring that everyone is on the same page and can contribute effectively to the project. ProjectWise also offers controlled access features, which are crucial for maintaining the security of sensitive information related to bridge projects, as they are part of homeland security. Furthermore, we utilize Microsoft Teams to effectively communicate with all team members on coordination calls regarding the project. We are available to meet with the client and can set up in-person or virtual meetings at the client's request.

Our team includes highly experienced professionals with extensive backgrounds in bridge design, geotechnical engineering, and environmental assessment. Ryan Fox, our structures lead, has extensive design experience in both concrete and steel structures over his 14-year career. He has worked on over 40 bridges over water, including notable projects like FDOT D5 SR 5 / US 1 NB Bridge Replacement over Turnbull Creek, FDOT D7 Ridgemoor Boulevard over Brooker Creek Bridge Replacement, and FDOT D3 SR 20 over Lafayette Creek. Francois Thomas, our geotechnical lead, brings over 30 years of experience in geotechnical engineering, construction materials testing, and inspection services, with a depth of knowledge of the soils in the Fort Lauderdale area. Jay Gable, our environmental lead, is well-versed in the South Florida Water Management District's Environmental Resource Permitting process and the USACE Section 404 permitting process, with extensive experience in permitting bridge replacement projects for the FDOT, FDEP, and the Florida Fish and Wildlife Conservation Commission. With these technological capabilities and our team's expertise in bridge design, geotechnical analysis, and environmental assessment, we are well-equipped to manage and execute the project effectively from start to finish.

Our proposed schedule for the project begins with notice to proceed and aims to issue construction drawings within a 24-month period f  
conducted one site at a time to streamline the process. Permitting is expected to control the length of the schedule. To accelerate the pr  
any adjustments needed to meet the city's requirements.



SECTION 4.2.6

# REFERENCES

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

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

**A. PROPOSERS NAME:** Michael Baker International, Inc.

**SPECIFIC EXPERIENCE NO.1**

Name of firm to be contacted: FDOT District 7

Address: 11201 N. McKinley Drive, MS 7-600 Tampa, FL 33612

Contact Person: Mark Dunn, PE | FDOT GEC Project Manager

Phone No: (813)975-4248

Contact E-Mail Address: Mark.Dunn@dot.state.fl.us

Project Performance Period: 02/26 to 08/27  
Dates should be in mm/yy format

Project Name : Ridgemoor Boulevard at Brooker Creek Bridge Replacement

Location of Project: Pinellas County, FL

Description of the overall scope:  
This project provides design services for the replacement of Bridge #154153 Ridgemoor Boulevard over Brooker Creek.

Description of work that was self-performed by proposer:  
Please see full project description in Section 4.2.3 Firm Qualifications and Experience.

Original Project Budget: \$7.5M Project Final Cost: \$7.5M (Construction)  
\$910,567 (Fee)

**SPECIFIC EXPERIENCE NO.2**

Address: FDOT District 5 | 719 S. Woodland Boulevard, MS 542, Deland, FL 32720

Contact Person: Gene Varano | Project Manager

Phone No: (386)663-2754

Contact E-Mail Address: gene.varano@dot.state.fl.us

Project Performance Period: 10/24 to 10/25  
Dates should be in mm/yy format

Project Name : SR 5 / US 1 Northbound Bridge Replacement Over Turnbull Creek

Location of Project: Volusia County, FL

Description of the overall scope:  
Michael Baker is providing services for replacement of the structurally deficient SR 5 US 1 NB Bridge over Turnbull Creek (#790086).

Description of work that was self-performed by Proposer:  
Please see full project description in Section 4.2.3 Firm Qualifications and Experience.

Original Project Budget: \$6M Project Final Cost: \$5.5M (Construction)  
\$993,890 (Fee) + \$90,545  
(Post Design)

**SPECIFIC EXPERIENCE NO.3**

Address: Leon County | 2280 Miccosukee Road, Tallahassee, FL 32308

Contact Person: Charles Wu, PE | PW Director of Engineering Services

Phone No: (850)606-1500

Contact E-Mail Address: WuC@leoncountyfl.gov

Project Performance Period: Design NTP 11/19 to Final Submittal 5/23; Construction 6/24 - 04/25 (Est.)  
Dates should be in mm/yy format

Project Name : Miccosukee Road Over Branch of Alford Arm Bridge Replacement

Location of Project: Leon County, FL

Description of the overall scope:

Michael Baker is preparing construction documents for the replacement of the Miccosukee

Road Bridge that crosses the Alford Arm Tributary (Bridge No. 550051).

Description of work that was self-performed by Proposer:

Please see full project description in Section 4.2.3 Firm Qualifications and Experience:

Original Project Budget: \$832,000

Project Final Cost: (\$3.4M Construction)

\$831,747 (Fee) + \$15,439  
(Post Design)

SECTION 4.2.7

**MINORITY / WOMEN (M/WBE)  
PARTICIPATION**

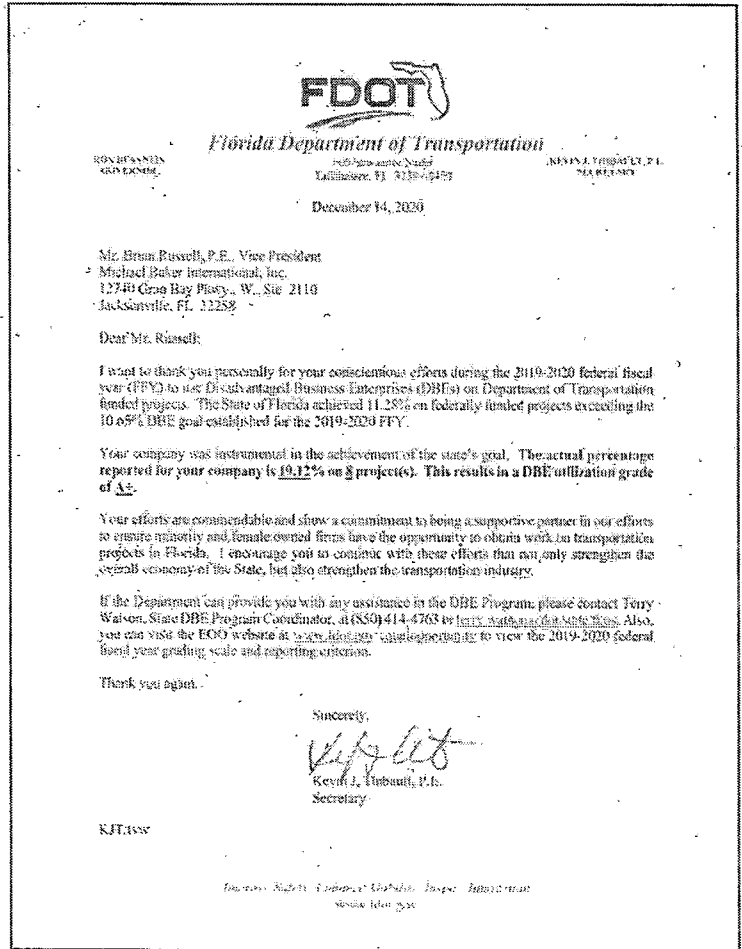
**MINORITY / WOMEN (M/WBE) PARTICIPATION**

As the primary firm on this submission, Michael Baker is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

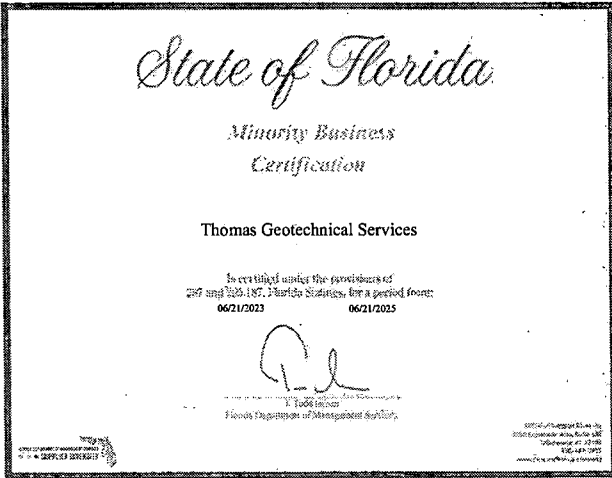
**Commitment to Utilization of Minority, Women-Owned, Small Businesses**

Firmwide, Michael Baker remains steadfast in its dedication to utilizing M/WBE to the greatest extent possible. Michael Baker believes that Good Faith Efforts are an ongoing process, one that should garner tangible teaming results each time staff reaches out to potential partners. This does not occur only when a project opportunity presents itself. Efforts are made regularly, through meetings and visits with potential teaming candidates, via lunch and learn sessions, by attending FDOT workshops, and during networking sessions. As a result, Michael Baker emerges having forged relationships with highly skilled, well-known DBE firms whose specialties, experience, familiarity and intimate knowledge of the industry compliment the firm's capabilities. This practice allows Michael Baker to build relationships with new and emerging businesses as well, which ensures that a broader base of DBE firms is included in potential opportunities.

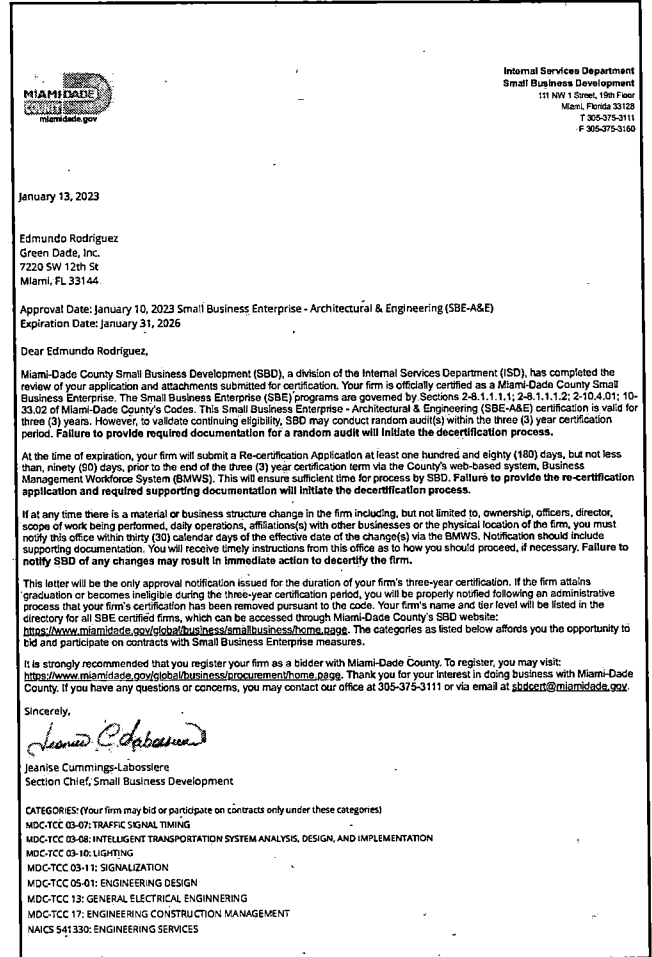
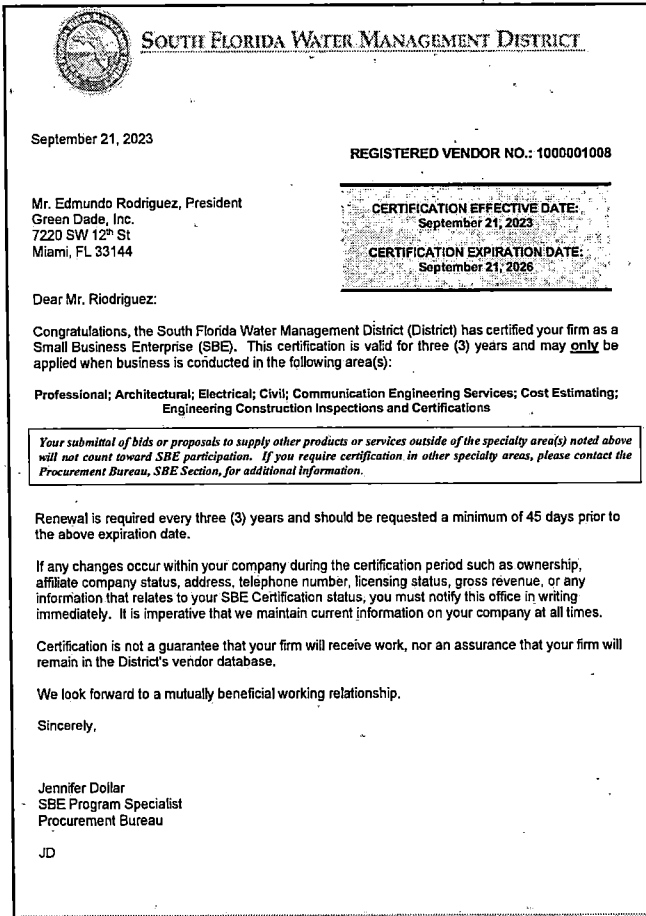
**For this contract, we have developed a team of highly qualified M/WBE firms, including Green Dade, Delta Consulting, and Thomas Geotechnical Services.** Both of these firms have a long-standing reputation of high quality service and maintaining a standard of excellence. Michael Baker has selected subconsultant firms that present strong qualifications, and are locally owned and operated. Our team is committed to providing the necessary human and physical resources required to ensure that the City receives a quality product that offers the highest level of expertise, accuracy, timeliness, communication, accessibility, responsiveness, and innovation.




**THOMAS GEOTECHNICAL M/WBE CERTIFICATES**



**GREEN DADE M/WBE CERTIFICATES**



**DELTA CONSULTANTS (M/WBE) CERTIFICATES**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

July 26, 2023

REGISTERED VENDOR NO.: 100000843

Ms. Mariana Evora  
Delta Consulting, LLC  
4841 NW 14 Ave  
Miami, FL 33140

CERTIFICATION EFFECTIVE DATE: July 26, 2023  
CERTIFICATION EXPIRATION DATE: July 26, 2028

Dear Ms. Evora:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Civil; Environmental; Stormwater; and Mechanical Engineering Services

Your submission of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar  
SBE Program Specialist  
Procurement Bureau  
JD

State of Florida

Woman & Minority Business Certification

Delta Consultants LLC

As certified under the provisions of 287 and 289, Florida Statutes, for a period term:

07/09/2024 07/08/2026

Debra Allende  
Florida Department of Law Services

Office of Small Business Development  
4841 NW 14 Ave  
Miami, FL 33140  
www.dps.fl.gov

WBENC  
WOMEN'S BUSINESS ENTERPRISE COUNCIL OF FLORIDA

herely grants

**National Women's Business Enterprise Certification**

to

Delta Consultants LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: November 9, 2023  
Expiration Date: November 9, 2025  
WBENC National Certification Number: WBE1303260

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council of Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO  
Women's Business Enterprise Council Florida

NAICS 84130  
UNSPSC: 81101500, 81101501, 81101510, 81101521, 81101522, 81101523, 81101524, 81102200, 81102201

MIAMI-DADE COUNTY  
Office of Small Business Development

December 19, 2024

Mariana Evora  
Delta Consultants LLC  
4841 NW 14 Ave  
MIAMI, FL 33127

Approval Date: December 16, 2024 - Disadvantaged Business Enterprise (DBE)  
Anniversary Date: January 3, 2026

Dear Mariana Evora:

Miami-Dade County Office of Small Business Development (SBD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: <http://www.fl.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit <http://www.miamidade.gov/procurement/vendorsregistration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

Jeanne Cummings-Labossiere  
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)  
NAICS 84130: ENGINEERING SERVICES

WBENC  
WOMEN'S BUSINESS ENTERPRISE COUNCIL OF FLORIDA

HERELY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Delta Consultants LLC


The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 20, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

WOSB Eligible Expiration Date: 11/09/2025

Nancy Allen, Women's Business Enterprise Council Florida President & CEO  
Pamela Prince Easton, WBENC President & CEO  
Lakesha White, Sr. Vice President, Certification

**DELTA CONSULTANTS M/WBE CERTIFICATES (CONTINUED)**



**MIAMI-DADE COUNTY**  
FLORIDA

Internal Services Department  
Small Business Development  
3100 N.W. 10th Street  
Miami, Florida 33136  
Phone: 305-375-3111  
Fax: 305-375-3111

April 17, 2023

MARIANA EVORA  
Delta Consultants LLC  
4841 NW 1st Ave  
MIAMI, FL 33127

Approval Date: April 17, 2023 Small Business Enterprise - Architectural & Engineering (SBE-A&E)  
Expiration Date: April 30, 2026

Dear MARIANA EVORA,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audits within the three (3) year certification period. Failure to provide required documentation for a random audit will initiate the decertification process.

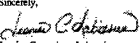
At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. Failure to notify SBD of any changes may result in immediate action to decertify the firm.

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.


It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

  
Jeanise Cummings-Laboviere  
Section Chief, Small Business Development

**CATEGORIES: (Your firm may bid or participate on contracts only under these categories)**

- MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
- MDC-TCC 06-01: UTILITY TRENCHING FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
- MDC-TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES
- MDC-TCC 09-01: STORMWATER DRAINAGE DESIGN/ENGINEERING SERVICES
- MDC-TCC 12: GENERAL MECHANICAL ENGINEERING
- MDC-TCC 16: GENERAL CIVIL ENGINEERING
- MDC-TCC 17: ENGINEERING CONSTRUCTION MANAGEMENT
- NAICS 541320: ENGINEERING SERVICES



**MIAMI-DADE COUNTY**  
FLORIDA

Internal Services Department  
Small Business Development  
3100 N.W. 10th Street  
Miami, Florida 33136  
Phone: 305-375-3111  
Fax: 305-375-3111

April 17, 2023

MARIANA EVORA  
Delta Consultants LLC  
4841 NW 1st Ave  
MIAMI, FL 33127

Approval Date: April 17, 2023 Small Business Enterprise - Goods & Services (SBE-G&S)  
Expiration Date: April 30, 2026

Dear MARIANA EVORA,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audits within the three (3) year certification period. Failure to provide required documentation for a random audit will initiate the decertification process.

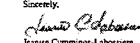
At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. Failure to notify SBD of any changes may result in immediate action to decertify the firm.

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

  
Jeanise Cummings-Laboviere  
Section Chief, Small Business Development

**CATEGORIES: (Your firm may bid or participate on contracts only under these categories)**

- NGP 9036: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING
- NGP 9100: CONSULTING SERVICES
- NGP 9200: ENGINEERING SERVICES, PROFESSIONAL
- NGP 9211: CIVIL ENGINEERING
- NGP 9216: DRAINAGE ENGINEERING
- NGP 9233: ENVIRONMENTAL ENGINEERING
- NGP 9236: ENGINEERING SERVICES (NOT OTHERWISE CLASSIFIED)
- NGP 9244: GENERAL CONSTRUCTION MANAGEMENT, SCHEDULING, COST ESTIMATION ENGINEERING
- NGP 9256: INSPECTING, STRUCTURAL ENGINEERING
- NGP 9260: MECHANICAL ENGINEERING
- NGP 9287: SEWAGE COLLECTION, TREATMENT, AND DISPOSAL ENGINEERING
- NGP 9316: STRUCTURAL ENGINEERING
- NGP 9411: CONSULTING
- NGP 9100: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)

SECTION 4.2.8

# **SUB-CONSULTANTS**

**GREEN DADE, INC. | ELECTRICAL ENGINEERING**



**Green Dade** | Headquartered in Miami, Green Dade is a fully dedicated electrical engineering firm specializing in utility infrastructure and transportation systems. As a Small Business Enterprise headquartered in Miami-Dade County, they are committed to delivering high-quality services to local government entities across South Florida and Puerto Rico. Their expertise across multiple sectors includes power generation, distribution, protection, controls, communication systems and electrical solutions for transportation sector encompassing roadway lighting, signalization, and Intelligent transportation systems improvements for highway and local road corridors.

**KEITH | LANDSCAPE ARCHITECTURE / SURVEY / SUE / UTILITY COORDINATION**



**KEITH** | KEITH is a 60+ year old, majority woman owned, transdisciplinary firm, based in Florida delivering a broad range of projects internationally. Based in Florida, KEITH has office locations in Miami-Dade, Broward, Palm Beach, St. Lucie, and Orange counties. KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services. KEITH has collaborated with more than 75 local governments throughout Florida.

**THOMAS GEOTECHNICAL SERVICES | GEOTECHNICAL ENGINEERING**



**Thomas Geotechnical Services (TGS)** | is a consulting geotechnical engineering, construction materials testing and inspections firm with capabilities to provide test borings, engineering analyses and reports, MicroStation plan sheets, laboratory soils testing, and construction engineering inspection services. Our professional team is committed to providing quality, responsive service for sound approaches and professional competence. We pride ourselves in bringing solutions, not problems, to our clients. Additionally, their services include threshold/special inspection and roofing inspection services. Their main office is in West Palm Beach, Florida with branch offices in Jupiter and Fort Lauderdale, Florida.

**HML PUBLIC OUTREACH, LLC | PUBLIC INVOLVEMENT**



**HML Public Outreach, LLC (HML)** | Based in Miami Springs, HML has successfully delivered public communications consulting services on more than 250 projects throughout South Florida. They specialize in providing exceptional public outreach and community engagement services for a wide range of transportation infrastructure projects, including roadway design, design-build, and design-bid-build initiatives. Their firm has extensive experience in supporting complex bridge, roadway, and coastal resilience projects, with a particular emphasis on fostering community dialogue and stakeholder engagement throughout the design and construction phases. They have demonstrated expertise in leading public outreach efforts for high-profile projects such as the I-395 Interim Project, MacArthur Causeway Bridge Rehabilitation Project, Julia Tuttle Causeway Bus on Shoulder Project, and 79th Street Causeway Bridge Rehabilitation Project.

**DELTA CONSULTANTS | PERMITTING**



**Delta Consultants, LLC (Delta)** | Delta Consultants, LLC (Delta) is a South Florida headquartered civil engineering firm that takes pride in being 100% minority and woman owned. Our professional staff are not only proficient project managers but are also technical subject matter experts that are experienced in the design, permitting, and construction of water, wastewater, stormwater, roadway, and site civil projects. Our team's primary focus is on the seamless execution and delivery of major public infrastructure projects, ensuring that we add value to our clients at every stage.

SECTION 4.2.9

# REQUIRED FORMS

**SAMPLE INSURANCE CERTIFICATE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY)  
09/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |       |
|--|--|-------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Pittsburgh PA Office<br>EQT Plaza ~ Suite 2700<br>625 Liberty Avenue<br>Pittsburgh PA 15222-3110 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |       |
|  | <b>E-MAIL ADDRESS:</b>   |       |
| <b>INSURED</b><br>Michael Baker International, Inc.<br>12740 Gran Bay Parkway West<br>Suite 2110<br>Jacksonville FL 32258 USA                              | <b>INSURER(S) AFFORDING COVERAGE</b>   |       |
|  | <b>INSURER A:</b> XL Insurance America Inc   | 24554 |
|  | <b>INSURER B:</b> Allied World Surplus Lines Insurance Co  | 24319 |
|  | <b>INSURER C:</b> Zurich American Ins Co   | 16535 |
|  | <b>INSURER D:</b> American Guarantee & Liability Ins Co  | 26247 |
|  | <b>INSURER E:</b><br><b>INSURER F:</b>   |       |

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570108314239      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | GL0419728103   | 08/30/2024              | 08/30/2025              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>SIR/Deductible \$250,000 |
| C        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BAP 4197284 03   | 08/30/2024              | 08/30/2025              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Deductible \$100,000   |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000  |           |          | AUC053258206   | 08/30/2024              | 08/30/2025              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WC419728203<br>AOS<br>WC419728503<br>WI                              | 08/30/2024              | 08/30/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000  |
| B        | <input checked="" type="checkbox"/> E&O - Professional Liability - Primary  |           |          | 03124806<br>Claims Made<br>SIR applies per policy terms & conditions | 08/30/2024              | 08/30/2025              | Per Claim \$1,000,000<br>Aggregate \$2,000,000<br>SIR/Deductible \$200,000  |

Certificate No : 570108314239

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Contractual Liability Coverage is included under the General Liability policy. Coverage to include claims for "Products/Completed Operations". RE: MB Project Name: Triplex Pump Station Rehabilitation CEI Services, MB Project No. 202679. The City, a Florida municipality, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City, its officials, employees and volunteers in accordance with the policy provisions of the Workers' Compensation policy. Umbrella Liability policy is follow form of the policies evidenced

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>City of Fort Lauderdale<br>101 NE 3rd Avenue, Suite 1650<br>Fort Lauderdale FL 33301 USA | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|---|--|



**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(i), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Brian Russell, PE Title: Office Executive / Vice President Entity: Michael Baker International, Inc.

Signature: [Handwritten Signature] Date: 03/18/2025

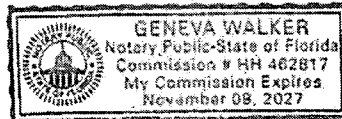
**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19<sup>th</sup> day of March 2025 by Brian Russell, PE, as Office Executive / Vice President for Michael Baker International, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: Geneva Walker (Notary Seal)

Print Name: Geneva Walker My commission expires: November 08, 2027



**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) Michael Baker International, Inc. EIN (Optional): 25-12286388638

Address: 110 East Broward Boulevard, Suite 1700

City: Fort Lauderdale State: Florida Zip: 33301

Telephone No.: 904-380-2507 FAX No.: N/A Email: brussell@mbakerintl.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

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

| <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| 1                   | 2/27/2025          | _____               | _____              | _____               | _____              | _____               | _____              |
| 2                   | 2/27/2025          | _____               | _____              | _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |
| _____               | _____              | _____               | _____              | _____               | _____              | _____               | _____              |

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

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

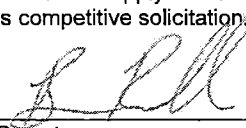
Submitted by:

Brian Russell, PE

Name (printed)

03/27/2025

Date

  
Signature

Office Executive / Vice President

Title



City of Fort Lauderdale • Procurement Services Division  
101 NE 3<sup>rd</sup> Avenue, 1650 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

ITB No. 423

TITLE: BRIDGE DESIGN AND MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES

ISSUED: FEBRUARY 27, 2025

This addendum is being issued to make the following change (s):

- Revision of Section 12.9 of the Sample agreement

**CHANGE FROM**

**12.9 INDEMNIFICATION OF CITY**

~~12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.~~

~~12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.~~

~~12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT. CHECK THIS~~



City of Fort Lauderdale • Procurement Services Division  
101 NE 3<sup>rd</sup> Avenue, 1650 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

---

**CHANGED TO**

**12.9 INDEMNIFICATION OF CITY**

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, and its agents, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

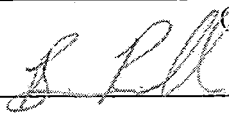
12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual  
Sr. Procurement Specialist

Company Name: Michael Baker International, Inc.

(please print)

Bidder's Signature: 

Date: 03/27/2025



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**ADDENDUM NO. 2**

ITB No. 423

**TITLE: BRIDGE DESIGN AND MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES**

**ISSUED: FEBRUARY 27, 2025**

This addendum is being issued to make the following change (s):


- The opening date has been changed to March 27<sup>th</sup>, 2025, at 2:00 PM.
- Q & A Close date has changed to March 20<sup>th</sup>, 2025, at 5:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual  
Sr. Procurement Specialist

Company Name: Michael Baker International, Inc.

(please print)

Bidder's Signature: 

Date: 03/27/2025



**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**Michael Baker International, Inc.**

Company Name

**Brian Russell, PE**

Name (Printed)

Handwritten signature of Brian Russell in black ink.

Signature

**Office Executive / Vice President**

Title

**03/27/2025**

Date

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: RFQ/Event# 423


Project Description: Bridge Design and Miscellaneous Structural Engineering Services, Continuing Services Contract

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Michael Baker International, Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Office Executive / Vice President

Date: 03/27/2025



**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

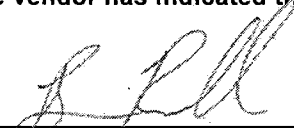
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

| <u>NAME</u> | <u>RELATIONSHIPS</u>                                 |
|-------------|--|
|             |  |
|             | <p style="text-align: center;">Brian Russell, PE</p> |

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



---

Authorized Signature

**Brian Russell, PE**

---

Name (Printed)

**Office Executive / Vice President**

---

Title

**03/27/2025**

---

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

Brian Russell, PE | Office Executive / Vice President  
\_\_\_\_\_  
Print Name and Title

**03/27/2025**

Date

City of Fort Lauderdale

**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name: Michael Baker International, Inc.

President: Brian Lutes

Business Address:

110 East Broward Boulevard, Suite 1700, Fort Lauderdale, FL 33301

Telephone: 904-380-2507

Fax:

N/A

E-Mail Address:

brussell@mbakerintl.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

SR 5 U US 1 NB Bridge Replacement Over Turnbull Creek - Please see Section 4.2.3.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

Please see Section 4.2.6 References.

How many years has your organization been in business? 85

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is: Brian Russell, PE

Certificate of Competency Number of Qualifying Agent: Professional Engineer

Effective Date: August 21, 2009 Expiration Date: February 28, 2027

Licensed in: Florida

Engineering Contractor's License # PE70205

(County/State)

Expiration Date: February 28, 2027

**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

**QUESTIONNAIRE SHEET**

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes, the plan is detailed in Section 4.2.5 Approach to Scope of Work.

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) KEITH - Landscape Architecture/Topographic Survey/SUE

b) Thomas Geotechnical Services - Geotechnical/Survey

c) Green Dade - Electrical

d) Delta Consulting - Permitting

e) HLM Public Outreach - Public Involvement

f)

g)

3. What equipment do you own that is available for the work?

LiDAR and UAS are available but not expected to be used.

4. What equipment will you purchase for the proposed work?

N/A

5. What equipment will you rent for the proposed work?

Potentially a boat rental for site reviews and a submeter GPS unit.

**2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 829243

Entity Name: MICHAEL BAKER INTERNATIONAL, INC.

**Current Principal Place of Business:**

500 GRANT STREET  
SUITE 5400  
PITTSBURGH, PA 15219

**Current Mailing Address:**

100 AIRSIDE DR.  
MOON TOWNSHIP, PA 15108 US

FEI Number: 25-1228638

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: 

Electronic Signature of Registered Agent

03/27/2025

Date

**Officer/Director Detail :**

Title PRESIDENT & CHIEF EXECUTIVE OFFICER  
Name LUTES, BRIAN A  
Address 500 GRANT STREET SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title DIRECTOR  
Name LUTES, BRIAN A  
Address 500 GRANT STREET SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title VICE PRESIDENT & DIRECTOR - CONTRACTS AND PROCUREMENT, ASSISTANT SECRETARY  
Name RAYMOND, SHRIFT  
Address 500 GRANT STREET SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title VICE PRESIDENT & OFFICE EXECUTIVE  
Name RUSSELL, BRIAN  
Address 12740 GRAN BAY PARKWAY WEST, SUITE 2110  
City-State-Zip: JACKSONVILLE FL 32258

Title DIRECTOR  
Name TEDDER, JOHN M  
Address 500 GRANT STREET SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title EXECUTIVE VICE PRESIDENT & CHIEF LEGAL OFFICER & SECRETARY  
Name TEDDER, JOHN M  
Address 500 GRANT STREET SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title SENIOR VICE PRESIDENT & REGIONAL DIRECTOR  
Name MONTGOMERY, THOMAS  
Address 420 TECHNOLOGY PKWY, SUITE 150  
City-State-Zip: NORCROSS GA 30092

Title VICE PRESIDENT & OFFICE EXECUTIVE  
Name PITCHFORD, ROBERT MARK  
Address 4010 WEST BOY SCOUT BLVD. SUITE 400  
City-State-Zip: TAMPA FL 33607

**Continues on page 2**

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAYMOND G. SHRIFT

VICE PRESIDENT & DIRECTOR, CONTRACTS AND PROCUREMENT & ASSISTANT SECRETARY

02/11/2025

Electronic Signature of Signing Officer/Director Detail

Date

**Officer/Director Detail Continued :**

Title VICE PRESIDENT & OFFICE MANAGER  
Name ROBERTS, JEFFREY  
Address 2316 KILLEARN CENTER BOULEVARD, SUITE 201  
-A  
City-State-Zip: TALLAHASSEE FL 32309

Title VICE PRESIDENT & VP, SSC & TREASURER  
Name BELL, JILL  
Address 500 GRANT STREET  
SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title VICE PRESIDENT & REGIONAL PRACTICE LEAD -  
ARCHITECTURE  
Name TUDRYN, DAVID BRENDAN  
Address 500 ENTERPRISE DRIVE  
City-State-Zip: ROCKY HILL CT 06067

Title ASSOCIATE VICE PRESIDENT & DIRECTOR OF  
TAX  
Name SMAY, GREGORY  
Address 500 GRANT STREET  
SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title ASSOCIATE VICE PRESIDENT &  
OFFICE MANAGER  
Name SNEAD, PAUL  
Address 200 SOUTH ORANGE AVENUE, SUITE  
1050  
City-State-Zip: ORLANDO FL 32801

Title DIRECTOR  
Name KOCH, JAMES E  
Address 500 GRANT STREET  
SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

Title DIRECTOR  
Name LONG, STEPHANIE  
Address 500 GRANT STREET  
SUITE 5400  
City-State-Zip: PITTSBURGH PA 15219

**Michael Baker**

**INTERNATIONAL**

*We Make a Difference*

**MICHAEL BAKER INTERNATIONAL**  
110 East Broward Boulevard · Suite 1700  
Fort Lauderdale, FL 33301




**CITY OF FORT LAUDERDALE**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA  
STATUTES, ON PREFERENCE TO BUSINESS WITH  
DRUG-FREE WORK PLACE PROGRAMS**

I certify that I have established a Drug Free Work Place program and have complied with the following

- a. Published and distributed to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than 5 days after such conviction.

- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY:  DATE: 06/30/2025

NAME (Printed) Brian Russell, PE TITLE: Office Executive / Vice President

COMPANY NAME: Michael Baker International, Inc.

Affix Company Seal

