

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

HBC ENGINEERING COMPANY

for

**CONSULTANT SERVICES FOR RIVERWALK NORTH SEAWALL
REPLACEMENT (P11722)**

**REQUEST FOR QUALIFICATIONS
12716-626**

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 19th day of December, 2023, by and between:

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

and

HBC ENGINEERING COMPANY, a Florida corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of 12/5, 2023, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Riverwalk North Seawall Replacement Consultant Services, RFQ No. 12716-626, 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 12/29, 2023, 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 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.
- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.

- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.8 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.
- 1.9 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.
- 1.10 CONSULTANT: HBC ENGINEERING COMPANY, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his/her 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.
- 1.12 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.
- 1.13 DEPARTMENT DIRECTOR: The Public Works Director for the City of Fort Lauderdale.
- 1.14 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.
- 1.15 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.

- 1.16 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.24 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.
- 1.25 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 (2023), 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 (2023), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Professional Services related to a contract for civil, structural, geotechnical and electrical engineering consulting 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 (2023), 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. 12716-626.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications No. 12716-626.

- 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 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in the project schedule indicated in Exhibit D. The Project Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 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 for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above 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 and shall provide reasonable compensation, if appropriate. 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.
- 7.4 In the event CONTRACTOR fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if CONTRACTOR 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, CONSULTANT shall be compensated in accordance with Article 8 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders, Scope of Services, and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services

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 basic

services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **SIX HUNDRED AND EIGHTY-TWO THOUSAND FIVE HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-ONE CENTS (\$682,534.41)**. 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 Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

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. 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 Payment will be made to CONSULTANT at:

Adebayo Coker, PE, President
HBC Engineering Company
8935 NW 35th Lane
Suite 201
Doral, Florida 33172
Email: acoker@hbcengineeringco.com
Telephone: (305) 232-7932

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.

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.

10.9.2 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.

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

10.9.4 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.

10.9.5 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 (2023), 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.

12.2 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 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 or accepted.

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 (2023), 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 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 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 (2023), 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 (2023), 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 subconsultants. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultants, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultant 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:

Chen Moore and Associates, Inc.
GPI Geospatial
Tierra South Florida, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior 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 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 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.

12.10 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 (2023), or to extend the CITY's liability beyond the limits established in said Section 768.28, Florida Statutes (2023); 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, the CONSULTANT, at its sole expense, shall 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 the CONSULTANT. The CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the 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 the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the 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:

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

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

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.

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered 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 the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

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 the CONSULTANT does not own vehicles, the 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 (2023), as may be amended or revised. 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 Statutes.

The CONSULTANT waives, and the CONSULTANT shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The 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. The 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 the 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 the CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 Agreement or prior.
- f. The CITY shall be named 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 the CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
1 East Broward Boulevard
Fort Lauderdale, FL 33301

The 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 operation 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 the CONSULTANT's expense.

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

The CONSULTANT's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-

contributory.

Any exclusion or provision in any insurance policy maintained by the 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 contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate 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.

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

It is the CONSULTANT's responsibility to ensure that any and all of the 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 the 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.

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 AGREEMENT

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: Ana Ziegler
Public Works Department
City of Fort Lauderdale
101 NE 3rd Avenue
Suite 1420
Fort Lauderdale, FL 33301
Telephone: (954) 828-5817
E-mail: AZiegler@fortlauderdale.gov

With a copy to: City Manager
City of Fort Lauderdale
1 East Broward Boulevard
Suite 444
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard
Suite 1605
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: Adebayo Coker, PE, President
HBC Engineering Company
8935 NW 35th Lane Suite 201
Doral, FL 33172
Email: acoker@hbcengineeringco.com
Telephone: (305) 232-7932

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 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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), 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 (2023), 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 (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), 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 (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), 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.

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 (2023), 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 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 Contractor 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"), 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.

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 subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT 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 CONSULTANT, or any subconsultant 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 subconsultant knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the CONSULTANT otherwise complied with Subsection 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. 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 Agreement under Paragraph 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 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. CONSULTANT shall be responsible for compliance by any and all subconsultants, 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.

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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: 
for GREG CHAVARRIA
City Manager


Date: 12/29/23

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

Tefel

Teodoro Tefel
Print Name

[Signature]

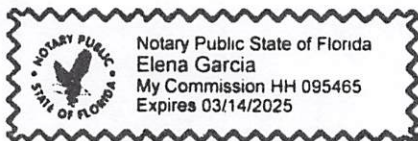
Jose Lopez
Print Name

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Miami-Dade.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of December, 2023, by Adebayo Coker, as President for HBC ENGINEERING COMPANY, a Florida corporation.



Elena Garcia
(Signature of Notary Public - State of Florida)

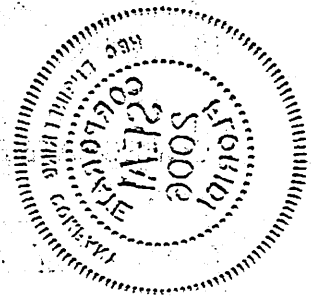
Elena Garcia
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced: N/A.

NOT RECORDED

11



RECEIVED

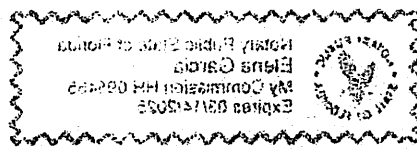
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RECEIVED

EXHIBIT A**SCOPE OF SERVICES****1.1 Purpose**

The City is seeking the services of a qualified consulting firm to provide Professional Services related to a contract for civil, structural, geotechnical and electrical engineering consulting services. The following is a list of services that may be required. 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, and for which the firm(s) are experienced, qualified, and able to perform:

1.2 Scope of Services

- a) The Consultant shall provide a design for a seawall replacement, specifically for the Riverwalk North seawall, starting from the Andrews Avenue bridge and going five hundred (500) feet west toward the FXE train track. The project includes but is not limited to:
 - designing a new seawall (sheet piling) in front of the existing concrete seawall (riverside);
 - designing the demolition of the existing concrete catwalk located in front of the existing seawall (riverside);
 - designing the installation of fixed docks attached to the new seawall;
 - designing the installation and attachment of new floating docks and amenities;
 - designing the relocation of utilities attached to the concrete catwalk as well as designing the replacement of utility stations located on the existing concrete catwalk.
- b) The electrical design for the project includes the replacement of various electrical shore-ties pedestal. The new installation could be either in the new sea wall or in the floating docks. New floating docks can be custom made to facilitate the installation of the shore-ties. The design also includes the replacement of the pier lighting. The lighting shall be water/salt resistant. The design of the pier lighting shall follow federal, state, or authority having jurisdiction to mitigate the impact on the sea turtles. All electrical conduits shall be polyvinyl chloride and the cables shall be rated for wet location.
- c) The Consultant shall be responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

- d) The Consultant is responsible for the quality control (QC) of their work and of its sub- consultants. The Consultant shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub- consultant documents and submittals shall be submitted directly to the Consultant for their independent QC review. The City shall accept submittals for review and action only from the Consultant.
- e) The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the Consultant and its sub-consultant(s). It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The Consultant shall provide the City with a marked-up set of plans and/or specifications showing the Consultant's QC review. Such mark-ups shall accompany the Consultant's scheduled deliverables. The submittal shall include the names of the Consultant's staff that performed the QC review for each component (structures, roadway, drainage, etc.).
- f) The Consultant shall perform evaluation, analysis and recommendations or soil strengthening and remediation if required.
- g) The Consultant shall conduct filed inspections of deteriorated structure elements on site and prepare designs and specifications for appropriate repairs and replacements.
- h) The Consultant shall provide cost estimates for proposed design and improvement at various stages (30% complete, 60% complete, 90% complete, and 100% complete) of a project.

The design will consider:

1. Seawall Ordinance
2. Location of existing tiebacks
3. Access to new floating docks
4. Coordination with local stakeholders (restaurants, apartment buildings)
5. Impacts to existing monument.

No work is authorized until such time as a contract is fully executed by the City. Any work provided under a revision or amendment to the contract is not authorized until the amendment is fully executed by the City.

1.3 Tasks

The task list below includes a representation of services, but is not limited to:

1.3.1 Data Collection and review of Existing Condition.

Data collection will include the project's existing records including the City's atlases, as-built plans, utility plans and obtaining copy of existing permits. The research efforts involve telephone

conversations and meetings with agency staff, as well as reviewing record drawings and obtaining stormwater and utility atlases, flood maps, water table maps and others. Information will be collected from the City, County and pertinent agencies.

1.3.2 60% Design Submission

The Consultant shall identify key constructability issues.

The 60% design submission shall include, at a minimum, the following:

- 60% Plans
- List of specifications
- Preliminary construction cost estimate

1.3.3 100% Design Submission

- The Consultant shall incorporate the review comments from 60% design submission in the 100% design submission. The 100% design submission shall be complete.
- The Consultant shall submit the 100% design submission for City review. The design drawings shall be submitted in 11" x 17" plan sheets. The City shall provide comments to the "Consultant" within 10 business days of receiving the submittal.
- The Consultant shall attend one (1) coordination meeting with the City to address review comments. Consultant shall prepare the agenda, record, and submit meeting minutes.
- The Consultant shall provide an updated schedule in Microsoft Project as part of this submittal package for City review and approval.

Once all comments are addressed, or if no comments or corrections are necessary, the Consultant shall submit the Final Plans and Specifications, and any other document required for a complete design to the City. Consultant shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

1.3.4 Permitting

- The Consultant shall submit and procure all required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.
- The Consultant shall respond to all permit comments from the CITY, regulatory agencies, or authorities having jurisdiction.
- The Consultant shall attend permit meetings with CITY, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the CITY.
- The Consultant is responsible for determining which permits are required and which agencies are applicable to the project.

1.3.5 Utility Coordination and Utility Meeting

- **Utility Coordination:** A design ticket will be requested from Sunshine One Call. All of the utilities identified on the ticket will be contacted and atlases for the utilities' facilities in the area will be solicited. The information from the utilities will be included in the drawings. This task includes follow up with the utility companies to coordinate and resolve any possible conflicts.
- **Utility Meeting:** Attend one utility coordination meeting, if necessary, with all utilities to go over conflicts and any relocations. This could also be done by phone.

1.3.6 Topographic and Hydrographic Survey

1.3.7 Geotechnical Testing and Report

1.3.8 Natural Resources/Species Evaluation

1.3.9 Bidding Services for Construction Contractor

- The Consultant shall assist the CITY in preparing the bid documents, including incorporating the CITY's front-end documents.
- The Consultant shall attend the pre-bid meeting. The Consultant shall respond to questions from prospective bidders.
- The Consultant shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda.
- The Consultant shall review all bids to determine the most responsible and responsive bidder and provide the CITY with a recommendation for award of the construction contract.

1.3.10 Post Design Services During Construction

- The Consultant shall attend, record, and prepare minutes of the pre- construction meeting, and submit to the CITY for approval.
- The Consultant shall periodically observe the progress of the construction as requested and authorized in writing by the CITY and submit report of findings to the CITY.
- The Consultant shall attend no less than eight (8) construction progress meetings as requested.
- The Consultant shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications, and recommend submittal action to the CITY. Assume no less than twenty (20) shop drawings packages.
- The Consultant shall provide written responses to all RFIs within seven (7) business days to the CITY. Assume no less

than sixteen (16) RFI's.

- The Consultant shall assist the CITY with review of the Contractor's request for payments, and provide recommendation of percent of work completed, as well as review test reports, and provide comments and/or recommendations.
- The Consultant shall assist the CITY with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the CITY.
- The Consultant shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications.
- The Consultant shall review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- The Consultant shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the CITY.

1.4 Deliverables

Each task will have its own deliverables, the list below includes a representation of deliverables, but is not limited to:

1.4.1 Task 1

One (1) electronic copy of memorandum with pictures and discussion of findings during the Data Collection and Review of Existing Conditions.

1.4.2 Task 2

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) copy of list of specifications

1.4.3 Task 3

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets of the 100% design package including, signed and sealed of the Final Plans (24" x 36" plan sheets), and Specifications together with an electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

1.5 Schedule

The Consultant shall perform the services identified in Tasks 1 - 8 within 240 days of the written Notice to Proceed. Task 9 and 10 schedules shall be determined based on the bid dates and construction award period.

Consultant shall provide schedule on Microsoft Project. Schedules shall be included in the contract and shall be based on the number of continuous calendar days following the contract execution to complete the project. If City reviews and comments are necessary to proceed with the contract, then a specified City review time shall be included in the schedule.

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EXHIBIT "B"**HOURLY BILLING RATES****City of Fort Lauderdale****Consultant Services for Riverwalk North Seawall Replacement****PRIME CONSULTANT - HBC Engineering Company**

Rate Category	Unit of Measure	Final Rates
Principal	Per Hour	\$ 254.85
Project Manager	Per Hour	\$ 190.00
Chief Engineer	Per Hour	\$ 240.00
Senior Engineer	Per Hour	\$ 210.00
Engineer	Per Hour	\$ 151.44
Engineer Intern	Per Hour	\$ 98.00
CADD/Computer Technician	Per Hour	\$ 90.00

SUBCONSULTANT – Chen Moore and Associates, Inc.

Rate Category	Unit of Measure	Final Rates
President	Per Hour	\$ 280.00
Principal	Per Hour	\$ 265.00
Principal Engineer	Per Hour	\$ 220.00
Senior Engineer	Per Hour	\$ 195.00
Project Engineer	Per Hour	\$ 140.00
Associate Engineer	Per Hour	\$ 120.00
Engineer	Per Hour	\$ 110.00
Principal Landscape Architect	Per Hour	\$ 190.00
Project Landscape Architect	Per Hour	\$ 120.00
Senior Landscape Architect	Per Hour	\$ 150.00
Associate Landscape Architect	Per Hour	\$ 110.00
Landscape Designer	Per Hour	\$ 110.00
Principal Planner	Per Hour	\$ 193.00
Senior Planner	Per Hour	\$ 120.00
Project Planner	Per Hour	\$ 90.00
Associate Planner	Per Hour	\$ 75.00
Senior Environmental Scientist	Per Hour	\$ 150.00
Senior Designer	Per Hour	\$ 140.00
Designer	Per Hour	\$ 110.00
Senior Technician	Per Hour	\$ 100.00
Technician	Per Hour	\$ 90.00
Senior Construction Specialist	Per Hour	\$ 140.00
Construction Specialist	Per Hour	\$ 95.00
Administrative Staff	Per Hour	\$ 70.00
Intern	Per Hour	\$ 55.00

SUBCONSULTANT – GPI Geospatial Inc.

Rate Category	Unit of Measure	Final Rates
SUR Chief Surveyor	Per Hour	\$ 250.00
SUR Senior Surveyor 2	Per Hour	\$ 200.00
SUR Survey Project Manager	Per Hour	\$ 135.00
SUR Survey/GIS/SUE Analyst	Per Hour	\$ 130.00
SUR Mobile Survey Analyst 3	Per Hour	\$ 137.97
SUR Mobile Survey Analyst 2	Per Hour	\$ 109.93
SUR Mobile Survey Analyst 1	Per Hour	\$ 100.00
SUR Mobile Survey Operator	Per Hour	\$ 190.00
SUR Crew Chief	Per Hour	\$ 98.00
SUR Instrument	Per Hour	\$ 74.23
SUR ROD Person	Per Hour	\$ 70.47
4 Person Survey Crew	Per Hour	\$ 313.17
3 Person Survey Crew	Per Hour	\$ 242.70
2 Person Survey Crew	Per Hour	\$ 172.23

SUBCONSULTANT – Tierra South Florida, Inc.

Rate Category	Unit of Measure	Final Rates
Project Manager	Per Hour	\$ 225.00
Principal Engineer	Per Hour	\$ 200.00
Senior Engineer	Per Hour	\$ 175.00
Project Engineer	Per Hour	\$ 140.00
Threshold Engineer	Per Hour	\$ 155.00
Inspector/Technician	Per Hour	\$ 95.00
Draftsman/CADD Technician	Per Hour	\$ 95.00

Standard Penetration Test Borings (ATSM D-1586 D-1586), Truck Rig Or Mud Bug Rig	Unit of Measure	Final Rates
0-50 Foot Depth Interval	Foot	\$ 14.00
51 -100 Foot Depth Interval	Foot	\$ 16.00
101-150 Foot Depth Interval	Foot	\$ 19.00

Auger Borings (Drill Rig – ASTM 4700)	Unit of Measure	Final Rates
0-50 Foot Depth Interval	Foot	\$ 11.00
51 -100 Foot Depth Interval	Foot	\$ 13.00

Undistributed Samples (Shelby Tubes)	Unit of Measure	Final Rates
0-50 Foot	Foot	\$ 105.00
51 -100 Foot	Foot	\$ 130.00

Temporary Casings (3 inch casing)	Unit of Measure	Final Rates
0-50 Foot	Foot	\$ 7.00
51 -100 Foot	Foot	\$ 9.00
101-150 Foot	Foot	\$ 12.00

Grout Boreholes	Unit of Measure	Final Rates
Truck/Mud Bug 0-50 Foot	Foot	\$ 6.00
51 -100 Foot	Foot	\$ 8.00
100-150 Foot	Foot	\$ 11.00

Muck Probing	Unit of Measure	Final Rates
2-Man Crew	Per Hour	\$ 140.00
3-Man Crew	Per Hour	\$ 219.00
Permeability/Percolations Tests - Field (SFWMD Usual Open Hole Method)	Each	\$ 375.00
Rock Coating (0-50 Ft Truck Mounted)	Foot	\$ 40.00
Rock Coating (51-100 Ft Truck Mounted)	Foot	\$ 48.00

Temporary Casing (6-inch casings)	Unit of Measure	Final Rates
0-50 Foot	Foot	\$ 12.00
51 -100 Foot	Foot	\$ 14.00
Pavement Cores, Asphalt	Each	\$ 200.00
Extra Split Spoons (0-50 ft truck Mounted)	Foot	\$ 30.00
Extra Split Spoons (51-100 ft truck Mounted)	Foot	\$ 35.00
MOT	Set Up	\$ 1,200.00

Laboratory Testing	Unit of Measure	Final Rates
Standard Proctors	Test	\$ 125.00
Modified Test	Test	\$ 125.00
Linierock Beating Ratio Test	Test	\$ 260.00
Atterberg Limit Test	Test	\$ 75.00
Carbonate Content Test	Test	\$ 65.00
Organic Content Test	Test	\$ 44.00
Natural Sample Moisture Content	Test	\$ 19.00
LA Abrasion	Test	\$ 265.00
Permeability Tests (Laboratory Test)	Test	\$ 250.00
Sieve Analysis (Complete) ASTM D 6913)	Test	\$ 60.00
Sieve Analysis (-200 only) ASTM D 1140)	Test	\$ 42.00
Hydrometer Analysis (does not include +200 Sieve Analysis) (ASTM D 422)	Test	\$ 135.00
Corrosion Series (pH, Sulphates, Chloride, Resistivity) (Foot)	Test	\$ 150.00
Soil Resistivity (ASTM G-187)	Test	\$ 75.00
Specific Gravity (ASTM D 854)	Test	\$ 65.00
Unit Weight Determination (ASTM D 2937 And D 2216)	Test	\$ 60.00
Calcium Carbonate Aggregates (ASTM D 3042)	Test	\$ 60.00
Consolidation Tests (ASTM D 2435) up To 12 Load Increment	Test	\$ 425.00
Consolidation Test, Additional load Increment	Test	\$ 65.00
Unconfined Compression Test (rock) (ASTM D 7012)	Test	\$ 135.00
Splitting Tensile Test (rock) (ASTM D 3967)	Test	\$ 135.00
Triaxial Test – Unconsolidated – Undrained (UU) (ASTM D 2850)	Test	\$ 275.00
Triaxial Test – Unconsolidated – Undrained (CU) (ASTM D 4767)	Test	\$ 325.00
Triaxial Test – Unconsolidated – Drained (CD) (USACE)	Test	\$ 325.00
Preparation of Samples for Consolidation Permeability or Strength Test	Test	\$ 75.00

Drilling, Equipment Mobilization/ Demobilization	Unit of Measure	Final Rates
Truck – Mounted Rig	Each	\$ 375.00
Mudburg Track Rig	Each	\$ 1,100.00
Amphibious/Barge (mounted Equipment)	Day	\$ 7,000.00
Support Truck	Day	\$ 175.00



HBCENGI-01

RJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
INSURED HBC Engineering Company 8935 NW 35th Lane Suite 201 Doral, FL 33172	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company A+ (XV)	NAIC # 30104
	INSURER B: Nutmeg Insurance Company	39608
	INSURER C: Hartford Casualty Insurance Company A+ (XV)	29424
	INSURER D: Hudson Insurance Group A XV	25054
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			42 SBU AR9BKL	2/21/2023	2/21/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EMPLOYEE BENEFIT \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42 UEG AF0811	2/21/2023	2/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 SBU AR9BKL	2/21/2023	2/21/2024	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			42WEGAR9BJP	2/21/2023	2/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			PRB 06 19 115908	2/21/2023	2/21/2024	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: RFQ 12716-626 (P11722) Consultant Services for Riverwalk North Seawall Replacement

City of Fort Lauderdale is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale
1 East Broward Boulevard
Fort Lauderdale, FL 33301

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

AUTHORIZED REPRESENTATIVE

Solicitation 12716-626

Consultant Services for Riverwalk North Seawall Replacement (P11722)

Bid Designation: Public



City of Fort Lauderdale

Bid 12716-626

Consultant Services for Riverwalk North Seawall Replacement (P11722)

Bid Number **12716-626**
Bid Title **Consultant Services for Riverwalk North Seawall Replacement (P11722)**

Bid Start Date **Aug 11, 2022 9:16:02 AM EDT**
Bid End Date **Oct 12, 2022 2:00:00 PM EDT**
Question &
Answer End Date **Sep 1, 2022 5:00:00 PM EDT**

Bid Contact **Maureen Lewis, MBA, CPPB**
Senior Procurement Specialist
Finance
954-828-5239
maureenl@fortlauderdale.gov

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide civil, structural, geotechnical, and electrical engineering consulting services 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.**

This solicitation will be opened electronically via bidsync.com at the date and time indicated on the solicitation. All openings will be held on the bidsync.com platform. 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. It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through BidSync at bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA bidsync.com .

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 bidsync.com before the Last Day for Questions indicated in the Solicitation.

Added on Sep 6, 2022:
Bid Opening date extended to TUESDAY, SEPTEMBER 27, 2022.
Added on Sep 19, 2022:
Section 5.2.3 (Weighted Criteria) has been revised.
Added on Sep 23, 2022:
Bid opening date has been extended to 10/4/2022.
Added on Oct 3, 2022:
Bid opening date has been extended to 10/12/2022.

Addendum # 1

Addendum # 2

Addendum # 3

Item Response Form

Item **12716-626-01-01 - UPLOAD ATTACHMENTS HERE**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33301

Qty 1

Description

UPLOAD ATTACHMENTS HERE

Request for Qualifications

RFQ # 12716-626

**CONSULTANT SERVICES FOR RIVERWALK NORTH SEAWALL
REPLACEMENT**

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

City of Fort Lauderdale



**ANA ZIEGLER
PROJECT MANAGER II**

**MAUREEN LEWIS, MBA, CPPB
SENIOR PROCUREMENT SPECIALIST**
Telephone: (954) 828-5239 E-mail: maureenl@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 civil, structural, geotechnical, and electrical engineering consulting services 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 BidSync

The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a response to ensure familiarity with the use of BidSync. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge to bidders/construction managers 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 bid is submitted electronically through BidSync at bidsync.com no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA bidsync.com.**

1.3 Electronic Bid Openings

This solicitation will be opened electronically via bidsync.com at the date and time indicated on the solicitation. All openings will be held on the bidsync.com platform. 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 bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Pre-Proposal Meeting

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

However, it will be the sole responsibility of the proposer to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Maureen Lewis, Senior Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-5239
E-mail: maureenl@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A platform provided by BidSync at bidsync.com. 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 bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **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 proposer 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 in BidSync 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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), 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 (2021), 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 (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), 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 (2021), 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 Bidsync 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 Bidsync 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 Bidsync 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 **consulting engineering**, for at least **ten (10) 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 consulting engineering and shall possess a valid professional engineering license affiliated to the Florida Board of Professional Engineers. Project manager assigned to the work must have **ten (10) years'** experience in engineering design, has served as project manager on similar projects, and must possess a valid professional engineering license affiliated to the Florida Board of Professional Engineers.

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 required.

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort

Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

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=C OOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

2.11 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), 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 (2021), 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 Contractor shall result in cancellation of the City purchase and may result in Contractor 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 are 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

2.13.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Local Business Preference, the Proposer shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.13.2 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference 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_ART_VFI_DIV2PR_S2-186LOBUPR

2.14 Disadvantaged Business Enterprise Preference – N/A

2.14.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.15 Insurance Requirements

During the term of this Agreement, Consultant at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide the City a certificate of insurance evidencing such coverage. Consultant's insurance coverage shall be primary insurance as respects to the City for all applicable policies. 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 Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the 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, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies/coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

Consultant must keep Completed Operations insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered 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 the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Professional Liability and/or Errors and Omissions (if architectural or engineering services are provided)

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 insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

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 the Consultant does not own vehicles, the 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 firm performing work 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.

The Consultant and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 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 or Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide a Certificate of Insurance to the City with 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 the 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 goes beyond the expiration date of the insurance policy, the 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 shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named 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 the Consultant's Workers' Compensation insurance policy.
- h. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The 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 operation 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 the Consultant's expense.

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

The Consultant's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide confirmation of coverage renewal via an updated

certificate 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.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Consultant's insurance company and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID 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 - Subconsultants

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 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 Request for Proposals, 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 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.

2.22 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.

2.23 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.

2.24 Indemnity/Hold Harmless Agreement

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.

2.25 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 General Conditions.

2.26 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.

2.27 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.

2.28 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 Bidsync as stated in Section 4.1.

2.29 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.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm to provide Professional Services related to a contract for civil, structural, geotechnical and electrical engineering consulting services. The following is a list of services that may be required. 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, and for which the firm(s) are experienced, qualified, and able to perform:

3.2 Scope of Services

- a) The Consultant shall provide a design for a seawall replacement, specifically for the Riverwalk North seawall, starting from the Andrews Avenue bridge and going five hundred (500) feet west toward the FXE train track. The project includes but is not limited to:
 - designing a new seawall (sheet piling) in front of the existing concrete seawall (riverside);
 - designing the demolition of the existing concrete catwalk located in front of the existing seawall (riverside);
 - designing the installation of fixed docks attached to the new seawall;
 - designing the installation and attachment of new floating docks and amenities;
 - designing the relocation of utilities attached to the concrete catwalk as well as designing the replacement of utility stations located on the existing concrete catwalk.
- b) The electrical design for the project includes the replacement of various electrical shore-ties pedestal. The new installation could be either in the new sea wall or in the floating docks. New floating docks can be custom made to facilitate the installation of the shore-ties. The design also includes the replacement of the pier lighting. The lighting shall be water/salt resistant. The design of the pier lighting shall follow federal, state, or authority having jurisdiction to mitigate the impact on the sea turtles. All electrical conduits shall be polyvinyl chloride and the cables shall be rated for wet location.
- c) The Consultant shall be responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.
- d) The Consultant is responsible for the quality control (QC) of their work and of its sub-consultants. The Consultant shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the Consultant for their independent QC review. The City shall accept submittals for review and action only from the Consultant.
- e) The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services

furnished by the Consultant and its sub-consultant(s). It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The Consultant shall provide the City with a marked-up set of plans and/or specifications showing the Consultant's QC review. Such mark-ups shall accompany the Consultant's scheduled deliverables. The submittal shall include the names of the Consultant's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

- f) The Consultant shall perform evaluation, analysis and recommendations or soil strengthening and remediation if required.
- g) The Consultant shall conduct filed inspections of deteriorated structure elements on site and prepare designs and specifications for appropriate repairs and replacements.
- h) The Consultant shall provide cost estimates for proposed design and improvement at various stages (30% complete, 60% complete, 90% complete, and 100% complete) of a project.

The design will consider:

- 1. Seawall Ordinance
- 2. Location of existing tiebacks
- 3. Access to new floating docks
- 4. Coordination with local stakeholders (restaurants, apartment buildings)
- 5. Impacts to existing monument

No work is authorized until such time as a contract is fully executed by the City. Any work provided under a revision or amendment to the contract is not authorized until the amendment is fully executed by the City.

3.3 Tasks

The task list below includes a representation of services, but is not limited to:

3.3.1 Data Collection and review of Existing Condition.

Data collection will include the project's existing records including the City's atlases, as-built plans, utility plans and obtaining copy of existing permits. The research efforts involve telephone conversations and meetings with agency staff, as well as reviewing record drawings and obtaining stormwater and utility atlases, flood maps, water table maps and others. Information will be collected from the City, County and pertinent agencies.

3.3.2 60% Design Submission

The Consultant shall identify key constructability issues.

The 60% design submission shall include, at a minimum, the following:

- 60% Plans
- List of specifications
- Preliminary construction cost estimate

3.3.3 100% Design Submission

- The Consultant shall incorporate the review comments from 60% design

submission in the 100% design submission. The 100% design submission shall be complete.

- The Consultant shall submit the 100% design submission for City review. The design drawings shall be submitted in 11" x 17" plan sheets. The City shall provide comments to the "Consultant" within 10 business days of receiving the submittal.
- The Consultant shall attend one (1) coordination meeting with the City to address review comments. Consultant shall prepare the agenda, record, and submit meeting minutes.
- The Consultant shall provide an updated schedule in Microsoft Project as part of this submittal package for City review and approval.

Once all comments are addressed, or if no comments or corrections are necessary, the Consultant shall submit the Final Plans and Specifications, and any other document required for a complete design to the City. Consultant shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

3.3.4 Permitting

- The Consultant shall submit and procure all required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.
- The Consultant shall respond to all permit comments from the CITY, regulatory agencies, or authorities having jurisdiction.
- The Consultant shall attend permit meetings with CITY, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the CITY.
- The Consultant is responsible for determining which permits are required and which agencies are applicable to the project.

3.3.5 Utility Coordination and Utility Meeting

- Utility Coordination: A design ticket will be requested from Sunshine One Call. All of the utilities identified on the ticket will be contacted and atlases for the utilities' facilities in the area will be solicited. The information from the utilities will be included in the drawings. This task includes follow up with the utility companies to coordinate and resolve any possible conflicts.
- Utility Meeting: Attend one utility coordination meeting, if necessary, with all utilities to go over conflicts and any relocations. This could also be done by phone.

3.3.6 Topographic and Hydrographic survey

3.3.7 Geotechnical Testing and Report.

3.3.8 Natural Resources/Species Evaluation

3.3.9 Bidding Services for Construction Contractor

- The Consultant shall assist the CITY in preparing the bid documents, including incorporating the CITY's front-end documents.

- The Consultant shall attend the pre-bid meeting. The Consultant shall respond to questions from prospective bidders.
- The Consultant shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda.
- The Consultant shall review all bids to determine the most responsible and responsive bidder and provide the CITY with a recommendation for award of the construction contract.

3.3.10 Post Design Services During Construction.

- The Consultant shall attend, record, and prepare minutes of the pre-construction meeting, and submit to the CITY for approval.
- The Consultant shall periodically observe the progress of the construction as requested and authorized in writing by the CITY and submit report of findings to the CITY.
- The Consultant shall attend no less than eight (8) construction progress meetings as requested.
- The Consultant shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications, and recommend submittal action to the CITY. Assume no less than twenty (20) shop drawings packages.
- The Consultant shall provide written responses to all RFIs within seven (7) business days to the CITY. Assume no less than sixteen (16) RFI's.
- The Consultant shall assist the CITY with review of the Contractor's request for payments, and provide recommendation of percent of work completed, as well as review test reports, and provide comments and/or recommendations.
- The Consultant shall assist the CITY with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the CITY.
- The Consultant shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications.
- The Consultant shall review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- The Consultant shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the CITY.

3.4 Deliverables

Each task will have its own deliverables, the list below includes a representation of deliverables, but is not limited to:

3.4.1 Task 1

One (1) electronic copy of memorandum with pictures and discussion of findings during the Data Collection and Review of Existing Conditions.

3.4.2 Task 2

- Three (3) original sets of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.

- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) copy of list of specifications

3.4.3 Task 3

- Three (3) original sets of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- Three (3) original sets of the 100% design package including, signed and sealed of the Final Plans (24" x 36" plan sheets), and Specifications together with an electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.

3.5 Schedule

The Consultant shall perform the services identified in Tasks 1 - 8 within 240 days of the written Notice to Proceed. Task 9 and 10 schedules shall be determined based on the bid dates and construction award period.

Consultant shall provide schedule on Microsoft Project. Schedules shall be included in the contract and shall be based on the number of continuous calendar days following the contract execution to complete the project. If City reviews and comments are necessary to proceed with the contract, then a specified City review time shall be included in the schedule.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses BidSync 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. 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 BidSync.

All proposals must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. 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 proposal to be rejected and deemed non-responsive.

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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. 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 (2021), 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 Contractor 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 that 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 proposal 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 proposal 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 offeror 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).
- Description of work.
- Year the project was completed.
- Total cost of the construction, estimated and actual.

Note: Do not simply 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. Local Business Preference Certification [N/A]

c. Disadvantaged Business Enterprise Preference Certification [N/A]

d. Non-Collusion Statement

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

e. Non-Discrimination Certification Form

f. E-Verify Affirmation Statement

g. Contract Payment Method

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.

h. Bid/Proposal Certification

Complete and attach the Certification

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>
Qualifications and Experience of Principals and Staff	20
Experience [Including firm and project team, principals, project manager, staff and sub-consultants]	20
History and Past Performance	20
Approach to Scope of Work	20
Ability to Meet time and Budget Requirements M/WBE Participation Efforts	20
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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), 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 (2021), 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 (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), 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 (2021), 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.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model

with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. 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 bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may 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 RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder 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 protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

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

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, 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 act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, 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 Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor 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 Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor 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.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor 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 (2021), 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 Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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.

AGREEMENT

between

City of Fort Lauderdale

and

COMPANY NAME

for

(RFQ TITLE)

RFQ No.

DRAFT CONTRACT

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 202__, by and between:

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

and

_____, a _____
(company/corporation) authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2022, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for Riverwalk North Seawall Replacement, RFQ No. 12716-626, 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 _____, 2022, 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 on the Project.

- 1.4 CHANGE ORDER: A written order 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.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 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: (_____), the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director of 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 Director of the Public Works Department 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 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 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 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.26 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.
- 1.27 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, 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, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Engineering Consultant Services for Riverwalk North Seawall Replacement 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 5 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 design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, 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, Addenda 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 (RFQ 12716-626).

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ 12716-626).

- 5.2 Anything shown on the drawings and not 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.

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this

Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 7.2 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 for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above 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 and shall provide reasonable compensation, if appropriate. 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.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor 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, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

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 basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of _____ (\$ ____). 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 Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

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 and profit, or as required by individual Task Order.

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs 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. Sub-consultant 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 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 sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 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 unless authorized in writing by the Contract Administrator:

- 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).

8.3.2 Reimbursable sub-consultant 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.

8.3.3 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.

8.4 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 7.
- 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 8.2 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 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 (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 (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 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.
- 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 8.3. 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 Contractor.

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) of the Florida Statutes. 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 11.27. 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 11.27, 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 11.27, 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 (2021), 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 (2021), 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 Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUB-CONSULTANTS

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

- 12.7.2 CONSULTANT shall utilize the sub-consultants 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 sub-consultants submitted by CONSULTANT.

The list of sub-consultants 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 sub-contract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

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.

12.10 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, or to extend the CITY'S liability beyond the limits established in said Section 768.28; 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 11.10 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

During the term of this Agreement, Consultant at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide the City a certificate of insurance evidencing such coverage. Consultant's insurance coverage shall be primary insurance as respects to the City for all applicable policies. 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 Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the 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, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies/coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

Consultant must keep Completed Operations insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered 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 the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Professional Liability and/or Errors and Omissions (if architectural or engineering services are provided)

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 insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

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 the Consultant does not own vehicles, the 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 firm performing work 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.

The Consultant and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 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 or Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide a Certificate of Insurance to the City with 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 the 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 goes beyond the expiration date of the insurance policy, the 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 shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named 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 the Consultant's Workers' Compensation insurance policy.
- h. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The 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 operation 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 the Consultant's expense.

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

The Consultant's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide confirmation of coverage renewal via an updated certificate 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.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Consultant's insurance company and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the 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.

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 sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants, 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 1-11 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.**

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 CONSULTANT. 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.

12.25 EXHIBITS

Each Exhibit referred to in this Agreement forms 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.

12.26 ONE ORIGINAL AGREEMENT

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: Public Works Director
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5806

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: NAME
COMPANY NAME
ADDRESS
STATE AND ZIP
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 sub-consultants, 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 he/she/it is qualified to perform the work, that CONSULTANT and his/her/its sub-consultants 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 contract.

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 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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), 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 (2021), 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 (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), 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 (2021), 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 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 (2021), 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 (2021), 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 (2021), 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(2), Florida Statutes (2021), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes (2021), 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(2)(c)1. or 2., Florida Statutes (2021), 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(2)(c), Florida Statutes (2021), 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 DD., including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section DD. in its subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section

448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

DRAFT CONTRACT

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: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTTOYA HASAN
Assistant City Attorney

WITNESSES:

COMPANY NAME), a _____
company/corporation authorized to conduct
business in the State of Florida,

By: _____

Print Name

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 _____, 202__, by (NAME OF
AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER) for
_____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY)
authorized to conduct business in the State of Florida.

(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: _____

**EXHIBIT A
SCOPE OF SERVICES**

DRAFT CONTRACT

EXHIBIT "B"
BILLING RATES

DRAFT CONTRACT

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.

NAME

RELATIONSHIPS

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

Title

Name (Printed)

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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor 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 Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor 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.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

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: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

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 MBE / SBE / WBE (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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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. **You must also click the "Take Exception" button.**

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:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

BID NO. 12716-626
CONSULTANT SERVICES FOR RIVERWALK NORTH SEAWALL
REPLACEMENT (P12708)

ADDENDUM NO. 1

ISSUED: September 19, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the Bid Proposal Certification Page.

REPLACE: Replace Page 24 with the attached Addendum 1.
Section 5.2.3 (Weighted Criteria) has been revised.

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA, P2P2B
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

5.2.3 Weighted Criteria

<u>Criteria</u>	<u>Percentage</u>
Qualifications of firm: To include years of experience, licenses, insurance, other pertinent information.	25
Qualification of Project Team: To include personnel to be used for the project, project manager, sub-consultants, joint ventures.	25
Approach to Scope of Work To include planned M/WBE participation efforts	25
Previous Similar Projects; References	25
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

Question and Answers for Bid #12716-626 - Consultant Services for Riverwalk North Seawall Replacement (P11722)

Overall Bid Questions

Question 1

1. Do you have an engineer's estimate or budget for this project?
2. Do you have a start date or notice to proceed date decided?
3. Do you have a planholder's list available?**(Submitted: Aug 12, 2022 10:58:10 AM EDT)**

Answer

- 1. Cost estimate for this phase is approximately \$220,000
- 2. No. The Notice to proceed will be issued after award and when a contract is fully executed
- 3. There's no plan holder's list**(Answered: Aug 16, 2022 9:43:20 AM EDT)**

Question 2

Will the City clarify what the expected Minority/Women (M/WBE) Participation percentage goals are for this bid?
(Submitted: Aug 15, 2022 10:21:20 AM EDT)

Answer

- Per Section Florida Statutes 287.09451, M/WBE procurement goals include, but are not limited to, increasing participation by minority business enterprises by encouraging them to take advantage of the opportunities in the market place; and for vendors to utilize their services**(Answered: Aug 16, 2022 1:15:15 PM EDT)**

Question 3

Currently we have \$1 million in Professional Liability - we understand this project requires \$2M - can we include a statement that we will obtain the higher limits if awarded the project?**(Submitted: Aug 30, 2022 1:23:55 PM EDT)**

Answer

- Yes, the statement can be included**(Answered: Sep 7, 2022 11:36:53 AM EDT)**

Question 4

Would you consider extending the due date? Due to the long holiday weekend many firms that are already short staffed are having a difficult time gather the marketing documents needed and we would appreciate an extension.**(Submitted: Sep 1, 2022 9:41:19 AM EDT)**

Answer

- Bid Opening date has been extended to 9/27/2022**(Answered: Sep 6, 2022 12:02:21 PM EDT)**

Question 5

Can the City of Ft. Lauderdale please extend the due date for this? I am sure it would be appreciated by many - especially with the long Labor Day weekend ahead. We thank you in advance for your consideration**(Submitted: Sep 1, 2022 10:42:03 AM EDT)**

Answer

- Bid Opening date has been extended to 9/27/2022 (Answered: Sep 6, 2022 12:02:21 PM EDT)

Question 6

We kindly request that the City consider an extension of the due date to allow companies more time respond to this bid. Much appreciated (Submitted: Sep 1, 2022 10:54:38 AM EDT)

Answer

- Bid Opening date has been extended to 9/27/2022 (Answered: Sep 6, 2022 12:02:21 PM EDT)

HBC Engineering

Bid Contact **Fernando Craveiro de Sa**
fcraveiro@hbcengineeringco.com
Ph 305-232-7932
Fax 305-232-7933

Address **8935 NW 35th Lane, Suite 201**
Doral, FL 33172

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12716-626-01-01	UPLOAD ATTACHMENTS HERE	Supplier Product Code: 12716-626	First Offer -	1 / each	Y	Y

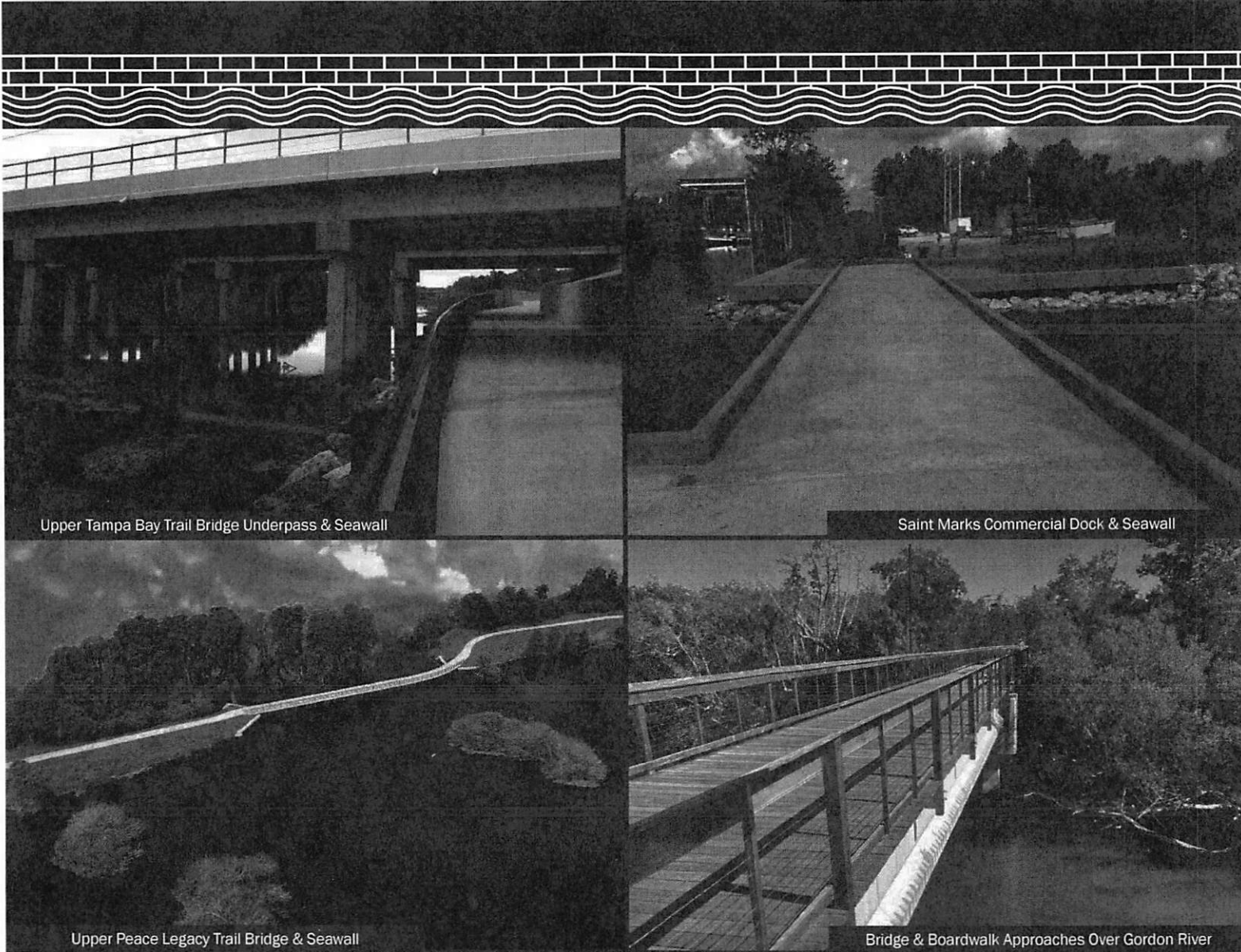
Supplier Total **\$0.00**

HBC Engineering

Item: **UPLOAD ATTACHMENTS HERE**

Attachments

12716-626 Riverwalk North Seawall.pdf



Upper Tampa Bay Trail Bridge Underpass & Seawall

Saint Marks Commercial Dock & Seawall

Upper Peace Legacy Trail Bridge & Seawall

Bridge & Boardwalk Approaches Over Gordon River

REQUEST FOR QUALIFICATIONS

**CONSULTANT SERVICES FOR
RIVERWALK NORTH SEAWALL
REPLACEMENT (P11722)**

SOLICITATION 12716-626



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

**September 29, 2022****Ms. Maureen Lewis, MBA, CPPB**

Senior Procurement Specialist

City of Fort Lauderdale, Procurement Services Division

100 N. Andrews Avenue, 6th Floor

Fort Lauderdale, FL 33301

HBC Engineering Company

8935 NW 35th Ln Suite 201,

Doral, FL 33172

(305) 232-7932

RE: RFQ # 12716-626**CCNA – Consultant Services for Riverwalk North Seawall Replacement**

Dear Ms. Maureen Lewis and Selection Committee Members:

The **HBC Engineering Company (HBC)** is pleased to submit our proposal presenting our qualifications in response to The City of Fort Lauderdale **RFQ # 12716-626 "CCNA – Consultant Services for Riverwalk North Seawall Replacement"**. We, at HBC have acquired experience in seawall replacement projects of this type; and we feel confident that our team will be able to assist the City of Fort Lauderdale with a successful completion of this project.

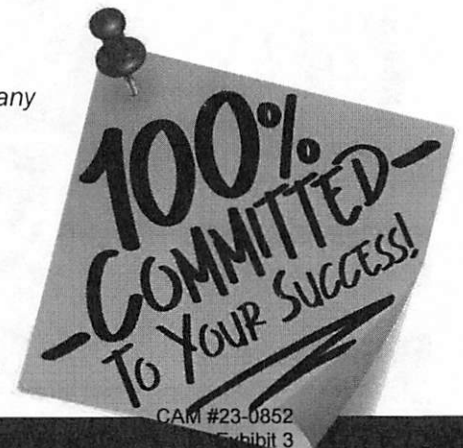
HBC is a full-service multi-disciplined engineering firm founded in 2006 and headquartered in Doral with offices in Ft Lauderdale and Boca Raton. We provide engineering consulting services for transportation in general, including bridge and seawalls design, pipeline, and drainage infrastructure improvements, in addition to other types of project and construction management disciplines. Our staff has experience executing structural marine structures design, roadway design, traffic engineering studies, highway lighting, water/wastewater systems, project management, and construction engineering inspection. We continuously hone our skills while providing superior service. We seek innovative solutions that benefit our clients while our engineers stay abreast of developments and issues facing the City of Fort Lauderdale.

We offer a uniquely qualified team of professionals with proven expertise and extensive knowledge developed over decades to ensure project success from beginning to end. Our company has the foresight to tackle any situation that may arise. HBC possesses the right combination of skills that has enabled our team to continually succeed and most importantly improve with every issue we have come across. We can confidently provide the services needed to get the job done, through the quality and availability of our management team. We are familiar with all the county regulations, and we understand the scope of work at hand.

In summary, HBC Engineering Company is a homegrown and local team that is poised to successfully take on all projects within our technical capabilities, for the ever-growing needs of the City of Fort Lauderdale. For this seawall replacement project which includes the demolition of the existing catwalk replaced by a system of floating docks and concrete docks, and the addition of upgraded electrical systems and overall revamp of the colorful brick walkways of this area, HBC is eager to provide you with our expertise and professional services to take this project to its successful completion. We will thoroughly identify and resolve critical issues by finding reliable solutions while always providing a hands-on level of service. Our team's dedication to the success of this project will ensure that the job is on time, on budget, and with the highest quality of standards. We are grateful for the opportunities from the City of Fort Lauderdale and look forward to continuing our relationship.

Sincerely,

HBC Engineering Company
Adebayo Coker, PE,
President



Transmittal Letter	pg. 2
SECTION 1	
Table of Contents	pg. 3
SECTION 2	
Executive Summary	pg. 4
SECTION 3	
Firm Qualifications and Experience	pg. 7
Commitment to Conservation, Sustainability & Resiliency	pg. 13
SECTION 4	
Qualifications of the Project Team	pg. 38
Organizational Chart	pg. 39
SECTION 5	
Approach to Scope of Work	pg. 52
Walkway	pg. 58
Drainage	pg. 59
SECTION 6	
References	pg. 60
SECTION 7	
Minority/Women (M/WBE) Participation	pg. 63
SECTION 8	
Sub-consultants	pg. 65
SECTION 9	
Required Forms & Other Documents	pg. 67
Sample Insurance Cert.	pg. 68
Local Business Preference Cert.	pg. 69
Disadvantaged Business Enterprise Preference Cert.	pg. 70
Non-Collusion Statement	pg. 71
Non-Discrimination Certification Form	pg. 72
E-Verify Affirmation Statement	pg. 73
Contract Payment Method	pg. 74
Bid/Proposal Cert.	pg. 75
Addenda	pg. 77
Financial Information	pg. 81
SF 330 Personnel Resumes & Projects	pg. 91



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering Company

SECTION

2

EXECUTIVE SUMMARY



CITY OF FORT LAUDERDALE



New Orleans Hurricane Risk Reduction Project

HBC ENGINEERING COMPANY (HBC)

★★★★★

CBE

County Business Enterprise

★★★★★

MBE

Minority Business Enterprise

HBC is a Broward County certified County Business Enterprise (CBE) and a State of Florida certified Minority Business Enterprise (MBE) firm.



HBC Engineering Company is a full-service multidisciplinary engineering firm incorporated in Florida in 2006. HBC is a Broward County certified County Business Enterprise (CBE) and a State of Florida certified Minority Business Enterprise (MBE) firm.

OFFICE LOCATIONS

★ **Palm Beach County/
Doral Office Location**
123 NW 13th Street, Suite 308,
Boca Raton, FL 33432
(561) 899-4438

★ **Broward County/
Ft. Lauderdale Office Location**
5200 NW 33rd Avenue, Suite 211,
Fort Lauderdale, FL 33309
(954) 519-2199

★ **Miami-Dade County/
Doral Office Location**
8935 NW 35th Lane, Suite 201,
Doral, FL 33172
(305) 232-7932

Although HBC's Broward County branch office located in Fort Lauderdale will be servicing this **City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Wall Seawall Replacement (P11722) Project**, all of HBC's offices, staff members, and resources will be available to the City of Fort Lauderdale for the effective and efficient execution of this Project.

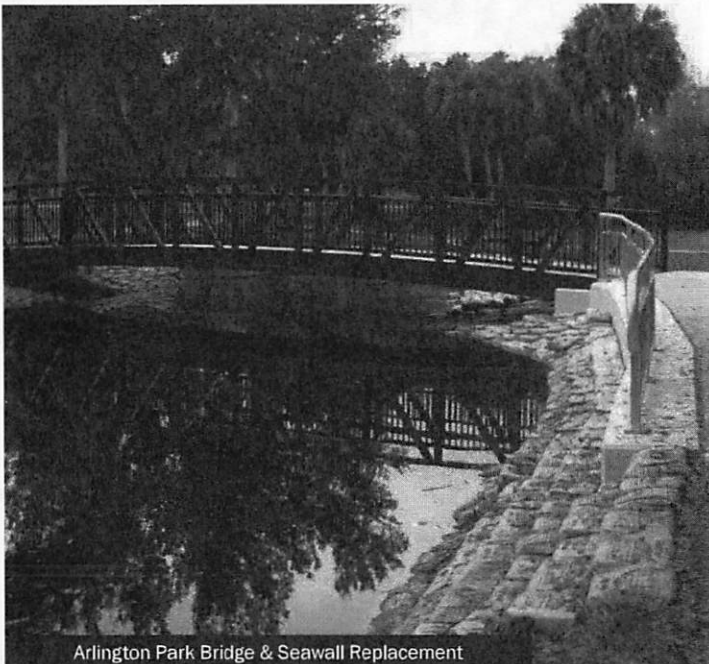
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COMPANY BACKGROUND

During the past 16 years, HBC has established a long history of successfully delivering a wide variety of civil engineering projects on schedule and budget for various public and private sector clients throughout Miami-Dade, Broward, and Palm Beach Counties. In addition, HBC has developed a reputation for providing clients with innovative and cost-effective engineering design solutions for a diverse collection of projects throughout South Florida, including waterfront infrastructure projects. HBC has assembled a multidisciplinary Team of qualified and experienced professionals to provide the City of Fort Lauderdale with all the engineering services required to deliver this Riverwalk North Seawall Replacement Project on time and within budget. HBC will provide the professional civil, structural, and electrical engineering design services, as well as the utility coordination and bidding and post-design services required for the successful execution of this Project.

Please see Section 3: Firm Qualifications and Experience for personnel qualifications and subconsultant qualifications.

DESIGN OF KEY ELEMENTS/ STRUCTURAL ENGINEERING

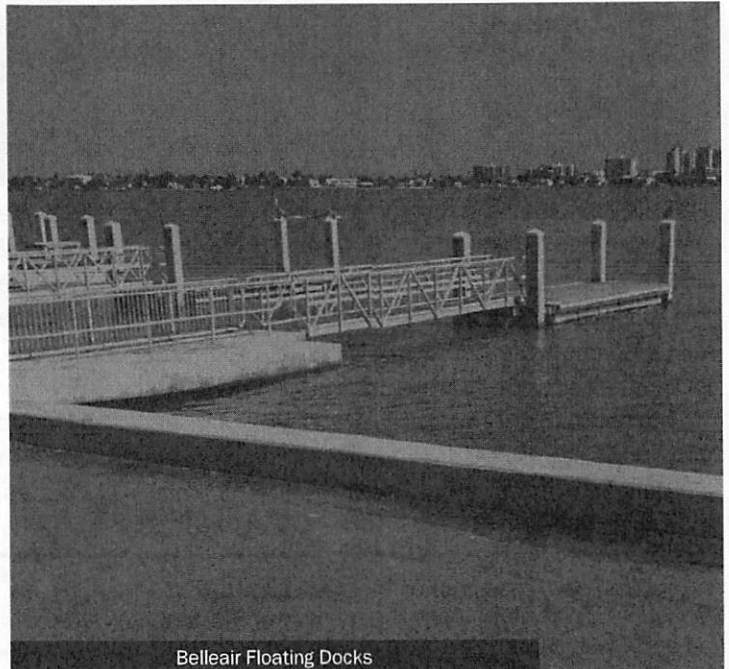


Arlington Park Bridge & Seawall Replacement

HBC will provide the design for a new seawall replacement consisting of sheet piling in front (riverside) of the existing concrete Riverwalk North Seawall, starting from the Andrews Avenue Bridge and continuing 500 feet west toward the Ferromex (FXE) train track; the demolition of the existing

concrete catwalk located in front (riverside) of the existing concrete Riverwalk North Seawall; the new docks attached to the new seawall; the design for the installation and attachment of new floating docks and amenities; the design for the relocation of existing utilities attached to the concrete catwalk; and the design for the replacement of utility stations located on the existing concrete catwalk. HBC's designs will consider sea wall ordinance, location of existing tiebacks, access to new floating docks, impacts to existing monument, and coordination with local stakeholders such as restaurants and apartment buildings.

EXPERIENCE WITH SIMILAR PROJECTS



Belleair Floating Docks

Having recently worked on marine projects implementing floating platforms, HBC's Project Manager and Structural Engineer, Miguel Villegas, PE, expects the floating docks to be pile-guided floating platforms designed to be strong enough to allow for unexpected drastic tidal changes, as well as easy to maintain and replace. The proposed seawall will be designed to have adequate structural capacity, stability, and redundancy to sustain all potential forces that may be imposed on it. Other design parameters will consider corrosion, scour, and ship impact. It is highly recommended that the proposed seawall be laterally stabilized by methods other than Deadman anchors, since that option would notably increase construction cost and time, as well as create unnecessary, excessive demolition to adjacent property.

ELECTRICAL ENGINEERING

HBC will also provide the electrical design for the replacement of various existing electrical shore-tie pedestals and pier

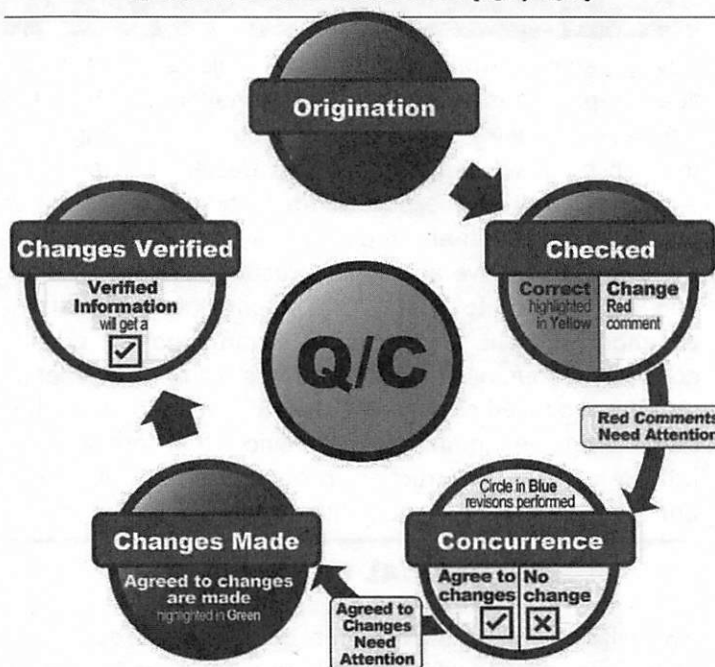
lighting fixtures. The pier lighting fixtures will be water/salt resistant and follow federal, state, and Authorities Having Jurisdiction (AHJs) to mitigate the impact to sea turtles. All electrical conduits will be Polyvinyl Chloride (PVC) and the cables will be rated for wet locations.

STANDARDS CODES COORDINATION



HBC will be responsible for determining the standards the work will meet and obtain all required regulatory approvals. HBC's designs will include, but will not be limited to, the Plans, Specifications, & Estimates (PS&E), which will describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. HBC designs will also be accurate, coordinated between disciplines, adequate for construction, and in compliance and conformity with all applicable laws, codes, permits, and regulations.

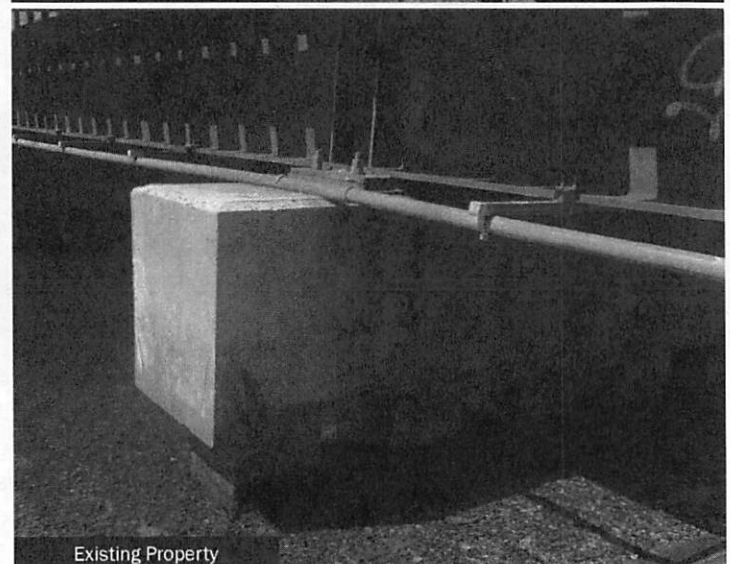
QUALITY CONTROL/ QUALITY ASSURANCE (QA/QC)



HBC will be responsible for the Quality Control (QC) of its work and the work of its subconsultants, as well as the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services provided by the HBC Team. HBC will independently and continually QC its plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required for this Project. HBC will provide the City of Fort Lauderdale with a marked-up set of plans and/or specifications showing its QC review with scheduled deliverables.

STRUCTURAL ASSESSMENT AND REHAB

The HBC Team will perform evaluation, analysis, and recommendations or soil strengthening and remediation if required. The HBC Team will also conduct field inspections of deteriorated structure elements on-site and prepare designs and specifications for appropriate repairs and/or replacements.



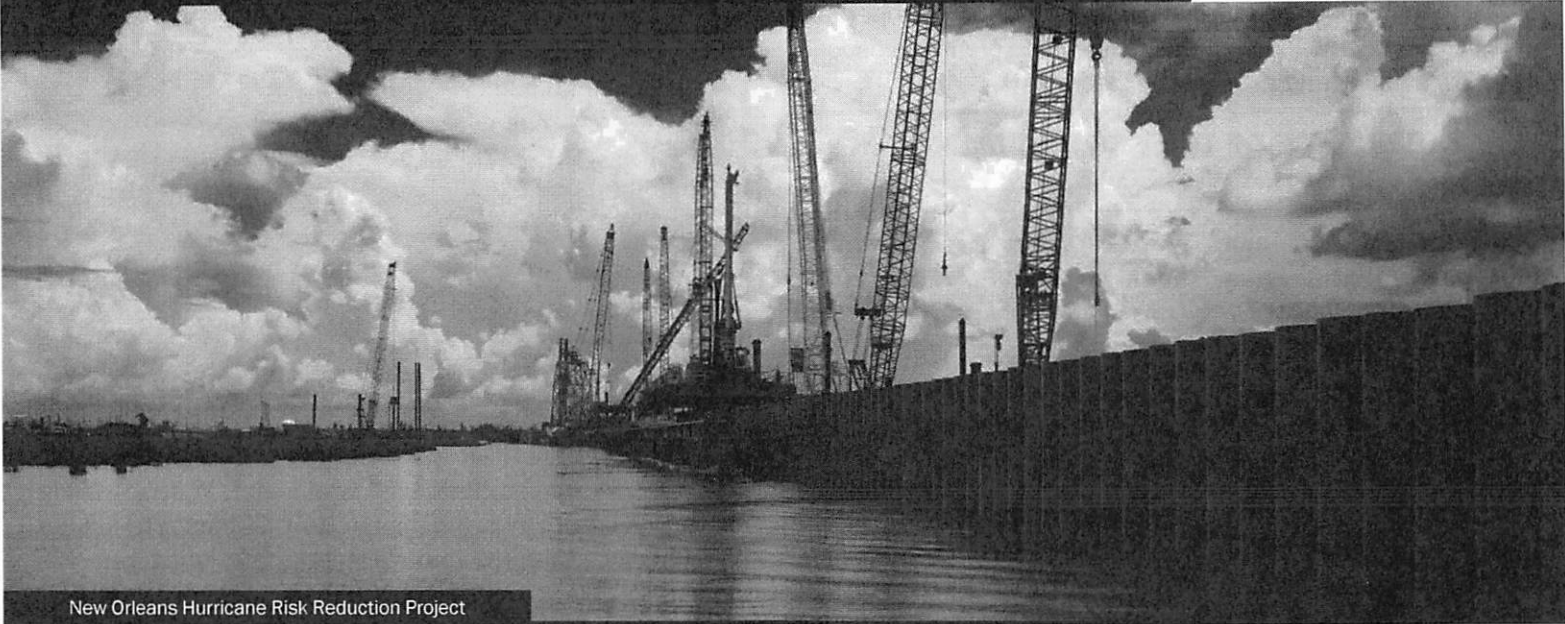
SECTION

3

FIRM QUALIFICATIONS AND EXPERIENCE



CITY OF FORT LAUDERDALE



New Orleans Hurricane Risk Reduction Project

QUALIFICATIONS OF THE PROJECT MANAGER, MIGUEL VILLEGAS, MS, PE



Saint Marks Concrete Dock & Seawall



Miguel Villegas, MS, PE, will serve the roles of *Project Manager* and *Structural Engineer* and will oversee all design subconsultants. Miguel earned his Bachelor of Science in Civil Engineering (BSCE) and Master of Science in Civil Engineering (MSCE) at the University of South Florida (USF). Miguel is a licensed

Professional Engineer (PE) in Alabama (# 29630) and Florida (# 68768), as well as with the National Council of Examiners for Engineering & Surveying (NCEES) (# 39125). Miguel has acquired over 25 years of diversified structural engineering experience working on numerous projects for various municipalities and the Florida Department of Transportation (FDOT) involving commercial/municipal ports, seawalls, fixed and pile-guided floating piers, connecting gangways, bridges over rivers and canals, trail/park pedestrian bridges over water, bridge underpasses, and boardwalks. Miguel successfully managed and demonstrated exemplary leadership and management skills on similar projects, which included serving as an Engineer of Record (EOR). His areas of expertise are the assessment, design, production, and management of all phases of structural/seawall/marine design projects, including the preparation of probable construction estimates and specification packages. He has managed and provided technical leadership on a number of public and private sector projects. He has taken numerous projects from the initial inspection/assessment phase all the way through design, post-design, and final Construction Engineering Inspection (CEI). He has been responsible for providing early and proactive coordination with clients, subconsultants, permitting agencies, and diverse project disciplines, as well as the implementation of effective Quality Assurance/Quality Control (QA/QC) plans and the supervision

CAM #23 0852

of project personnel on major projects. He has led teams that offered redundancy in every staff category to ensure that adequate staff resources were available to the client, identified goals, and approved scope, budget, and schedule. Miguel possesses the design expertise needed to produce innovative, feasible, and cost-effective concepts and recommendations. Throughout his years of experience, Miguel has acquired familiarity with City of Fort Lauderdale policies and procedures that enable him to promptly respond to City's needs and exceed its expectations.

EXPERIENCE OF THE PROJECT MANAGER, MIGUEL VILLEGAS, MS, PE

City of Delray Beach, Atlantic Dunes Park Seawalls Replacement | Palm Beach County, FL (2019-2021)

Structural Engineer/EOR for this project consisting of Atlantic Dunes Park improvements. Responsibilities included analysis and design of cantilevered retaining walls following FDOT standards on precast sheeting concrete panels. This project is currently under construction.

Hillsborough County, Gran Kaymen Way Seawall Replacement | (September 2022) Structural Engineer/EOR

for this seawall replacement design project. A soldier pile and panel system were designed to replace the existing failing seawall retaining the lift station for this community in Apollo Beach, Florida. Directed by Hillsborough County, Miguel assessed the condition of the existing seawall; and, based on his findings, recommended a seawall replacement. This project has been recently constructed.



Hillsborough County Seawall Replacement

Responsibilities included a bridge condition assessment report, repair contract plans, and analysis and design of a cantilevered retaining wall to replace the existing retaining wall. This project is currently under construction.



Delray Beach, Island Drive Bridge Rehabilitation and Seawall Replacement

H.D. King Seawall Replacement | Fort Pierce, FL (2016-2017) Senior Structural Engineer/EOR

responsible for the design of two 500 linear feet of concrete soldier panel seawall systems that replaced the existing seawalls along both sides of Moore's Creek.



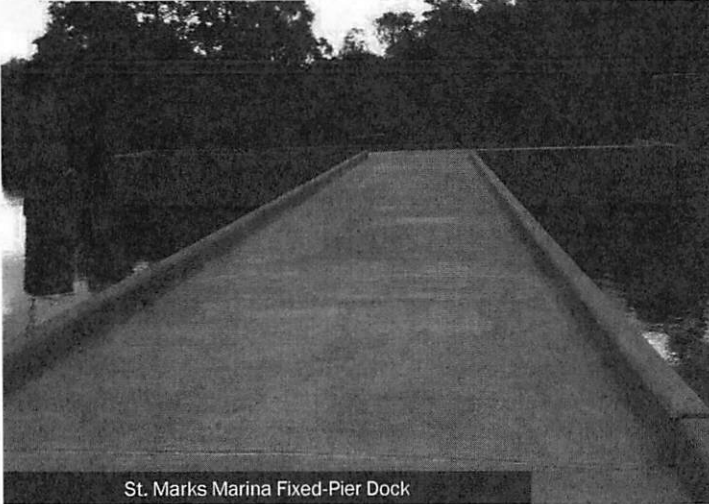
H.D. King/Moore's Creek Seawall Replacement

Gordon River Trail Bridge and Boardwalks | City of Naples, FL (2015-2018) Senior Structural Engineer/EOR

for a unique trail bridge designed with an IPE wood deck attached to American Association of State Highway and Transportation Officials (AASHTO) type-II simply supported prestressed beams for a total of four spans over the Gordon River. Special connections were designed to connect the wood deck to the prestressed concrete beams. Other features included the design of a Look-out Pavilion on Pier 3. Boardwalk approaches to the main bridge were also designed using IPE wood for the deck and railing and supported on southern pine piles.

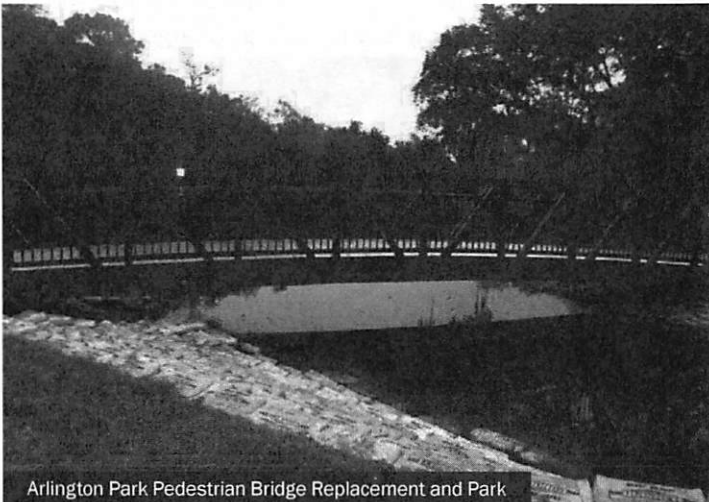
Firm Qualifications and Experience

St. Marks Marina Fixed-Pier Dock | City St. Marks, FL (2015-2016) EOR for a successfully built commercial concrete pier dock. The pier was designed with a concrete deck on steel pipe piles for HL-93 AASHTO Vehicular Live Loading. This project also involved over 200 linear feet of anchored steel sheet-pile design.



St. Marks Marina Fixed-Pier Dock

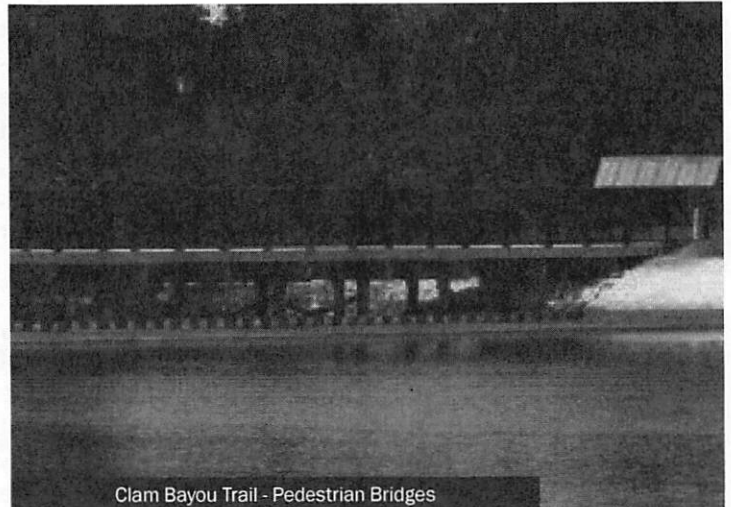
Arlington Park Pedestrian Bridge Replacement and Park Improvements | City of Sarasota, FL (2015) Senior Structural Engineer/EOR responsible for a bridge replacement and a variety of park improvement design tasks, including spread footing design and coordination with bridge fabricator on layout, geometry, and loads. Other design tasks included the realignment of bridge approaches, new scour protection and analysis, and the design of a vinyl sheeting retaining wall.



Arlington Park Pedestrian Bridge Replacement and Park

Upper Tampa Bay Trail Underpass Structure at Sheldon Road | FDOT District 7 / Hillsborough County, FL (2013-2014) EOR responsible for the design of an underpass cantilever retaining wall structure integrally attached to a sheet pile wall that ran parallel to Channel "A."

Clam Bayou Trail - Pedestrian Bridges | FDOT District 7 / City of Saint Petersburg, FL (2012-2013) Structural Engineer/EOR responsible for the design of six elevated structures for a total of 1,500 linear feet crossing over channels, existing gabion walls, and mangroves. The foundation consisted of 10-inch butt diameter timber piles, two piles per bent, and spaced at every ten feet along the trail. The superstructure consisted of a five-span continuous concrete slab. This trail bridge was designed for an H-10 AASHTO Emergency Vehicle Live Load.



Clam Bayou Trail - Pedestrian Bridges

Coffee Pot Bayou & Vinoy Park Seawalls | City of St. Petersburg, FL (1997-1998) Structural Engineer responsible for the restoration of existing seawalls and the layout and design of new anchored seawalls using FDOT standard precast concrete panels.

SR-739 (Metro Parkway) Bridge over North Colonial Waterway, Seminole Gulf Railroad, Ten Mile Canal, and Palm Avenue, FL | FDOT District 1 / Fort Myers, FL (2008-2012) Structural Engineer responsible for major design upgrades, including Bridge Development Report revisions and updates to latest FDOT standards. Bridge Hydraulics Report was also revised and resubmitted. The project involved a six-span prestressed girder bridge approximately 794 feet long and 121.1 feet wide spanning over a Chessie Seaboard Express (CSX) railroad, two bodies of water, and Palm Avenue that required reanalysis of the superstructure, including the deck, AASHTO prestressed concrete beams, and the multi-column concrete piers. The capacity of deep foundations, consisting of 24-inch square precast prestressed concrete piles, was reassessed, and confirmed. A variety of miscellaneous structures, such as culverts, mast arms, multi-post ground signs, Mechanically Stabilized Earth (MSE) walls, and noise walls were reanalyzed and designed.

US-19 (SR-55) Bridges over SR-60 and Seville Blvd., FDOT Pinellas County, Florida: SR-55 (US-19) from South of Seville Blvd. to North of SR-60 | Pinellas County, FL, FDOT District 7, (2005-2007) This project consisted of two steel box girder bridges. The single span structure over Seville Blvd. was 217 feet long and had a radius of 11,709 feet. The structure over SR-60 had spans of 173.5', 240', and 173.5'. The first two spans had a straight alignment, and the third span had a radius of 11,709 feet. Both structures involved phased construction for effective Maintenance of Traffic (MOT). As part of the structures design team, responsibility included deck design, steel box girder design of both bridges using MDX software, multi-column hammerhead piers over SR-60 using RC-Pier and the end bents for both structures. Other responsibilities included QA/QC of field splices, end diaphragms, lateral bracing, cross-frames, superstructure connections, and bearings. This project also required analysis and design of cantilever sign structures and span trusses.

I-275 & CR-296 Interchange-Phase III | Clearwater, FL, FDOT District 7, (2005-2006) Phase III was the addition of Ramps F & G (third and fourth levels) to existing interchange in a constricted right-of-way corridor with MSE walls at the end bents. Both ramps consisted of an approximately 1,500' high-level flyover and a 1,500' long viaduct. The flyover portions consisted of a three-span continuous structure using curved welded plate girder units with spans ranging from 123' to 244'. A viaduct portion consisted of 145' spans using 78" Florida Bulb Tees (FBTs) and a 200' welded plate girder span. Responsibilities included the write-up of the bridge development report, considering various substructure and superstructure arrangements. Several bridge configurations were analyzed, including plate girders, prestressed beams, steel boxes, multi-column piers, hammerheads, and straddle bents. Cost estimates of alternatives were prepared and summarized.

QUALIFICATIONS OF KEY PROJECT TEAM MEMBERS

HBC ENGINEERING COMPANY (HBC)



During the past 16 years, HBC has established a long history of successfully delivering a wide variety of civil engineering projects on schedule and budget for various public and private sector clients throughout Miami-Dade, Broward, and Palm Beach Counties. In addition, HBC has developed a reputation for providing clients with innovative and cost-effective engineering design solutions for a diverse collection of projects throughout South Florida, including waterfront infrastructure projects. HBC has strategically assembled a multidisciplinary Team of highly qualified and experienced professionals to provide the City of Fort Lauderdale with all the engineering services required to successfully deliver this Riverwalk North Seawall Replacement Project on time and within budget. HBC is a State of Florida certified Minority Business Enterprise (MBE) and will provide the professional civil, structural, and electrical engineering design services, as well as the utility coordination and bidding and post-design services required for the successful execution of this Project.

HBC'S PERSONNEL

Adebayo Coker, PE: Principal-in-Charge

29
Yrs of Exp

works out of HBC's main office in Doral, and will serve the role of Principal-in-Charge.

Miguel Villegas, MS, PE:

Project Manager & Structural Engineer

25
Yrs of Exp

works out of HBC's branch office in Fort Lauderdale

Edgar Diaz, MS, PE: Constructability Reviewer

36
Yrs of Exp

works out of HBC's main office in Doral

Teodoro Tefel, PE: Quality Assurance/ Quality Control (QA/QC) Manager

33
Yrs of Exp

works out of HBC's main office in Doral

Andres Cardona, PE: Civil Engineer

26
Yrs of Exp

works out of HBC's branch office in Fort Lauderdale

Claudia Bustamante, MS, PE: Civil Engineer

17
Yrs of Exp

works out of HBC's branch office in Fort Lauderdale

HBC'S PERSONNEL**Jose Lopez, PE: Civil Engineer**

17
Yrs of Exp works out of HBC's main office in Doral

Gonzalo Barrera, PE: Civil Engineer

4
Yrs of Exp works out of HBC's main office in Doral

Roberto Rubio, MS, PE: Structural Engineer

32
Yrs of Exp works out of HBC's branch office in Fort Lauderdale

Willy Giron Matute, PhD, PE, LEED AP BD+C: Structural Engineer

10
Yrs of Exp works out of HBC's branch office in Fort Lauderdale

Maikel Fiallo, PE: Electrical Engineer

21
Yrs of Exp works out of HBC's main office in Doral

Orlando Penate, PE: Electrical Engineer

15
Yrs of Exp works out of HBC's main office in Doral

Sonny Abia, PhD, PE: Utility Coordinator

33
Yrs of Exp works out of HBC's main office in Doral

David Coker, EI: Electrical Engineer

5
Yrs of Exp works out of HBC's main office in Doral

TIERRA SOUTH FLORIDA, INC. (TSF)

**TSF is a State of Florida certified
Minority Business Enterprise (MBE).**

**Tierra South Florida, Inc. will provide
the City with the Geotechnical Testing and
Report services required for this Project.**

HBC has selected **Tierra South Florida, Inc.** to provide the City of Fort Lauderdale with the Geotechnical Testing and Report services required for this Project. TSF is a State of Florida certified Minority Business Enterprise (MBE) and long-time HBC partner that has consistently provided effective and efficient geotechnical services on numerous and diverse projects. TSF is a full-service consulting

geotechnical engineering, construction materials testing, and inspections firm with the capability to provide test borings, engineering analyses and reports, AutoCAD and MicroStation plan sheets, laboratory soils testing, and Construction Engineering Inspection (CEI) services. **TSF's President, Raj Krishnasamy, MS, PE**, has over 35 years of experience, works out of TSF's main office in West Palm Beach, and will serve the role of *Geotechnical Engineer*. **Kumar Vedula, PE**, has over 26 years of experience, works out of TSF's main office in West Palm Beach, and will serve the role of *Geotechnical Engineer*.

CHEN MOORE AND ASSOCIATES, INC. (CMA)

**Chen Moore and Associates, Inc. will provide
the City with the Environmental Permitting, Natural
Resources/Species Evaluation, and Landscape
Architecture services required for this Project.**

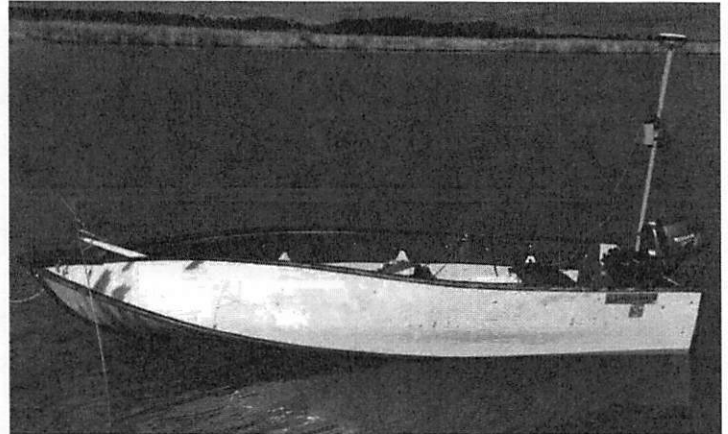
HBC has selected **Chen Moore and Associates, Inc.** to provide the City of Fort Lauderdale with the Environmental Permitting, Natural Resources/Species Evaluation, and Landscape Architecture services required for this Project. CMA is a multidisciplinary firm with several branch offices throughout Florida and a main office in Fort Lauderdale that specializes in civil engineering, water resources, water and sewer, landscape architecture, irrigation, electrical engineering, transportation, planning, environmental engineering, and construction administrative services. **Brian Voelker, MS, SPWS, CA, CLI**, has over 25 years of experience, works out of CMA's main office in Fort Lauderdale, and will provide the *Environmental Permitting services*. **Daniel E. Davila, PE**, has over 23 years of experience, works out of CMA's main office in Fort Lauderdale, and will provide the *Environmental Permitting services*. **Cristobal Betancourt, PLA, AICP**, has over 27 years of experience, works out of CMA's main office in Fort Lauderdale, and will serve the role of *Landscape Architect*. **Eric Harrison, PLA**, has over 19 years of experience, works out of CMA's main office in Fort Lauderdale, and will serve the role of *Landscape Architect*.

MILIAN, SWAIN & ASSOCIATES, INC. (MSA)

**MSA is a State of Florida certified
Minority Business Enterprise (MBE).**

**Millan, Swain & Associates, Inc. will provide
the City with the Sea Level Rise expertise
required for this Project.**

HBC has selected **Millan, Swain & Associates, Inc.** to provide the City of Fort Lauderdale with the Sea Level Rise expertise required for this Project. MSA is a State of Florida certified Minority Business Enterprise (MBE) with a diverse workforce and a proven commitment to affirmative action. MSA is a multidisciplinary firm established in Miami-Dade County in 1989 that specializes in civil and environmental engineering. MSA's principals and staff recognize the threat Sea Level Rise poses to low-lying coastal areas and have been working towards remediation diligently. MSA's President, **Arsenio Millan, MS, PE**, has over 50 years of experience as a Civil Engineer, works out of MSA's main office in Miami, and will serve the role of expert Sea Level Rise consultant. Arsenio is a former board member of the South Florida Water Management District (SFWMD) and was an appointed participant in the Sea Level Rise Task Force of Miami-Dade County. *Arsenio will provide his expertise in selecting effective adaptation measures to mitigate the hazards and risks posed by Sea Level Rise and progressive flooding on low-lying coastal areas like the City of Fort Lauderdale.* **Michael Landrum, REM**, has over 39 years of experience as an Environmental Scientist, works out of MSA's main office in Miami, and will serve the role of Sea Level Rise consultant. **Gabriel Millan, MS, PE, ENV SP, LEED**, Green Associate has over 20 years of experience as a Civil and Environmental Engineer, works out of MSA's main office in Miami, and will serve the role of Sea Level Rise consultant.

GPI GEOSPATIAL, INC. (GPI)

**GPI Geospatial, Inc. will provide the City with the
Topographic and Hydrographic Surveying services
required for this Project.**



HBC has selected **GPI Geospatial, Inc. (GPI)** to provide the City of Fort Lauderdale with the Topographic and Hydrographic Surveying services required for this Project. GPI is a long-time HBC partner with numerous offices throughout the United States of America that has established itself as a premier provider of geospatial solutions for over 47 years. GPI's mission is to map the foundation for infrastructure improvements that enhance the connectivity between people and communities. It is GPI's vision to be the most trusted provider of precision mapping, imagery, Light Detection and Ranging (LiDAR), and surveying services within the transportation, planning, design, construction, and government communities. **Julio Delgado, PSM**, has over 25 years of experience, works out of GPI's branch office in Doral, and will serve the role of Professional Surveyor and Mapper (PSM). **Frank Paruas, PSM**, has over 22 years of experience, works out of GPI's branch office in Doral, and will serve the role of Professional Surveyor and Mapper (PSM).

**For more information on the qualifications
of our team such as our resumes and
similar projects, please see
Section 9: Required Forms & Other Documents**

Firm Qualifications and Experience

Fort Lauderdale



CITY OF FORT LAUDERDALE

SR-5/US-1 Overseas Hwy. from N. Dolphin Ave. to Kyle Ave.

COMMITMENT TO CONSERVATION, SUSTAINABILITY & RESILIENCY

OUR REDUCE-REUSE-RECYCLE COMMITMENT

HBC is committed to sustainable and environmentally sensitive programs and demonstrates this in its overall approach to implementing practices that foster efficiency and energy savings for its clients. HBC's corporate culture and policies promote Reduce, Reuse, and Recycle. Since its establishment in 2006, HBC has embraced the stewardship of maintaining environmentally friendly policies and activities in how it develops its staff, performs its services, and relates to its clients. HBC's commitment to environmental responsibility is fundamental to its corporate leadership, and this dedication transcends to all staff and offices. HBC has maintained a commitment to perform its services in a manner that minimizes negative impacts to the environment and promotes positive contributions for sustainability. HBC invests the effort of identifying opportunities to ensure that its designs are efficient, low-maintenance, economical, and most importantly, environmentally conscious.

OUR METHODS

Some of HBC's methods include:

- Limiting impacts and disturbances to the project construction site and adjacent areas.
- Recommending connections to water reuse pipelines for irrigation, where available.
- Incorporating devices in stormwater management infrastructure, such as hydrodynamic separation devices, which have proven to be a major success factor for water quality improvements.
- Directing drainage of stormwater from green areas to underground cisterns to be used for irrigation needs.

- Utilizing sustainable construction materials.
- Employing smart water management solutions.
- Selecting low-maintenance grass and vegetation for rooftop landscaping, so that it can be sustained solely by natural rainwater.

OUR INNOVATION TO RESILIENCY

As a dedicated steward of the environment, HBC maintains a commitment to design and performs its services in a manner that minimizes negative impacts to the environment and promotes positive contributions for sustainability. HBC also acknowledges the importance of designing and implementing innovative and effective resiliency measures on civil engineering projects to combat the many negative impacts caused by aging water and wastewater infrastructure, insufficient stormwater drainage, and King Tides and sea level rise.

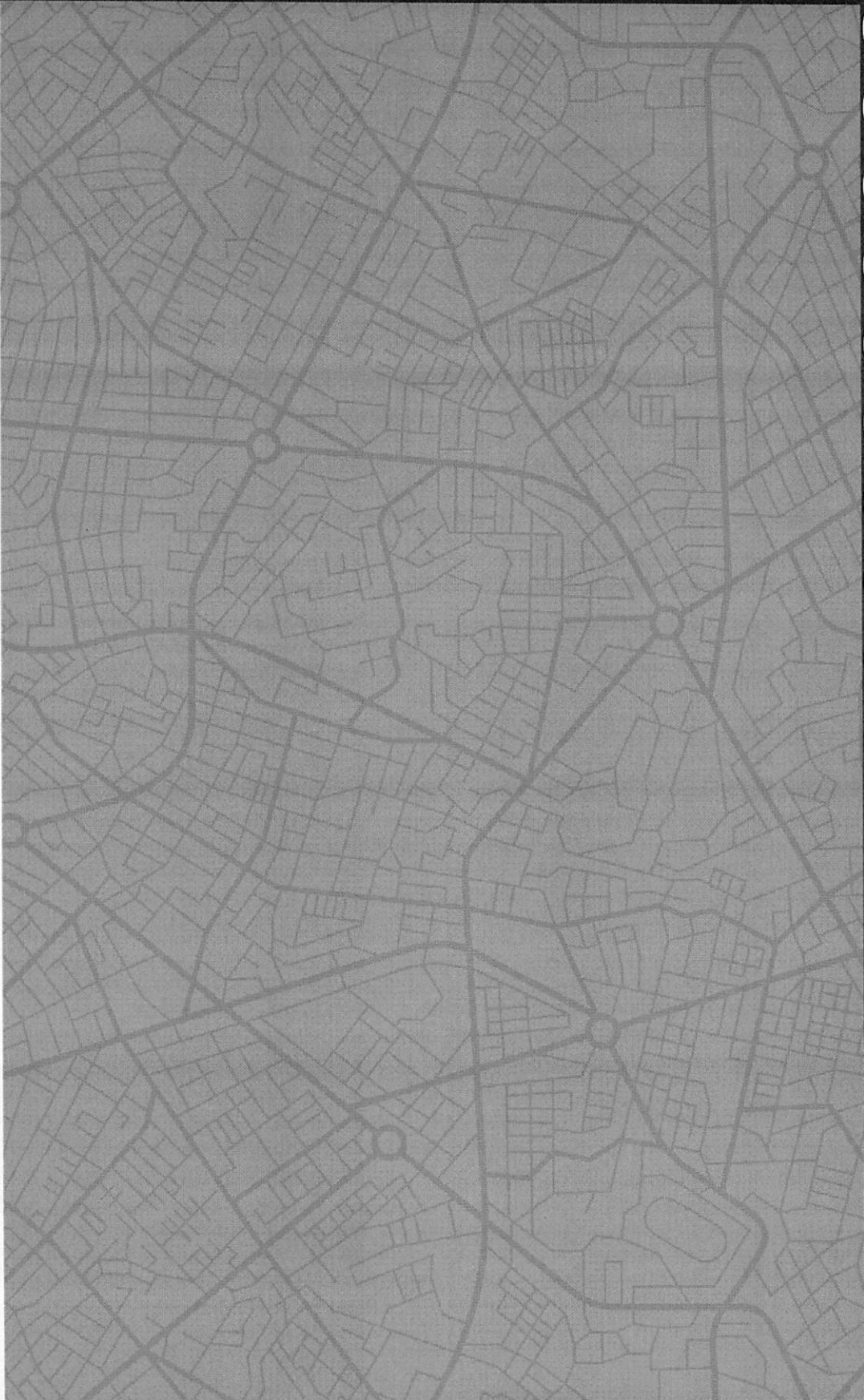


Upper Peace Legacy Trail environmentally sensitive design/construction



**RESILIENCY IS THE KEY IN
BUILDING FOR THE FUTURE.**

CAM #22-0852



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Consultant Services for Riverwalk North Seawall Replacement, Fort Lauderdale, FL

2. PUBLIC NOTICE DATE

08-11-2022

3. SOLICITATION OR PROJECT NUMBER

City of Fort Lauderdale RFQ # 12716-626

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Adebayo Coker, PE, President

5. NAME OF FIRM

HBC Engineering Company

6. TELEPHONE NUMBER

(305) 232-7932

7. FAX NUMBER

(305) 232-7933

8. E-MAIL ADDRESS

acoker@hbcengineeringco.com

C. PROPOSED TEAM

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

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V.	PARTNER SUBCON- TRACTOR			
a.	✓			HBC Engineering Company <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	5200 NW 33rd Avenue, Suite 211 Fort Lauderdale, FL 33309	Civil, Structural, and Electrical Engineering Services, Utility Coordination, Bidding Services, and Post-Design Services
b.			✓	Chen Moore and Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309	Environmental Permitting, Natural Resources/Species Evaluation, and Landscape Architecture Services
c.			✓	GPI Geospatial, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	8935 NW 35th Lane, Suite 100 Doral, FL 33172	Topographic and Hydrographic Surveying Services
d.			✓	Tierra South Florida, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411	Geotechnical Testing and Report Services
e.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

1. SOLICITATION NUMBER (If any)


City of Fort Lauderdale RFQ 12716-626

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

2a. FIRM (or Branch Office) NAME HBC Engineering Company			3. YEAR ESTABLISHED 2006		4. UNIQUE ENTITY IDENTIFIER 801830535	
2b. STREET 5200 NW 33rd Avenue, Suite 211			5. OWNERSHIP			
2c. CITY Fort Lauderdale		2d. STATE FL	2e. ZIP CODE 33309		a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Adebayo Coker, PE, President			b. SMALL BUSINESS STATUS Active CBE, DBE, LDB, MBE, and SBE			
6b. TELEPHONE NUMBER (305) 232-7932		6c. EMAIL ADDRESS acoker@hbcengineeringco.com		7. NAME OF FIRM (If Block 2a is a Branch Office) HBC Engineering Company		
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YEAR ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A	

[illegible]

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

12. AUTHORIZED REPRESENTATIVE <i>The foregoing is a statement of facts.</i>	
a. SIGNATURE 	b. DATE 09-08-2022
c. NAME AND TITLE Adebayo Coker, PE, President	

State of Florida Department of State

I certify from the records of this office that HBC ENGINEERING COMPANY is a corporation organized under the laws of the State of Florida, filed on June 15, 2006.

The document number of this corporation is P06000082280.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2022*



Samuel R. Bee
Secretary of State

Tracking Number: 1832685688CC

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

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

BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

THIS CERTIFICATE IS AWARDED TO
HBC ENGINEERING COMPANY

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE)

SANDY-MICHAEL McDONALD
Deputy signed by SANDY-MICHAEL McDONALD
Date: 01/22/2022 10:14:08 AM

AUTHORIZED REPRESENTATIVE

Anniversary Date: February 7th

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM 4680 FORT LAUDERDALE, FL 33301
TEL: 954-337-6400 • FAX: 954-337-5674 • TTY: 954-337-5664

CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828-5195

Business ID: BL-1803157 Business Name: COKER ADEBAYO

Business Address: 5200 NW 33 AVE #211

COKER ADEBAYO
8935 NW 35 LN # 201
DORAL FL 33172

TAX CATEGORIES
40800 ENGINEER

Contact: COKER ADEBAYO
Business Email: Acoker@hbcengineeringto.com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email business@cityofftlauderdale.gov, and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to business@cityofftlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV

State of Florida Minority Business Certification

HBC ENGINEERING COMPANY

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/19/2021 to 01/19/2023

Jonathan R. Soto
Jonathan R. Soto, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Eisenhower Way, Suite 300
Tallahassee, FL 32399
850-487-0815
www.dms.florida.gov



Florida Department of Transportation

RON DESANTIS
GOVERNORJARED W. PERDUE, P.E.
SECRETARY

June 7, 2022

Adebayo Coker, President
HBC ENGINEERING COMPANY
8935 NW 35th Lane, Suite 201
Doral, Florida 33172

Dear Mr. Coker:

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

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

1

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
250.95%*	194.40%*	0.091%	Reimbursed	No	0.00%	1.69%*

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

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

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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

2

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

Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
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- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:51:59 PM 3/31/2022

Licensee Information

Name: HBC ENGINEERING COMPANY (Primary Name)
Main Address: 8935 NW 35TH LANE
SUITE 201
DORAL Florida 33172
County: DADE
License Mailing: 18842 SW 74TH COURT
CUTLER BAY FL 33157
County: DADE

License Information

License Type: Registry
Rank: Registry
License Number: 27160
Status: Current
License Date: 09/15/2006
Expires:

Special Qualifications
Qualification Effective

Alternate Names

View Related License Information
View License Complaint

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA: HBC ENGINEERING COMPANY
Business Name: HBC ENGINEERING COMPANY
Owner Name: HBC ENGINEERING COMPANY
Business Location: 8935 NW 35 AVE STE 211
PT LAUDERDALE
Business Phone: 305-232-7932
Receipt #: 315-241832
Business Type: ENGINEER (ENGINEERING FIRM)
Business Opened: 06/09/2011
State/County/Cert/Reg: 27160
Exemption Code:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:
HBC ENGINEERING COMPANY
8935 NW 35 LN STE 201
MIAMI, FL 33172

Receipt #: 315-241832
Paid 08/11/2021 30.00

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

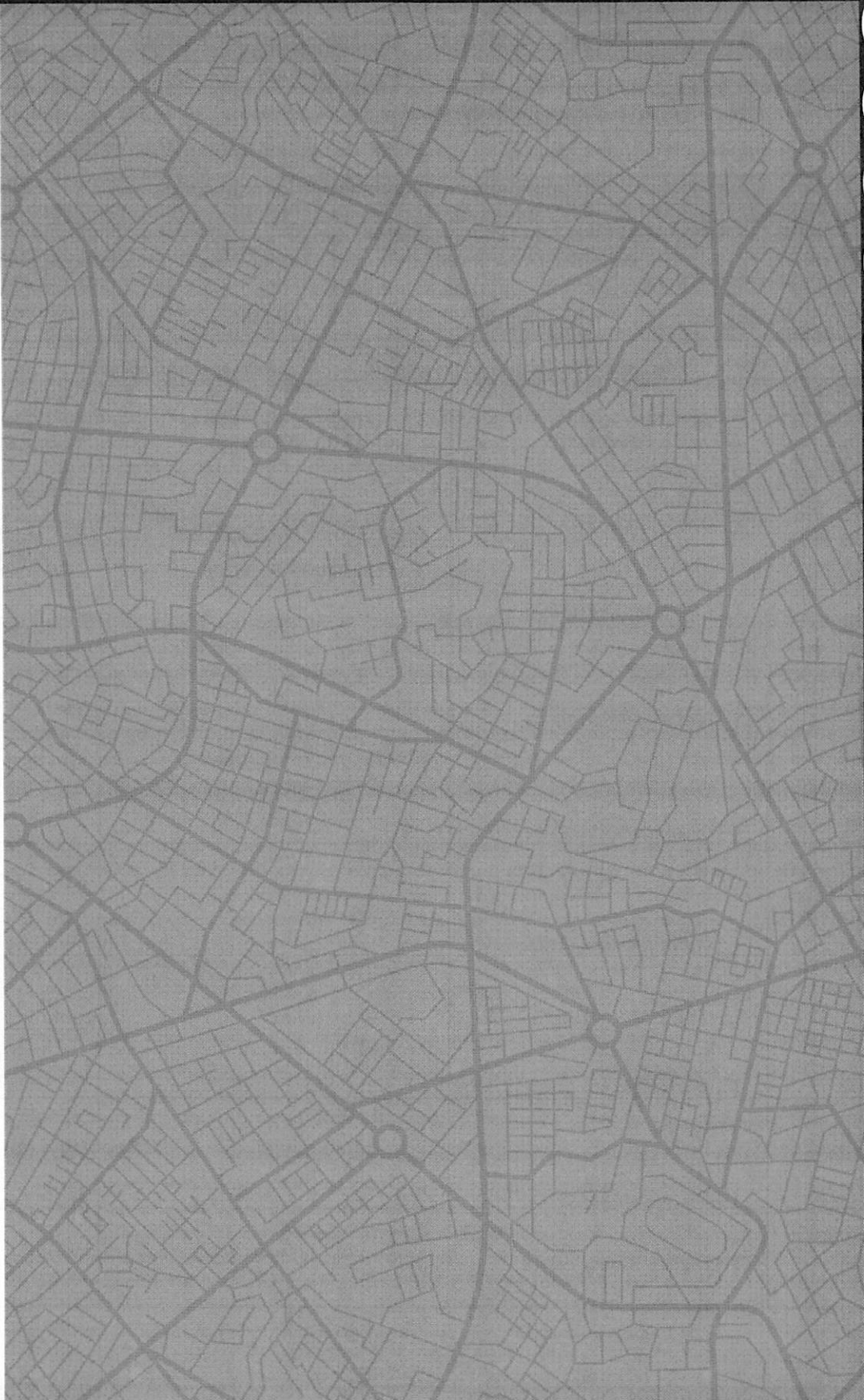
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA: HBC ENGINEERING COMPANY
Business Name: HBC ENGINEERING COMPANY
Owner Name: HBC ENGINEERING COMPANY
Business Location: 8935 NW 35 AVE STE 211
PT LAUDERDALE
Business Phone: 305-232-7932
Receipt #: 315-241832
Business Type: ENGINEER (ENGINEERING FIRM)
Business Opened: 06/09/2011
State/County/Cert/Reg: 27160
Exemption Code:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt #: 315-241832
Paid 08/11/2021 30.00

CAM #22-0852



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

ARCHITECT – ENGINEER QUALIFICATIONS**PART I – CONTRACT SPECIFIC QUALIFICATIONS****A. CONTRACT INFORMATION**1. TITLE AND LOCATION *(City and State)*

CONSULTANT SERVICES FOR RIVERWALK NORTH SEAWALL REPLACEMENT

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER
RFQ # 12716-626**B. ARCHITECT - ENGINEER POINT OF CONTACT**

4. NAME AND TITLE

Daniel Davila, P.E., Director of Water and Sewer-Principal Engineer

5. NAME OF FIRM

Chen Moore and Associates, Inc.

6. TELEPHONE NUMBER

(954) 730-0707 x1085

7. FAX NUMBER

(954) 730-2030

8. E-MAIL ADDRESS

ddavila@chenmoore.com

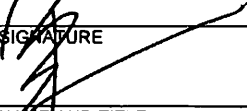
C. PROPOSED TEAM*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.			X	Chen Moore and Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	500 West Cypress Creek Road Suite 630 Fort Lauderdale, FL 33309	Civil Engineering Landscape Architecture Environmental Sciences
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

1. SOLICITATION NUMBER (If any)	RFQ # 12716-626
---------------------------------	-----------------

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

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">a. Federal Work</td> <td style="width: 15%; text-align: center;">2</td> </tr> <tr> <td>b. Non-Federal Work</td> <td style="text-align: center;">8</td> </tr> <tr> <td>c. Total Work</td> <td style="text-align: center;">8</td> </tr> </table>	a. Federal Work	2	b. Non-Federal Work	8	c. Total Work	8	<table style="width: 100%;"> <tr> <td style="width: 50%;"> 1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million </td> <td style="width: 50%;"> 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater </td> </tr> </table>		1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million	6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater
a. Federal Work	2									
b. Non-Federal Work	8									
c. Total Work	8									
1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million	6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater									
12. AUTHORIZED REPRESENTATIVE <i>The foregoing is a statement of facts.</i>										
a. SIGNATURE 		b. DATE 9/9/2022								
c. NAME AND TITLE Peter Moore, P.E., F.ASCE, ENV SP, LEED AP, President and CEO										



CITY OF FORT LAUDERDALE

State of Florida
Department of State

I certify from the records of this office that CHEN MOORE AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on November 7, 1986.

The document number of this corporation is J41454.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 25, 2022, 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 Twenty-fifth day of January,
2022



Ramona Bue
Secretary of State

Tracking Number: 3799915237CC

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

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



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828-5195

Business ID: BL-1400044

Business Name: MCCLAIR, JASON

Business Address: 500 NW 62 ST # 630

MCCLAIR, JASON
500 NW 62 ST # 630
FORT LAUDERDALE FL 33309

TAX CATEGORIES
A08800 ENGINEER

Contact: MCCLAIR, JASON
Business Email: Mjmcclay@Chenmoore.com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businessaffairs@ferntownva.gov, and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businessaffairs@ferntownva.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV

[illegible]

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

Department of Business
& Professional Regulation

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[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

6:00 13 PM 9/13/2022

Licensee Information

Name:	CHEN MOORE AND ASSOCIATES, INC. (Primary Name)
Main Address:	500 W. CYPRESS CREEK ROAD #630 FORT LAUDERDALE Florida 33309
County:	BROWARD

License Information

License Type:	Registry
Rank:	Registry
License Number:	4593
Status:	Current
License Date:	01/09/1987
Expires:	



**Special
Qualifications**

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022
Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BL-1200320 **Business Name:** MOORE, PETER
Business Address: 500 NW 62 ST # 630

MOORE, PETER
500 NW 62 ST # 630
FORT LAUDERDALE FL 33309

TAX CATEGORIES
412300 LANDSCAPE ARCHITECT

Contact: MOORE, PETER
Business Email: Pmoore@Chenmoore.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email business@cityofftlauderdale.gov, and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
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700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Consultant Services for Riverwalk North Seawall Replacement (Fort Lauderdale, Florida)

2. PUBLIC NOTICE DATE

08/11/2022

3. SOLICITATION OR PROJECT NUMBER

12716-626

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Arsenio Milian, PE

5. NAME OF FIRM

Milian, Swain & Associates, Inc.

6. TELEPHONE NUMBER

(305) 441-0123

7. FAX NUMBER

(305) 441-0688

8. E-MAIL ADDRESS

amilian@milianswain.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.					Milian, Swain & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2025 SW 32 Ave, Suite 110 Miami, FL 33145	Sea Level Rise Consultant Services
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

1. SOLICITATION NUMBER (if any)

20-D-00049

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

2a. FIRM (OR BRANCH OFFICE) NAME GPI Geospatial, Inc.			3. YEAR ESTABLISHED 1973	4. DUNS NUMBER 078592486
2b. STREET 8935 NW 35 th Lane, Suite 100			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Doral	2d. STATE FL	2e. ZIP CODE 33172	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Frank Paruas, PSM – Doral Office Manager/Sr. Survey Manager			7. NAME OF FIRM (if block 2a is branch office)	
6b. TELEPHONE NUMBER 407-937-0896		6c. E-MAIL ADDRESS fparuas@gpinet.com		
8a. FORMER FIRM NAME(S) (if any) N/A			8b. YR. ESTABLISHED N/A	8c. DUNS NUMBER N/A


10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	7		002	Aerial Photography	6
03	Aerial Photographer	8		R07	Remote Sensing	6
08	CADD Technician	6				
29	Geographic Information System Specialist	3				
38	Land Surveyor	46	8			
46	Photogrammetrist	23				
49	Remote Sensing Specialist	18	1			
	Other Employees	6				
Total		117	9			

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE. The foregoing is a statement of facts.

<p>a. SIGNATURE</p> 	<p>b. DATE</p> <p>October 2, 2021</p>
<p>c. NAME AND TITLE</p> <p>Matthew LaLuzerne, PSM - Vice President</p>	

State of Florida Department of State

I certify from the records of this office that GPI GEOSPATIAL, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 2003.

The document number of this corporation is P0400000100.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 19, 2021, 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 Nineteenth day of January,
2021



Samuel R. Bee
Secretary of State

Tracking Number: 7727901148CC

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

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



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 24, 2021

GPI GEOSPATIAL, INC.
3051 E LIVINGSTON ST STE 300
ORLANDO, FL 32803-5045

SUBJECT: Professional Surveyor and Mapper Business License # LB6748

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.sos.fl.gov/cas/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LB6748

Expiration Date: February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

GPI GEOSPATIAL, INC.
3051 E LIVINGSTON ST STE 300
ORLANDO, FL 32803-5045

Nicole M. Fried

NIKOLE MIKKY FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

2022 LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 33RD TERRACE
DORAL, FL 33186
(305) 593-6631

10/01/2021

GPI GEOSPATIAL INC

GPI GEOSPATIAL INC
8835 NW 35 LN UNIT 100
DORAL, FL 33177

LICENSE NO. 2021008532

License Fee Paid: \$60.00

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

P.A./CORP/PARTNERSHIP/FIRM

Square Footage: 2434

Machines:

State License #: LB6748

No. of Seats/Tables: 0

Employees: 8

No. of Units/Spaces:

No. of Trucks:

CONDITIONS:

DORAL: PROFESSIONAL SURVEYOR AND MAPPER BUSINESS OFFICE. NO OUTSIDE STORAGE OR DISPLAYS. OFFICE USE ONLY. DRY USE ONLY.

Karla Palau
Karla Palau
Chief Licensing Officer

This Document Must Be Posted



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 11, 2022

Michael Zoltek, Associate Vice President
GPI GEOSPATIAL, INC.
3051 E Livingston Street, Suite 300
Orlando, Florida 32803

Dear Mr. Zoltek:

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

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

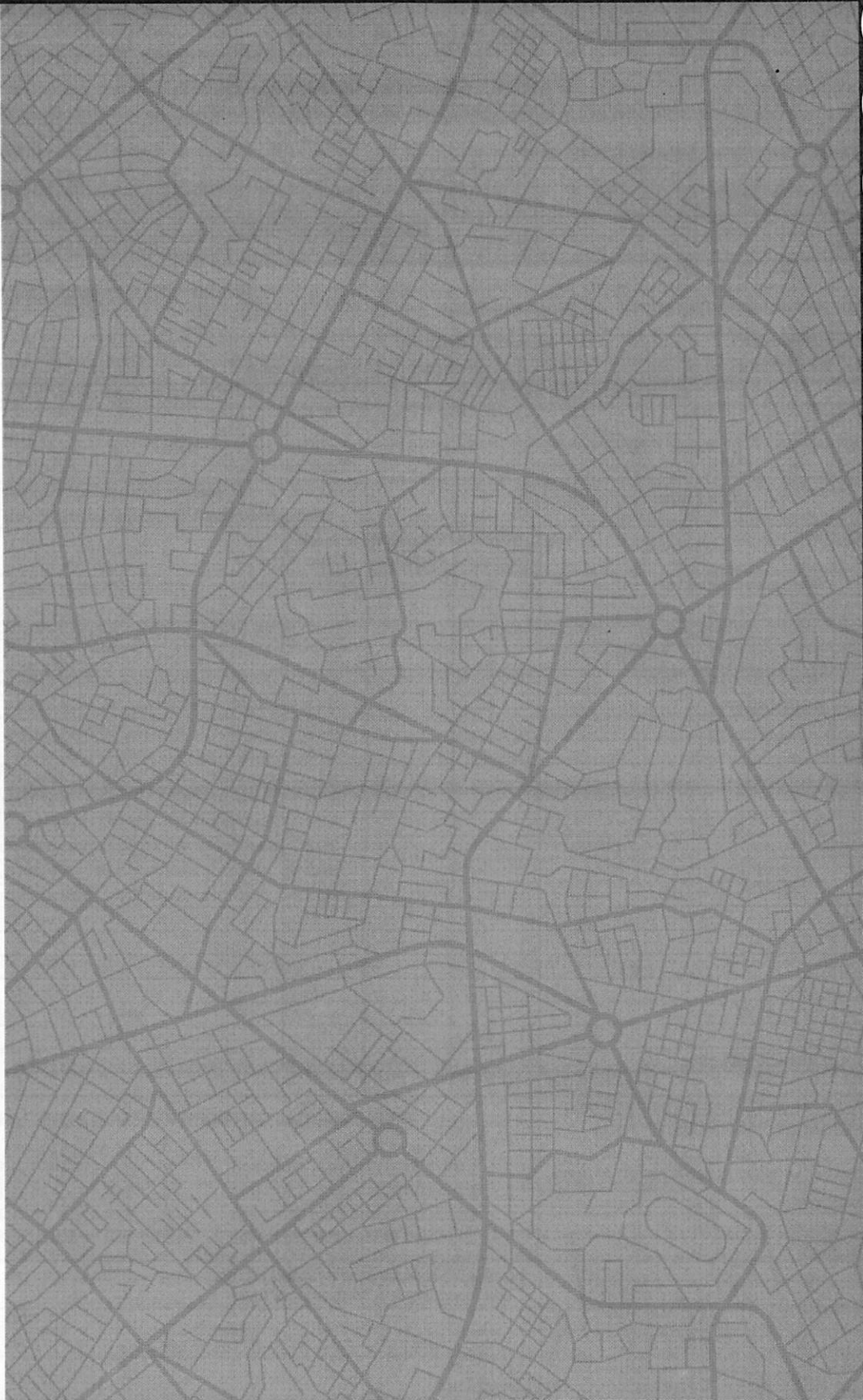
Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
253.18%	1.391%	Reimbursed	No	6.27%

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

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

Sincerely,



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company


1. SOLICITATION NUMBER: (If any)
City of Fort Lauderdale
RFQ # 12716-626

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

2a. FIRM (or Branch Office) NAME Milian, Swain & Associates, Inc.			3. YEAR ESTABLISHED 1989		4. UNIQUE ENTITY IDENTIFIER 7874999185	
2b. STREET 2025 SW 32 Ave, Suite 110			5. OWNERSHIP			
2c. CITY Miami		2d. STATE FL	2e. ZIP CODE 33145			
6a. POINT OF CONTACT NAME AND TITLE Julio Menache - Director of Engineering			a. TYPE Corporation			
6b. TELEPHONE NUMBER (305) 441-0123			b. SMALL BUSINESS STATUS SBE/MBE			
6c. E-MAIL ADDRESS jmenache@milianswain.com			7. NAME OF FIRM (if Block 2a is a Branch Office) N/A			
8a. FORMER FIRM NAME(S) (if any) N/A			8b. YEAR ESTABLISHED N/A		8c. UNIQUE ENTITY IDENTIFIER N/A	

[illegible]

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

12. AUTHORIZED REPRESENTATIVE <i>The foregoing is a statement of facts.</i>	
a. SIGNATURE 	b. DATE 09/16/2022
c. NAME AND TITLE Julie Menecke - Director of Engineering	

STANDARD FORM 330 (REV. 8/2016) PAGE 6

State of Florida Department of State

I certify from the records of this office that MILIAN, SWAIN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1989, effective January 9, 1989.

The document number of this corporation is K58420.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 21, 2022, 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 Twenty-first day of January,
2022*



Randy B.
Secretary of State

Tracking Number: 3066341445CU

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

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

State of Florida Minority Business Certification

Milian, Swain & Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/21/2020 to 12/21/2022

Jonathan R. Suter
Jonathan R. Suter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Expressway West, Suite 340
Tallahassee, FL 32309
850-487-0815
www.dms.mylouisiana.com/head

9/17/21, 2:03 PM

Related License Information

Print

Licensee

Name: **MILIAN, ARSENIO** License Number: **13134**
Rank: **Professional Engineer** License Expiration Date: **02/28/2023**
Primary Status: **Current** Original License Date:
Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
5460	Current	MILIAN, SWAIN & ASSOCIATES, INC.	Registry	03/24/2005	Registry	

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



Department of Business
& Professional Regulation

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Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
ABAT Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:25:29 PM 9/15/2022

Licensee Information

Name: **MILIAN, SWAIN & ASSOCIATES, INC. (Primary Name)**
Main Address: **2025 SW 32ND AVENUE**
County: **MIAMI Florida 33145**
County: **DADE**

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **5460**
Status: **Current**
License Date: **10/02/1989**
Expires:

Special Qualifications Qualification Effective

Alternate Names

View Related License Information
View License Complaint



Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3190

March 23, 2021

Arsenio Milian
MILIAN, SWAIN & ASSOCIATES, INC.
2025 SW 32nd Ave.
Suite 110
Miami, FL 33145

Approval Date: January 31, 2021 - Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: January 31, 2024

Dear Arsenio Milian,

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 - Architectural & Engineering (SBE-A&E). 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 years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, January 31, 2022. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material 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 in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' 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: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>. 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 vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.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 via email at sbdcert@miamidade.gov.

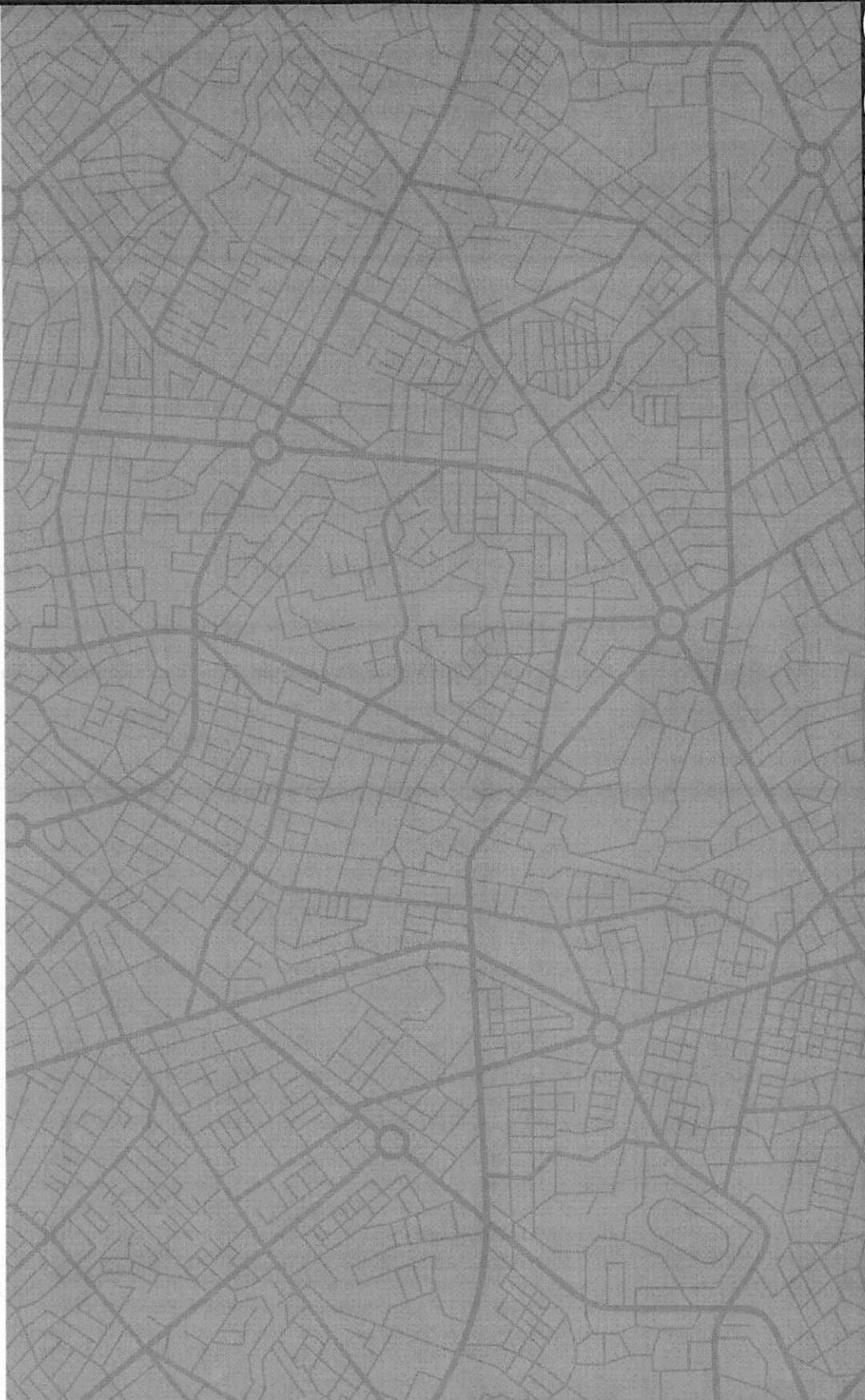
Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MDC-TCC 03-01: SITE DEVELOPMENT AND PARKING LOT DESIGN
MDC-TCC 03-09: SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
MDC-TCC 04-01: ENGINEERING DESIGN
MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES
MDC-TCC 06-03: WATER AND SANITARY SEWAGE TREATMENT PLANTS
MDC-TCC 07: SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS

MDC-TCC 10-01: STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10-03: BIOLOGY SERVICES
MDC-TCC 10-05: CONTAMINATION ASSESSMENT AND MONITORING
MDC-TCC 16: GENERAL CIVIL ENGINEERING
MDC-TCC 17: ENGINEERING CONSTRUCTION MANAGEMENT
NAICS 54130: ENGINEERING SERVICES



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION


1. TITLE AND LOCATION (City and State)
City of Fort Lauderdale: Consultant Services for Riverwalk North Seawall Replacement Project.
2. PUBLIC NOTICE DATE
3. SOLICITATION OR PROJECT NUMBER
12716-626

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Raj Krishnasamy, P.E., President
5. NAME OF FIRM
Tierra South Florida, Inc. dba (TSFgeo)
6. TELEPHONE NUMBER
(561) 687-8536
7. FAX NUMBER
(561) 687-8570
8. E-MAIL ADDRESS
raj@tsfgeo.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	I-V	PARTNER	SUBCON-TRACTOR			
a.				<input checked="" type="checkbox"/>	 <input type="checkbox"/> CHECK IF BRANCH OFFICE	2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411	Geotechnical Engineering Services
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM
☐ (Attached)

H. ADDITIONAL INFORMATION

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

Company Profile

Tierra South Florida, Inc. (TSFgeo) is a multi-disciplinary geotechnical, materials engineering, and inspection firm, offering professional engineering and associated consulting services to both the public and private sectors. The primary service areas are:

1. Geotechnical Engineering
2. Field and laboratory construction materials engineering inspection and testing
3. Threshold/Special Inspections

The geotechnical and materials engineering services provide clients with the comprehensive range of siting, planning, design, construction, and quality control disciplines required for major construction projects.

Mr. Raj Krishnasamy, P.E. qualifies as a minority by Federal Guidelines. Mr. Krishnasamy is a licensed Engineer with more than 35 years of experience in geotechnical, material engineering, and inspection services. TSFgeo is a certified **Disadvantaged Business Enterprise (DBE)** with the Florida Department of Transportation and a certified **Minority Business Enterprise (MBE)** with the State of Florida's Office of Supplier Diversity. Additionally, TSFgeo is a certified **Small Business Enterprise (SBE)** with the SFWMD and Pinellas County. Our main office is in West Palm Beach, Florida with branch offices in Miami Lakes, Tampa, and Orlando, Florida.

Geotechnical Engineering

TSFgeo provides a complete range of geotechnical engineering services. These services include site assessments, planning, field and laboratory investigations, design specifications and recommendations, quality control, instrumentation, and performance studies. Applications are for all types of buildings, airport facilities, transportation systems, landfills, dams, and other civil and private projects. Tierra South Florida's primary market is minority business set aside by City, County, State, and Federal agencies.

Construction Materials Engineering and Testing

TSFgeo offers materials engineering, testing, and inspection services applicable to the governmental, construction, and manufacturing industries. TSFgeo will evaluate and then develop recommendations regarding both existing structures and new construction. During construction, monitoring and quality control services will cover every phase of construction and all materials used. TSFgeo's field and laboratory technicians hold industry-recognized certifications (ACI/CTQP /PCI/FPCA) for aggregates, asphalt, concrete, and earthwork testing as well as the drilled shaft, auger cast pile, and pile driving monitoring.

Laboratory Facilities

TSFgeo owns and operates three fully equipped in-house soils, concrete, aggregate, and asphalt testing laboratories certified by Construction Materials Engineering Council (CMEC). TSFgeo labs follow the American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (MSHTO) standards, and our West Palm Beach laboratory is also validated by FOOT and the United States Army Corp of Engineers (USACE). These laboratories provide specialized testing services associated with geotechnical engineering, and construction materials to better meet the needs of their clients. TSFgeo's laboratory facilities are designed and operated to provide fast, reliable information to assure the meeting of clients' needs. The trained and certified laboratory staff will routinely perform physical properties testing of soil, rock, concrete, steel, asphalt, and composite building materials. These testing services are performed in support of all project phases, including site investigations and assessments, design, and construction.

Corporate and Project Management Philosophy

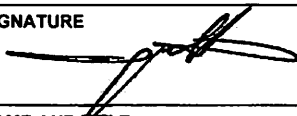
The Tierra South Florida Inc. organization is committed to minimizing corporate administrative control which allows both branch management and specific technical teams to take correct and timely actions to meet the objectives of their clients. Employees stress quality and responsive services in which they will take a great deal of pride. Client satisfaction with the quality of Tierra South Florida's work, past, and future, will result in a large percentage of work to be performed for repeat clients.

Interaction with Regulatory Agencies

Tierra South Florida Inc. has an excellent working relationship with the Florida Department of Transportation as well as the South Florida Water Management District. When working within the right of way of these agencies, Tierra South Florida will submit an application to request a work permit and obtain the proper authorization prior to proceeding with work. Tierra South Florida will then follow up with a meeting to explain the scope in detail and notify the agency at completion.

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

September 16, 2022


33. NAME AND TITLE

Raj Krishnasamy, P.E., President/Principal Engineer

1. SOLICITATION NUMBER (If any)

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

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE September 16, 2022
c. NAME AND TITLE Raj Krishnasamy, P.E., President/Principal Engineer	

State of Florida Department of State

I certify from the records of this office that TIERRA SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 2003, effective October 17, 2003.

The document number of this corporation is P03000110144.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 6, 2022, 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 Sixth day of January, 2022*



Samuel R. Ruff
Secretary of State

Tracking Number: 9960383519CC

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

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

State of Florida Minority Business Certification

Tierra South Florida, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/17/2021 to 09/17/2023

Jonathan R. Soto
Jonathan R. Soto, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4090 Esplanade Way, Suite 300
Tallahassee, FL 32399
850-427-0165
www.dms.floridastate.gov

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



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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:10:52 AM 9/1/2022

Licensee Information

Name: TIERRA SOUTH FLORIDA, INC. (Primary Name)
Main Address: 2765 VISTA PKWY, STE 9
WEST PALM BEACH Florida 33411
County: PALM BEACH

License Information

License Type: Registry
Rank: Registry
License Number: 28073
Status: Current
License Date: 04/13/2008
Expires:

Special Qualifications

Qualification Effective

Alternate Names

View Related License Information
View License Complaint

State of Florida



Board of Professional Engineers

Attest that
Tierra South Florida, Inc.

Has satisfied the requirements of Section 471.025, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.



*Witness the Seal of the Board and the Signature
of the Board's duly authorized officer*

this 13 day of 09/2022
John A. Soto
CHAIR

CERTIFICATE OF
ACCOMPLISHMENT No. 28073
PEMC-CA-007859-106-1

SECTION

4

QUALIFICATIONS OF THE PROJECT TEAM



CITY OF FORT LAUDERDALE



Alberto Pallot Park Shoreline Protection

CAM #23-0852

ORGANIZATIONAL CHART



CITY OF FORT LAUDERDALE
Contract Administrator & Project Manager



CITY OF FORT LAUDERDALE

Principal-in-Charge
Adebayo Coker, PE
Exp. 29 | **HBC**

Project Manager
Miguel Villegas, MS, PE
Exp. 25 | **HBC**

**Quality Assurance/
Quality Control**
Teodoro Tefel, PE
QA/QC Manager
Exp. 33 | **HBC**
Edgar Diaz, MS, PE
Constructibility Reviewer
Exp. 36 | **HBC**

LEGEND

Exp. Years of experience
HBC. HBC Engineering Company
CMA. Chen Moore and Associates, Inc.
GPI. GPI Geospatial, Inc.
MSA. Millan, Swain & Associates, Inc.
TSF. Tierra South Florida, Inc.



Civil Engineering

Andres Cardona, PE
Exp. 26 | **HBC**

Jose Lopez, PE
Exp. 17 | **HBC**

Gonzalo Barrera, PE
Exp. 4 | **HBC**

Claudia Bustamante, MS, PE
Exp. 17 | **HBC**



Structural Engineering

Miguel Villegas, MS, PE
Exp. 25 | **HBC**

Roberto Rubio, MS, PE
Exp. 32 | **HBC**

Willy Giron Matute PhD, PE, LEED AP BD+C
Exp. 10 | **HBC**



Geotechnical Engineering

Raj Krishnasamy, PE
Exp. 35 | **TSF**

Kumar Vedula, PE
Exp. 26 | **TSF**



Electrical Engineering

Orlando Penate, PE
Exp. 15 | **HBC**

Malikel Fiallo, PE
Exp. 21 | **HBC**

Supporting Services

Sonny Abia, PE, PhD
Utility Coordinator
Exp. 33 | **HBC**

David Coker, EI
Utility Coordinator
Exp. 5 | **HBC**

Brian Voelker, MS, SPWS, CA, CLI
Environmental Permitting
Exp. 25 | **CMA**

Daniel E Davila, PE
Environmental Permitting
Exp. 23 | **CMA**

Cristobal Betancourt, PLA, AICP
Landscape Architect
Exp. 27 | **CMA**

Eric Harrison, PLA
Landscape Architect
Exp. 19 | **CMA**

Frank Paruas, PSM
Surveyor
Exp. 23 | **GPI**

Julio Delgado, PSM
Surveyor
Exp. 25 | **GPI**

Arsenio Millan, PE
Sea Level Rise/Chief Civil Engineer
Exp. 50 | **MSA**

Michael Landrum, REM
Sea Level Rise/Environmental Scientist
Exp. 39 | **MSA**

Gabriel Millan, PE, ENV SP, LEED
Sea Level Rise/Senior Engineer
Exp. 20+ | **MSA**

For more information on the qualifications of our team such as our resumes and similar projects, please see Section B: Required Forms & Other Documents

HBC Engineering Company

In association with

cma
Chen Moore and Associates

tsf
TSF GEO

GPI
Geospatial, Inc.

MSA
Millan, Swain & Associates, Inc.

Solicitation 12716-626 Consultant Services for Riverwalk North Seawall Replacement (P11722)

CAM-626-626
7/27/16
August 2, 2016



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

Ron DeSantis, Governor

STATE OF FLORIDA


FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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CUTLER BAY FL 33157

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STATE OF FLORIDA


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VILLEGAS, MIGUEL A.
133 N.E. 2ND AVENUE, APT 213
MIAMI FL 33132

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CARDONA, ANDRES ALFONSO
15651 SW 40TH ST
MIAMI FL 33027

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LOPEZ, JOSE A.
1651 SW 163RD PATH
MIAMI FL 33185

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BARRERA, GONZALO EDUARDO
8652 SW 208 TERR
MIAMI FL 33189

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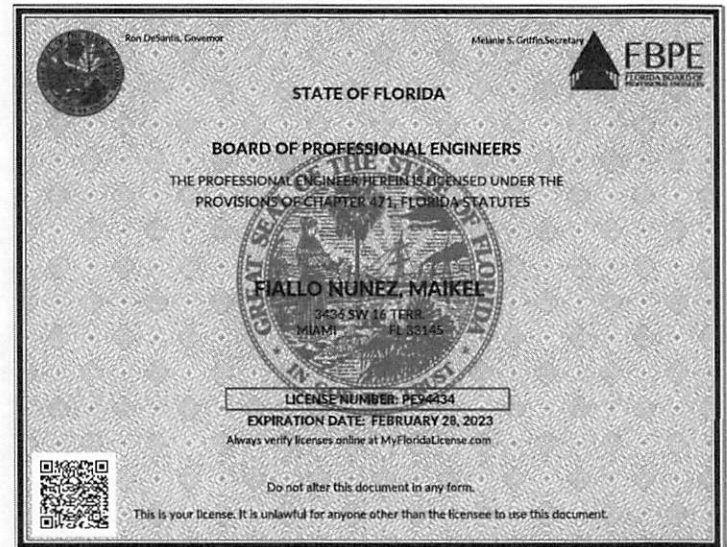
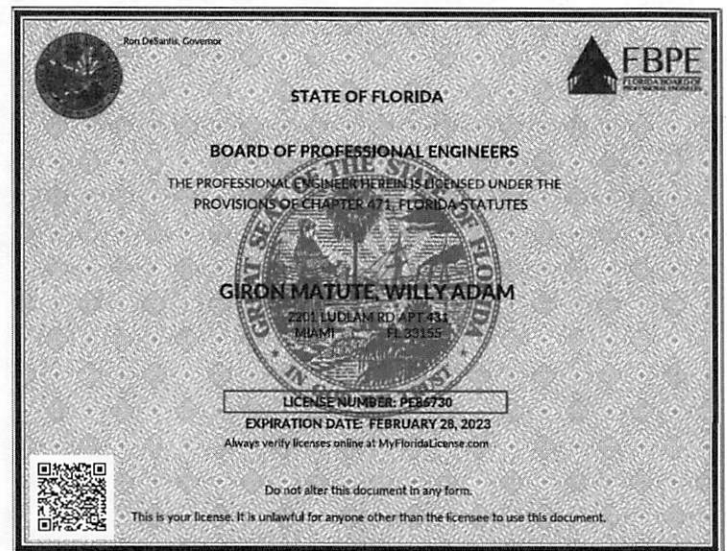
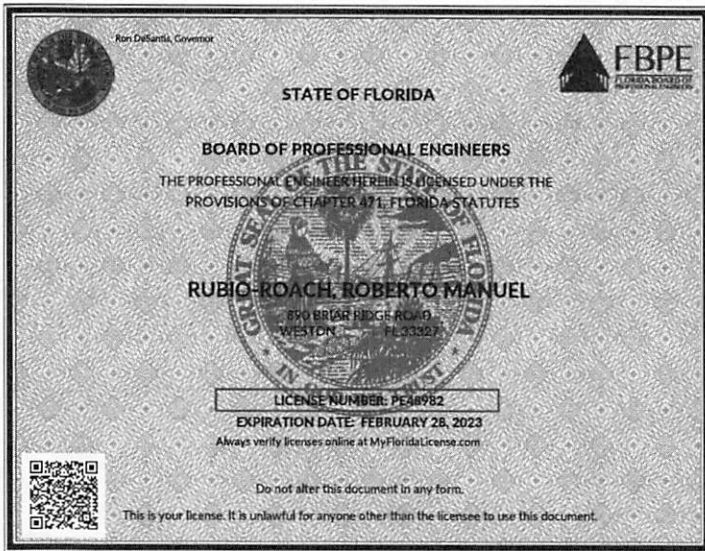
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BUSTAMANTE, CLAUDIA PATRICIA
8935 NW 35TH LANE
SUITE 201
DORAL FL 33172

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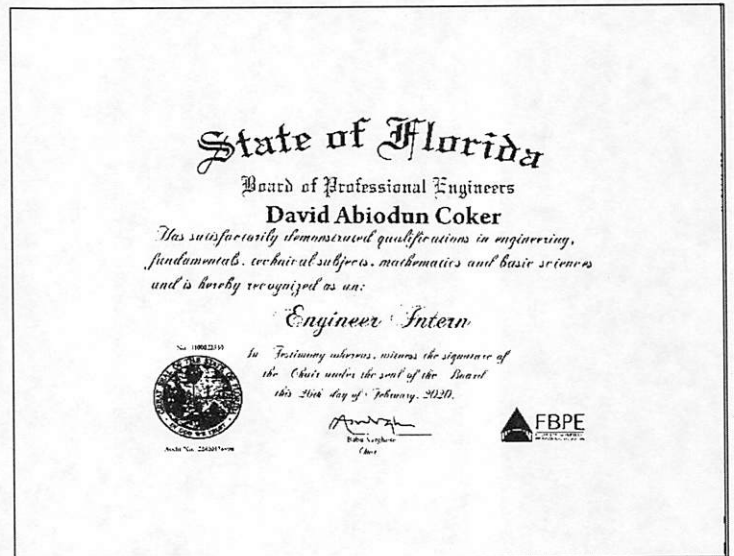
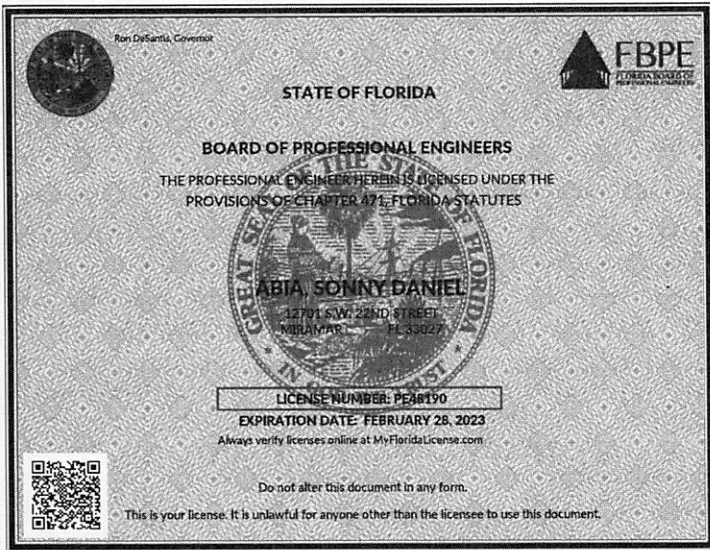
For additional information, including any complaints or discipline, click on the name.

Licensee Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	TEFEL, TEODORO J.	Primary	50106 Prof Engineer	Current, Active 02/28/2023

Main Address*: 15421 SW 47 STREET MIAMI, FL 33185

[Back](#) [New Search](#)







CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

Society of Wetland Scientists
Professional Certification Program, Inc.
renews the designation

Professional Wetland Scientist

For

Brian Patrick Voelker

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel. Professional Wetland Scientist Number 1355 issued on 12/10/2002 and recertified on 2/23/2018. Due to recertify again by 12/10/2023.

James M. Perry, Ph.D., PWS
President

Pat Frost, PWS
Certification Renewal Chair



The International Society of Arboriculture

Hereby Announces That

Brian Voelker

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cadyn Polban
CEO & Executive Director

28 January 2016

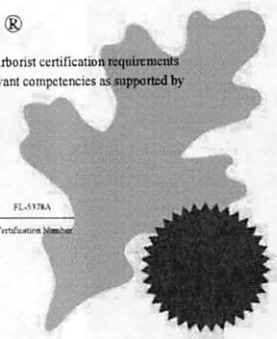
Issue Date

30 June 2024

Expiration Date

FL-0378A

Certification Number



Ron DeSantis, Governor

Julie E. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BETANCOURT, CRISTOBAL ALEX

CHEN MOORE AND ASSOCIATES, INC.
224 TALLAPOOSA STREET
WEST PALM BEACH, FL 33405

LICENSE NUMBER: LA666941

EXPIRATION DATE: NOVEMBER 30, 2023

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DAVILA, DANIEL EDUARDO

7325 SW 26TH COURT
DAVIE, FL 33314

LICENSE NUMBER: PE63014

EXPIRATION DATE: FEBRUARY 28, 2023

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

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HARRISON, ERIC DOUGLAS

2865 SE PERU STREET
PORT ST LUCIE, FL 34984

LICENSE NUMBER: LA667129

EXPIRATION DATE: NOVEMBER 30, 2023

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CITY OF FORT LAUDERDALE

9/29/2023

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CITY OF FORT LAUDERDALE

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Parkway Tallahassee, Florida 32399-6500

License No: **LS6625**
Expiration Date: February 28, 2021

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

FRANK PARUAS-SLEIRO
18014 SW 11 LANE
MIAMI, FL 33194

Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Parkway Tallahassee, Florida 32399-6500

License No: **LS7193**
Expiration Date: February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JULIO C BELGADO
513 BRICKWOOD RISE DR
WIMAUHA, FL 33598-4148

Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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CITY OF FORT LAUDERDALE

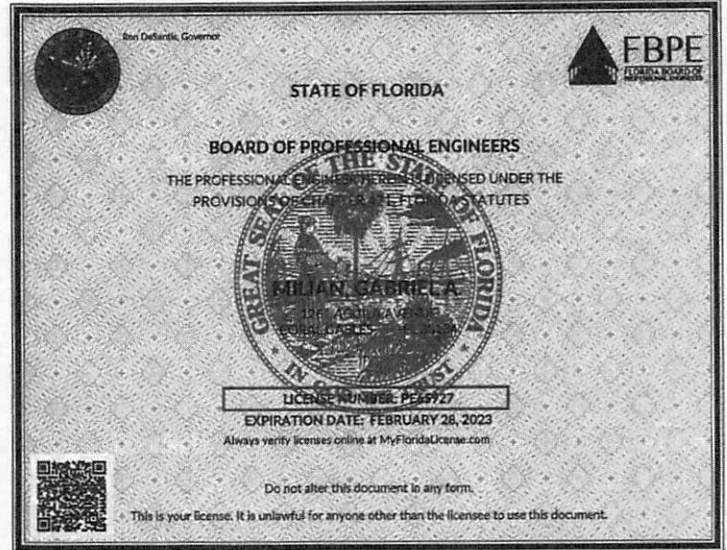
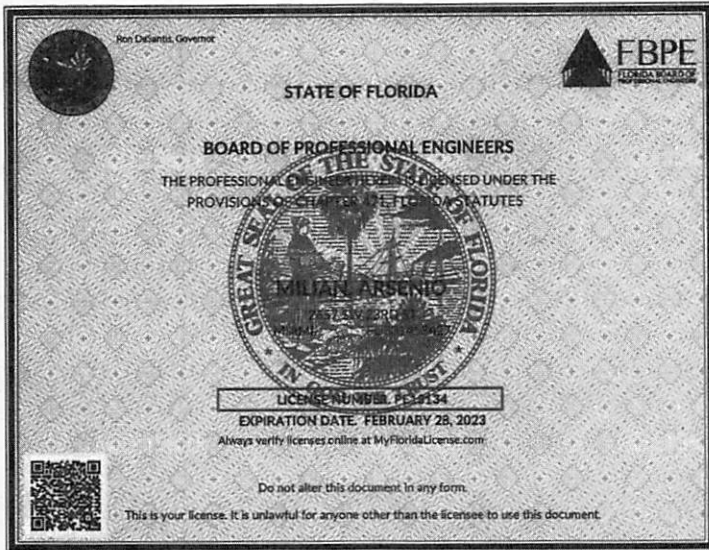
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CITY OF FORT LAUDERDALE





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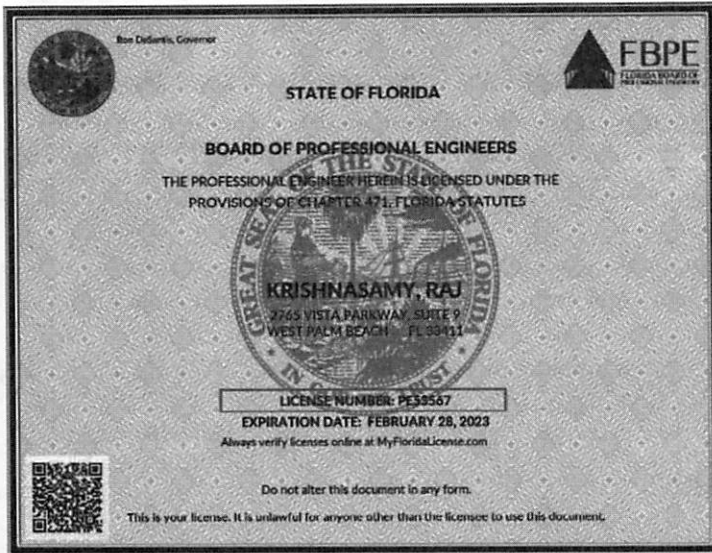
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CITY OF FORT LAUDERDALE



SECTION

5

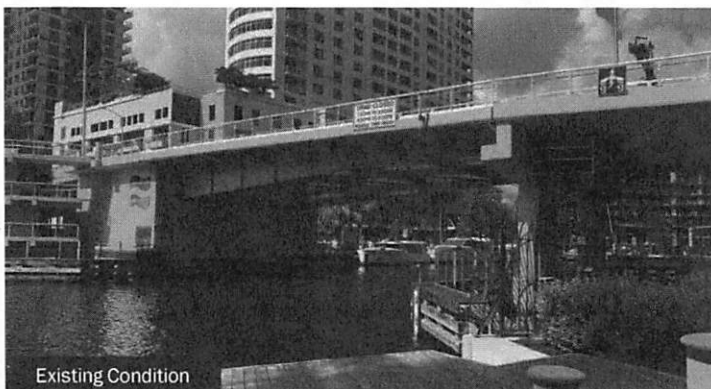
APPROACH TO SCOPE OF WORK



CITY OF FORT LAUDERDALE



West Avenue Bridge Over Colins Canal,
Bridge No. 876741



Existing Condition

UNDERSTANDING THE CITY OF FORT LAUDERDALE'S NEEDS

The existing conditions of the 500' segment of the concrete Riverwalk North Seawall from the Andrews Avenue Bridge to the Ferromex (FXE)/Brightline railroad tracks require immediate repairs and replacement, which has prompted the City of Fort Lauderdale (City) to seek an experienced team of design professionals to prepare a complete and comprehensive set of construction contract documents to replace this section of the concrete Riverwalk North Seawall, as well as the adjacent concrete catwalk. The scope of work will also include the replacement and/or enhancement of

the New River walkway connected to the concrete catwalk, all lighting and electrical fixtures, and existing utilities, such as water, storm drainage, and sewer. Furthermore, there will be areas along the new seawall with floating docks, as well as fixed docks. All new seawall construction will be designed taking into consideration sea level rise, resiliency, and eliminating or minimizing impacts to natural resources, wildlife, ecosystems, local residents, nearby businesses, visiting tourists, and the overall surrounding community.

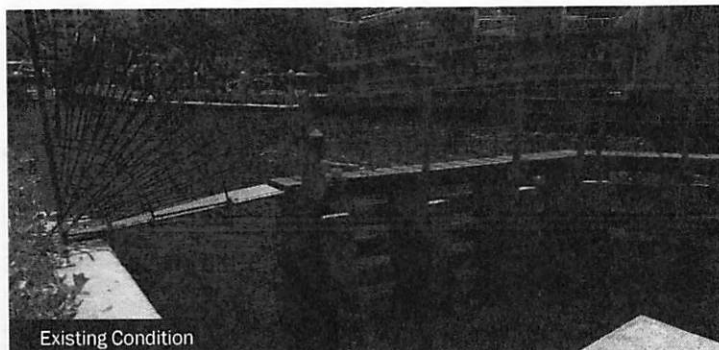
OVERVIEW OF OUR PROPOSED VISION, IDEAS, AND METHODOLOGY

HBC will provide the City with construction contract documents for the design of a new Riverwalk North Seawall, along with a fixed pier and floating docks, for a stretch of approximately 500 feet. This new development will begin under the bascule bridge at Andrews Avenue and extend west until reaching the City's pump house, just east of the Ferromex (FXE)/Brightline railroad tracks. It is of utmost importance to design a seawall system that, while enhancing and protecting the shoreline, can be easily constructed with minimal impacts to its surroundings. Early and proactive coordination with the City, Broward County, permitting agencies, Authorities Having Jurisdiction (AHJs), Utility/Agency Owners (UAOs), and our Team of strategically selected staff and subconsultants will

CAM #22-0852

Approach to Scope of Work

be crucial to develop a set of construction documents that can be followed for the successful completion of this Project.



Existing Condition

COORDINATION/DATA COLLECTION

As the project design phase starts, HBC will gather all available information on existing conditions within the limits of the project, such as as-built plans or drawings of the existing seawall and catwalk, existing plans of the walkway, existing underground utilities, overhead power lines, monuments, and miscellaneous items that will be affected and/or replaced during construction. As information is collected, coordination with the City and our Team of professionals will continue.

SURVEY/HYDROGRAPHIC SURVEY

HBC's Topographic and Hydrographic Surveying Subconsultant, GPI Geospatial, Inc. (GPI), will be promptly dispatched to collect all the pertinent data required to create the topographic and hydrographic plan. This information will be essential to locate existing features, such as the seawall and its elevation, the catwalk layout and its supports, mudline elevation, and all other connected elements of this Project.

GEOTECHNICAL SOIL BORING COLLECTION

At the same time, HBC's Geotechnical Testing and Report Subconsultant, Tierra South Florida, Inc. (TSF), will collect soil borings to gather information on existing soils, which will be needed for the development and completion of the geotechnical report. Based on this report and recommendations therein, our Structural Team will confirm the most cost-effective and constructable type of seawall for this Project. At this point, the seawall design will have all the variables needed to be completed and construction plans developed.

ENVIRONMENTAL/PERMITTING

HBC's Environmental Permitting, Natural Resources/Species Evaluation, and Landscape Architecture Subconsultant, Chen Moore and Associates, Inc. (CMA), will initiate early and proactive coordination with city, county, state, and federal agencies and Authorities Having Jurisdiction (AHJs)

over this area to provide all the information required to obtain the permit for the seawall construction. In addition, CMA will identify the potential presence of protected natural resources at the Project site. Some of these resources will include seagrasses, corals, oyster shoals, and protected wildlife species, including manatees and sea turtles.

CIVIL ENGINEERING/UTILITY COORDINATION

Concurrently, HBC's Civil/Drainage/Utilities professionals will determine the Utility/Agency Owners (UAOs) that will be impacted during construction. HBC's Utility Coordinators, Sonny Abia, PhD, PE and David Coker, EI, will make sure to gather all the information on all UAOs within the Project area and identify these UAOs on the construction plans. Through this coordination, the need for utility replacement and/or improvement will be established. Furthermore, the Civil Team will investigate any necessary improvements for the red paver walkway regarding pavement, drainage, lighting, and other potential miscellaneous enhancements.

HBC'S CURRENT WORKLOAD AND COMMITMENT TO THIS PROJECT



PROFESSIONAL PERSONNEL: AVAILABLE & READY

HBC's workload has been steadily growing since it started operations over 16 years ago. With this growth, HBC has also grown its staff and company resources in a very careful and meticulous manner. HBC is very sensible when hiring personnel. HBC always looks for highly qualified and experienced professionals with goals that are aligned with our beliefs, vision, and especially our relentless pursuit of the highest quality work, while providing the responsiveness our clients demand, deserve, and have come accustomed to receiving from us.

ABILITY TO MANAGE MULTIPLE PROJECTS

At HBC, we have always managed multiple projects and assignments simultaneously. When we decide to pursue a

project, we carefully balance all our needs, resources, current workload, and client expectations to continue our legacy of delivering outstanding work quality on time and on budget. If we have any doubts about meeting our clients' goals, needs, or hopes, that is the time we decide to NO GO a pursuit. We only pursue projects we know we will succeed in delivering on time, within budget, and to the clients' complete satisfaction. HBC strongly believes that our success is ultimately measured by how well we meet our clients' expectations.

APPROACH TO MANAGING CURRENT WORKLOAD

For prompt responsiveness to our clients in or near the City of Ft. Lauderdale, HBC has been working out of its Fort Lauderdale office for a few years. In addition, HBC has been working hard to develop the City of Ft. Lauderdale as one of our most important clients. At any given time, HBC manages, from just a few to as many as 30 or more, task orders in different locations and involving a variety of technical disciplines. We have been very successful delivering projects on time, within budget, and to our clients' complete satisfaction utilizing our proven project management strategy.

As a general rule, our policies and procedures dictate that our project managers need to perform the following activities:

- Identify all project stakeholders and request their requirements. Project stakeholders may include only the City Project Manager or several members of the community, Utility/Agency Owners (UAOs), and Authorities Having Jurisdiction (AHJs).
- Create a detailed project scope statement that identifies the project's goals and objectives.
- Create a work breakdown structure to map all the necessary activities and tasks.
- Detail the process by which the activities and tasks will be developed, maintained, and approved.
- Carefully select and assign personnel to execute the different activities and tasks.
- Detail and communicate the roles and responsibilities of the project team.
- Establish the process for formal acceptance of completed deliverables.
- Determine how to control and document change order requests against the scope statement.
- Create frequent project progress reports to maintain management and client current with all project information.

As a specific rule for this Project, our policies and procedures dictate that HBC's project manager, staff, and subconsultants need to adhere to the following procedures:

Define the Scope of Work and Client Vision



- Meet with the client.
- List all project expectations, goals, and objectives.
- Define what is considered project success.

Prepare Proposal and Formalize the Scope of Work for the Project

- Submit proposal to client and initiate the approval process.
- Implement changes, as needed or requested by client.
- Develop schedule work breakdown structure and milestones.
- Obtain client approval and endorsement.

Start of the Work

- Conduct kickoff meeting.
- Answer all questions before starting the work.
- Establish roles, responsibilities, and communications protocol.
- Establish schedule of activities baseline.

Priority of Project Tasks

- Understand the priority of project tasks, according to importance and deadlines.
- Implement a calendar in Primavera with deadlines, milestones, and resources.
- Actively track calendar on a daily basis and produce reports on a weekly basis.
- Proactively anticipate and mitigate schedule slippage risks.

Schedule Tracking

- Track all project tasks, activities, milestones, deadlines, and resources allocation on a daily basis.
- Provide weekly reporting.

Approach to Scope of Work

Allocate Resources Between Active Projects

- Allocate resources, according to needs and specialties.
- Ensure staff is never idle. Anticipate resources needs and act on information.
- Allocate team members and resources, as needed, to ensure goals and objectives are met.

Work Assignment

- We have leaders and managers. Our leaders provide the vision and inspiration, as well as boost morale. Our managers ensure policies and procedures are followed.
- Our leaders challenge our managers to keep project quality high.
- Workload assignment is taken seriously to properly balance staff workload and maximize quality, while minimizing risk.

Progress Reporting

- Monitor work progress on a daily basis.
- Provide reporting on a weekly basis.
- Project manager will enforce schedule corrections as often as necessary.

Client Feedback

- The HBC Team's project manager will always be in close contact with the City project manager to ensure expectations are being met.
- The client will always be kept informed of the progress of our tasks and activities.
- We will continue to interact with the client to ensure all project expectations, goals, and objectives are fully met.

HBC'S CURRENT STRUCTURES GROUP WORKLOAD

Following is a list of HBC's current Structures Group workload:



FDOT District 4 | SR 7 Transit Corridor Improvements: Responsibilities include cantilever wall design and construction plans. This project is currently at 60% completion and is anticipated to be completed by March 2023.



FDOT District 6 | Districtwide Contract: Responsibilities include the design of miscellaneous structures. It is anticipated to be completed by December 2023.

Palm Beach County | Boca Rio Road Widening: Responsibilities include the design of miscellaneous structures, including strain pole/span wire traffic signal support structures and the design of several bridge culverts. This project has not started yet. Its completion date is estimated to be July 2023.

Florida's Turnpike Enterprise (FTE) | Design-Build for Wrong-Way Vehicle Detection System (WWVDS) Implementation: This project involves the implementation of WWVDS along Florida's Turnpike ramps in Miami-Dade, Broward, and Palm Beach Counties. Responsibilities include the design of miscellaneous structures. This project is anticipated to be completed by September 2023.

FDOT District 4 | University Drive from Nova Drive to SR-84: Responsibilities include the design of miscellaneous structures. It is anticipated to be completed by December 2023.

HBC'S RESOURCES

HBC'S OFFICE LOCATIONS



HBC acknowledges the necessity of providing an office in each county of Southeast Florida's tri-county region, which consists of Miami-Dade County, Broward County, and Palm Beach County. These strategically placed offices offer

accessibility and convenience to a large concentration of public and private sector clients on Florida's Gold Coast. HBC currently has a Miami-Dade County main office located at 8935 NW 35th Lane, Suite 201, Doral, FL 33172 with phone number (305) 232-7932. HBC also has a Broward County branch office located at 5200 NW 33rd Avenue, Suite 211, Fort Lauderdale, FL 33309 with phone number **(954) 519-2199**. In addition, HBC has a Palm Beach County branch office located at 123 NW 13th Street, Suite 308, Boca Raton, FL 33432 with phone number **(561) 899-4438**.

HBC'S STAFF



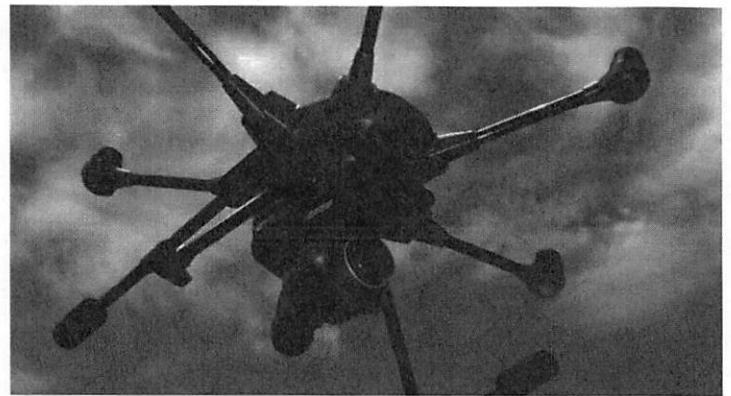
HBC currently has 43 staff members, including professional engineers with extensive experience successfully executing comprehensive services for a wide variety of civil engineering disciplines including, but not limited to, transportation, traffic, structural, mechanical, electrical, water and wastewater infrastructure, civil/site development, planning, design, project management, construction management, and Construction Engineering and Inspection (CEI).

HBC'S COMPANY FLEET VEHICLES



HBC currently has six (6) company fleet vehicles consisting of two (2) 2022 Toyota Tacoma pickup trucks, one (1) 2018 Toyota Highlander Sport Utility Vehicle (SUV), one (1) 2018 Toyota Tacoma pickup truck, one (1) 2012 Ford F-150 pickup truck, and one (1) 2008 Ford F-150 pickup truck.

HBC'S DRONES



HBC currently has two (2) professional drones consisting of one (1) Yuneec Typhoon H Plus Hexacopter and one (1) Yuneec Typhoon H Hexacopter. In addition, HBC has the latest digital cameras and SD cards to photograph and document projects, sites, structures, existing conditions, and critical issues.

HBC'S TECHNOLOGICAL RESOURCES

Since state-of-the-art technology is critical for maintaining a competitive edge in today's technically advanced engineering industry, HBC has the latest smart phones loaded with applications that facilitate and accelerate communication. Similarly, HBC has the latest tablets, laptops, and desktops containing the most recent computer software programs, including Adobe Pro, AGi32, ASAD, AUTOCAD, AUTODESK Infrastructure Design Suite, AUTOTURN, BENTLEY MicroStation CONNECT Edition and SS10, Bluebeam REVU, ChaosGroup-VRAY, CorelDraw, Culver Service Life Estimator, Google Earth Pro, Guidesign, ICPR, JAMAR PetraPro V2, JAMAR TaxPro V2, Microsoft Office 365, Oracle Primavera P6 Professional, QGIS, SAGE, Synchro 10, and Vissim 2021.

HBC'S TOOLS & EQUIPMENT

HBC has all the tools and equipment necessary to perform all its respective professional civil engineering services. For example, HBC has toolboxes filled with pliers, vise grip pliers, wrenches, Allen wrenches, socket wrench sets, wire strippers, box cutters, cutting shears, flat-head and Phillips head screwdrivers, hammers, sledgehammers, tape measures, rulers, torpedo levels, signaling flashlights, masking tape, electrical tape, wire connectors, Gorilla tape, reflective tape, cable ties, chains, and WD-40 spray. HBC also has one (1) Black and Decker cordless drill and charger, five (5) Lufkin measuring wheels, two (2) Empire Smart Levels, one (1) Hyper Tough standing light, one (1) 2-gallon gasoline canister. In addition, HBC has three (3) walkie talkies with charges, twenty (20) Miovision Scout pole-mounted traffic

Approach to Scope of Work

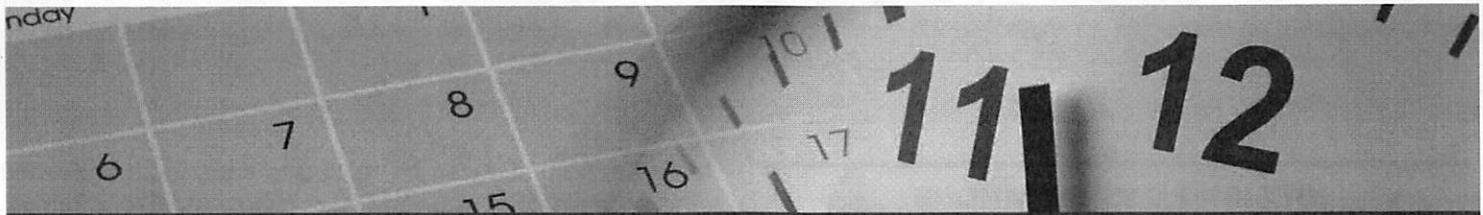
data collection cameras, eight (8) JAMAR Trax Apollyon tube traffic counters, two (2) JAMAR TDC Ultra Traffic Data Collectors, and one (1) Bushnell Speed Gun. In an effort to promote and ensure safety, HBC has hard hats, neon yellow reflective safety vests, traffic cones, traffic flags, gloves, ear plugs, and safety goggles.

PROPOSED SCHEDULE

Our Team of professionals is ready and available to begin working on this Project. During the next few weeks, some of our current projects will be near completion. This will allow our Team members to fully commit their time to the City's

Riverwalk North Seawall Replacement (P11722) Project. Other projects on our agenda will not start for another few months. Furthermore, we have coordinated with our subconsultants regarding their availability, and confirmed their commitment to this Project. To fulfill the City's needs, HBC has strategically selected highly qualified and experienced subconsultants and staff members that are committed to the successful delivery of this Project on time and within budget.

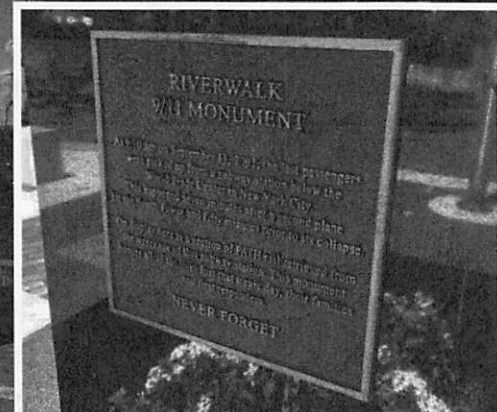
Based on our experience with this type of seawall projects, contract plans can be completed within four to six months. The following is a tentative schedule for the completion of this project.



PROPOSED SCHEDULE	
	Completion Date
Estimated Notice to Proceed	January 3rd, 2023
Survey and Hydrographic Survey	January 20th, 2023
Geotechnical - Soil Borings	January 20th, 2023
Environmental/Permitting	Ongoing
30% Contract Plans Design Phase Deliverable	Completion Date
30% Contract Plans to Army Corps of Engineers	February 24th, 2023
City Plans Review	March 17th, 2023
Geotechnical Report Submittal Deliverable	Completion Date
Geotechnical Report Submittal	March 31st, 2023
90% Contract Plans Design Phase Deliverable	Completion Date
90% Contract Plans to Army Corps of Engineers	May 26th, 2023
City Plans Review	June 16th, 2023
Public Outreach Presentation	June 23rd, 2023
100% Contract Plans Design Phase Deliverable	Completion Date
100% Contract Plans to Army Corps of Engineers	June 30th, 2023
City Plans Review	July 14th, 2023
Final Signed and Sealed Contract Plans Documents Deliverable	Completion Date
Final Signed and Sealed Contract Plans Documents Submittal	July 31st, 2024
Project Duration	28 Weeks



Existing Condition



DESIGN CONSIDERATIONS

This City of Fort Lauderdale Riverwalk North Seawall Replacement (P11722) Project is located in the heart of Fort Lauderdale's downtown area within the Riverwalk Arts & Entertainment (A&E) District, which is Broward County's most popular destination for local residents, visitors, and tourists interested in experiencing diverse options for the enjoyment of recreational activities, exercise, arts and entertainment, shopping, dining, people watching, and nightlife.

UNDERSTANDING RIVERWALK

Riverwalk is a linear park with 10 parks and a shared-use walkway along the New Rive consisting of wide areas with brick pavers, hardscape and landscape features, and several amenities for pedestrians and bicyclists, including exercise stations and rentals for the enjoyment of various recreational activities. The Riverwalk is flanked by the New River on the south side and by art galleries, retail stores, dining and entertainment establishments, and condominiums on the north side. We will coordinate with all stakeholders, such as Riverwalk Trust, Downtown Development Authority, Broward Center for the Performing Arts, Riverwalk A&E District Consortium, Riverwalk Fort Lauderdale, and local area associations, businesses, and organizations.

HBC'S APPROACH

Our design will consider special events at Riverwalk throughout the year and will restrict construction operations during these dates. Impacts to the walkway will be incidental to the seawall replacement and will be minimized to the maximum extent possible to maintain the regular operations of all businesses and enjoyment of all patrons of the area. As a lesson learned from past similar projects, the contractor will be required to salvage any brick paver that needs to be

removed, so that it can be reused to save costs and avoid differences in color.

THE 911 EXISTING MONUMENT

The existing Riverwalk 911 Monument is in very close proximity to the proposed demolition and construction activities. Therefore, in order to ensure that the Riverwalk 911 Monument is preserved in its existing condition and not impacted by the demolition of the concrete catwalk and construction of the proposed seawall, fixed docks, floating docks, and amenities including electrical shore-tie pedestals and pier lighting fixtures, we will coordinate with the City of Fort Lauderdale and Broward County for agreement on a feasible and cost-effective solution to this critical issue. The temporary relocation of the Riverwalk 911 Monument to a safe location during demolition and construction activities is one option that will assure it is not impacted by said activities.

MAINTENANCE OF TRAFFIC (MOT)

Our Team's approach to Maintenance of Traffic (MOT) is to design a robust Temporary Traffic Control Plan (TTCP) that focuses on providing safe and efficient work zones, while maintaining pedestrian and bicyclist traffic and minimizing impacts to businesses, local residents, visitors, and tourists. During the design, we will coordinate with the City of Fort Lauderdale and local stakeholders for consensus on the proposed MOT approach. Our TTCP will ensure an accessible ADA-compliant pedestrian walkway. Signs directing pedestrians and bicyclists along the walkway and pedestrian Longitudinal Channelizing Devices (LCDs) will be provided to ensure a safe route for pedestrians and bicyclists during construction. Standard Plans 102-660, supplemented with pedestrian detour plans illustrating the work, will be used to safely accommodate pedestrian and bicyclist traffic along the work zone limits.



Existing Condition

DRAINAGE DESIGN CONSIDERATION

From our field visit and the existing record drawings and documents we researched, it was found that the current drainage system near the existing Riverwalk North Seawall consists of French drains, inlets, solid pipes, gravity wells, and an outfall for overflow discharge to the New River Canal.

A portion of the existing system was constructed over 20 years ago, connecting to the existing system and outfall at the time, as part of a development north of the seawall.

HBC'S ANALYSIS & DESIGN APPROACH

As an initial approach to the improvements of the existing stormwater facilities under this Riverwalk North Seawall Replacement Project, the proposed work along the existing concrete Riverwalk North Seawall will require the adjustment of the existing outfall, to allow for the new seawall structure to be constructed. A temporary outfall will be provided during construction. Subsequently, after we perform our drainage analysis and modeling using specialized computer software programs such as Hydrologic Engineering Centers River Analysis System (HEC-RAS) and Interconnected Channel and Pond Routing (ICPR) Model, a potentially better location for the outfall will be established. Moreover, some existing drainage inlets located within the work area might be affected during construction and might be modified or replaced. Coordination with the South Florida Water Management District (SFWMD) will be required for an Environmental Resource Permit (ERP), pursuant to Florida Statutes, or Rule 62-330.051(5)(d) of the Florida Administrative Code. The existing Riverwalk North Seawall serves as a docking facility, which is located on state-owned Sovereign Submerged Lands (SSL). The activities are authorized under an existing SSL lease found in the Board of Trustees (BOT) File No. 060024586. Furthermore, coordination for the Section 408 Program with the Florida Department of Environmental Protection (FDEP) for the United

States Army Corps of Engineers (USACE) will be necessary, due to the Project location and type of work to be developed.

EXISTING DRAINAGE CONDITIONS

Historically, no general ponding issues appear to occur, but some areas adjacent to the Project show depression and settlement as a result of apparent subsurface deficiencies. This condition is allowing some of the stormwater flow to travel to the subsurface, increasing the potential for greater structural and drainage issues. HBC's Team will analyze the conditions of the existing systems and network to determine if a new location for some of the stormwater facilities is necessary. Because of the aging of the system, the two existing drainage wells will likely need redevelopment and their associated structures will be analyzed for further improvements. With the proposed improvements along the seawall, adjacent walkway areas, and drainage system, the runoff water will be properly conveyed to the French drains and wells, as the system is intended.

POLLUTION PREVENTION

As a standard requirement, the existing drainage inlets within the Project area will be protected from pollution during construction. HBC will develop and enforce an effective Stormwater Pollution Prevention Plan (SWPPP) to ensure that stormwater is not polluted by construction activities. The HBC Team also recommends a desiltation of the existing system, in addition to the improvements to the existing facilities, to improve the stormwater capacity.

COORDINATION WITH CITY

The HBC Team will contact the City of Fort Lauderdale and Broward County at the very early stages of the Project for any other concerns or planned improvements adjacent to the Riverwalk area that may impact the existing conditions of the drainage system and may require coordination during design or construction.

SECTION

6

REFERENCES

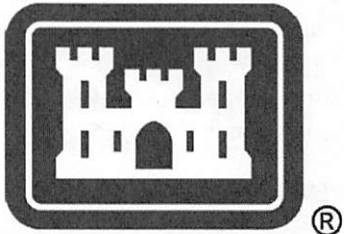


CITY OF FORT LAUDERDALE



Crandon Park Marina Boat Ramp Repairs

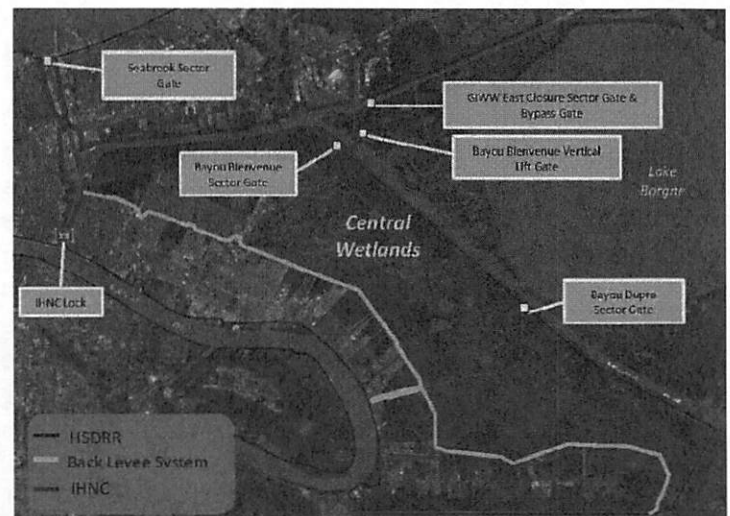
HBC REFERENCE 1: Roberto Rubio, MS, PE



Client Name: United States Army Corps of Engineers
Address: 7400 Leake Ave,
 New Orleans, LA 70118
Contact Person: Victor Zillmer
Telephone: (903) 520-8749
E-mail: victor@zillmerfarms.com
Completion Date: 2013
Construction Cost Est.: \$800 Million
Construction Cost Act.: \$1.3 Billion

DESCRIPTION OF WORK:

City of New Orleans Hurricane Risk Reduction Project



Lead engineer for the design of the pivot structure for the new 150 ft long by pass floating gate or swing gate at the Gulf Intracoastal Waterway (GIWW). The gate is located within the new 1.8 mile long surge barrier built after hurricane Katrina. Design of reinforced concrete pivot column and structural steel pivot arm, equipped with built-in mechanisms to allow all 6 nautical movements of the floating gate, before is locked in

CAM #22 0852

the on or open position. Design of connection/anchorage of pivot arm to floating gate. Design of various ancillary structures including: piers for support of the gate in the open position, temporary fixed gate, temporary dock for remote concrete batch plant, concrete and steel staircases, ladders, and platforms. Specifications package. QC of massive reinforced concrete foundation mat or cap above 300 plus prestressed concrete piles to support the gate in the closed position, and design of the precast concrete floating swing gate with multiple partitions to progressively water ballast the gate in the closed or open position supports.

HBC REFERENCE 2: Roberto Rubio, MS, PE



Client Name: Monroe County, Florida
Address: 1100 Simonton St., Room 2-216
 Key West, FL 33040
Contact Person: Steve Sanders
Telephone: (305) 295-4338
E-mail: sanders-steven@monroecounty-fl.gov
Completion Date: 2019
Construction Cost Est.: \$1.5 Million
Construction Cost Act.: \$2 Million

DESCRIPTION OF WORK:

On Call Professional Engineering Services

Design, Rehabilitation and Repairs of timber boat docks and reinforced concrete boat ramps across the Florida Keys. Included geometric design and attachment of articulating block mats to prevent canal bed erosion due to boat propellers. Included design and selection of aluminum ladders, mooring piles, fenders, and cleats.

- Big Pine Key, emergency services boat dock reconstruction, existing pile capacity assesment, access ramp, rubble rip rap slope protection, and fencing
- Big Pine Key, structural design of new architectural welcome signs at the north and south ends
- Harry Harris Beach and Park, Tavernier Key, boat dock and boat ramps reconstruction

- Little Torch Key, boat docks reconstruction and reinf. concrete boat ramp repairs
- Big Coppitt Key new reinforced concrete finger pier and concrete boat ramp repairs

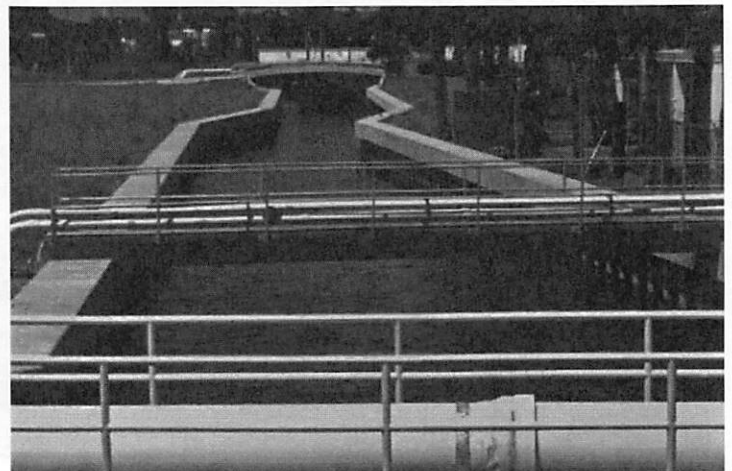
HBC REFERENCE 3: Miguel Villegas, PE



Client Name: Ft. Pierce, Florida
Address: 100 N. U.S. Highway 1
 P.O. Box 1480
 Fort Piece, FL 34950
Contact Person: Jack Andrews, PE
Telephone: (772) 467-3773
E-mail: Jandrews@city-ftpierce.com
Completion Date: 2018
Construction Cost Est.: \$1.2 Million
Construction Cost Act.: \$1.35 Million

DESCRIPTION OF WORK:

H.D. King Seawall Replacement



This project consisted of designing of a total of 1000 LF of concrete seawall to replace existing on both sides of Moore's Creek Canal.

HBC REFERENCE 4: Miguel Villegas, PE

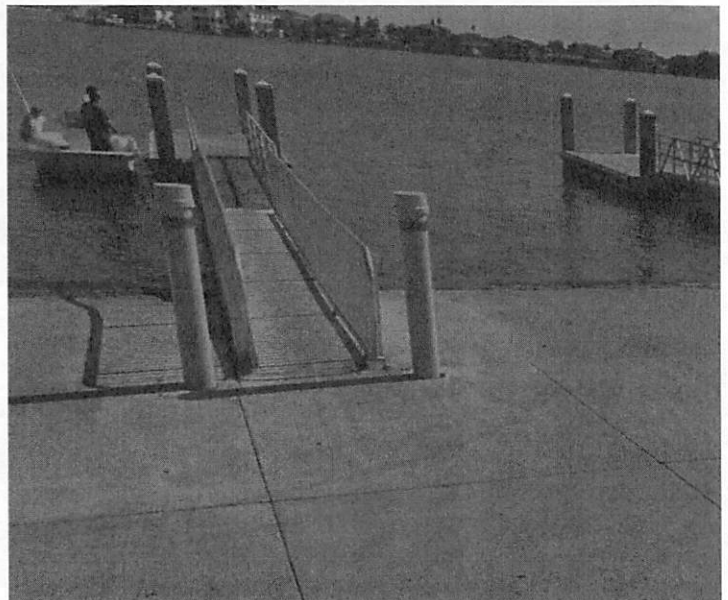
Client Name: Naples Streets and Stormwater Dept.
Address: 295 Riverside Circle
 Naples, Florida 34102
Contact Person: Greg Strakaluse, PE
Telephone: (239) 213-5000
E-mail: gstrakaluse@naplesgov.com
Completion Date: 2018
Construction Cost Est.: \$2.8 Million
Construction Cost Act.: \$3 Million

DESCRIPTION OF WORK:**Gordon River Connector Bridge and Boardwalks**

This project consisted of designing a three span prestressed concrete bridge over Gordon river. In addition, IPE wood boardwalks were designed at bridge approaches in highly sensitive protected mangrove areas. Both boardwalks and bridge had LED lighting along stainless steel railing.

HBC REFERENCE 5: Miguel Villegas, PE

Client Name: Pinellas County
Address: 14 South Fort Harrison Ave.
 Clearwater, FL
Contact Person: Tim Clark
Telephone: (727) 464-4408
Completion Date: 2018
Construction Cost Est.: \$1.5 Million
Construction Cost Act.: \$1.6 Million

DESCRIPTION OF WORK:**Belleair Ramp Courtesy Dock Facility Reconstruction**

This project consisted of the design of a fixed pile supported concrete pier and the reconstruction of a system of floating platforms. These new platforms were custom designed to be installed through existing concrete piles.

SECTION

7

MINORITY/ WOMEN (M/WBE) PARTICIPATION



CITY OF FORT LAUDERDALE



Crandon Park Marina Boat Ramp Repairs



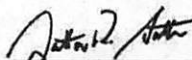
CAM #23-0852



State of Florida
Minority Business Certification

HBC ENGINEERING COMPANY

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/19/2021 to 01/19/2023


Jonathan R. Suter, Secretary
Florida Department of Management Services

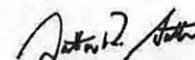


Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32399
850-487-0913
www.dms.myflorida.com/osd

State of Florida
Minority Business Certification

Tierra South Florida, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/17/2021 to 09/17/2023


Jonathan R. Suter, Secretary
Florida Department of Management Services

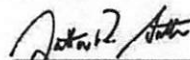


Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32399
850-487-0913
www.dms.myflorida.com/osd

State of Florida
Minority Business Certification

Milian, Swain & Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/21/2020 to 12/21/2022


Jonathan R. Suter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 300
Tallahassee, FL 32399
850-487-0913
www.dms.myflorida.com/osd

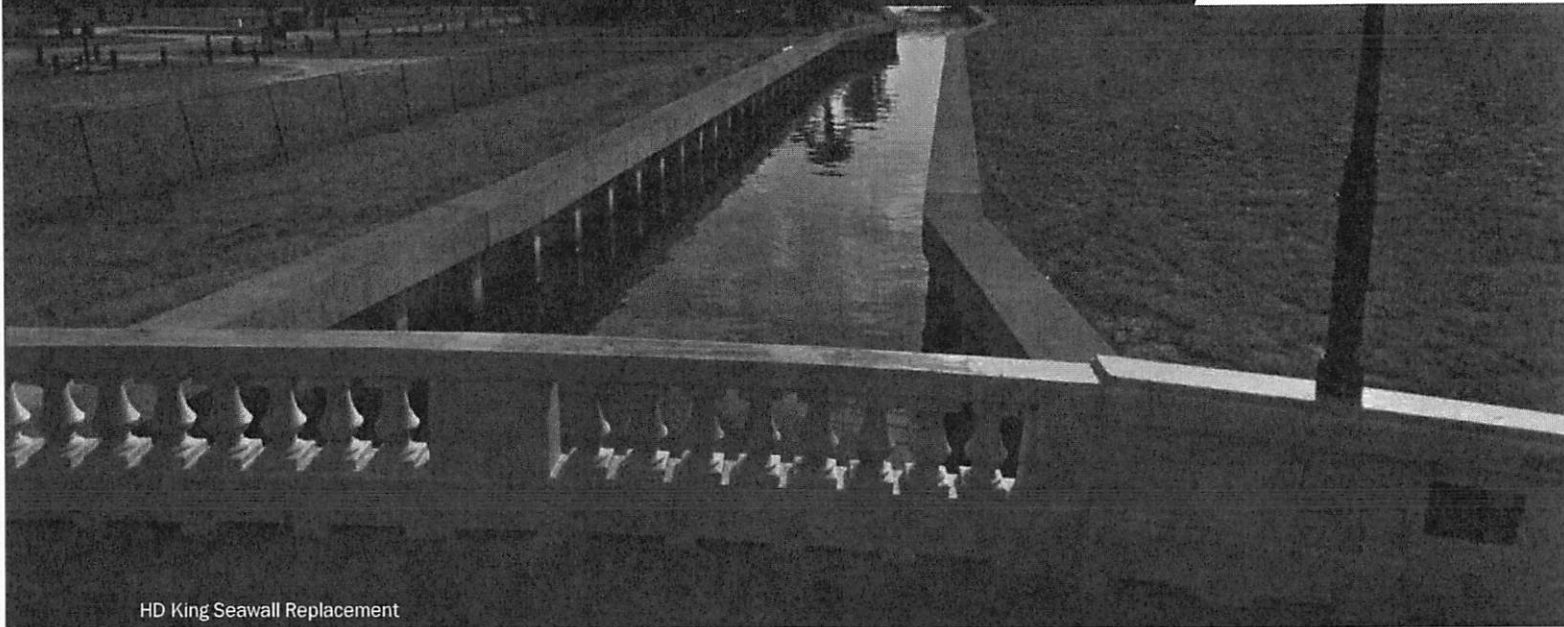
SECTION

8

SUB-CONSULTANTS



CITY OF FORT LAUDERDALE



HD King Seawall Replacement

TIERRA SOUTH FLORIDA, INC. (TSF)



**TSF is a State of Florida certified
Minority Business Enterprise (MBE).**

**Tierra South Florida, Inc. will provide
the City with the Geotechnical Testing and
Report services required for this Project.**



HBC has selected **Tierra South Florida, Inc. (TSF)** to provide the City of Fort Lauderdale with the Geotechnical Testing and Report services required for this Project. TSF is a State of Florida certified Minority Business Enterprise (MBE) and long-time HBC partner that has consistently provided effective and efficient geotechnical services on numerous and diverse projects. TSF is a full-service

consulting geotechnical engineering, construction materials testing, and inspections firm with the capability to provide test borings, engineering analyses and reports, AutoCAD and MicroStation plan sheets, laboratory soils testing, and Construction Engineering Inspection (CEI) services. TSF's President, **Raj Krishnasamy, MS, PE**, has over 35 years of experience, works out of TSF's main office in West Palm Beach, and will serve the role of *Geotechnical Engineer*. **Kumar Vedula, PE**, has over 26 years of experience, works out of TSF's main office in West Palm Beach, and will serve the role of *Geotechnical Engineer*.

CHEN MOORE AND ASSOCIATES, INC. (CMA)

**Chen Moore and Associates, Inc. will provide
the City with the Environmental Permitting, Natural
Resources/Species Evaluation, and Landscape
Architecture services required for this Project.**



HBC has selected **Chen Moore and Associates, Inc.** to provide the City of Fort Lauderdale with the Environmental

CAM #22-0852

Permitting, Natural Resources/Species Evaluation, and Landscape Architecture services required for this Project. CMA is a multidisciplinary firm with several branch offices throughout Florida and a main office in Fort Lauderdale that specializes in civil engineering, water resources, water and sewer, landscape architecture, irrigation, electrical engineering, transportation, planning, environmental engineering, and construction administrative services. **Brian Voelker, MS, SPWS, CA, CLI**, has over 25 years of experience, works out of CMA's main office in Fort Lauderdale, and will provide the *Environmental Permitting services*. **Daniel E. Davila, PE**, has over 23 years of experience, works out of CMA's main office in Fort Lauderdale, and will provide the *Environmental Permitting services*. **Cristobal Betancourt, PLA, AICP**, has over 27 years of experience, works out of CMA's main office in Fort Lauderdale, and will serve the role of *Landscape Architect*. **Eric Harrison, PLA**, has over 19 years of experience, works out of CMA's main office in Fort Lauderdale, and will serve the role of *Landscape Architect*.

MILIAN, SWAIN & ASSOCIATES, INC. (MSA)



MSA is a State of Florida certified Minority Business Enterprise (MBE).

Millian, Swain & Associates, Inc. will provide the City with the Sea Level Rise expertise required for this Project.



Millian, Swain & Associates, Inc.

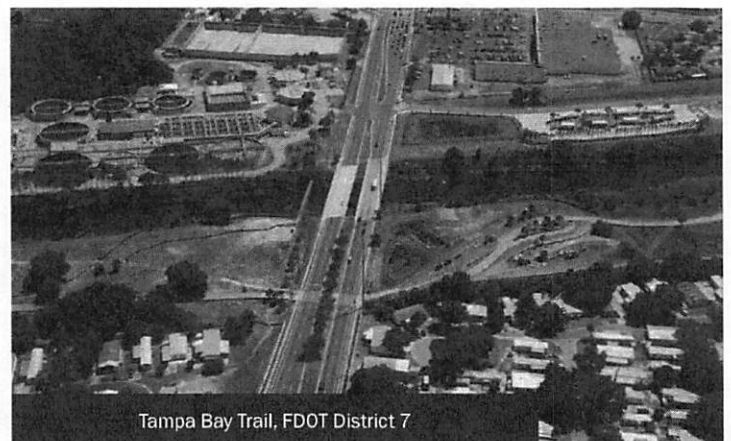
HBC has selected **Millian, Swain & Associates, Inc.** to provide the City of Fort Lauderdale with the Sea Level Rise expertise required for this Project. MSA is a State of Florida certified Minority Business Enterprise (MBE) with a diverse workforce and a proven commitment to affirmative action. MSA is a multidisciplinary firm established in Miami-Dade County in 1989 that specializes in civil and environmental engineering. MSA's principals and staff recognize the threat Sea Level Rise poses to low-lying coastal areas and have been working towards remediation diligently. MSA's President, **Arsenio Milian, MS, PE**, has over 50 years of experience as a Civil Engineer, works out of MSA's main office in Miami, and will serve the role of expert *Sea Level Rise consultant*. Arsenio is a former board member of the

South Florida Water Management District (SFWMD) and was an appointed participant in the Sea Level Rise Task Force of Miami-Dade County. Arsenio will provide his expertise in selecting effective adaptation measures to mitigate the hazards and risks posed by Sea Level Rise and progressive flooding on low-lying coastal areas like the City of Fort Lauderdale. **Michael Landrum, REM**, has over 39 years of experience as an Environmental Scientist, works out of MSA's main office in Miami, and will serve the role of *Sea Level Rise consultant*. **Gabriel Millan, MS, PE, ENV SP, LEED Green Associate**, has over 20 years of experience as a Civil and Environmental Engineer, works out of MSA's main office in Miami, and will serve the role of *Sea Level Rise consultant*.

GPI GEOSPATIAL, INC. (GPI)

GPI Geospatial, Inc. will provide the City with the Topographic and Hydrographic Surveying services required for this Project.

HBC has selected **GPI Geospatial, Inc.** to provide the City of Fort Lauderdale with the Topographic and Hydrographic Surveying services required for this Project. GPI is a long-time HBC partner with numerous offices throughout the United States of America that has established itself as a premier provider of geospatial solutions for over 47 years. GPI's mission is to map the foundation for infrastructure improvements that enhance the connectivity between people and communities. It is GPI's vision to be the most trusted provider of precision mapping, imagery, Light Detection and Ranging (LiDAR), and surveying services within the transportation, planning, design, construction, and government communities. **Julio Delgado, PSM**, has over 25 years of experience, works out of GPI's branch office in Doral, and will serve the role of *Professional Surveyor and Mapper (PSM)*. **Frank Paruas, PSM**, has over 22 years of experience, works out of GPI's branch office in Doral, and will serve the role of *Professional Surveyor and Mapper (PSM)*.



Tampa Bay Trail, FDOT District 7

9

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

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).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
INSURED HBC Engineering Company 8935 NW 35th Ln Suite 201 Doral, FL 33172	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company A+ (XV) 30104	
	INSURER B: Nutmeg Insurance Company 39608	
	INSURER C: Hartford Casualty Insurance Company A+ (XV) 29424	
	INSURER D: Scottsdale Insurance Company 41297	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			42SBUAR1PX5	2/21/2022	2/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UEGAE9618	2/21/2022	2/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42SBUAR1PX5	2/21/2022	2/21/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			42WEGAR1R60	2/21/2022	2/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			PZS0000050	2/21/2022	2/21/2023	Per Claim 1,000,000
D	Professional Liabili			PZS0000050	2/21/2022	2/21/2023	Aggregate 4,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

Local Business Preference Certification

Fort Lauderdale



CITY OF FORT LAUDERDALE



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022	
Business Tax Division 700 NW 19TH AVE. FORT LAUDERDALE, FL 33311 (954) 828 - 5195	
Business ID:	BL-1803157
Business Name:	COKER.ADEBAYO
Business Address:	5200 NW 33 AVE #211
COKER.ADEBAYO 8935 NW 35 LN # 201 DORAL FL 33172	
TAX CATEGORIES 408800 ENGINEER	
Contact:	COKER.ADEBAYO
Business Email:	Acoker@Hbcengineeringco.com
<ul style="list-style-type: none">This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.If you have closed or moved out of the city, please email business@fortlauderdale.gov, and include the Business ID #.A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.If you have sold your business, please email a copy of the Bill of Sale to business@fortlauderdale.gov, and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.	
Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.	
700 NW 19TH AVE. Fort Lauderdale, FL 33311 TEL 954 828 5195 WWW.FORTLAUDERDALE.GOV	

Disadvantaged Business Enterprise Preference Certification

of Fort Lauderdale



CITY OF FORT LAUDERDALE



Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3190

March 15, 2022

Adebayo Coker
HBC Engineering Company DBA N/A
8935 NW 35th Lane, Ste. 201
Doral, FL 33172

Approval Date: March 9, 2022 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: May 31, 2023

Dear Adebayo Coker,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), 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://www3b.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/vendor-registration.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.

Sincerely,

Jeanise 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 541330: ENGINEERING SERVICES

CAM #22-0852

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.

NAME

RELATIONSHIPS

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

President

Title

Adebayo Coker, PE

Name (Printed)

09-06-2022

Date

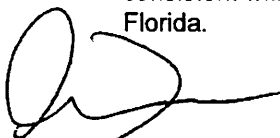
**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor 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 Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor 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.



Authorized Signature

Adebayo Coker, PE, President
Print Name and Title

09-06-2022

Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12716-626

Consultant Services for Riverwalk North
Seawall Replacement (P11722)

Project Description:

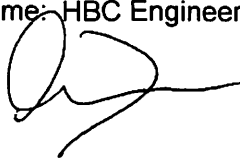
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (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: HBC Engineering Company

Authorized Company Person's Signature:



Authorized Company Person's Title: Adebayo Coker, PE, President

Date: 09-06-2022

9/15/2020

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 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.

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

HBC Engineering Company
Company Name

Adebayo Coker
Name (Printed)

October 4, 2022
Date


Signature

President
Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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) **HBC Engineering Company**

EIN (Optional): **22-3936061**

Address: **8935 NW 35th Lane, Suite 201**

City: **Doral**

State: **Florida**

Zip: **33172**

Telephone No.: **(305) 232-7932**

FAX No.: **(305) 232-7933**

Email: **acoker@hbcengineeringco.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **N/A**

Total Bid Discount (section 1.05 of General Conditions): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (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>
1	09-06-2022	2	09-23-2022		
1	09-19-2022				

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. **You must also click the "Take Exception" button.**

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.

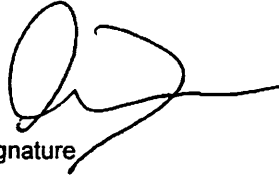
Submitted by:

Adebayo Coker, PE

Name (printed)

09-23-2022

Date



Signature

President

Title

Revised 4/28/2020

**Addendum # 1 - made on Sep 06, 2022 12:00:37 PM EDT**

Previous Bid End Date: Sep 13, 2022 2:00:00 PM EDT **New Bid End Date:** Sep 27, 2022 2:00:00 PM EDT
Description/Bid Comments: (Information was added)

Addendum # 2 - made on Sep 23, 2022 3:26:43 PM EDT

Previous Bid End Date: Sep 27, 2022 2:00:00 PM EDT **New Bid End Date:** Oct 04, 2022 2:00:00 PM EDT
Description/Bid Comments: (Information was added)

Addendum # 3 - made on Oct 03, 2022 11:08:33 AM EDT

Previous Bid End Date: Oct 04, 2022 2:00:00 PM EDT **New Bid End Date:** Oct 12, 2022 2:00:00 PM EDT
Description/Bid Comments: (Information was added)

Change made on Sep 19, 2022 9:40:42 AM EDT

Description/Bid Comments: (Information was added)
New Documents: 12716-626.ADDENDUM NO. 1.9-19-2022.pdf

BID NO. 12716-626
CONSULTANT SERVICES FOR RIVERWALK NORTH SEAWALL
REPLACEMENT (P12708)

ADDENDUM NO. 1

ISSUED: September 19, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the Bid Proposal Certification Page.


REPLACE: Replace Page 24 with the attached Addendum 1.
Section 5.2.3 (Weighted Criteria) has been revised.

All other terms, conditions, and specifications remain unchanged.

Maurice Lewis, MBA, P2P03
Senior Procurement Specialist

Company Name: HBC Engineering Company

(please print)

Bidder's Signature: 

Date: 09-19-2022

5.2.3 Weighted Criteria

<u>Criteria</u>	<u>Percentage</u>
Qualifications of firm: To include years of experience, licenses, insurance, other pertinent information.	25
Qualification of Project Team: To include personnel to be used for the project, project manager, sub-consultants, joint ventures.	25
Approach to Scope of Work To include planned M/WBE participation efforts.	25
Previous Similar Projects; References	25
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

ADDENDUM 1

Page 24 of 25

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:

Adebayo Coker, PE

Name (printed)

09-06-2022

Date



Signature

President

Title

Revised 4/28/2020

7:14 PM

03/02/21

Cash Basis

HBC ENGINEERING COMPANY
Balance Sheet
As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
AMERANT Bank MM 5512	380,827.17
Amerant Biz PPP Acct - 5006	135,255.00
BofA Biz Advtg SAVINGS -6610	201,595.11
BofA Operating 5906	470.94
BofA Payroll - 5867	89,933.60
BofA Petty Cash - 3785	351.47
Total Checking/Savings	808,433.29
Other Current Assets	
Continental Bank	500.00
Total Other Current Assets	500.00
Total Current Assets	808,933.29
Fixed Assets	
Accumulated Depreciation	-358,813.88
Fixed Asset	
Computers & Equipment	18,272.48
Furniture	61,838.26
Printer	12,352.79
Projector	755.40
Total Fixed Asset	93,218.93
Property, Plan & Equipment	
Drone Cameras	1,048.47
Leasehold Improvements	3,250.00
Systems-Software	114,055.30
Traffic Cameras	97,104.82
TV	1,282.80
Vehicles	
2007 F-150	6,800.00
2008 Ford PICK-UP	5,900.00
2012 Ford F-150 PICK-UP	10,100.00
2018 TOYOTA Highlander	42,096.00
2018 TOYOTA Tacoma	28,013.69
Total Vehicles	92,909.69
Total Property, Plan & Equipment	309,651.08
Total Fixed Assets	44,056.13
Other Assets	
Deposits	
Deposit Rent	10,434.64
Total Deposits	10,434.64
Total Other Assets	10,434.64
TOTAL ASSETS	863,424.06
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex Buss Plat 12006	134.09
BofA Biz Adv Travel Rwds -5876	11,726.36
Total Credit Cards	11,860.45

7:14 PM

03/02/21

Cash Basis

HBC ENGINEERING COMPANY**Balance Sheet****As of December 31, 2020**

	<u>Dec 31, 20</u>
Other Current Liabilities	
Payroll Liabilities	
ADP RS 401k	
Claudia S. Bernal	253.82
Damian Reyes 401K	80.00
Daniel Rodriguez 401K	30.78
David A Coker - 401k	84.61
David J. Perez 401K	109.60
Derrek O. Okosun - 401k	300.00
Edgardo Diaz 401K	969.24
Gregory Prytyka 401K	251.92
Hernan Lugo 401K	259.60
Norton Nieves 401K	215.49
Orlando R. Penate 401K	138.46
Total ADP RS 401k	<u>2,693.52</u>
Federal Taxes (941/944)	34,010.06
Federal Unemployment (940)	521.42
FL Unemployment Tax	1,001.86
Gap Insurance	<u>1,574.02</u>
Total Payroll Liabilities	<u>39,800.88</u>
Total Other Current Liabilities	<u>39,800.88</u>
Total Current Liabilities	<u>51,661.33</u>
Long Term Liabilities	
PPP Loan	<u>635,200.00</u>
Total Long Term Liabilities	<u>635,200.00</u>
Total Liabilities	<u>686,861.33</u>
Equity	
Capital Stock	100.00
Opening Balance Equity	-60.89
Retained Earnings	1,736.92
Shareholder Distributions	0.00
Net Income	<u>174,786.70</u>
Total Equity	<u>176,562.73</u>
TOTAL LIABILITIES & EQUITY	<u><u>863,424.06</u></u>

7:13 PM

HBC ENGINEERING COMPANY**Profit & Loss**

03/02/21

January through December 2020

Cash Basis

	Jan - Dec 20
Ordinary Income/Expense	
Income	
Consulting Income	4,278,820.21
Design Income	811,403.97
Refunds & Allowances	-0.02
Total Income	5,090,224.16
Cost of Goods Sold	
Subcontracted Services	
Sub Serv CA133- SR7/ US 441 Tra	126,463.52
Sub. Serv C9T14-D.W Misc Design	
Task# 10(Mast Arm @NE 125 & 10)	3,878.90
Task# 2 (SR 90/SW 8th & 147 Ave	1,801.19
Task# 5 (Post Design SR90/SW 8	1,118.24
Task# 6 (25/NW 36 St btw NW 19A	5,089.66
Task# 7 (SR 933/NW 12 Ave @ 19	7,011.64
Task# 8 (SR 944/NW 54 st @ 14Av	468.68
Task# 9(SR7/NW 7th Ave@ NW 19th	5,990.01
Total Sub. Serv C9T14-D.W Misc Design	25,358.32
Subcon Serv- Fire Station (C/M)	
Bonfill and Associates	3,978.00
BOTAS Eng. Inc.	11,065.88
Total Subcon Serv- Fire Station (C/M)	15,043.88
Subcon. Serv C9S97-D.W.Lighting	53,023.50
Subcontracted Services- NE 2nd	13,172.10
Subcontracted Services - Other	4,218.08
Total Subcontracted Services	237,279.40
Total COGS	237,279.40
Gross Profit	4,852,944.76
Expense	
Advertising and Promotion	
Recruitment Advertising	700.00
Total Advertising and Promotion	700.00
Automobile Expense	
Fuel	
Fuel CC #11008 Amex	474.12
Fuel CC #3859 *Damian	1,034.65
Fuel CC #5876	309.60
Fuel CC #8703 *Elena (New.CC)	682.74
Fuel CC #9599	219.86
Fuel Reimbursement/Cash	96.45
Total Fuel	2,817.42
Maintenance & Repairs	
Ford F-150 2007	2,320.35
Ford F-150 2008	1,761.95
Ford F-150 2012	616.40
Mercedes Benz	429.75
Nissan Armada	1,711.50
Total Maintenance & Repairs	6,839.95
Mileage Reimbursement	
PINNACLE	411.71
Mileage Reimbursement - Other	699.92
Total Mileage Reimbursement	1,111.63

7:13 PM

HBC ENGINEERING COMPANY

03/02/21

Profit & Loss

Cash Basis

January through December 2020

	Jan - Dec 20
Tag & Registration	328.35
Total Automobile Expense	11,097.35
Bank Service Charges	3,225.45
Business Development	1,011.30
Charitable Contributions	10,127.00
Computer and Internet Expenses	
Computer Hardware	15,401.84
Software Programs	103,111.66
Website Expenses	149.47
Total Computer and Internet Expenses	118,662.97
Depreciation Expense	23,343.00
Dues and Subscriptions	2,266.01
Education/Certification	14,919.75
Insurance Expense	
Auto Insurance	18,280.00
Commercial Umbrella	2,468.72
Gap Insurance	0.00
General Liability Insurance	722.52
Health Insurance	110,728.61
Professional Liability	18,508.25
Property Insurance	2,125.17
Worker's Compensation	12,410.47
Total Insurance Expense	165,243.74
Interest Expense	11.28
Licenses & Permits	1,606.22
Office Expense	3,077.28
Office Supplies	7,260.41
Parking & Tolls	
TOLL	2,100.00
Parking & Tolls - Other	72.29
Total Parking & Tolls	2,172.29
Payroll Expenses	
Employer Taxes	0.00
Officer Compensation	447,981.60
Wages	3,263,449.82
Total Payroll Expenses	3,711,431.42
Payroll Taxes	
Fica	218,524.45
Futa	2,311.82
Mica	52,176.99
SUTA	12,291.20
Total Payroll Taxes	285,304.46
Political Contributions	15,900.00
Postage and Delivery	172.86
Printing and Reproduction	4,044.53
Professional Event	2,000.00
Professional Fees	
Accountants	10,500.00
Bookkeeping	750.00
Consulting Fees	38,309.51

7:13 PM

HBC ENGINEERING COMPANY**Profit & Loss**

03/02/21

January through December 2020

Cash Basis

	Jan - Dec 20
Engineering Service	
BERT Beach North	250.00
Proposal Write Up Fees	600.00
Rickenbacker Causeway	2,855.00
Traffic Model - Okeechobee	250.00
Engineering Service - Other	450.00
Total Engineering Service	4,405.00
Government Relation Services	39,996.00
Immigration Fee	4,920.00
IT Support	20,106.49
Legal	845.00
Payroll Service fee	4,992.02
Traffic Data Collection	964.32
Total Professional Fees	125,788.34
Relocation Expense	4,886.20
Rent Expense	
Boca Raton Office	18,323.02
Ft. Lauderdale Office, 5200-211	19,646.79
Jakdak Ent. Inc (Doral Ste# 201	114,781.04
Total Rent Expense	152,750.85
Repairs and Maintenance	187.25
Sub-Contractor	0.00
Telephone Expense	
Cell Phone	3,462.34
Office Phones	15,909.46
Phone -Inspectors	
PINNACLE Field Inspector Phone	540.00
Total Phone -Inspectors	540.00
Total Telephone Expense	19,911.80
Travel Expense	
Airfare Expense	6,080.80
Hotel Expense	1,736.22
OOT Meals Expense	39.17
Taxi Expense	45.15
Total Travel Expense	7,901.34
Uniform Expense	700.49
Utilities	
FPL	1,181.77
Internet HighSpeed	9,221.77
Total Utilities	10,403.54
Total Expense	4,706,107.13
Net Ordinary Income	146,837.63
Other Income/Expense	
Other Income	
Interest Income	2,215.45

7:13 PM

03/02/21

Cash Basis

HBC ENGINEERING COMPANY**Profit & Loss**

January through December 2020

	Jan - Dec 20
Other Income	
FFCRA Credits	2,810.73
Gain on Disposition of Asset	8,010.62
Rewards and Points	1,311.00
Other Income - Other	13,601.27
Total Other Income	25,733.62
Total Other Income	27,949.07
Net Other Income	27,949.07
Net Income	174,786.70

4:20 PM

04/20/22

Cash Basis

HBC ENGINEERING COMPANY**Balance Sheet****As of December 31, 2021**

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
AMERANT Bank MM 5512	55,994.58
Amerant Biz PPP Acct - 5006	5,090.00
BofA Biz Advtg SAVINGS -6610	2,646.54
BofA Operating 5906	62,995.50
BofA Payroll - 5867	48,440.26
BofA Petty Cash - 3785	369.86
Total Checking/Savings	175,536.74
Other Current Assets	
Continental Bank	500.00
Shareholder Loans	
Adebayo Coker Loan	230,461.75
Edgardo Diaz Loan	48,220.00
Happiness Oboh-Coker Loan	32,146.67
Total Shareholder Loans	310,828.42
Total Other Current Assets	311,328.42
Total Current Assets	486,865.16
Fixed Assets	
Accumulated Depreciation	-370,623.88
Fixed Asset	
Computers & Equipment	18,272.48
Furniture	61,838.26
Printer	12,352.79
Projector	755.40
Total Fixed Asset	93,218.93
Property, Plan & Equipment	
Drone Cameras	2,407.45
Leasehold Improvements	3,250.00
Systems-Software	114,055.30
Traffic Cameras	97,104.82
TV	1,282.80
Vehicles	
2007 F-150	6,800.00
2012 Ford F-150 PICK-UP	10,100.00
2018 TOYOTA Highlander	42,096.00
2018 TOYOTA Tacoma	28,013.69
TACOMA 2022 - 037484	35,738.81
TACOMA 2022 - 037884	35,537.77
Total Vehicles	158,286.27
Total Property, Plan & Equipment	376,386.64
Total Fixed Assets	98,981.69
Other Assets	
Deposits	
Deposit Rent	10,434.64
Total Deposits	10,434.64
Total Other Assets	10,434.64
TOTAL ASSETS	596,281.49

4:20 PM

04/20/22

Cash Basis

HBC ENGINEERING COMPANY

Balance Sheet

As of December 31, 2021

	Dec 31, 21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex Buss Plat 12006	18,596.16
BofA Biz Adv Travel Rwns -5876	5,233.54
BofA Line of Credit - 277297	100,000.00
Total Credit Cards	123,829.70
Other Current Liabilities	
Payroll Liabilities	
Federal Taxes (941/944)	22,394.40
Federal Unemployment (940)	595.41
FL Unemployment Tax	1,626.69
Total Payroll Liabilities	24,616.50
Total Other Current Liabilities	24,616.50
Total Current Liabilities	148,446.20
Long Term Liabilities	
Loan BLK Tacoma 37484	29,738.81
Loan Wht Tacoma 37884	29,537.77
PPP Loan	635,200.00
Total Long Term Liabilities	694,476.58
Total Liabilities	842,922.78
Equity	
Capital Stock	100.00
Opening Balance Equity	-60.89
Retained Earnings	811,723.62
Net Income	-1,058,404.02
Total Equity	-246,641.29
TOTAL LIABILITIES & EQUITY	596,281.49

4:20 PM

04/20/22

Cash Basis

HBC ENGINEERING COMPANY
Profit & Loss
 January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Consulting Income	2,828,250.44
Design Income	1,043,440.15
DISCOUNTS	-1,183.96
Refunds & Allowances	-13.84
Total Income	3,870,492.79
Cost of Goods Sold	
Subcontracted Services	241,788.12
Total COGS	241,788.12
Gross Profit	3,628,704.67
Expense	
Advertising and Promotion	1,000.00
Automobile Expense	9,827.83
Bank Service Charges	2,202.00
Business Development	1,464.71
Charitable Contributions	5,110.00
Computer and Internet Expenses	115,023.44
Depreciation Expense	17,013.00
Dues and Subscriptions	6,154.14
Education/Certification	18,640.00
Insurance Expense	
Auto Insurance	17,161.24
COBRA	-3,246.90
Commercial Umbrella	2,441.49
General Liability Insurance	784.51
Health Insurance	121,261.91
Professional Liability	26,182.65
Worker's Compensation	9,441.55
Total Insurance Expense	174,026.45
Interest Expense	2,094.02
Licenses & Permits	2,625.51
Office Expense	12,001.45
Office Supplies	12,217.48
Parking & Tolls	2,511.38
Payroll Expenses	
Officer Compensation	447,889.60
Wages	3,151,093.57
Total Payroll Expenses	3,598,983.17
Payroll Taxes	286,561.63
Political Contributions	7,000.00
Postage and Delivery	241.45
Printing and Reproduction	587.67
Professional Event	3,949.00
Professional Fees	
Accountants	9,700.00
Bookkeeping	500.00
Consulting Fees	10,575.44
Engineering Service	2,794.16

4:20 PM

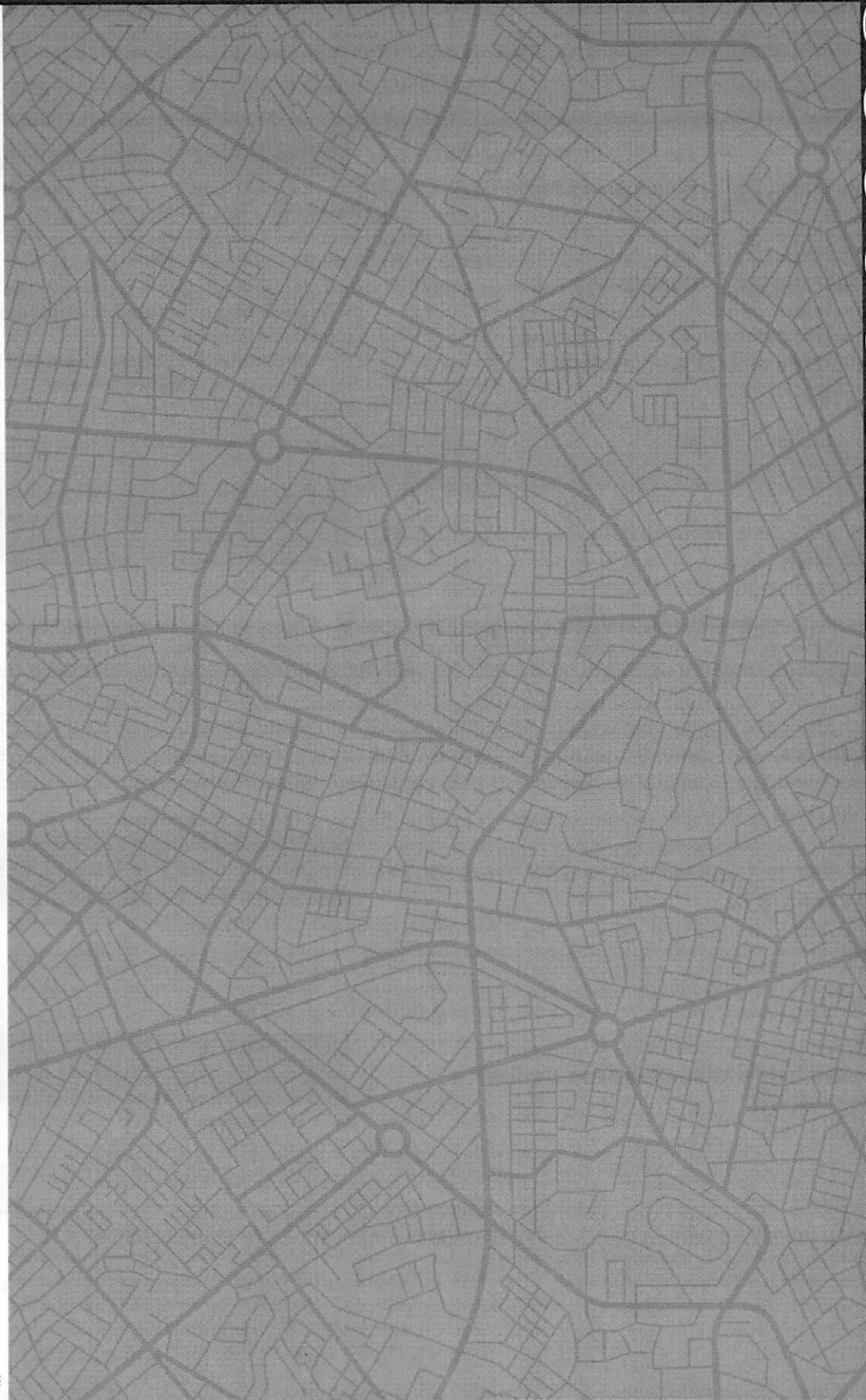
04/20/22

Cash Basis

HBC ENGINEERING COMPANY
Profit & Loss
 January through December 2021

	Jan - Dec 21
Government Relation Services	36,663.00
IT Support	27,870.34
Legal	354.00
Payroll Service fee	5,095.30
Recruitment	67,625.00
Traffic Data Collection	200.64
Total Professional Fees	161,377.88
Rent Expense	172,296.38
Repairs and Maintenance	581.60
Retirement Contribution	71,786.24
Telephone Expense	8,776.44
Travel Expense	6,226.19
Uniform Expense	90.00
Utilities	9,221.06
Total Expense	4,709,590.12
Net Ordinary Income	-1,080,885.45
Other Income/Expense	
Other Income	
Interest Income	1,433.84
Other Income	
Rewards and Points	2,905.89
Other Income - Other	21,096.70
Total Other Income	24,002.59
Total Other Income	25,436.43
Other Expense	
Loss From Disposition of Assets	197.00
Settlement Arbitration	2,758.00
Total Other Expense	2,955.00
Net Other Income	22,481.43
Net Income	-1,058,404.02

Net Amount shown
 was offset with the
 PPLoan for
 employee retention
 during Covid-19.



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Adebayo Coker, PE	Principal in Charge	a. TOTAL	b. WITH CURRENT FIRM
		28	13
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline)	
Bachelor of Science in Civil Engineering, Florida International University - 1992		Professional Engineer, Florida - No. 55322	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
Asphalt Paving Level I & II, CTQP QA/QC Manager, TTC Advanced #38977			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
SW 30th Ave. from Griffin Rd. to SW 45th St. 821 RRR Broward County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2019	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
a. Project Manager in charge of design for ADA compliance, widening to add sidewalk, lighting, minor drainage adjustments, MOT, and extensive utility coordination. Signalization improvements include new signal loops and assemblies, traffic signal heads, pedestrian signal heads and detectors, sign panels including internally illuminated signs, traffic controller assemblies, and new mast arm structures. Existing traffic controllers were modified with new concrete poles and aluminum pedestals.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
SR-858/Hallandale Beach Blvd. from SR-7 to Lakeshore Dr. Broward County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2019	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Adebayo Coker, PE, served as project manager for this FDOT project.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Districtwide Miscellaneous Design Consultant Miami-Dade County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	Ongoing	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
c. Adebayo, Served as Project Manager for Districtwide Scoping Contract. Developed project alternatives to satisfy the identified deficiencies or needs within various project corridors.		

d.	(1) TITLE AND LOCATION (<i>City and State</i>) Districtwide Resurfacing Scoping Reports, CA812 Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager for the design of various roadway restoration projects including minor reconstruction, signalization, widening, and intersection improvement projects.		
e.	(1) TITLE AND LOCATION (<i>City and State</i>) Civil Engineering Services for Misc. Projects Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager for the design of various miscellaneous civil engineering projects including minor drainage improvements, renovation of fire stations, renovation of parks, electrical room construction, building structural beam modification, Sidewalk and ADA upgrades, landscaping, etc. projects.		
f.	(1) TITLE AND LOCATION (<i>City and State</i>) Signalization & Utility Relocations, SR-821/ Homestead Extension of Florida's Turnpike (HEFT) from Sunset Dr. to SW 40th St./Bird Rd. Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	
	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Served as Design-Build Project Manager for signalization design and improvements of ten (10) signalized intersections. Design included new signalization loops and assemblies, new and relocated traffic signal heads, pedestrian signal heads and detectors, sign panels including internally illuminated signs, video monitors, new and modified mast arm structures, and traffic controller assemblies. Also served as Project Manager for utility relocation of a 2,500 ft, 8-inch diameter water mainline and a 900 ft, 4-inch diameter sewer line. Project also involved utility coordination.		
g.	(1) TITLE AND LOCATION (<i>City and State</i>) Chute Road Relocation Phase II Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2017	
	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Served as Project Manager, providing traffic engineering support and conceptual design to the Port of Miami. The main challenge in this project was the extreme urgency to complete the work as required by the Port of Miami engineering staff. The challenge was successfully met by assigning the proper resources and working expeditiously to meet the deadlines without sacrificing quality. The work consisted of analyses of different roadway designs options to accommodate truck traffic.		
h.	(1) TITLE AND LOCATION (<i>City and State</i>) Shed B Traffic Circulation Plan Study Engineering Services Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2017	
	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Served as Project Manager, providing traffic engineering support and conceptual design to the Port of Miami. The main challenge in this project was the extreme urgency to complete the work as required by the Port of Miami engineering staff. The challenge was successfully met by assigning the proper resources and working expeditiously to meet the deadlines without sacrificing quality. The work consisted of analyses of different roadway designs options to accommodate truck traffic.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Miguel Villegas, PE	Project Manager and Structural Engineer	a. TOTAL 25	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Fort Lauderdale, FL			
16. EDUCATION (Degree and Specialization) Master of Science in Civil Engineering, University of South Florida Bachelor of Science in Civil Engineering, University of South Florida		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, FL - 68768	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
National Council of Examiners for Engineering and Surveying - No. 39125			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) SR-581 (Bruce B. Downs Blvd.) at SR-54 Pasco County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2022	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm Role: Structural Engineer/EOR. Intersection Improvement project which included analysis and design of strain pole systems supported on deep shaft foundations.		
b.	(1) TITLE AND LOCATION (City and State) Casuarina & Bucida Seawall Structural Assessments Tampa, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm Role: Structural Engineer/EOR. Structural condition assessment report of road adjacent seawalls.		
c.	(1) TITLE AND LOCATION (City and State) Waste Management Services - Temporary Sheet Piling at Trail Plaza Shopping Center - White Sands Source Removal Sarasota, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm Role: Structural Engineer/EOR. Design of a temporary steel sheeting system to protect existing building during adjacent excavation and removal of contaminated soils. Other services provided was vibration monitoring during installation and removal of sheeting.		
d.	(1) TITLE AND LOCATION (City and State) SR-10 (US-90) West James Lee Blvd. Okaloosa County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2020	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm Role: Structural Engineer/EOR. Intersection Improvement - Strain Pole Systems Analysis and Design.		

e.	(1) TITLE AND LOCATION (<i>City and State</i>) Lakes at Laurel Highlands Lakeland, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2022	
f.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Design of non-standard/modified FDOT gravity walls to receive a proposed chain link fence. Other design tasks included a variety of light pole foundation designs.		
g.	(1) TITLE AND LOCATION (<i>City and State</i>) Atlantic Dunes Park Seawall & Parking Restoration Delray Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2022	
h.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Role: Structural Engineer/EOR. The Atlantic Dunes Park project included the design of two seawalls replacements for the north and south parks. Furthermore, post design services were provided during the bidding process. This project is currently under construction.		
i.	(1) TITLE AND LOCATION (<i>City and State</i>) City of Miami Mini Park Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2020	
j.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Role: Structural Engineer. Performed various miscellaneous structural designs for items such as a retaining/private concrete wall, deep and spread foundations for diverse types of light poles, gates and sign monuments. Other services included construction cost estimates and technical specifications.		
k.	(1) TITLE AND LOCATION (<i>City and State</i>) Island Drive Bridge Assessment, Rehabilitation, and Seawall Replacement Delray Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2022	
l.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Role: Structural Engineer/EOR. Bridge rehabilitation for Island Drive bridge, a two 12-foot lanes concrete bridge approximately 70 feet long by 32 feet wide spanning over a waterway. Initially, MCE prepared a bridge condition assessment report followed by the preparation of construction plans for bridge rehab and seawall replacement. Other services provided were bid package assistance, preparation of technical specifications and construction assistance.		
m.	(1) TITLE AND LOCATION (<i>City and State</i>) Foundation for Lighting Pole Boynton Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	
n.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Role: Structural Engineer/EOR. Deep and spread foundations for diverse types of light poles.		
o.	(1) TITLE AND LOCATION (<i>City and State</i>) Normandy Boulevard Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2018	
p.	(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
	Role: Structural Engineer/EOR. Design of strain poles, mast arms and cantilevered sign structures.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE		
Andres Cardona, PE	Civil Engineer	a. TOTAL 26	b. WITH CURRENT FIRM 1	
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Fort Lauderdale, FL				
16. EDUCATION (Degree and Specialization) Bachelor of Science in Civil Engineering, Escuela Colombiana de Ingenieria		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, FL - 63917		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) Member of the American Society of Civil Engineers, ASCE / Member of Florida Engineers Society, FES / Certified Florida Traffic Control Supervisor				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State) N. Cruise Boulevard Roadway, Access Roadway to Terminals B and C, PortMiami Miami, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		2019	2021	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		Check if project performed with current firm		
Project manager for the design and post-design services of the 0.5 miles of the new N. Cruise Boulevard. Project includes roadway design, drainage, lighting, utility adjustments, permitting and post-design services. It also involves demolition, overhead sign structures design and coordination with client and federal authorities.				
b.	(1) TITLE AND LOCATION (City and State) FPL Vaults and RPM Relocations, PortMiami Miami, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		2020	2021	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		Check if project performed with current firm		
Project manager for the demolition of the existing electrical vaults and associated utilities and building, and installation of new control panels, adjacent to Terminals B and C. Reconfiguration of the Radiation Portal Monitors from the Cargo Gate at PortMiami. Includes demolition, structures and coordination with client and federal authorities.				
c.	(1) TITLE AND LOCATION (City and State) Seaboard Marine Cargo Drainage and Pavement Improvements, PortMiami Miami, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		2020	2020	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		Check if project performed with current firm		
Project manager for the design and post-design services of the Phase 5 and 5A for Seaboard Marine. Includes demolition of existing pavement and structures, update of pavement and regrading of site, upgrade of existing drainage system, water system and lighting systems.				

d.	(1) TITLE AND LOCATION (City and State) Pump Station No. 9141 and 8-inch Force Main Replacement, PortMiami Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2020	2020
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
	Project engineer for the design of upgrades to Port of Miami's Master Pump Station 9141, replacement of approximately 6,000-LF of existing 8-in cast iron pipe force main that connects this pump station to the Miami-Dade Water and Sewer Department's (MDWASD) wastewater collection and transmission system, and a proposed dry force main crossing Biscayne Bay, paralleling the new PortMiami 10-in force main (to serve the future PortMiami Southwest Corner Commercial Development). The replacement force main and dry force main alignments cross the waterway between Dodge Island and the mainland will be to be south of the Bascule Bridge below the Biscayne Bay Bottom using the Horizontal Directional Drilling (HDD) method of construction.		
e.	(1) TITLE AND LOCATION (City and State) PortMiami Tunnel Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2014	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
	Project Engineer for the structural design of the Cut and Cover, U-Wall, Retaining Walls, overhead sign structures and Drainage facilities of the Tunnel; in charge of production of plans, calculations and quantities during the various milestones related to the design of the tunnel. Additionally, research for the Flood Gates installed. I also participated actively in the proposal to the County and FDOT.		
f.	(1) TITLE AND LOCATION (City and State) NW 17th St. from NW 27th Ave. to NW 32nd Ave. Roadway Improvements Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2020	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager and Lead Designer responsible for development of plans. Project included design of roadway features, drainage, signalization, signing, and pavement marking, and roadway reconstruction as well as utility coordination, including a JPA with MDWASD.		
g.	(1) TITLE AND LOCATION (City and State) NW 25th St. Roadway Improvements from W of NW 117th Ave. to NW 87th Ave. Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project engineer for the design services of the 3 miles of roadway drainage improvements and its adjacent N. Line Canal culverts replacement/installation. Project includes drainage design and modeling using ICPR, drainage permitting and coordination with federal, state, and local agencies. It also involves coordination with client, utility owners and other disciplines.		
h.	(1) TITLE AND LOCATION (City and State) MDX 83624 Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2008	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
	Engineer of Record for the structural design of the overhead sign structures included in the project, in charge of design, production of plans, and coordination with different disciplines and entities during the duration of the project. Design-Build Project construction recently completed.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Jose Lopez, PE	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science in Civil Engineering		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, Florida - No. 81014	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) 30-HR OSHA Certification; TTC Advanced #25346; ICPR V4 Training; FDOT Specifications; Package Preparation			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) SR-80/Southern Blvd. from West of Lyon County Safari Rd. to Forest Hill Blvd. / Crestwood Blvd. Palm Beach County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2017	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	X Check if project performed with current firm Engineer of Record responsible for designing the signalization system for 6 signalized intersections where high speeds over posted limits were reported. Design included new traffic signals for 5 signalized intersections and the addition of a new signal with advanced warning flashing beacons, advanced loops, and vehicle video detection cameras.		
b.	(1) TITLE AND LOCATION (City and State) SR-7/US-441 Transit Corridor Improvements Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	X Check if project performed with current firm Project engineer responsible for designing roadway improvements from the Broward Miami-Dade County Line to North of Sample Road and SR 858/Hallandale Beach Blvd. from Edmund Road to SW 58th Ave. throughout 25 intersections that include "yield to pedestrian" signs, count down pedestrian signals, lighting retrofits, ADA ramps, high emphasis crosswalks, a new signalized restricted crossing, and sidewalk/bike lane construction, widening and flexible pavement design. Design also involved improvements for shared use paths and sidewalks on SR 7/US 441 between Oakes Rd. and the New River Greenway and SR 838/Sunrise Blvd. from SR 7/ US 441 to NW 31st Ave. Also responsible for necessary interdisciplinary coordination.		
c.	(1) TITLE AND LOCATION (City and State) Hollywood Gardens Sidewalk Improvement Project Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2017	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	X Check if project performed with current firm		

Project Engineer who performed analysis and drainage design structures for a 40-acre area, which included French drains, electrical load and photometric analysis, 25,000 LF of sidewalks to replace existing damaged and missing gaps with ADA compliant sidewalk. Also prepared drainage report.

(1) TITLE AND LOCATION (City and State)
SR-25/NW 36th St. from NW 20th Ave.
to NW 19th Ave.
 Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

Ongoing

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE ☒ Check if project performed with current firm

d. Engineer of Record and project manager responsible for designing roadway safety improvements. This resulted from a Safety Study, completed for this roadway segment, and involved improvements to SR 25/NW 36 Street from NW 20 Avenue to NW 19 Avenue in the City of Miami. Improvements consisted of the installation of a new mast arm structure that included a high intensity activated crosswalk (HAWK) signal at the mid-block pedestrian crossing on NW 36th Street between NW 20th Ave. and NW 19th Ave. Pavement design was also performed.

(1) TITLE AND LOCATION (City and State)
SR-933/NW 12th Ave. at NW 19th St.
Intersection Improvement Project
 Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

Ongoing

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE ☒ Check if project performed with current firm

e. Engineer of Record and project manager for safety and operational intersection improvements. Tasks included designing a new traffic signal with vehicle video detection cameras, milling, and resurfacing to implement pavement-marking changes, preparing TTCP, and replacement of pedestrian ramps. Pavement design was also performed. Additionally, coordination with Miami-Dade Transit and Metrorail to integrate future signal improvements within Metrorail right of way.

(1) TITLE AND LOCATION (City and State)
SR-944/NW 54th St. at NW 14th Ave.
Intersection Improvement Project
 Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

Ongoing

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE ☒ Check if project performed with current firm

f. Engineer of Record and project manager responsible for designing roadway safety improvements. This resulted from a Safety Study, completed for this roadway segment, and involved improvements to SR 944/NW 54 Street at NW 14 Avenue in the City of Miami. Safety improvements consisted of the installation of a new mast arm structure that included a crossing flashing beacon (RRFB) at the mid-block pedestrian crossing on NW 54 Street at NW 14 Avenue. Also completed pavement design.

(1) TITLE AND LOCATION (City and State)
SR-7/US-441/NW 7th Ave. Emergency Signal
at Northside Police Station Safety
Improvement Project
 Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2019

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE ☒ Check if project performed with current firm

g. Engineer of Record and project manager responsible for safety improvements design for the Northside Police Station driveway in the West Little River area. This project resulted from an Intersection Qualitative Assessment and Signal Warrant Analysis dated October 2017, which recommended the installation of a new emergency traffic signal at the Northside Police Station driveway enabling preemption for the intersection located at SR 7 and NW 81st street. Pavement design was also prepared.

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Gonzalo Barrera, PE	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 4	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) BS in Civil Engineering Florida International University - 2018		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer – Number 94260	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) Temporary Traffic Control (TTC) Advanced # 44555			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	FDOT D4 SR-7/US-441 Transit Corridor Improvements – Task Order 3 Fort Lauderdale, FL	2019	Ongoing
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
a.	Engineer responsible for the design of a proposed sidewalk improving pedestrian connectivity between three intersections, including a signalized marked crossing. Also responsible for designing two shared-use paths. One is almost 1 mile in length and connects the end of the proposed sidewalk to an existing shared-use path. The second is 1.5 miles in length, connects SR-7/US-441 to NW 34th Avenue and NW 31st Avenue along a canal, and includes a mid-block crossing with a rapid flashing beacon across NW 34th Avenue. Responsibility also includes the development of 3D modeling for section segments to determine the expected earthwork cut and fill quantities.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FDOT D4 SR-7/US-441 Transit Corridor Improvements – Task 2	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	Fort Lauderdale, FL	2019	2022
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
b.	Engineer Intern who assisted in preparing CADD designs for roadway improvements along the corridor to improve pedestrian mobility. This included horizontal geometry and vertical profiles in compliance with FDM and ADA guidelines to ensure safety. Responsibilities also included preparing a 3D model for the proposed design to develop cross sections for the required earthwork and construction quantities for the proposed roadway widening and sidewalk improvements; reworking the adjacent drainage ditch to account for the improvement, without affecting the current runoff; developing design alternatives for the proposed designs, based on existing conditions to determine the safest and most cost-effective design; redesigning several substandard signalized intersections to meet current MUTCD and FDOT standards, which included relocating pedestrian detectors and countdowns, as well as reconstructing curb ramps to comply with ADA requirements; and designing the proposed mid-block crossing and pedestrian channelization barriers to improve pedestrian safety and encourage crosswalk usage.		

	(1) TITLE AND LOCATION (City and State) FTE Wrong-Way Vehicle Detection Implementation Miami, Fort Lauderdale, & West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	Ongoing
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
c.	Engineer responsible for preparing the Intelligent Transportation System (ITS) cabinet cross section and Temporary Traffic Control Plans (TTCs) for the construction plans. The ITS cabinets were coordinated with the ITS engineer to ensure that the locations comply with setback standards, without impacting existing features. Responsible for designing the TTCs for sequential construction phases with lane closure analyses to determine the best time for lane closure on the off ramps and for the WWVDS testing phase, which required temporary detour plans during the ramp closure while testing.		
	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-5/US-1/South Dixie Highway at Caribbean Boulevard Cutler Bay, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	Ongoing
d.	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Engineer responsible for the design of new mast arms at new locations, while keeping existing signals operational, due to safety improvements at signalized intersection. Also responsible for the design of lane assignment signs for both approaches.		
	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-25/US-27/Okeechobee Road Transportation Management Plan Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	2021
e.	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	HBC Engineering generated a Temporary Traffic Control Master Plan (TTCMP) based on the individual segments' TTCs to move vehicular and pedestrian traffic during all phases of construction. The TTCMP plan included a compilation of all adjacent projects and their relative geometric stage at various points during construction to determine potential conflicts during the construction phase and design potential transitions between the work zones.		
	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-25/Okeechobee Rd. from west of NW 138th St. to east of NW 107th Ave. Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2018	2020
f.	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Engineer Intern who assisted in designing the Temporary Traffic Control Master Plan (TTCMP) to ensure a safe and continuous transition between corridor, based on the estimated construction schedule. Responsibilities included determining Temporary Traffic Control (TTC) phase overlaps then transiting the proposed TTC lane configuration between segments of the corridor. Responsibilities also included detour overlap location, clarity of detour assignment, and general geometry of TTC lane configuration.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Claudia Bustamante, MS, PE	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Fort Lauderdale, FL			
16. EDUCATION (Degree and Specialization) Master of Science in Civil Engineering, Transportation Bachelor of Science in Civil Engineering		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, Florida - No. 87381	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) FDOT TTCP Advanced Certification #32203; DOT Specifications Package; GeoPAK; MicroStation; Autoturn; CADD; 3D Modeling			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	SR-7/US-441 Transit Corridor Improvements Group/Priority 2 between Orange Rd. Broward and Miami-Dade Counties, FL	2022	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Roadway and Pavement Engineering, assisting with scoping reports, TTCPs, technical proposals, instructor of Design Standard applications, and manager of tasks and FDOT pursuits. Part of the roadway design team also involved with RRR projects, widening, and participating in designs for pavement, horizontal and vertical geometry, side streets, sign and pavement marking, shared-use paths, bicycle lanes, and sidewalks. Coordination was also made between all design disciplines helping the EOR with roadway, signalization, S&PM, street lighting, landscaping, drainage, and environmental, while maintaining the project on schedule. FDOT D6, signing and pavement marking reviewer.		
b.	Broward School Zone Flasher Project two (2) Schools Broward County, FL	Ongoing	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project Engineer developing school zone flashers improvements design for two (2) locations: Broward Estates Elementary School and Oakridge Elementary School. The design included records research, signalization, signing and pavement markings, utility coordination, subsurface utility engineering, permitting, and public notification.		
c.	Wrong Way Vehicle Detection Implementation Miami-Dade, Broward & Palm Beach Counties, FL	2023	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Roadway Engineer responsible for preparing of the TTCP for the construction plans. Included sequential construction phases with lane closure analyses to determine best time to closure a lane		

on the off ramps when applied and for the WWVDS testing phase which required temporary detouring plans during the ramp closure while testing.		
d.	(1) TITLE AND LOCATION (City and State) SR-5/US-1 South Bound on Ramp to West Bound I-595 Broward County, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
		2022
		(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm
Project Engineer who assisted as a consultant in the In-house Roadway Design team in FDOT District 4. The design included roadway milling and resurfacing and lane construction. This included horizontal and vertical geometry in compliance to the FDM. Responsibilities also extended to preparing a 3D model for the proposed design to develop cross sections for the required earthwork and construction quantities for the proposed roadway improvements.		
e.	(1) TITLE AND LOCATION (City and State) SR-9/I-95 at St Lucie West Blvd. St. Lucie County, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
		2022
		(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm
Project Engineer who assisted as a consultant in the In-house Roadway Design team in FDOT District 4. The design included roadway milling and resurfacing and lane construction. This included horizontal and vertical geometry in compliance to the FDM and ADA guidelines to ensure safety. Responsibilities also extended to preparing a 3D model for the proposed design to develop cross sections for the required earthwork and construction quantities for the proposed roadway improvements.		
f.	(1) TITLE AND LOCATION (City and State) SR-809/Military Trail at Forest Hill Blvd. Broward County, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
		2022
		(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm
Project Engineer who assisted as a consultant in the In-house Roadway Design team in FDOT District 4. The design included roadway milling and resurfacing, coordination for pedestrian signals, lighting retrofits, roadway ADA ramps, high emphasis crosswalks, and sidewalk/bike, lane construction, widening and flexible pavement design. This included horizontal geometry and vertical geometry in compliance to the FDM and ADA guidelines to ensure safety. Responsibilities also extended to preparing a 3D model for the proposed design to develop cross sections for the required earthwork and construction quantities for the proposed roadway widening and sidewalk improvements. Also included drainage improvements, signing and pavement marking, signalization, pavement design, utility coordination, public involvement, project management tasks and QC coordination.		
g.	(1) TITLE AND LOCATION (City and State) Pavement Restoration Assessment Report SR 25/US 27/NW 36th St. from East of NW 7th Ave. to West of North Miami Ave. Miami-Dade County, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
		2021
		(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm
Project Engineer assisting the preparation restoration assessment report. The report includes safety improvements within the project area as well as data collection of the existing conditions to determine their compliance to the FDM and FDOT standard plans.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Roberto Rubio, MS, PE	Structural Engineer	a. TOTAL 32	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Fort Lauderdale, FL			
16. EDUCATION (Degree and Specialization) Master of Science in Civil Engineering, University of Washington - 1987		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida, Professional Engineer - No. 48982	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Miami-Dade County Water & Sewer Department Buildings Report for Capital Repair Plans (EDP-WS-390) Miami Dade County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>a. Inspection of water treatment structures at Alexander Orr and Hialeah Water Treatment Plants, including Raw Sludge Holding Tanks, Chlorine Contact Basin, Flocculator / Settling Tanks, Clarifiers, Aeration Basins, Filtration System Area, Sodium Silicate/Lime Unloading Station, Sludge Pump Room, High Service Pump Room, Ammonia Storage and Feed Area, Fuel Tanks, and Warehouses. Ancillary structures include one story reinforced concrete and masonry buildings for housing of equipment, metal and reinforced concrete staircases and platforms for access to all areas, metal ladders and safety handrail. Prepared a template for structures inspection. In charge of team of engineer inspectors. In charge of filling out structural inspection reports and review of reports by others for accuracy of content and uniformity. Reports included photographic documentation of structural failures as well as well-kept structures and components. Reports included recommendations for repairs and calculation of quantities.</p>		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
40 Years Recertification of West Transfer Station Bldg. 1 Miami Dade County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>b. Inspection of condition of the building structure including tipping floor, metal roof frame, push walls, basement, compactor crane areas, surge pit, pump room, storage room, truck loading bays, offices, and employee facilities. Recommended immediate closure of tipping floor given advanced deterioration of the reinforced concrete slab. Final report with recommendations of emergency repairs throughout the buildings before 40 years recertification can take effect. Periodic inspections to monitor state of tipping floor slab. Duration</p>		

c.	(1) TITLE AND LOCATION (City and State) Wrong-Way Vehicle Detection System Implementation South Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Structural design of non-standard wrong way sign poles and foundation versus Indexes 700-010 and 700-120 and reports to the Florida Turnpike. Structural analysis of existing overhead sign structures with the addition of wrong way signs. Structural analysis of concrete barrier mounted WW signs versus Index 700-012. Secured data from Tapco, manufacturer of electronic sign equipment. Use of FDOT Drilled Shaft, Single Post, and Overhead Span Sign programs.		
d.	(1) TITLE AND LOCATION (City and State) SR-7/US-441 Transit Corridor Improvements Broward and Miami-Dade Counties, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Preliminary design of retaining walls along proposed shared use path at the intersection of I-595 and SR-7 and ramps, in coordination with the geotechnical consultant; upgrades to guardrail transitions and attachment to bridge traffic railings.		
e.	(1) TITLE AND LOCATION (City and State) Districtwide Miscellaneous PE Design FDOT District 6, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<ul style="list-style-type: none"> Review Plan sheet T-13, special footing design Special foundation and anchorage design for pedestrian countdown signal pole. (calculations and draw plan sheet) 		
f.	(1) TITLE AND LOCATION (City and State) SR-7/US-441 Improvements from Broward/ Miami-Dade County Line to N of Sample Rd. Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
	<ul style="list-style-type: none"> Intersection (37) improvements Sidewalk & bike lane improvements on Hallandale Beach Blvd. from east of SR-7 to SW 58th Ave. Signalized Pedestrian Crossing at SR-7/US-441 and NW 3rd Street. Hallandale Beach Blvd. from Edmund Rd. to SW 58th Ave. Sidewalk, bike lane, and lighting improvements on SR-7/US-441 from Southgate Blvd. to the Cypress Creek Canal 		
g.	(1) TITLE AND LOCATION (City and State) SR-714/Martin Highway from Citrus Blvd. to Martin Downs Blvd. Martin County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
	Subconsultant to Engineer of Record. Widening of SR-714/Martin Highway, including widening of the SR-714/Martin Highway bridge over the Florida Turnpike. Designed all signal mast arm structures at the intersections of SR-714/Martin Highway with SW Citrus Blvd. and SW 42nd Avenue. Used FDOT mast arm spreadsheet and mast arm MathCAD design programs.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Willy Giron Matute, PhD, PE	Structural Engineer	a. TOTAL 10	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Fort Lauderdale, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline)	
PhD in Civil Engineering, The University of Alabama Master of Science in Civil Engineering with a focus on Project Management, University of Alabama		Florida, Professional Engineer - No. 86730	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
OSHA-40 hours trained / Member of the Society of Civil Engineers (ASCE)			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Project Manager Country-wide		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)	
		2022	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
a. <ul style="list-style-type: none"> • Daily activity project management and milestone tracking for the construction of recreational bodies of water with unlimited size. • Coordinate construction activities and meetings with client, EOR, and general contractor. • Conduct field reviews, testing and reports for mechanical and electrical & wastewater equipment. • Managing assignments and personnel to complete constructions tasks according to Florida Building Code, ACI 318-19 and water quality control. 			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Post-Tension (PT) Structural Engineer South Florida		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)	
		2019	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
b. <ul style="list-style-type: none"> • Structural analysis and design for large-scale construction projects in South Florida (i.e., Aston Martin Tower, Armani Casa, River Yacht Club Phase III, and Coral Gables Plaza) • Slab-on-grade foundation analysis and post-tension structural design using AutoCAD and RAM for commercial and industrial projects located in South Florida. • Assembled closeout documentation to include manuals of the structural design. • Conducted structural design failure analysis and expert testimony for construction projects. 			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Rickenbacker Causeway Upgrade Key Biscayne, FL		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)	
		2017	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
c. <p>Construction project manager for this bridge reconstruction and upgrade which includes joint removal and replacement. Responsible for ensuring the correct placement of the MOT and the construction of the new bike/pedestrian lanes.</p>			

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2017	
Project Engineer		
Alabama		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
d.	<ul style="list-style-type: none"> Performed studies and forums for ALADOT (Alabama Department of Transportation) to improve road safety. Performed projections and analysis to decrease the number of accidents in the highways of Alabama. Performed sustainability and environmental analysis under the LEED code for buildings and ENVISION code for roads. Prepared proposals, budget, and cost estimates for the construction of buildings for The University of Alabama. 	
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2014	
Project Engineer		
Dekalb, MS		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE	Check if project performed with current firm	
e.	<ul style="list-style-type: none"> Daily activity project management and milestone tracking for Southern Company's power plant IGCC (Integrated Gasification Combined Cycle) in Dekalb, MS. Conducted field reviews to make sure the necessary equipment and material was shipped to the power plant. Training of construction and operation personnel. Maintained project documentation to include submittals, change of orders, and RFPs. 	

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Orlando Penate, PE	Electrical Engineer	a. TOTAL	b. WITH CURRENT FIRM
		15	5
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline)	
Bachelor of Science in Electrical Engineering, Marta Abreu de Las Villas		Professional Engineer, FL - 80385	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
Bentley MicroStation / AutoCAD / FLUG Open Road Designer / FDOT Specifications Package Preparations / Bullet Proof Manager Program / FDOT Advanced TTC, #66969 / IMSA Traffic Signal Technician Level 1, #AA_131518 / IMSA Traffic Signal Field Technician Level 2, #BE_131518 / Advanced Building Code Course Credit / 7th Edition, Florida Building Code			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
South and Central Districts Wastewater Treatment Plants Expansion			
Miami-Dade County, FL			
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>a. Performs Cost Estimating for the South and Central Wastewater Treatment Plan Expansion as part of the improvements that MDWASD needs to commence to comply with requirements of the Ocean Outfall Legislation.</p> <ul style="list-style-type: none"> Assist the estimating team with the management of project scope, budget, WBS, and schedule. Review technical data and plans for takeoff quantities related with Plumbing, HVAC, Fire Alarm, Fire Protection. 			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Brighton Wastewater Treatment Plant Expansion Design & Construction (Lift Station)			
Glades County, FL			
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>b. Engineer of Record responsible for a complete design of a new Lift Station. Design includes new service connection, control panel, variable frequency drivers, and power and instrumentation control for three new pumps and lighting for a new canopy at lift station.</p>			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
40 Years Recertification of West Transfer Station Building 1			
Miami Dade County, FL			
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>c. Senior Electrical Engineer responsible for the electric assessment and the 40 Years Recertification Inspection Report for the West Transfer Station Building 1. The scope involves the inspection of Building No. 1 at the West Transfer Station, on behalf of the client, Miami-Dade County Department</p>			

of Solid Waste Management (DSWM), with the purpose of determining the general structural condition of the building and the general condition of the building's electrical systems, and submitting a written Recertification Report to the Miami-Dade Building Official, certifying whether the building is structurally and electrically safe for continued occupancy, for the specified use, in accordance with Section 8-11(f) of the Miami-Dade County Code.

d.	(1) TITLE AND LOCATION (City and State) Districtwide Resurfacing Scoping Reports - Work Program Development Support Miami-Dade County, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		Ongoing		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
Document the existence and type of lighting within the project limits, assessment of existing lighting system conditions, identification of lighting issues, photometric reading, photometric analysis of existing and proposed conditions at specific locations to include on Pavement Restoration Assessment Report for different Task Work Orders.				
e.	(1) TITLE AND LOCATION (City and State) Street Lighting Inventory and Illumination Levels Study Pembroke Pines, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		2021		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
Establish Illumination Criteria and Minimum Illumination Levels. Compile detailed inventory and report on the quantity and type of existing street lighting. Prepare a photometric light study for all streetlights on City owned streets and presenting at a minimum the light intensity and uniformity. Developed a geodatabase of more than 3,000 FPL light poles using GIS tools. Evaluate and prioritize potential infrastructure improvements. Provide general guidelines for street lighting which denotes typical locations and spacing of roadway lighting. Prepare a Roadway Lighting and Policy Development Report. Review application of LED lighting. Create Resident Streetlight Request procedure. Develop a Roadway Lighting Policy and standard that can be applied to evaluate lighting along City streets.				
f.	(1) TITLE AND LOCATION (City and State) SR-A1A from south of Jasmine Lane to north of SR-60/Beachland Blvd. Indian River County, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		Ongoing		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
Project consisted of milling and resurfacing, repairing damaged sidewalk, adding bike lanes, constructing sidewalk on east side at gap location, signalized intersection lighting retrofit at SR-A1A and Beachland Boulevard, and lighting for two new midblock crosswalks on SR-A1A at Iris Lane and Dahlia Lane.				
g.	(1) TITLE AND LOCATION (City and State) SR-7/US-441 Transit Corridor Improvements, Group/Priority 1 Broward County, FL	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
		Ongoing		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm		
Engineer of Record responsible for designing lighting improvements for 21 intersections that include lighting retrofits replacing existing HPS luminaires with LED luminaires at each signalized intersection and supplement with new light poles with LED luminaires and FPL luminaires at specific locations to meet roadway and pedestrian lighting design criteria. Also responsible for required coordination with multiple engineering disciplines, municipalities, and FPL. Design improvements will increase passenger transit and enhance overall patron experiences.				

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Maikel Fiallo Nunez, PE	Electrical Engineer	a. TOTAL 21	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, Florida			
16. EDUCATION (Degree and Specialization) BS in Electrical Engineering, Instituto Superior Politecnico Jose Antonio Echeverria (ISPJAE) - 2001		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer - Number 94434	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) Schneider Electric Certification Course, Automatic Measurement Systems Post-Degree Course, Power Transformers Testing Post-Degree Course, Mathlab, AutoCAD 2019, LiveCount, Accubid Classic Estimating BidWinner Plus13, & Ladder Logic Programming			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Electrical Estimator Miami, FL		PROFESSIONAL SERVICES CONSTRUCTION (if applicable) 2017 - Present	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
a.	<ul style="list-style-type: none"> • Review and prepare Price and Cost Proposals/Specifications, drawings, or customer requests to determine equipment requirements. • Assist in project scheduling. • Perform electrical inspections to determinate the status of the existing electrical distribution system Components, such as electrical panels, generators, feeders, branches, and devices on commercial buildings, in order to be able to prepare the electrical estimate. • Review the labor rates to ensure accordance to contract specifications and check labor productivity to ensure allotted hours are appropriate in order to minimize working restrictions, overtime, etc. • Develop low-voltage cost estimates for Estate Home Residential projects from provided engineering drawings for Fire Alarm, Access Control, Lutron Control Systems, Audio/Video (A/V), and Electrical. Identify deficiencies and/or questions, submit Requests for Information (RFIs) to the project team, and prepare conceptual and cost study estimates from preliminary sketches. • Review and finalize Price and Cost Proposals for projects valued between \$5 Million & \$25 Million. • Estimate emergency systems, such as solar systems and generators for residential and commercial buildings. Submit material take-offs, review the specifications, and approve bill of materials from contract documents and drawings. • Estimate, review the specifications, and submit material take-off for Electrical Vehicle (EV) chargers for residential and commercial buildings. Review the design from manufacturer requirements in order to be able to provide the electrical feed for EV charger. • Estimate and submit material take-offs from contract documents and drawings. • Perform as an AutoCAD drafter on residential and small building projects. 		

(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Senior Specialist and Electrical Project Manager at an Electrical Services Company Havana, Cuba	2002 - 2016	
(3) BRIEF DESCRIPTION (<i>scope, size, cost, etc.</i>) and SPECIFIC ROLE	Check if project performed with current firm	
<div data-bbox="142 709 167 735">b.</div> <ul style="list-style-type: none"> • Worked as the coordinator and supervisor of the Schneider Electric Certification process of Electrical Switch Gears. • Made project schedules and requirements for the designing, planning, and preparation phases. • Coordinated and supervised the installation of medium voltage underground networks. • Responsible for the installation and design of low-voltage electrical networks, surge protection device systems, lighting circuits, emergency networks, control panels, and distribution panels. • Mentored junior engineers and led progress meetings in order to coach them on their assigned projects. • Surveyed sites, recommended designs needed, identified problems where indicated, and decided the location of equipment. • Worked to minimize risk in buyout process and reduce project costs. • Worked to ensure that the project team understood all aspects of the prime contract relating to their respective responsibilities. • Provided shop drawings to the Design Team and technical solutions for electrical installations and equipment problems. • Designed electrical distribution systems for commercial buildings. • Prepared electrical-related scope documents, exhibits, budgets, specifications, schedules, and Requests for Proposal (RFPs). • Reviewed electrical discipline calculations and equations, including electric circuit calculations, 3-phase power and ampacity, impedance, and short circuit calculations. • Designed electrical specifications for projects and assisted with design, installation, and testing. • Provided emergency generator and automatic transfer switch design and installation. • Performed electrical load studies to determine the emergency generator capacity for commercial buildings. • Worked as an electrical specialist designing and coordinating the installation of generator batteries for synchronization with the national electric system. 		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sonny Abia, PhD, PE	Utility Coordinator	a. TOTAL 33	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) PhD in Civil Engineering – University of Miami MS in Civil Engineering – FIU BS in Civil Engineering - FIU		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer Number 48190	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
Temporary Traffic Control (TTC) Advanced Certification City & Guilds of London General Course in Construction Certification			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
a. FDOT D4 SR-7/US-441 Transit Corridor Improvements Fort Lauderdale, FL	PROFESSIONAL SERVICES		CONSTRUCTION (if applicable)
	2021		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
QA/QC reviewer for the computations of all 3 phases of this Project, which involved the design of spread footings for pedestrian countdown signal poles using Matlab.			
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
b. City of Miami Fire Station # 5 Miami, FL	PROFESSIONAL SERVICES		CONSTRUCTION (if applicable)
	2020		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
QA/QC reviewer for structural beam modification to accommodate the required fire truck clearance. This Project involved cutting existing concrete beam and reinforcing it with steel plates. Carried out the review of the structural analysis of existing beams and modified beam with steel plates added to supplement the reduced concrete section.			
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
c. FDOT D6 FTE Wrong-Way Vehicle Detection System Implementation Miami, Fort Lauderdale, & West Palm Beach, FL	PROFESSIONAL SERVICES		CONSTRUCTION (if applicable)
	2019		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Dr. Abia is responsible for Quality Assurance/Quality Control (QA/QC) and utilities coordination. This Project involves Wrong-Way Vehicle Detection System (WWVDS) implementation along Florida's Turnpike Enterprise (FTE) ramps in Miami-Dade, Broward, and Palm Beach Counties to detect and deter vehicles from entering off-ramps and driving in the wrong direction of traffic. This Project also involves the design of Signage and Pavement Markings (S&PM).			

d.	(1) TITLE AND LOCATION (City and State) 40 Years Recertification Inspection Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2018	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	This Miami-Dade County Project involved threshold inspections consisting of the condition of structures and other components at various locations and properties.		
e.	(1) TITLE AND LOCATION (City and State) FDOT and Miami-Dade County Highway Bridge Management QA/QC Miami and Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project Manager (PM) for the design of a Bascule Bridge over the Intracoastal Waterway (ICWW) along Oakland Park Boulevard. Project Manager for the design and construction of the NE 2nd Avenue Bridge over the Miami Canal. Performed the QA/QC of structural computations by the Design Consultant. Project Manager/Reviewer for the Metro Rail extension on above-grade alignment for the Miami-Dade Expressway Authority (MDX) and several bridge widening projects, including noise wall and overhead Open Road Tolling (ORT) structures for the Homestead Extension of Florida's Turnpike (HEFT) signals/lighting projects that included poles and mast arms.		
f.	(1) TITLE AND LOCATION (City and State) FDOT & MDC Highway Bridge Management QA/QC Miami and Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2008	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
	Project Manager (PM) for the design of a bascule bridge over the ICWW along Oakland Park Blvd. PM & QA/QC reviewer for the design & construction of the NE 2nd Ave. bridge over Miami Canal. PM & QA/QC reviewer for the Metro Rail extension on above-grade alignment for the Miami-Dade Expressway Authority (MDX) & several bridge widenings.		
g.	(1) TITLE AND LOCATION (City and State) POP's Garage Fort Lauderdale, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2002	
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
	Designed and completed single-story reinforced masonry and concrete structures. The design involved all components from site clearing to complete details of structural components. The design also included wind loads, strip foundations, walls, columns, beams, and roof anchors and straps in accordance with SFBC, ASCE-7, and ACI-318.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Coker, EI	Utility Coordinator	a. TOTAL	b. WITH CURRENT FIRM
		5	5
15. FIRM NAME AND LOCATION (City and State)			
HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline)	
BS in Civil Engineering, Florida International University - 2018		Florida Engineering Intern - Number 1100023530	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			
TTC Advanced #57886, IMSA Traffic Signal Technician Level 1 Certified, Drone Pilot, Miovision Cameras, and Synchro and Vissim proficiency.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
FDOT D6 Beach Corridor Rapid Transit Project		
Miami-Dade County, FL		
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	Ongoing	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>a. HBC was part of the PD&E Study that analyzed connecting the Miami Design District and Downtown Miami to the Miami Beach Convention Center area. Traffic Engineer responsible for conducting traffic control analysis, by comparing measures of effectiveness at multiple signalized and unsignalized intersections, arterial corridors, and urban networks. Task was performed by supervising the data collection phase, which encompassed the set up and dismantling of Miovision Cameras to record Turning Movement Counts (TMC) and Automatic Traffic Recorder (ATR) tubes to record speed-volume data at key intersections. Responsibilities also included updating and processing results through Miovision's Data Link Software. Utilized the latest versions of Synchro and Vissim to analyze the effects of the interaction of multiple modes on the operational efficiency of any combination of roadway elements. Performed optimization and microsimulation of subject intersections to examine the operational and safety effects of various improvement options more closely, while simultaneously incorporating pedestrians, bicyclists, motor vehicles, and transit. Utilized transit microsimulation capabilities, such as transit signal priority, to optimize the balance between mobility and safety in both urban and rural scenarios.</p>		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Miami-Dade County SMART Plan Bus Express Rapid Transit (BERT)		
Miami-Dade County, FL		
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	Ongoing	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>b. As part of the Strategic Miami Area Rapid Transit (SMART) program, the BERT project included significant data collection including transit operations, to support the microsimulation of transit operations and testing of various transit modes (bus, rail, elevated vs. at-grade) preferential lanes, and traffic signal prioritization schemes. Responsible for analyzing traffic control analysis by comparing measures of effectiveness at multiple signalized and unsignalized intersections, arterial corridors, and urban networks. Task was performed by supervising the data collection phase which</p>		

encompassed the set up and dismantling of Miovision Cameras to record turning movement counts (TMC) and automatic traffic recorder (ATR) tubes to record speed-volume data at key intersections. Responsibilities also included updating and processing results through Miovision's Data Link Software. Utilized the latest versions of Synchro, and Vissim to analyze the effects of the interaction of multiple modes on the operational efficiency of any combination of roadway elements. Performed optimization and microsimulation of subject intersections to examine the operational and safety effects of various improvement options more closely, while simultaneously incorporating pedestrian, bicycle, motor vehicles and transit. Utilized transit microsimulation capabilities such as transit signal priority to optimize the balance between mobility and safety in both urban and rural scenarios.

(1) TITLE AND LOCATION (City and State)**Hialeah Freight Study**

Hialeah, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2019

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE☒ Check if project performed with current firm

The Hialeah Freight Analysis is part of a regional planning effort to facilitate freight movement in Miami-Dade County. District 6 investigated freight corridors within the City of Hialeah and surrounding areas to develop a plan of alternatives that enhance freight connectivity and minimize transportation conflicts. Primary responsibility was data collection. This effort included AM peak, Mid-day peak, and PM peak weekday Turning Movement Counts at 29 intersections in. The counts were conducted at all movements for each intersection (including special movements such as fly over ramps) utilizing MioVision Scout cameras. Data collection also included volume and full vehicle classification, including bicycles and pedestrians on crosswalks, and bicycles on the road.

(1) TITLE AND LOCATION (City and State)**Lincoln Gardens Traffic Impact Study**

Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2019

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE☒ Check if project performed with current firm

Lincoln Gardens, LLC is a new multi-family residential development located on nine acres between NW 24th and 25th Avenue and West, 46th and 48th Street to the North in unincorporated Miami-Dade County. HBC Engineering Company has completed the traffic impact study for submittal to the Miami Dade County Department of Transportation & Public Works. The purpose of the study is to assess the project's impact on the surrounding transportation network and determine if adequate capacity is available to support this residential development's future demand. Data collection efforts for this project includes volume growths, volume to capacity analysis, trip generation, queue analysis and future traffic evaluation.

(1) TITLE AND LOCATION (City and State)**Red Road Pedestrian Crosswalk Analysis**

Miami-Dade County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

2021

(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE☒ Check if project performed with current firm

HBC Engineering Company was retained to conduct a pedestrian crosswalk analysis in the vicinity of the intersection of SR 959/Red Road/SW 57th Avenue (Red Road) at SW 19th Street and Cadiz Avenue in Miami Dade County, Florida. As part of the traffic study, data collection services were rendered for: 72-hour traffic counts in 15-minute increments, vehicular and pedestrian 8-hour turning movement counts, pedestrian counts and group size and vehicle gap measurements.

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Teodoro Tefel, PE	13. ROLE IN THIS CONTRACT Quality Assurance/Quality Control (QA/QC) Manager	14. YEARS EXPERIENCE	
		a. TOTAL 33	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) BS in Civil Engineering, Florida International University - 1987		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer Number 50106	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	FDOT D6 Districtwide Resurfacing Scoping Reports Miami, FL	2020	Ongoing
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
a.	Engineer of Record (EOR) responsible for preparing districtwide resurfacing scoping reports by analyzing the existing conditions to determine deficiencies and establish or substantiate the project purpose and need. Also developed project alternatives to satisfy the identified deficiencies or needs within the corridor. The evaluation of other alternatives includes transit or transportation system improvement options. Most deliverables are preliminary cost sections based on the engineer's estimates, preliminary drainage analysis and plans, roadway conceptual plans, approved typical section package, and design variations/exceptions sections.		
	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-25/US-27/Okeechobee Road from Miami-Dade County Line to SR-826 Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2020	Ongoing
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
b.	Senior Engineer responsible for the review of roadway design plans for the reconstruction of this 10-mile section, including four major interchanges.		
	(1) TITLE AND LOCATION (City and State) FDOT D6 In-House Consultant Under the General Engineering Consultant Contract Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2016	2020
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
c.	In-house consultant engineer for the review of design variations/exceptions and typical section packages for approval by the District Design Engineer. Performed coordination with consultant firms.		

d.	(1) TITLE AND LOCATION (City and State) FDOT D6 Express Lanes on SR-826 from Flagler Street to NW 154th Street & SR-93/I-75 from SR-826 to NW 170th Street Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2014	2015
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm		
	Project Engineer for this 14-mile preliminary engineering project. The design included reconstruction, widening, and milling and resurfacing of SR-826, I-75, and frontage roads, as well as the construction of a two-lane SR-826/I-75 flyover connector.		
e.	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-826/SR-836 Interchange Reconstruction (Section 5) Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	2016
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm		
	Senior roadway engineer for plans reviews of major and complex limited access facilities. The SR-826/SR-836 Interchange is a 4-level, system to system interchange in Miami-Dade County.		
f.	(1) TITLE AND LOCATION (City and State) FDOT D4 SR-15 Over Hillsboro Canal Lift Out Span Deck Replacement Boca Raton, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	2014
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm		
	Served as Engineer of Record (EOR) for Signing and Pavement Marking (S&PM) Plans and design of the Temporary Traffic Control Plans (TTCs).		
g.	(1) TITLE AND LOCATION (City and State) USACE Tamiami Trail west of Krome Avenue from MP 13.868 to MP 24.618 Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2009	2010
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm		
	Served as Engineer of Record (EOR) for new construction and the widening and milling and resurfacing of Tamiami Trail. Design components included roadway, drainage, signing and pavement markings, and bridge.		
h.	(1) TITLE AND LOCATION (City and State) FDOT D6 NE 203rd St. & SR-5/Biscayne Blvd. Interchange Improvements Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2005	2006
	(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm		
	Engineer of Record (EOR) of the original Phase 2 for the reconstruction of ramps and the widening and milling and resurfacing of SR-5, NE 203rd Street, and West Dixie Highway. Design components included roadway, drainage, signing and pavement markings, signalization, structures, and landscaping.		

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Edgar Diaz, MS, PE	Constructability Reviewer	a. TOTAL 36	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) Master of Science in Civil Engineering, Florida International University - 1999		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, Florida - No. 50728	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) Advanced Maintenance of Traffic Training, OSHA 30-Hour Certificate			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) SR-713/Kings Hwy. from Okeechobee Rd. to N. I-95 Overpass	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
	2014		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
EOR responsible for the lighting design of approximately 3.3 miles of roadway reconstruction and retrofitting multiple signalized intersection.			
b.	(1) TITLE AND LOCATION (City and State) SR-A1A from South of Jasmine Ln. to North of SR-60/Beachland Blvd.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
	Ongoing		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Project consisted of milling and resurfacing, repairing damaged sidewalk, adding bike lanes, constructing sidewalk on east side at gap location, signalized intersection lighting retrofit at SR A1A and Beachland Boulevard, and lighting for two new midblock crosswalks on SR A1A at Iris Ln. and Dahlia Ln.			
c.	(1) TITLE AND LOCATION (City and State) NE 2nd Ave. Design-Build Project from NE 69th St. to NE 84th St.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
	2019		
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
This project included the additions of decorative lighting throughout the corridor. Overall project required design for drainage, lighting, signalization, and roadway reconstruction, as well as public involvement. This consisted of the addition of bike lanes, street parking, pavement reconstruction, an enhanced storm sewer system, curb and gutter repairs, sidewalk reconstruction, new pavement, horizontal and vertical geometry, side street and plateau intersection signalization, Signing and Pavement Marking (S&PM), and preparation of TTCP. Coordination was also made between all design disciplines.			

d.	(1) TITLE AND LOCATION (City and State) SR-80/Southern Blvd. from West of Lion Country Safari Road to Forest Hill Blvd Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2016	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
EOR responsible for the signalization design of 4 signalized intersections (Lion Country Safari Road, Binks Forest Drive, Big Blue Trace, Palms West Parkway) for this widening and resurfacing project all 4 signals required replacements. The design required coordination with Palm Beach County the maintenance agency. There are 4 PTMS count station/sites that will be replaced. Design activity includes MOT signal design.			
e.	(1) TITLE AND LOCATION (City and State) Street Lighting Inventory and Illumination Levels Study City of Pembroke Pines, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Establish Illumination Criteria and Minimum Illumination Levels. Compile detailed inventory and report on the quantity and type of existing street lighting. Prepare a photometric light study for all streetlights on City owned streets and presenting at a minimum the light intensity and uniformity. Developed a geodatabase of more than 3,000 FPL light poles using GIS tools. Evaluate and prioritize potential infrastructure improvements. Provide general guidelines for street lighting which denotes typical locations and spacing of roadway lighting. Prepare a Roadway Lighting and Policy Development Report. Review application of LED lighting. Create Resident Streetlight Request procedure. Develop a Roadway Lighting Policy and standard that can be applied to evaluate lighting along City streets.			
f.	(1) TITLE AND LOCATION (City and State) SR-9/I-95 from South of SR-614/Indrio Road to St. Lucie/Indian River County Line St. Lucie County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Engineer responsible for the design, quality control, and post design services for this roadway lighting Design-Build Project. Responsible design elements included roadway pole lighting, underdeck lighting, and sign lighting.			
g.	(1) TITLE AND LOCATION (City and State) North East Transit Hub Enhancements at 163rd Street Mall Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2015	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Performed roadway and site development for the reconstruction of NE 167th Street from NE 14th Avenue to NE 15th Avenue and reconstruction and milling and resurfacing of NE 15th Avenue from NE 164th Street to NE 167th Street. Responsible for the preparation of construction documents, technical specifications, estimate of construction cost, dry run permitting, bid and award services, and design services during construction. Design elements included pavement, drainage, roadway, and pedestrian lighting, signing and pavement markings, signalization, landscaping, and utility coordination. Performed coordination and presentations with agencies and organizations including, but not limited to, MDT, DTPW, TARC, FDOT, City of North Miami Beach, appropriate permitting agencies and committees, 163rd Street Mall, and Wal-Mart.			

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)**Hurricane Risk Reduction Project**

New Orleans, Louisiana

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2009

CONSTRUCTION (If applicable)

2013

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

United States Army Corps of
Engineers and City of New
Orleans Hurricane Protection
Office, USACE

b. POINT OF CONTACT

Victor Zillmer

c. POINT OF CONTACT TELEPHONE NUMBER

(903) 520-8749

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

Lead engineer for the design of the pivot structure for the new 150 ft long by pass floating gate or swing gate at the Gulf Intracoastal Waterway (GIWW). The gate is located within the new 1.8 mile long surge barrier built after hurricane Katrina. Design of reinforced concrete pivot column and structural steel pivot arm, equipped with built-in mechanisms to allow all 6 nautical movements of the floating gate, before is locked in the on or open position. Design of connection/anchorage of pivot arm to floating gate. Design of various ancillary structures including: piers for support of the gate in the open position, temporary fixed gate, temporary dock for remote concrete batch plant, concrete and steel staircases, ladders, and platforms. Specifications package. QC of massive reinforced concrete foundation mat or cap above 300 plus prestressed concrete piles to support the gate in the closed position, and design of the precast concrete floating swing gate with multiple partitions to progressively water ballast the gate in the closed or open position supports. The total construction cost is \$1.3 Billion.

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

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
			Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)**On Call Professional Engineering Services**

Monroe County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Various (See below)

CONSTRUCTION (If applicable)

Various (See below)

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

Monroe County, Florida

b. POINT OF CONTACT

Steve Sanders

c. POINT OF CONTACT TELEPHONE NUMBER

(305) 295-4338

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

Design, Rehabilitation and Repairs of timber boat docks and reinforced concrete boat ramps across the Florida Keys. Included geometric design and attachment of articulating block mats to prevent canal bed erosion due to boat propellers. Included design and selection of aluminum ladders, mooring piles, fenders, and cleats.

- Big Pine Key, emergency services boat dock reconstruction, existing pile capacity assessment, access ramp, rubble rip rap slope protection, and fencing **Professional Services: 2017 / Construction: 2019**
- Big Pine Key, structural design of new architectural welcome signs at the north and south ends **Professional Services: 2018 / Construction: 2018**
- Harry Harris Beach and Park, Tavernier Key, boat dock and boat ramps reconstruction **Professional Services: 2015 / Construction: 2016**
- Little Torch Key, boat docks reconstruction and reinforce concrete boat ramp repairs **Professional Services: 2015 / Construction: 2016**
- Big Coppitt Key new reinforced concrete finger pier and concrete boat ramp repairs **Professional Services: 2015 / Construction: 2019**

The total construction cost is \$2 Million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

a.

Structural Engineer

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE							
Teodoro Tefel, PE	Quality Assurance/Quality Control (QA/QC) Manager	a. TOTAL 33	b. WITH CURRENT FIRM 2						
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL									
16. EDUCATION (Degree and Specialization) BS in Civil Engineering, Florida International University - 1987		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer Number 50106							
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.)									
19. RELEVANT PROJECTS									
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
FDOT D6 Districtwide Resurfacing Scoping Reports Miami, FL	<table border="1"> <tr> <th>PROFESSIONAL SERVICES</th> <th colspan="2">CONSTRUCTION (if applicable)</th> </tr> <tr> <td>2020</td> <td colspan="2">Ongoing</td> </tr> </table>			PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)		2020	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)								
2020	Ongoing								
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm									
a. Engineer of Record (EOR) responsible for preparing districtwide resurfacing scoping reports by analyzing the existing conditions to determine deficiencies and establish or substantiate the project purpose and need. Also developed project alternatives to satisfy the identified deficiencies or needs within the corridor. The evaluation of other alternatives includes transit or transportation system improvement options. Most deliverables are preliminary cost sections based on the engineer's estimates, preliminary drainage analysis and plans, roadway conceptual plans, approved typical section package, and design variations/exceptions sections.									
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
FDOT D6 SR-25/US-27/Okeechobee Road from Miami-Dade County Line to SR-826 Miami, FL	<table border="1"> <tr> <th>PROFESSIONAL SERVICES</th> <th colspan="2">CONSTRUCTION (if applicable)</th> </tr> <tr> <td>2020</td> <td colspan="2">Ongoing</td> </tr> </table>			PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)		2020	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)								
2020	Ongoing								
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm									
b. Senior Engineer responsible for the review of roadway design plans for the reconstruction of this 10-mile section, including four major interchanges.									
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
FDOT D6 In-House Consultant Under the General Engineering Consultant Contract Miami, FL	<table border="1"> <tr> <th>PROFESSIONAL SERVICES</th> <th colspan="2">CONSTRUCTION (if applicable)</th> </tr> <tr> <td>2016</td> <td colspan="2">2020</td> </tr> </table>			PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)		2016	2020	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)								
2016	2020								
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm									
c. In-house consultant engineer for the review of design variations/exceptions and typical section packages for approval by the District Design Engineer. Performed coordination with consultant firms.									

d.	(1) TITLE AND LOCATION (City and State) FDOT D6 Express Lanes on SR-826 from Flagler Street to NW 154th Street & SR-93/I-75 from SR-826 to NW 170th Street Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2014	2015
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
Project Engineer for this 14-mile preliminary engineering project. The design included reconstruction, widening, and milling and resurfacing of SR-826, I-75, and frontage roads, as well as the construction of a two-lane SR-826/I-75 flyover connector.			
e.	(1) TITLE AND LOCATION (City and State) FDOT D6 SR-826/SR-836 Interchange Reconstruction (Section 5) Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	2016
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
Senior roadway engineer for plans reviews of major and complex limited access facilities. The SR-826/SR-836 Interchange is a 4-level, system to system interchange in Miami-Dade County.			
f.	(1) TITLE AND LOCATION (City and State) FDOT D4 SR-15 Over Hillsboro Canal Lift Out Span Deck Replacement Boca Raton, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	2014
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
Served as Engineer of Record (EOR) for Signing and Pavement Marking (S&PM) Plans and design of the Temporary Traffic Control Plans (TTCs).			
g.	(1) TITLE AND LOCATION (City and State) USACE Tamiami Trail west of Krome Avenue from MP 13.868 to MP 24.618 Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2009	2010
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
Served as Engineer of Record (EOR) for new construction and the widening and milling and resurfacing of Tamiami Trail. Design components included roadway, drainage, signing and pavement markings, and bridge.			
h.	(1) TITLE AND LOCATION (City and State) FDOT D6 NE 203rd St. & SR-5/Biscayne Blvd. Interchange Improvements Miami, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2005	2006
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE Check if project performed with current firm			
Engineer of Record (EOR) of the original Phase 2 for the reconstruction of ramps and the widening and milling and resurfacing of SR-5, NE 203rd Street, and West Dixie Highway. Design components included roadway, drainage, signing and pavement markings, signalization, structures, and landscaping.			

Standard Form 330: City of Fort Lauderdale RFQ # 12716-626: Consultant Services for Riverwalk North Seawall Replacement

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

12. NAME Edgar Diaz, MS, PE	13. ROLE IN THIS CONTRACT Constructability Reviewer	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) HBC Engineering Company, Doral, FL			
16. EDUCATION (Degree and Specialization) Master of Science in Civil Engineering, Florida International University - 1999		17. CURRENTLY PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer, Florida - No. 50728	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organization, Training, Awards, etc.) Advanced Maintenance of Traffic Training, OSHA 30-Hour Certificate			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) SR-713/Kings Hwy. from Okeechobee Rd. to N. I-95 Overpass Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2014	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
EOR responsible for the lighting design of approximately 3.3 miles of roadway reconstruction and retrofitting multiple signalized intersection.			
b.	(1) TITLE AND LOCATION (City and State) SR-A1A from South of Jasmine Ln. to North of SR-60/Beachland Blvd. Indian River County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Project consisted of milling and resurfacing, repairing damaged sidewalk, adding bike lanes, constructing sidewalk on east side at gap location, signalized intersection lighting retrofit at SR A1A and Beachland Boulevard, and lighting for two new midblock crosswalks on SR A1A at Iris Ln. and Dahlia Ln.			
c.	(1) TITLE AND LOCATION (City and State) NE 2nd Ave. Design-Build Project from NE 69th St. to NE 84th St. Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2019	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
This project included the additions of decorative lighting throughout the corridor. Overall project required design for drainage, lighting, signalization, and roadway reconstruction, as well as public involvement. This consisted of the addition of bike lanes, street parking, pavement reconstruction, an enhanced storm sewer system, curb and gutter repairs, sidewalk reconstruction, new pavement, horizontal and vertical geometry, side street and plateau intersection signalization, Signing and Pavement Marking (S&PM), and preparation of TTCP. Coordination was also made between all design disciplines.			

d.	(1) TITLE AND LOCATION (City and State) SR-80/Southern Blvd. from West of Lion Country Safari Road to Forest Hill Blvd Broward County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2016	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
EOR responsible for the signalization design of 4 signalized intersections (Lion Country Safari Road, Binks Forest Drive, Big Blue Trace, Palms West Parkway) for this widening and resurfacing project all 4 signals required replacements. The design required coordination with Palm Beach County the maintenance agency. There are 4 PTMS count station/sites that will be replaced. Design activity includes MOT signal design.			
e.	(1) TITLE AND LOCATION (City and State) Street Lighting Inventory and Illumination Levels Study City of Pembroke Pines, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2021	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Establish Illumination Criteria and Minimum Illumination Levels. Compile detailed inventory and report on the quantity and type of existing street lighting. Prepare a photometric light study for all streetlights on City owned streets and presenting at a minimum the light intensity and uniformity. Developed a geodatabase of more than 3,000 FPL light poles using GIS tools. Evaluate and prioritize potential infrastructure improvements. Provide general guidelines for street lighting which denotes typical locations and spacing of roadway lighting. Prepare a Roadway Lighting and Policy Development Report. Review application of LED lighting. Create Resident Streetlight Request procedure. Develop a Roadway Lighting Policy and standard that can be applied to evaluate lighting along City streets.			
f.	(1) TITLE AND LOCATION (City and State) SR-9/I-95 from South of SR-614/Indrio Road to St. Lucie/Indian River County Line St. Lucie County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2013	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Engineer responsible for the design, quality control, and post design services for this roadway lighting Design-Build Project. Responsible design elements included roadway pole lighting, underdeck lighting, and sign lighting.			
g.	(1) TITLE AND LOCATION (City and State) North East Transit Hub Enhancements at 163rd Street Mall Miami-Dade County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2015	
(3) BRIEF DESCRIPTION (scope, size, cost, etc.) and SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm			
Performed roadway and site development for the reconstruction of NE 167th Street from NE 14th Avenue to NE 15th Avenue and reconstruction and milling and resurfacing of NE 15th Avenue from NE 164th Street to NE 167th Street. Responsible for the preparation of construction documents, technical specifications, estimate of construction cost, dry run permitting, bid and award services, and design services during construction. Design elements included pavement, drainage, roadway, and pedestrian lighting, signing and pavement markings, signalization, landscaping, and utility coordination. Performed coordination and presentations with agencies and organizations including, but not limited to, MDT, DTPW, TARC, FDOT, City of North Miami Beach, appropriate permitting agencies and committees, 163rd Street Mall, and Wal-Mart.			

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified.
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
 3

21. TITLE AND LOCATION (City and State)

Atlantic Dunes Park Seawall Replacement

Delray Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2020

CONSTRUCTION (If applicable)

2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Delray Beach, Florida

b. POINT OF CONTACT

Isaac Kovner, PE

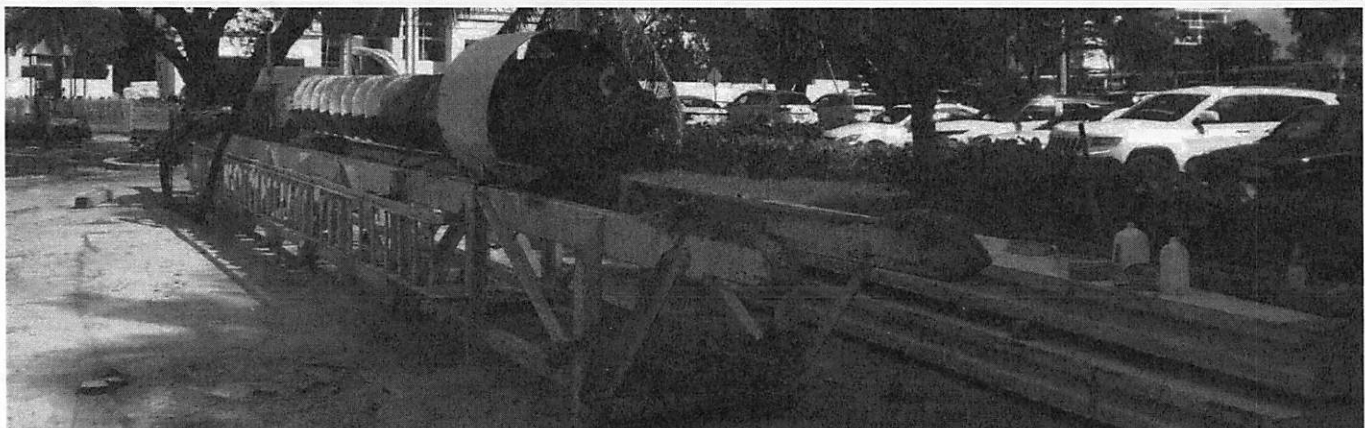
c. POINT OF CONTACT TELEPHONE NUMBER

(561) 243-7000

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

Project Description:

This project consisted of seawall replacements for the north and south sections of the park and other park improvements. The total construction cost is \$748,000.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
			Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified.
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

H.D. King Seawall Replacement

City of Ft. Pierce, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2016

CONSTRUCTION (If applicable)

2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Ft. Pierce

b. POINT OF CONTACT

Jack Andrews, PE

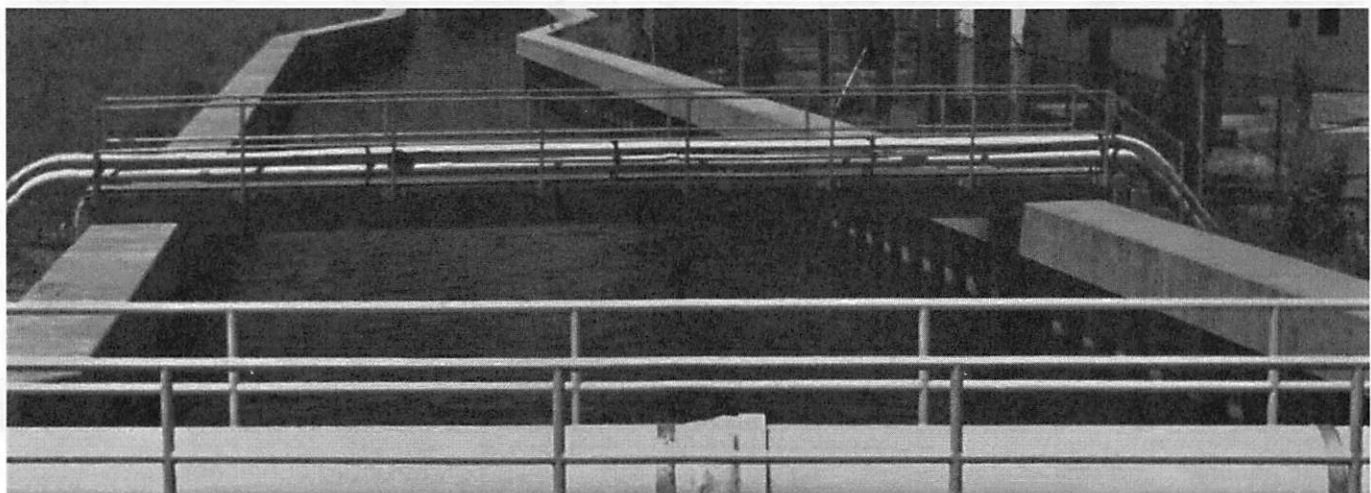
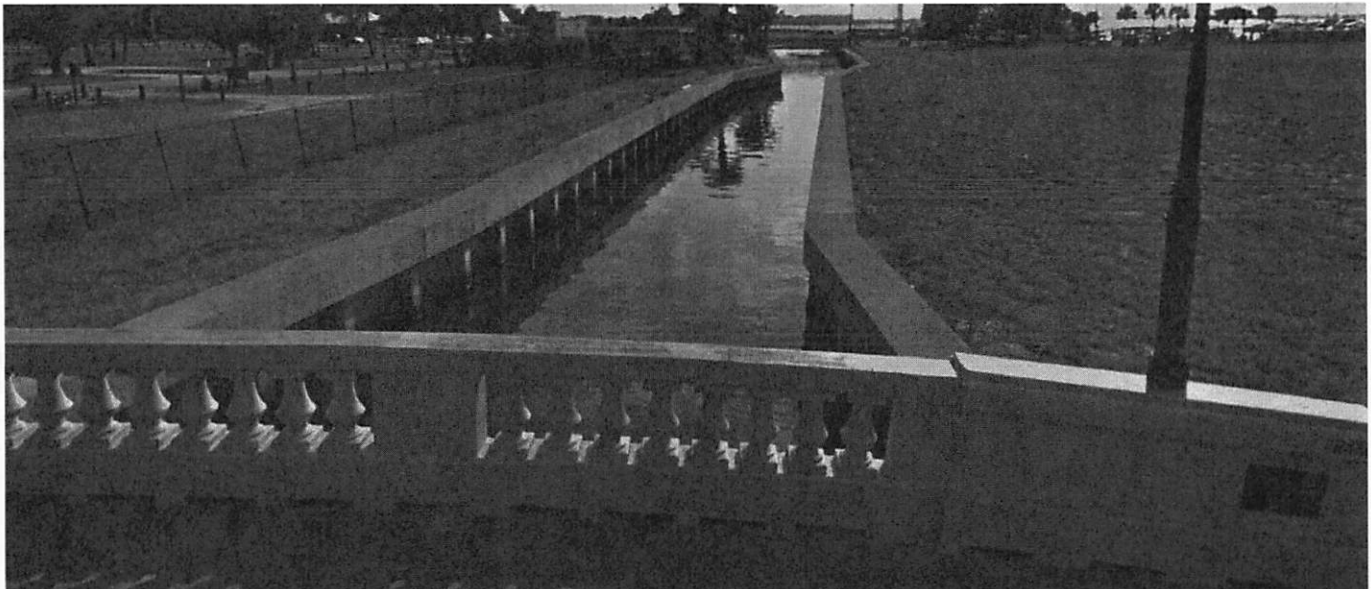
c. POINT OF CONTACT TELEPHONE NUMBER

(772) 467-3773

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

Project Description:

This project consisted of designing of a total of 1000 LF of concrete seawall to replace existing on both sides of Moore's Creek Canal. The total construction cost is \$1.35 Million.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

a.

Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
 (Present as many projects as requested by the agency, or 10 projects, if not specified.
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
 5

21. TITLE AND LOCATION (City and State)

Gran Kaymen Seawall Replacement

Hillsborough County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2021

CONSTRUCTION (If applicable)

2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Public Utilities Administration-
Water Resources Dept.

b. POINT OF CONTACT

Samantha Flores, PE

c. POINT OF CONTACT TELEPHONE NUMBER

(813) 459-9617

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

Project Description:

This project consisted of designing approximately 100 LF of concrete seawall to replace the existing in Kingston Canal, Apollo Beach, Florida. The total construction cost is \$247,147.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

a.

Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)**Upper Peace Legacy Trail**

Bartow, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2015

CONSTRUCTION (If applicable)

2016

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

FDOT District 1

b. POINT OF CONTACT

Ryan Weeks

c. POINT OF CONTACT TELEPHONE NUMBER

(863) 519-2837

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

This project consisted of designing a trail bridge (241 LF long x 13.5 LF wide) with added features to blend in with the surrounding scenic in John Hancock Lake, in Polk County, FL. This project also involved the design of 200 LF of permanent seawalls on both sides of the bridge that served to support bridge embankments. The total construction cost is \$600,000.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT****(1) FIRM NAME****(2) FIRM LOCATION (City and State)****(3) ROLE**

a.

Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)**Gordon River Connector Bridge and Boardwalks**

Naples, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2016

CONSTRUCTION (If applicable)

2018

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**City of Naples Streets and
Stormwater Department**b. POINT OF CONTACT**

Greg Strakaluse, PE

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 213-5000

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

This project consisted of designing a three-span prestressed concrete bridge over Gordon River. In addition, IPE wood boardwalks were designed at bridge approaches in highly sensitive protected mangrove areas. Both boardwalks and bridge had LED lighting along stainless-steel railing. The total construction cost is \$3 Million.

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

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.		Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)**Clam Bayou Recreational Trail Phase II – Bridges**

Saint Petersburg, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2010

CONSTRUCTION (If applicable)

2012

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

FDOT District 7

b. POINT OF CONTACT

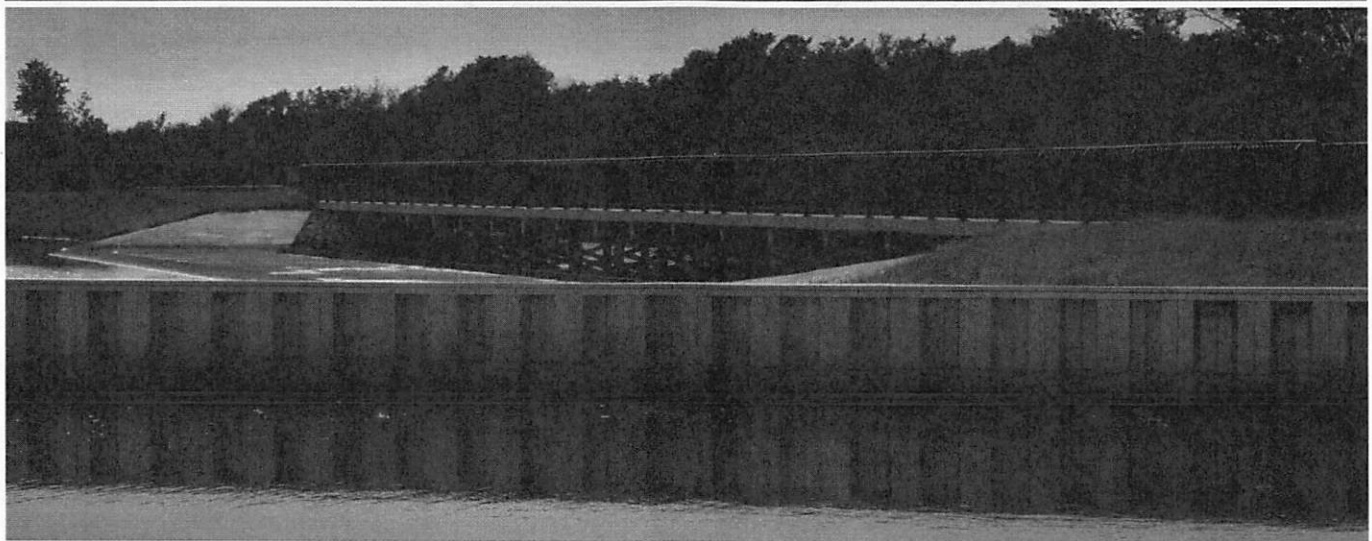
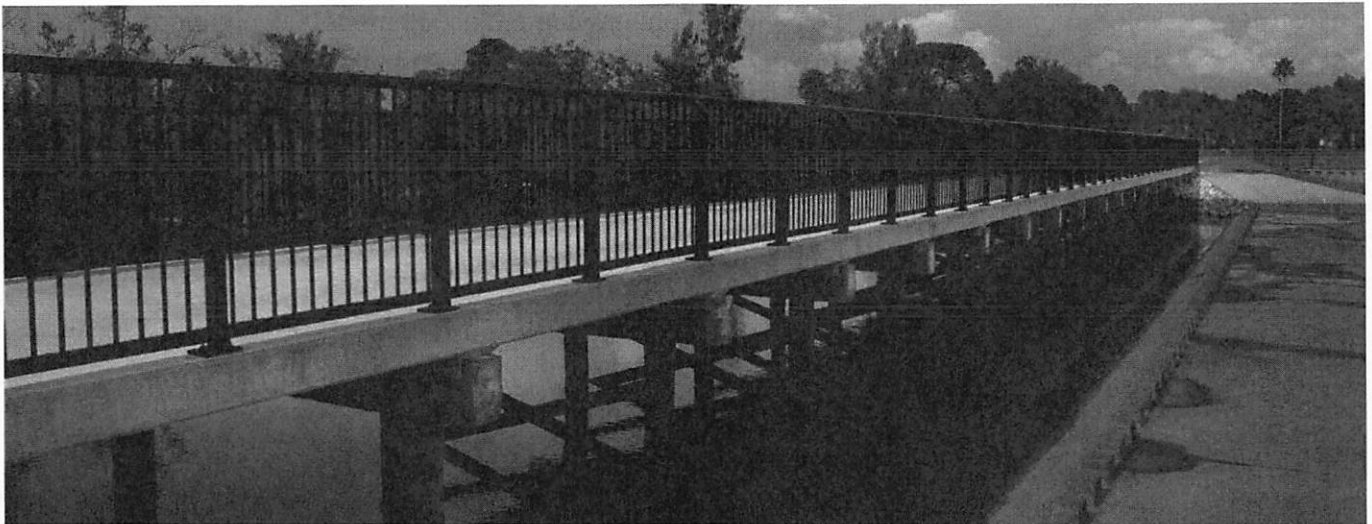
Duane Aldrich

c. POINT OF CONTACT TELEPHONE NUMBER

(727) 893-7238

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

This project consisted in the structural design of six trail bridges and seawalls in an environmental sensitive area in Saint Petersburg's Clam Bayou. This project was part of a LAP project with FDOT District 7. The total construction cost is \$1.7 Million.

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

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

a.

Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)**Albert Pallot Park Shoreline Protection**

Miami, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2014

CONSTRUCTION (If applicable)

2018

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

City of Miami

b. POINT OF CONTACT

Sandra J Vega

c. POINT OF CONTACT TELEPHONE NUMBER

(305) 968-0802

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

This project consisted in the design and construction of a precast concrete seawall along the shoreline at Pallot Park, to stabilize the existing rubble rip rap slope protection. Environmental permit and mitigation were required for removal of mangroves on the shoreline. Upgrades to the park also included a new walkway and kayak launch. Openings in the seawall were provided to accommodate two drainage outfalls. The seawall was tied with existing seawalls by the Julia Tuttle Causeway in the south end and at an apartment building on the north end. The total construction cost is \$300,000.

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

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.		Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)**West Avenue Bridge over Collins Canal**

Miami Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2017

CONSTRUCTION (If applicable)

2017

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

Miami Beach Public Works Dept.

b. POINT OF CONTACT

Giancarlo Peña, PE, CGC

c. POINT OF CONTACT TELEPHONE NUMBER

(305) 546-2943

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

Design Build Project. Design and post design services for construction of the West Avenue Bridge over Collins Canal, a new crossing. Design of substructure over augercast piles using STADD Pro software, and design of superstructure consisting of FDOT Florida Slab Beams (FSB) composite with slab, a FDOT developmental standard, using FDOT Mathcad program. The bridge is on a maximum skew of 30°, with 3 vertical curves (centerline and gutter lines) and 2 consecutive horizontal curves. Analysis of existing seawalls to remain, 12"x 12" vertical and battered piles at 9 ft centers with precast concrete panels behind, approximately 6 ft in front of abutment and auger cast piles. Design of substructure for new pedestrian bridge over Collins Canal at Lincoln Ct. The total construction cost is \$10 Million.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT****(1) FIRM NAME****(2) FIRM LOCATION (City and State)****(3) ROLE**

Structural Engineer

Standard Form 330: City of Ft. Lauderdale, Bid RFQ 12716-626**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

11

21. TITLE AND LOCATION (City and State)**Crandon Park Marina Boat Ramp Repairs**

Miami Dade County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2015

CONSTRUCTION (If applicable)

2017

23. PROJECT OWNER'S INFORMATION**a. PROJECT OWNER**

Miami Dade County

b. POINT OF CONTACT

Byron Dowell

c. POINT OF CONTACT TELEPHONE NUMBER

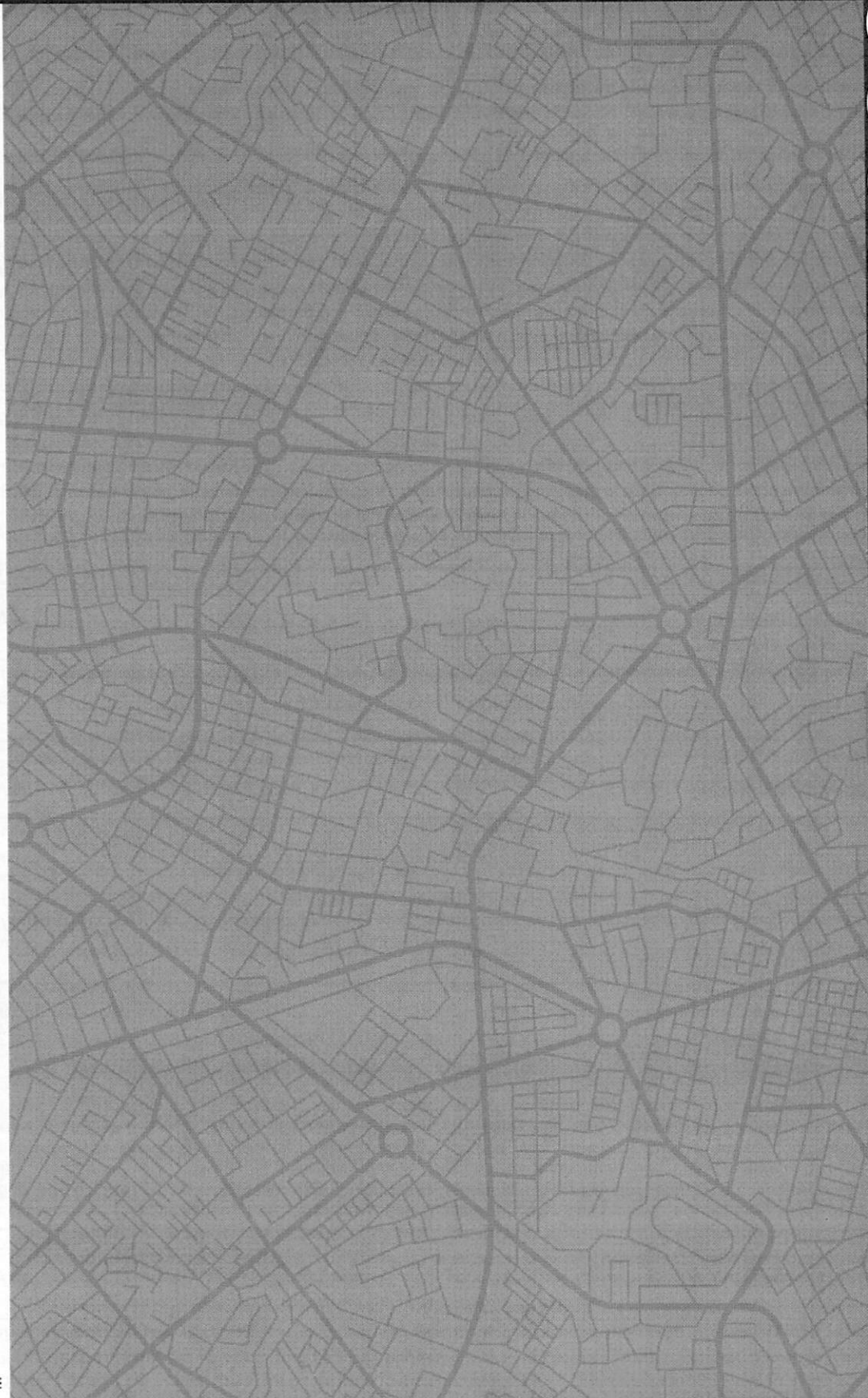
(305) 338-1688

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

Post Design Services. Repair of eight (8) reinforced concrete pier decks and installation of new plastic lumber rub rails and fender piles. Included repairs to concrete tied back bulkhead or seawall, and replacement of reinforced concrete deck with prestressed concrete deck in walkway connecting seawall land side with pier no. 1. The total construction cost is \$470,000.

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

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.		Structural Engineer



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Brian Voelker, M.S., SPWS, C.A., CLI	13. ROLE IN THIS CONTRACT Environmental Permitting Engineer	14. YEARS EXPERIENCE a. TOTAL 25 b. WITH CURRENT FIRM <1	
15. FIRM NAME AND LOCATION (City and State) Chen Moore and Associates, Fort Lauderdale, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science / Environmental Studies Master of Science / Coastal Zone Management, Marine Biology		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) / FAA Drone Remote Pilot / SWS Professional Wetland Scientist / ISA Certified Arborist / ISA Tree Risk Assessment Qualification	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Voelker is a senior scientist specializing in natural resource assessments and permitting, as well as certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a. (1) TITLE AND LOCATION (City and State) Lift Station 61 Rehabilitation Pompano Beach, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. CMA is providing professional engineering services on the Pompano Beach Lift Station #61 Rehabilitation Project. CMA will provide site investigation, hydraulic analysis, engineering design services, regulatory permitting, and limited construction administration for this project. CMA will review and evaluate all available topographic surveys, atlases, design drawings, and/or record drawings for the existing facilities at Lift Station #61 to determine the configuration of existing	[X] Check if project performed with current firm	
b. (1) TITLE AND LOCATION (City and State) Coconut Creek Lakeside Park Improvements Coconut Creek, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. CMA is providing professional civil engineering and landscape architecture services for the Coconut Creek Lakeside Park Improvements.	[X] Check if project performed with current firm	
c. (1) TITLE AND LOCATION (City and State) Reservoir/Stormwater Treatment Area Project Engineering During Construction Services	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Specialist. CMA is providing professional engineering services to HDR Engineering, Inc during construction services for the C-44 Reservoir/Stormwater Treatment Area Project. Services shall include a comprehensive Grassing Management Strategy for the C-44 Reservoir for the associated maintenance of grass, a site visit followed by a delivered baseline video and site visit report, soil sampling of the C-44 Reservoir followed by a delivered Preliminary and Final Diagnostics Reports with results, a delivered Grassing Management Strategy and responses to QA questions from HDR and the U.S. Army Corps of Engineers Design Review Team.	[X] Check if project performed with current firm	
d. (1) TITLE AND LOCATION (City and State) Gaines Park - Community and Tennis Center West Palm Beach, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. The project scope assumes total renovation of the community center including the demolition and reconstruction of significant portions of the current building, as well as the design of a new tennis center incorporating six (6) tennis courts and four (4) to six (6) pickle ball courts. CMA's scope of work includes preparation of the project site plan; civil design; utilities design and permitting; landscape design; and supporting permitting and construction administration services. CMA assumes the project will require new utility connections to the buildings, pedestrian connection adjustments, resurfacing and restriping of the existing parking areas; hardscape, landscape, wayfinding, and irrigation improvements; and modification of the stormwater infrastructure.	[X] Check if project performed with current firm	
e. (1) TITLE AND LOCATION (City and State) NE 96th Street Alley Conversion Town of Bay Harbour Islands, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. CMA is providing civil engineering services for the above referenced project at NE 96th Street within the Town of Bay Harbor Islands, FL. The project consists of converting the alley behind the existing Public Works facilities for one-way vehicular use.	[X] Check if project performed with current firm	

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

12. NAME Daniel Davila, P.E.	13. ROLE IN THIS CONTRACT Environmental Permitting Engineer	14. YEARS EXPERIENCE a. TOTAL 23 b. WITH CURRENT FIRM 11	
15. FIRM NAME AND LOCATION (City and State) Chen Moore and Associates, Fort Lauderdale, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FL / Professional Engineer	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Davila has experience on numerous private and public clients that range from residential developers, industrial developers, municipalities, federal agencies, hospitals, universities, and educational institutions. His experience includes planning and design of stormwater systems, water and wastewater facilities, facilities planning, utilities master planning, infrastructure renewal, roadway design, and construction management. He has been the contract manager for small projects as well as large complex projects managing millions of dollars in design fees and several subconsultants.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
a.	(1) TITLE AND LOCATION (City and State) TO-01 South River Force Main Crossing Ft Lauderdale, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Supervisor. CMA prepared the Design Criteria Package (DCP) for the South Middle River Force Main Crossing for the City of Fort Lauderdale, located along NE 19th Street / NE 21st Street between NE 22nd Avenue and Bayview Drive. This project included approximately 1,410 LF of horizontal directional drill (HDD) of the 16" force main under the Middle River. CMA prepared the DCP and has permitted the HDD with Broward County, SFWMD, U.S. Army Corps of Engineers (ACOE), and FDEP. CMA also provided bidding assistance for this project.	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) 2020
b.	(1) TITLE AND LOCATION (City and State) TO-02 Bayshore Drive Intracoastal Crossing Force Main Ft Lauderdale, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. CMA prepared a Design Criteria Package for the City of Fort Lauderdale. The City owns and operates 4,420 linear feet of 20" diameter wastewater force main which includes 650 feet of subaqueous crossing under the Intracoastal Waterway. The City has experienced several pipeline failures over the years and determined the force main needed to be rehabilitated and or replaced. CMA also provided permitting services, geotechnical investigations, bidding assistance, topographic and bathymetric survey, and services during construction.	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) 2021
c.	(1) TITLE AND LOCATION (City and State) TO-03 Force Main Upsize From D-36 to D-35 Ft Lauderdale, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. The project consists in the replacement of an 8" and 10" diameter wastewater force main to be upsized to a 14" HDPE force main. The force main conveys flow from Pumping Station D-36 along SE 19th Place and Harbor Inlet Drive to Pumping Station D-35. It is located in a busy residential neighborhood abutting SE 17th Street one of the major corridors along the coast in Fort Lauderdale. The force main connects to and existing 24" force main in SE 17th Street, which is an FDOT road. The total force main is approximately 3,000 linear feet long.	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) 2021
d.	(1) TITLE AND LOCATION (City and State) TO-04 - P12378 North Beach Parking Lot Ft Lauderdale, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. CMA is providing engineering design services, permitting, bidding and post design services for the North Beach Village Parking Lot. The proposed parking lot will be on approximately 1.5 acres of land and it will have an approximately 154 spaces of automobile parking spaces and 7 ADA parking spaces. The project should include one access driveway to Vistamar Street, at least one pedestrian access from the sidewalk to the parking lot on each street, concrete pad for bicycle parking, on-site retention basin, landscape and lighting per municipal code. CMA will perform preliminary investigation; construction documents; regulatory agency permitting and coordination; environmental permitting and coordination; bidding services; and post design services.	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
e.	(1) TITLE AND LOCATION (City and State) TO-05 SW 2nd Ave Parking Improvements Fort Lauderdale, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. CMA is providing engineering design services, permitting, bidding and post design services for parking improvements on SW 2nd Avenue. The proposed parking improvements will convert two existing sodded medians with no curbing into angled parking and will create approximately 40 new public parking spaces. The project will also include speed humps, cross walks, minor landscaping improvements at the ends of the islands and stormwater drainage. CMA is providing preliminary investigation; construction documents; regulatory agency permitting and coordination; and bidding services.	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022

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

12. NAME Cristobal Betancourt, PLA, AICP	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE a. TOTAL 27 b. WITH CURRENT FIRM 11	
15. FIRM NAME AND LOCATION (City and State) Chen Moore and Associates, West Palm Beach, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / Landscape Architecture Master of Science / Urban Design		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FL / Registered Landscape Architect	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Betancourt is CMA's Vice President of Landscape Architecture and Planning. He has experience providing planning and landscape architecture design solutions for public and private sector clients. His team provides a full range of services starting with due diligence and master planning culminating in detailed site design. He is well versed in the use of low-impact development techniques specifically applied to site planning, has knowledge of local municipal codes, and is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Fort Lauderdale Beach Park Fort Lauderdale, FL	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If Applicable) 2012
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. The purpose of this project was to provide the restoration and enhancement of the City-owned 6.5-acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) SE 15th St Boat Launch & Marine Complex Fort Lauderdale, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2012 CONSTRUCTION (If Applicable) 2015	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As part of its general civil engineering contract, Chen Moore and Associates was asked to design and permit upgrades to the parking lot located at 1784 SE 15th Street. The property covers approximately 29,000 SF and has two boat ramps, a marina and the police water unit building. The scope of services includes removing the existing fixed docks and replacing them with new floating concrete docks for City use and proposing drainage and lighting upgrades to bring the lot up to City Code compliance.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Dixie Highway Improvement Project Streetscape Plan Fort Lauderdale, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2012 CONSTRUCTION (If Applicable) N/A	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. CMA developed a streetscape master plan for Dixie Highway in the Middle River Terrace Neighborhood of Fort Lauderdale, Florida. CMA was contracted by the City to work with the local homeowners association who received a grant to fund the development of a complete streets master plan. The neighborhood was developed prior to many current planning and zoning standards being implemented in the City, as a result, the community had concerns about unsafe conditions for pedestrians and bicyclists due to unregulated land development patterns.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) B-22 Pumping Station Replacement City of Ft. Lauderdale	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION (If Applicable) 2022	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. CMA is providing engineering design services, permitting, bidding, and post design services for the replacement of a duplex waste water station with a prefabricated submersible package station. CMA is also providing construction documents for landscaping, including mitigation for removal and/or relocation of trees, water service connection, pavement restoration plans, grading, and stormwater pollution prevention plan, as well as permitting for water use and construction of wastewater system with the applicable regulatory agencies. The existing pump station is located within a few feet of a seawall and dewatering calculations as well as construction feasibility are included in the scope.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) NW 15th Avenue Streetscape City of Ft. Lauderdale	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (If Applicable) N/A	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. The City has requested that CMA provide professional services to enhance the performance and aesthetic condition of NW 15th Avenue. The scope of work is primarily identified as developing and implementing a Complete Streets approach to the corridor to enhance safety and aesthetics for the community. Specific instruments to be included are traffic calming, a shared use path, sidewalk improvements, bring the corridor up to current Americans with Disabilities Act (ADA) standards, crosswalks, pedestrian lighting, landscape islands, landscape enhancements, and street furnishings.	<input checked="" type="checkbox"/> Check if project performed with current firm	

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

12. NAME Eric Harrison, PLA	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE a. TOTAL 19 b. WITH CURRENT FIRM 9	
15. FIRM NAME AND LOCATION (City and State) Chen Moore and Associates, West Palm Beach, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science / Landscape Architecture Associate of Arts /		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FL / Registered Landscape Architect	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Harrison is a senior landscape architect for CMA's landscape architecture team. He is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. Mr. Harrison is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a. (1) TITLE AND LOCATION (City and State) SE 15th St Boat Launch & Marine Complex	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If Applicable) 2015
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As part of its general civil engineering contract, Chen Moore and Associates was asked to design and permit upgrades to the parking lot located at 1784 SE 15th Street. The property covers approximately 29,000 SF and has two boat ramps, a marina and the police water unit building. The scope of services includes removing the existing fixed docks and replacing them with new floating concrete docks for City use and proposing drainage and lighting upgrades to bring the lot up to City Code compliance.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b. (1) TITLE AND LOCATION (City and State) TO-05 SW 2nd Ave Parking Improvements Fort Lauderdale, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. CMA is providing engineering design services, permitting, bidding and post design services for parking improvements on SW 2nd Avenue. The proposed parking improvements will convert two existing sodded medians with no curbing into angled parking and will create approximately 40 new public parking spaces. The project will also include speed humps, cross walks, minor landscaping improvements at the ends of the islands and stormwater drainage. CMA is providing preliminary investigation, construction documents, regulatory agency permitting and coordination, and bidding services.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c. (1) TITLE AND LOCATION (City and State) B-22 Pumping Station Replacement City of Ft. Lauderdale	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. CMA is providing engineering design services, permitting, bidding, and post design services for the replacement of a duplex waste water station with a prefabricated submersible package station. CMA is also providing construction documents for landscaping, including mitigation for removal and/or relocation of trees, water service connection, pavement restoration plans, grading, and stormwater pollution prevention plan, as well as permitting for water use and construction of wastewater system with the applicable regulatory agencies. The existing pump station is located within a few feet of a seawall and dewatering calculations as well as construction feasibility are included in the scope.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d. (1) TITLE AND LOCATION (City and State) NW 15th Avenue Streetscape City of Ft. Lauderdale	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. The City has requested that CMA provide professional services to enhance the performance and aesthetic condition of NW 15th Avenue. The scope of work is primarily identified as developing and implementing a Complete Streets approach to the corridor to enhance safety and aesthetics for the community. Specific instruments to be included are traffic calming, a shared use path, sidewalk improvements, bring the corridor up to current Americans with Disabilities Act (ADA) standards, crosswalks, pedestrian lighting, landscape islands, landscape enhancements, and street furnishings.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e. (1) TITLE AND LOCATION (City and State) JM Family Enterprises Facility-Deerfield Beach Deerfield Beach, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable) 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. CMA is providing landscape architecture services as a subconsultant to PGAL Associates for the JM Family Enterprises campus renovation and expansion in Deerfield Beach. CMA is developing campus-wide landscape and hardscape plans to support the construction of the new facilities. Services include design development, construction documents and permitting. The project is being launched to attract new generations of workers and marks JM Family's 50th anniversary.	<input checked="" type="checkbox"/> Check if project performed with current firm	

STANDARD FORM 330 (7/2021) PAGE 2

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION (City and State) Fort Lauderdale Beach Park		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2012</td> <td>CONSTRUCTION (if Applicable) 2012</td> </tr> </table>	PROFESSIONAL SERVICES 2012	CONSTRUCTION (if Applicable) 2012
PROFESSIONAL SERVICES 2012	CONSTRUCTION (if Applicable) 2012			

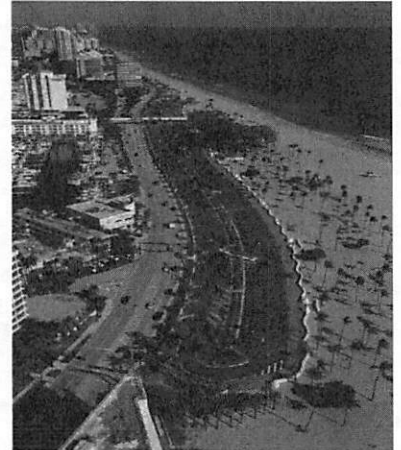
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Donald Morris	c. POINT OF CONTACT TELEPHONE NUMBER 954-468-1516
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The purpose of this project was to provide the restoration and enhancement of the City-owned 6.5-acre "South Beach" parking lot, located along SR A1A, south of Las Olas Boulevard. The scope of work includes bringing the parking lot into ADA compliance per requirements of consent decree, replacing a deteriorating low profile wall and sidewalk approximately 2100 feet in length, replacing existing lighting with turtle-compliant fixtures, and designing additional landscaping. Chen Moore and Associates prepared the required DRC submittal, which included all required public purpose approvals, as well as a conceptual layout of a new entrance at the southern end of the parking lot. This project was a joint effort between various City departments, including the City of Fort Lauderdale Beach Community Redevelopment Agency and Parking Services.

CMA coordinated the pre-construction historical site review. Upon discovery of the artifacts, CMA worked with the contractor to provide on-site supervision for all underground operations.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 12716-026 2		
21. TITLE AND LOCATION (City and State) TO-01 South River Forcemain Crossing Ft Lauderdale, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2019</td> <td>CONSTRUCTION (if Applicable) 2020</td> </tr> </table>		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if Applicable) 2020
PROFESSIONAL SERVICES 2019	CONSTRUCTION (if Applicable) 2020			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Daniel Fisher	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-5850
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

CMA prepared the Design Criteria Package (DCP) for the South Middle River Force Main Crossing for the City of Fort Lauderdale, located along NE 19th Street / NE 21st Street between NE 22nd Avenue and Bayview Drive. The scope of work included preliminary design and permitting of approximately 2,200 LF of 16" HDPE sanitary sewer force main to replace the existing 12" cast iron pipe force main which is currently out of service. This project included approximately 1,410 LF of horizontal directional drill (HDD) of the 16" force main under the Middle River. CMA prepared the DCP and has permitted the HDD with Broward County, SFWMD, U.S. Army Corps of Engineers (ACOE), and FDEP. CMA also provided bidding assistance for this project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Chen Moore and Associates	Fort Lauderdale, FL	Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3		
21. TITLE AND LOCATION <i>(City and State)</i> TO-02 Bayshore Drive Intracoastal Crossing Forcemain (12389) Ft Lauderdale, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2022</td> <td>CONSTRUCTION (if Applicable) 2022</td> </tr> </table>	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022
PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Daniel Fisher	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-5850
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CMA prepared a Design Criteria Package for the City of Fort Lauderdale. The City owns and operates 4,420 linear feet of 20" diameter wastewater force main which includes 650 feet of subaqueous crossing under the Intracoastal Waterway. The forcemain conveys flow from Pumping Station D-40 and the surrounding area east to the intersection of Middle River Drive and NE 9th Street where it connects to a 48" diameter force main. The City has experienced several pipeline failures over the years and determined the force main needed to be rehabilitated and or replaced. CMA also provided permitting services, geotechnical investigations, bidding assistance, topographic and bathymetric survey, and services during construction.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION <i>(City and State)</i> Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> TO-04 - P12378 North Beach Parking Lot (PP171887-4) Ft Lauderdale, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION (if Applicable) 2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Shiau Ching Low	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-3779
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CMA is providing engineering design services, permitting, bidding and post design services for the North Beach Village Parking Lot. The proposed parking lot will be on approximately 1.5 acres of land and it will have an approximately 154 spaces of automobile parking spaces and 7 ADA parking spaces. The project should include one access driveway to Vistamar Street, at least one pedestrian access from the sidewalk to the parking lot on each street, concrete pad for bicycle parking, on-site retention basin, landscape and lighting per municipal code. CMA will perform preliminary investigation; construction documents; regulatory agency permitting and coordination; environmental permitting and coordination; bidding services; and post design services.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION <i>(City and State)</i> Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5		
21. TITLE AND LOCATION <i>(City and State)</i> S. River Forcemain Crossing Design Review and CEI Services - Contract 466-11723-2	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2022</td> <td>CONSTRUCTION (if Applicable) 2022</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022
PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Diana Carrillo	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-5064
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CMA prepared a Design Criteria Package (DCP) and performed Construction Engineering and Inspection (CEI) services for the City of Fort Lauderdale Public Works Department for the replacement and upsizing of approximately 1,860 linear feet of 12" sanitary sewer forcemain in the Bal Harbour / Coral Ridge neighborhoods.



The project included a 16" horizontal directional drill (HDD) under the South Middle River and upland open-cut installation along NE 19th Street from NE 22nd Avenue and NE 21st Street to Bayview Drive. CMA prepared the DCP which included plans and specifications. CMA also performed permitting services with Broward County and FDEP. CMA performed CEI services during the Design-Build phase, including plans review, full time field representation, and project closeout services. The Design-Build construction cost was approximately \$1.3 Million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Chen Moore and Associates	Fort Lauderdale, FL	Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6		
21. TITLE AND LOCATION <i>(City and State)</i> The Galt Ocean Mile - Streetscape Concepts - Project 12585 - PO PP190052-1 point approximately 0.8 miles, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2022</td> <td>CONSTRUCTION (if Applicable) 2022</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022
PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2022			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Louis LaFaurie	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-6538
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The purpose of this project is to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The scope is based on public engagement and concepts performed and developed by the City of Fort Lauderdale. The proposed upgrades include milling & resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement/addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION <i>(City and State)</i> Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

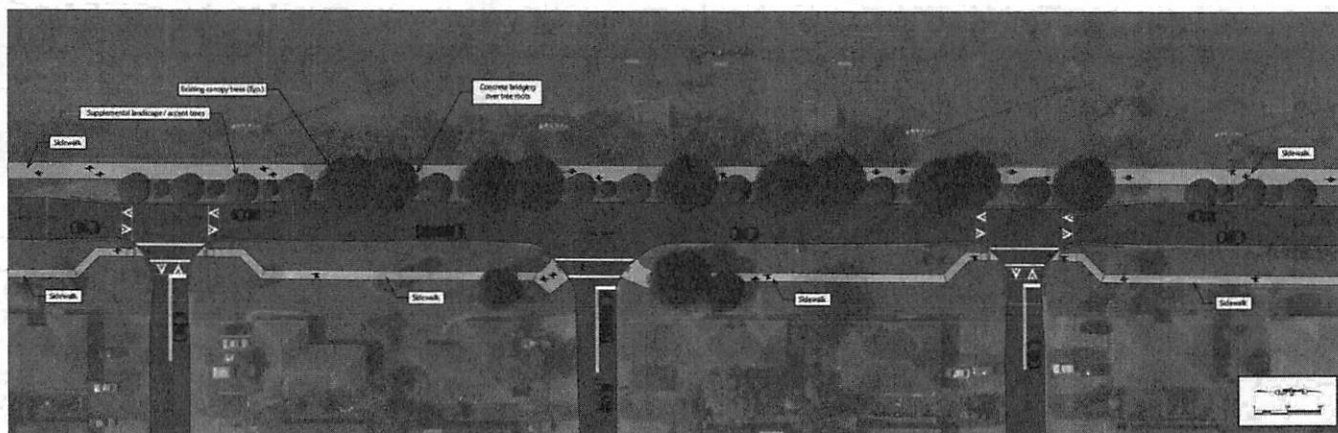
STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State) TO-10 - P12470 - NW 15th Avenue Streetscape - City of Ft. Lauderdale 466-11723-2 - PP171887-11	22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (if Applicable) 2021	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Karen Warfel	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-3798

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

The City has requested that CMA provide professional services to enhance the performance and aesthetic condition of NW 15th Avenue. The scope of work is primarily identified as developing and implementing a Complete Streets approach to the corridor to enhance safety and aesthetics for the community. Specific instruments to be included are traffic calming, a shared use path, sidewalk improvements, bring the corridor up to current Americans with Disabilities Act (ADA) standards, crosswalks, pedestrian lighting, landscape islands, landscape enhancements, and street furnishings.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3

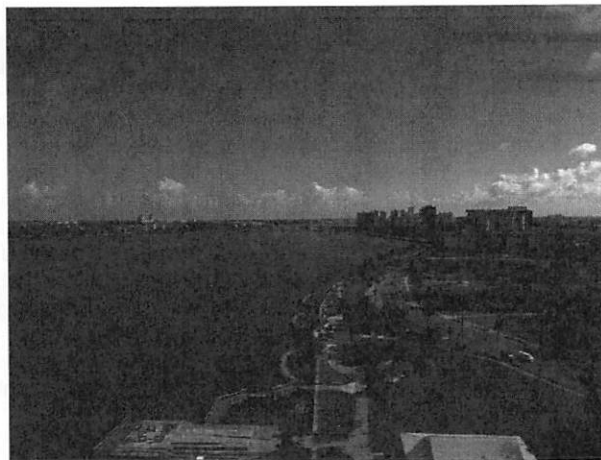
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8		
21. TITLE AND LOCATION <i>(City and State)</i> Currie Park - Architectural and Engineering Services (20862.002) West Palm Beach, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2022</td> <td>CONSTRUCTION (if Applicable) 2023</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2023
PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2023			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of West Palm Beach	b. POINT OF CONTACT NAME Alexa Krahe	c. POINT OF CONTACT TELEPHONE NUMBER 561-822-1551
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CMA is the prime consultant leading the redevelopment of Currie Park for the City of West Palm Beach. The project aims to enhance a public asset to provide a substantial public benefit increasing the health, welfare and economic vitality of the community. The 13.6 acre waterfront park currently consists of public open space including boat ramps with trailer parking, tennis courts, fishing pier, playground, a landmark memorial to commemorate the late Dr. Martin Luther King Jr., covered pavilions and restroom facilities. The Project is broken into two phases. CMA led the development Phase I which included Information Gathering, Public Engagement, and Visioning for the Project. In addition to Visioning, our team conducted a marina market analysis, developed a maintenance and operations plan, and identified public/private partnerships and other means of financing the construction and operation of Currie Park as part of Phase I services. The CMA team identified and assisted the City/CRA in applying for a \$20.3 million Building Resiliency Grant offered through the Florida Department of Economic Opportunity. The project was awarded \$16.74 million of the grant request. The Vision Plan was approved by the CRA Board and Commission on June 1, 2021.



CMA is currently planning Phase II activities which will include Construction Documentation, Permitting, and Construction Administration.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Chen Moore and Associates	(2) FIRM LOCATION <i>(City and State)</i> Fort Lauderdale, FL	(3) ROLE Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9		
21. TITLE AND LOCATION <i>(City and State)</i> Downtown Coral Springs Streetscaping Coral Springs, FL	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2015</td> <td style="width: 50%;">CONSTRUCTION (if Applicable) 2015</td> </tr> </table>		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if Applicable) 2015
PROFESSIONAL SERVICES 2015	CONSTRUCTION (if Applicable) 2015			

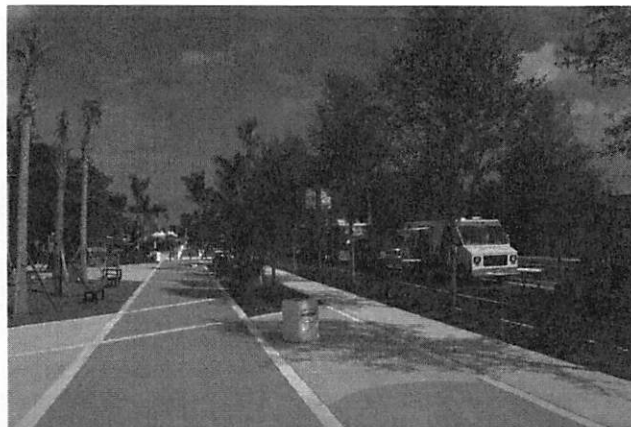
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Coral Springs	b. POINT OF CONTACT NAME Danielle Lima	c. POINT OF CONTACT TELEPHONE NUMBER 954-344-1165
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CMA was contracted by the City of Coral Springs to assist the Coral Springs CRA in the planning, design, permitting, and construction support of various streetscaping improvements in Downtown Coral Springs. As the prime consultants, CMA provided civil engineering, landscape architecture, environmental permitting, and construction engineering and inspection services for the project.

The project included implementing Complete Street concepts for NW 31st Court, NW 94th Avenue, and NW 32nd Street. Additionally, CMA implemented the culverting of the canal along NW 31st court to provide space for a linear park, called the "Art Walk", which is an important pedestrian connection between the downtown pathways project and The Walk development. Finally, the project included the implementation of turn lanes along Sample Road, median improvements in Sample Road, and minor improvements to adjacent alleyways and pedestrian pathways.



Overall, the project improved the walkable nature of Downtown Coral Springs, while tying together various aesthetic elements in advance of the City Hall project sited adjacent to the projects.

CMA was awarded a Florida Chapter of American Society of Landscape Architect's Merit Award for The Coral Springs Art Walk which is a flexible venue developed over an existing Sunshine Water Drainage Control District canal. It is reclaimed public space, which anchors the City's new Municipal Complex. The Art Walk hosts the City's Green Market, special events, and has rotating public art displays throughout the year.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Chen Moore and Associates	Fort Lauderdale, FL	Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

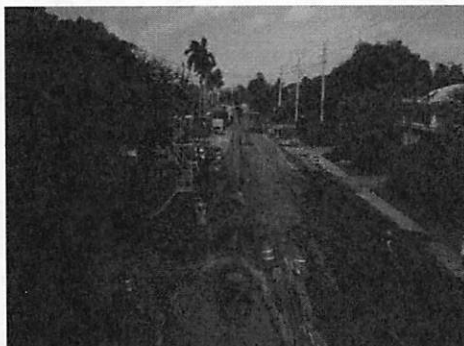
STANDARD FORM 330 (7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 10		
21. TITLE AND LOCATION (City and State) Emergency Bypass 48" Forcemain	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (if Applicable) 2021</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) 2021
PROFESSIONAL SERVICES 2021	CONSTRUCTION (if Applicable) 2021			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Omar Castellon	c. POINT OF CONTACT TELEPHONE NUMBER 954-828-5064
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



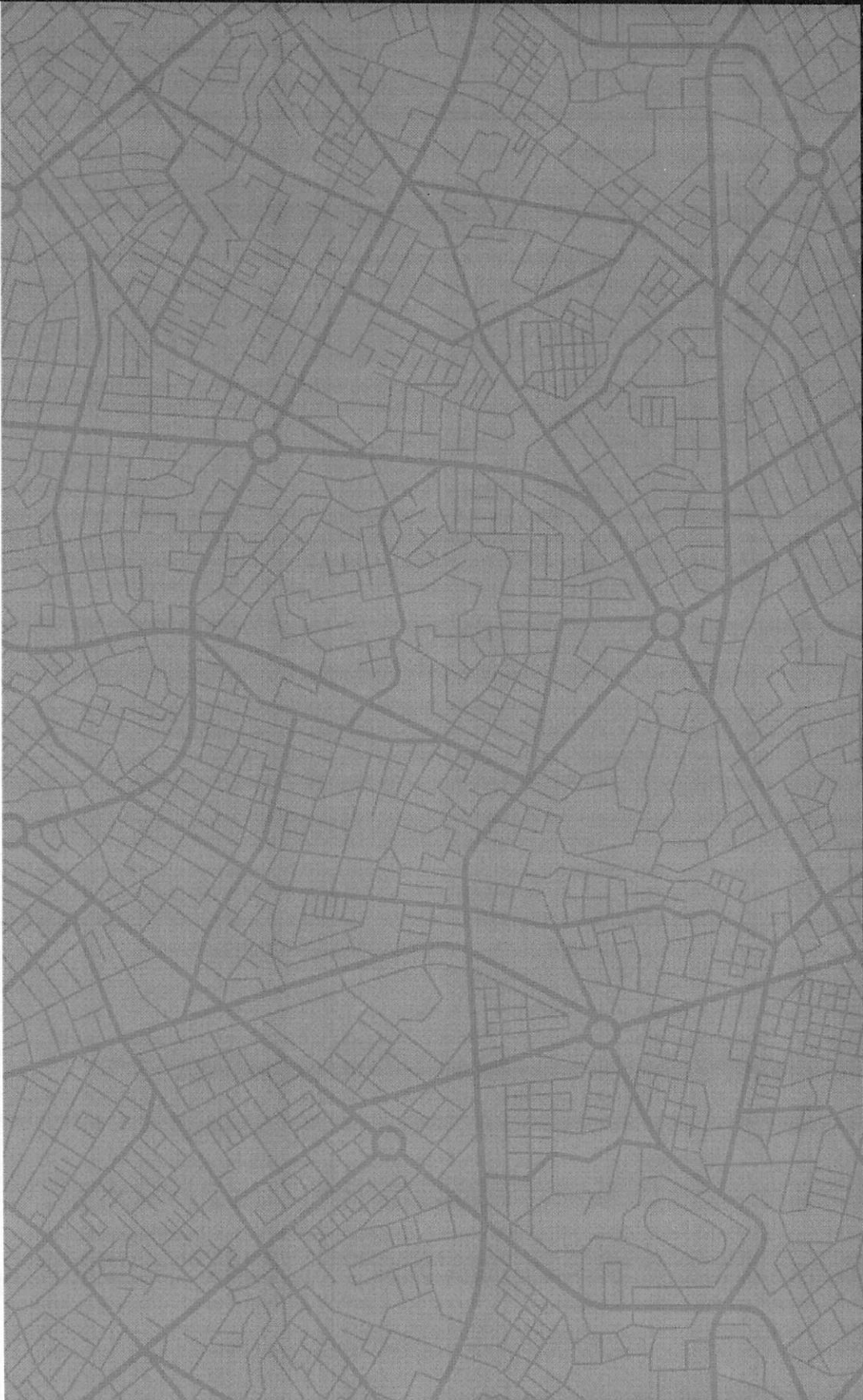
CMA was responsible for the design, permitting, and construction observation of the replacement of the City of Fort Lauderdale's main transmission line going into the wastewater treatment plant. The new line consists of more than 22,000 linear feet of new pipe which will be installed via 12 horizontal directional drills (HDD) that range between 1,700 and 3,000 linear feet each to a depth of up to 70 feet. The new force main is mostly 48" HDPE pipe with some ductile iron pipe sections. The project route includes sensitive ecosystems including the crossing of South Middle River which require Benthic surveys for the subaqueous crossing, dewatering calculations, and permitting for construction within a quarter mile of contaminated areas with high-water table being close to the coastline. Crossing of the intracoastal (US Federal Waters) requires permitting through the US Army Corps of Engineers and the Department of Environmental Protection. There is a total of nine (9) jurisdictional agencies for this project. The project was an emergency project for the City of Fort

Lauderdale which was fast tracked to be completed (design, permitting, and construction) in 14 months. The project was a Design-Build project led by Murphy Pipeline Contractors with CMA as the lead Consultant. It was also named the ASCE Florida Section's 2022 Project of the Year in July 2022.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Chen Moore and Associates	Fort Lauderdale, FL	Prime
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

STANDARD FORM 330 (7/2021) PAGE 3



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

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

12. NAME Frank Paruas	13. ROLE IN THIS CONTRACT Survey Project Manager	14. YEARS EXPERIENCE a. TOTAL 23 b. WITH CURRENT FIRM 5	
15. FIRM NAME AND LOCATION (City and State) GPI Geospatial Inc. / Doral, FL			
16. EDUCATION (Degree and Specialization) Bachelor Degree in Mechanical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Surveyor and Mapper, State of Florida. License Number (LS# 6625)	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 President of Miami-Dade Chapter of Florida Surveying and Mapping Society
 Member of Florida Surveying and Mapping Society

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) SR 842 / Broward Boulevard from University Drive to West of West if Turnpike; Broward County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Surveying and Mapping NA	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPI provided a full design survey for this 2.5 miles corridor. Scope includes all design and mapping efforts. GPI established Primary and Secondary Control and performed a completed 3D Survey using Terrestrial Mobile LiDAR. GPI recovered the Historical Baseline of Survey and Right of Way Lines for the entire corridor.		<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) SR 5 from NE 17th Way to NE 33rd Court, FT Lauderdale, FL.		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Surveying and Mapping	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPI provided a full design survey for this 2 miles corridor. Scope includes all design and mapping efforts. GPI established Primary and Secondary Control and performed a completed 3D Survey using Terrestrial Mobile LiDAR. GPI recovered the Historical Baseline of Survey and Right of Way Lines for the entire corridor.		<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) SR 817 / University Drive from North of Rivera Boulevard to North of SR 824/Pembroke Road		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Surveying and Mapping NA	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPI provided a full design survey for this 2-mile corridor. Mr. Paruas served as the Survey Project Manager and supervised all ground survey efforts. Mr. Paruas led the preparation of the network design plan and was responsible for managing the establishment of the primary horizontal, and vertical control as well as the recovery of the Historical Baseline of Survey and Right of Way Lines for the entire corridor.		<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Sidewalk Design at Various Location in Oakland Park, Broward County		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Surveying and Mapping NA	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPI provided traditional Ground Survey Support for this neighborhood improvement project. Scope includes all design and mapping efforts. GPI established Primary and Secondary Control and provided support on the mapping of 3D features along the corridor. GPI recovered the Historical Baseline of Survey and Right of Way Lines for the entire corridor.		<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Lyons Road from Johnson Street to Broward/Palm Beach County Line		(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Surveying and Mapping	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GPI provided a full design survey for this corridor. Scope includes all design and mapping efforts. GPI established Primary and Secondary Control. The 3D Survey was completed by performing Terrestrial Mobile LiDAR. In addition, GPI recovered the Historical Baseline of Survey and Right of Way Lines for the entire corridor.		<input type="checkbox"/> Check if project performed with current firm	

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

12. NAME Julio Delgado, PSM		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
				a. TOTAL 25	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION <i>(City and State)</i> GPI Geospatial, Inc. (GPI) – Tampa, FL					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS / Software Engineering / Keiser University / 2016 Certificate / Geomatics / University of Florida / 2017			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Surveyor & Mapper #LS7193 / FL FDOT TTC Certified, Advanced, 2024		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Delgado has 25 years of experience of surveying and mapping in FDOT Right of Way Control Survey, Right-of-Way Mapping, and topographic surveys, as well as ALTA boundary surveys. He has extensive public and private client experience performing projects, including FDOT, and is an expert on MicroStation with GeoPAK and Bentley Open Roads MicroStation SS4 and Civil 3D for 3D design surveys. Mr. Delgado's experience includes boundary analysis, Right of Way Control Survey, Right of Way Maps, and parcel calculations for Legal Descriptions. He is also well-versed in static laser scanning, registration of point clouds, and data extraction using Leica Cyclone 3D modeling of over 20 bridges for FDOT projects.					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
FDOT 14th Avenue Bike Lanes from Atlantic Shores Boulevard to SR 822 (Sheridan Street), Broward County, FL.		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
a. Project Surveyor: GPI was tasked under our current Districtwide contract to provide a 3D design survey of the 3.45-mile bike lane project corridor utilizing a combination of Terrestrial Mobile LiDAR (TML) and conventional survey. GPI was also responsible for target placement and merging the field survey data and our LiDAR data set for the final deliverable to the District. Deliverables included a calibrated LiDAR point cloud tiled in LAS format, DTM and planimetric topographic survey files in MicroStation SS4 format, digital geo-referenced color imagery.			
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
FDOT Districtwide Miscellaneous Survey & Mapping Services Support, Various Counties, FL.		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
b. CADD and Survey Technician: Mr. Delgado performed as CADD and Survey Technician for this five-year contract. He provided miscellaneous surveying services throughout Broward, Palm Beach, Indian River, Martin, and St. Lucie Counties. Services include Terrestrial LiDAR, Boundaries, Right-of-Way, Engineering, Design Surveys, Construction Lay-Out, and As-built Surveys, and Horizontal and Vertical Control surveying at various locations throughout the District.			
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
FDOT SR842/Broward Boulevard, from SR 817/University Drive to West of Turnpike, Broward County, FL.		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
c. Survey Project Manager: GPI provided a full design survey for this 2.5 miles corridor. Mr. Delgado served as the Survey Project Manager and supervised all design and mapping efforts. Mr. Delgado led the preparation of the network design plan and was responsible for managing the establishment of the primary horizontal and vertical control. Mr. Delgado was also responsible for the coordination of the Mobile LiDAR acquisition and the process to recover the historical baseline of the survey and right-of-way lines along the corridor.			
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
FDOT SRA1A, from Pine Ave to SE. 1st Street, Broward County, FL.		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
d. Project Surveyor: GPI provided a 3D design survey along this 2.5 miles corridor, as part of Biscayne Engineering's (BEC) District-wide contract. The 3D survey was accomplished using Mobile LiDAR. Mr. Delgado was responsible for leading our 3D mapping efforts, performing preliminary QC, and coordinating with the client to merge and finalize the submittal of the 3D files.			
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
FDOT Belle Glades, Broward County, FL.		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If Applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
e. Project Surveyor: Mr. Delgado served as Project Surveyor for this project. GPI performed Terrestrial Mobile Scanning as part of an effort to improve the sidewalks for several streets on Belle Glades. After the initial submittal, District Four requested to extend the survey scope to include several side-streets. The additional scope was accomplished by performing Static Scanner. GPI also performed horizontal and vertical control and traditional survey on several areas.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) SR 842 / Broward Boulevard from SR 817 /University Drive to West of Turnpike, Broward County FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Surveying and Mapping
		CONSTRUCTION <i>(If applicable)</i> NA

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER FDOT4	b. POINT OF CONTACT NAME Jeffrey Smith	c. POINT OF CONTACT TELEPHONE NUMBER (954) 777-4560
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

GPI Supported FDOT by performing a complete 3D Survey for this corridor. The scope included establishing Primary and Secondary Horizontal and Vertical Control for the corridor. The 3D Survey was completed using Terrestrial Mobile LiDAR. GPI designed a Drive Plan and prepared a target layout that was used to set and controlled the Terrestrial Mobile LiDAR. GPI use our own RIGL VMX-450 Dual Laser Scanner to collect a point cloud that was calibrated and adjusted to local control and was used to extract all 3D Features within the existing Right of Way. All In addition, GPI recovered the Historical Baseline of Survey and established the Right of Way Lines.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2		
21. TITLE AND LOCATION (City and State) SR 5/US1 from NE 17 way / SR 838 Sunrise Boulevard to NW 33 Street, FT. Lauderdale, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Surveying and Mapping</td> <td>CONSTRUCTION (If applicable) NA</td> </tr> </table>	PROFESSIONAL SERVICES Surveying and Mapping	CONSTRUCTION (If applicable) NA
PROFESSIONAL SERVICES Surveying and Mapping	CONSTRUCTION (If applicable) NA			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER FDOT4	b. POINT OF CONTACT NAME Jeffrey Smith	c. POINT OF CONTACT TELEPHONE NUMBER (954) 777-4560
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

GPI Supported FDOT by performing a complete 3D Survey for this corridor. The scope included establishing Primary and Secondary Horizontal and Vertical Control for the corridor. The 3D Survey was completed using Terrestrial Mobile LiDAR. GPI designed a Drive Plan and prepared a target layout that was used to set and controlled the Terrestrial Mobile LiDAR. GPI use our own RIGL VMX-450 Dual Laser Scanner to collect a point cloud that was calibrated and adjusted to local control and was used to extract all 3D Features within the existing Right of Way. All In addition, GPI recovered the Historical Baseline of Survey and established the Right of Way Lines.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

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

Rock Island Road from Oakland Park Boulevard to Commercial Boulevard, Broward County

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Surveying and Mapping

CONSTRUCTION *(If applicable)*
(954) 777-4560

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

FDOT4

b. POINT OF CONTACT NAME

Jeffrey Smith

c. POINT OF CONTACT TELEPHONE NUMBER

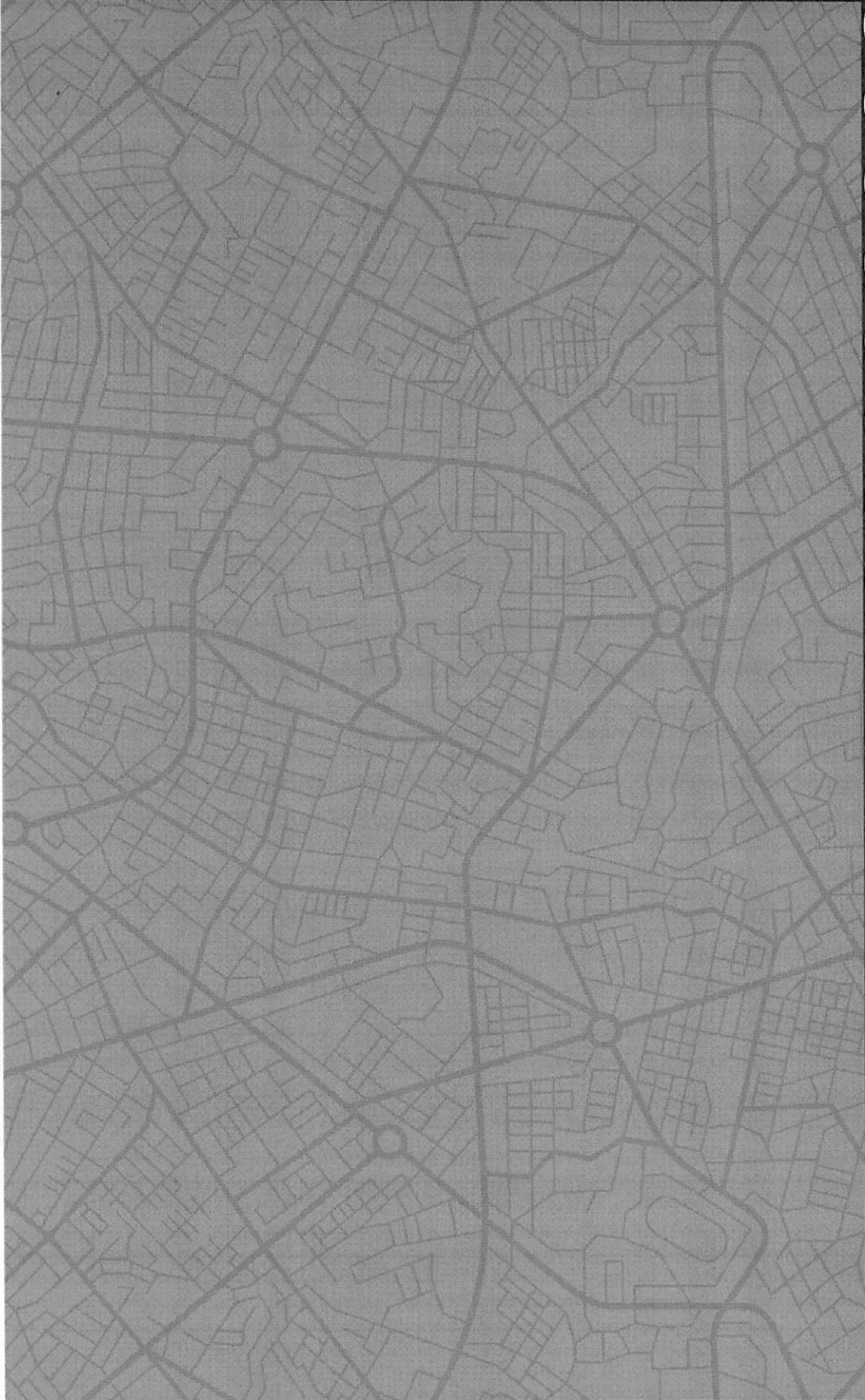
(954) 777-4560

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

GPI Supported FDOT by performing Surveying and Mapping Services at SR 817/University Drive from North of River Blvd to North of SR 842/Pembroke Road. The scope included establishing Primary and Secondary Horizontal and Vertical Control for the corridor. The 3D Survey was completed using Low Altitude Mapping (LAMP) and GPI set and controlled Aerial Targets. In addition, GPI recovered the Historical Baseline of Survey for this corridor and established the Right of Way Line. Furthermore, GPI also performed limited Hydro-graphic Survey for some areas of the existign canal lying east of University Drive.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	GPI Geospatial Inc.	Doral, FL	Surveying and Mapping
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)***Consultant Services for Riverwalk North Seawall Replacement (Fort Lauderdale, Florida)**

2. PUBLIC NOTICE DATE

08/11/2022

3. SOLICITATION OR PROJECT NUMBER

12716-626

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Arsenio Milian, PE

5. NAME OF FIRM

Milian, Swain & Associates, Inc.

6. TELEPHONE NUMBER

(305) 441-0123

7. FAX NUMBER

(305) 441-0688

8. E-MAIL ADDRESS

amilian@milianswain.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.					Milian, Swain & Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2025 SW 32 Ave, Suite 110 Miami, FL 33145	Sea Level Rise Consultant Services
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12716-626

(Complete one Section E for each key person.)

12. NAME Arsenio Milian, P.E.	13. ROLE IN THIS CONTRACT Chief Civil Engineer (MSA President)	14. YEARS EXPERIENCE	
		a. TOTAL 50	b. WITH CURRENT FIRM 33

15. FIRM NAME AND LOCATION (City and State)

Milian, Swain & Associates, Inc. (Miami, Florida)

16. EDUCATION (Degree and Specialization)

**University of Florida, Bachelors of Civil Engineering,
1967 University of Florida, Masters of Engineering, 1968**

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Florida Professional Engineer No. 13134

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

Mr. Milian has 50 years of experience in Environmental and Civil Engineering, management, design, permitting and operation of utilities.

Florida Professional Engineer No. 13134, American Waterworks Association, American Society of Civil Engineers, Miami-Dade County Sea Level Rise Committee, President Emeritus Citizens for a Better South Florida, Dade County Environmental Endangered Land Acquis. Committee, Environmental Education Foundation of Florida – Board of Directors, Florida Forever Advisory Council, Florida Waterworks Association, Miami River Storm Water Sub-Committee – Chair, National Audubon Society – Board of Directors, The Nature Conservancy, Florida Chapter – Board of Trustees, 1000 Friends of Florida, The Wilderness Society – Governing Council, Water Pollution Control Federation, SFWMD Board Member

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Member of the Sea Level Rise Task Force Committee – Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Sea Level Rise Task Force Committee was responsible for providing a comprehensive and realistic assessment of the likely and potential impacts of sea level rise and storm surge on vital public services and facilities, water and other ecological resources, waterfront property, real estate, and infrastructure over time. The Committee worked diligently on the development of recommendations relative to the Comprehensive Development Master Plan (CDMP), Capital Facilities Planning, budgetary priorities and other County programs as necessary to ensure that Miami-Dade County takes all appropriate actions to reduce its contributions to climate-induced sea level rise and to ensure its resiliency to that increase in sea level rise, storm surge and related impacts which are expected to occur.		
(1) TITLE AND LOCATION (City and State) Wastewater Reuse Feasibility Study Update, Miami-Dade Water and Sewer Department – Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) N/A
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principle in Charge of all public involvement aspects of the services provided to Miami-Dade Water and Sewer Department for the completion of a Wastewater Reuse Feasibility Study Update. In charge of coordinating and facilitating all required stakeholders meetings. Responsible for attending meetings with regulators in support of work effort. In addition, Ms. Swain performed the economic and present value analysis, components of the reuse feasibility report.		
(1) TITLE AND LOCATION (City and State) Water Supply Master Plan Capital Improvements, Miami-Dade Water and Sewer Department - Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal in Charge of capital improvements to the Miami Dade Water and Sewer Department's Water Supply Master Plan. Work included senior review and profile of existing water supply system, development of preliminary capital improvement plan, development of approach for funding C.I.P., and development of conclusions and recommendations in the form of a Strategic C.I.P. Executive Summary Report.		
(1) TITLE AND LOCATION (City and State) Alternative Water Supply Master Plan, Miami-Dade Water and Sewer Department - Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) N/A
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principle in Charge of directing the firms work efforts on several tasks as a subconsultant on the Water Master Plan Team. Primary responsibilities include overseeing development of the monitoring plan for the Coastal Wetlands Rehydration Demonstration Project, research and investigation of large-scale aquifer recharge opportunities in South Miami-Dade County and in the Bird Drive Basin, and serve in the lead role in planning and facilitating large scale stakeholder meetings.		

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

12716-626

12. NAME Gabriel Milian, P.E., ENV S.P., LEED Green Associate	13. ROLE IN THIS CONTRACT Senior Engineer	14. YEARS EXPERIENCE a. TOTAL 20 b. WITH CURRENT FIRM 20	
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15. FIRM NAME AND LOCATION (City and State)

Milian, Swain & Associates, Inc. (Miami, Florida)

16. EDUCATION (Degree and Specialization)
Master of Environmental Engineering – University of Texas at Austin – 2002
Bachelor of Civil Engineering - University of Miami – 2001
Bachelor of Environmental Engineering - University of Miami – 2001

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Florida Professional Engineer No. 65927

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

Mr. Milian has over 20 years of experience in the development of construction documents for civil infrastructure improvements through all project phases (master planning, hydraulic modeling, construction documents, civil/environmental permitting, bidding and construction) for private and public sector clients in South Florida. Below is a summary of Mr. Milian's relevant vast experience during his 20-year tenure with MSA (emphasis on water and sewer systems).

ENVISION Sustainability Professional #25509, XP SWMM Certified, Young Engineer of the Year 2007 Miami Dade Branch of the American Society of Civil Engineers

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
C-100 Stormwater Master Plan, Miami-Dade County Department of Environmental Resource Management – Miami, Florida	PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer responsible for developing the SWMM model to analyze the conveyance capacity of the C-100 Basin in Miami-Dade County. Developed a GIS Data Base with associated coverages identifying the major conveyance elements in the Basin. The GIS Data Base was utilized to identify the critical problem locations in the basin. This ARC-View Data Base was interfaced with the SWMM model to facilitate the manipulation of the model, data input and identification of key problem areas.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) City of Coral Gables C-3 Canal, City of Coral Gables – Coral Gables, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) N/A
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer for the C-3 Canal (Coral Gables Waterway) Restoration project. In charge of coordinating and managing the performance of soil sampling and testing. Coordinated the preparation of design plans. Assisted the City of Coral Gables in obtaining approvals from regulatory agencies and in the permitting application process. Organized and assisted the various subaqueous inspections performed. Directed the preparation of reports.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Margaret Pace Park Shoreline Stabilization, City of Miami Transportation and Capital Improvements Department – Miami, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer responsible for the preparation of construction documents for stabilizing approximately 1,300 linear feet of the eastern shoreline of Margaret Pace Park located at 1775 N. Bayshore Drive in the City of Miami. In addition, prepared and processed a Miami-Dade County Department of Environmental Resources Management (DERM) Class-I Permit application as well as a Florida Department of Environmental Protection (FDEP) Joint Environmental Resource Permit (ERP) application.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) CDWWTP Stormwater Master Plan - Miami-Dade Water and Sewer Department - Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) N/A
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Engineer responsible for calculating the costs for the different alternatives that will be presented in the updated wastewater reuse feasibility study for MDWASD. Mr. Milian was also in charge of identifying the different environmental permits that may be required for this project.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Wastewater Reuse Feasibility Study Update, Miami-Dade Water & Sewer Department – Miami, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Engineer responsible for calculating the costs for the different alternatives that will be presented in the updated wastewater reuse feasibility study for MDWASD. Mr. Milian was also in charge of identifying the different environmental permits that may be required for this project.	<input checked="" type="checkbox"/> Check if project performed with current firm	

CAM #23-0852

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12716-626

(Complete one Section E for each key person.)

12. NAME Michael Landrum, R.E.M.	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL</td> <td>b. WITH CURRENT FIRM</td> </tr> <tr> <td>39</td> <td>7</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	39	7
a. TOTAL	b. WITH CURRENT FIRM						
39	7						
15. FIRM NAME AND LOCATION (City and State) Milian, Swain & Associates, Inc. (Miami, Florida)							
16. EDUCATION (Degree and Specialization) Florida Atlantic University, Bachelors of Administration – Marine Biology, 1979		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Environmental Manager, No: 07056					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Wetland Delineator (provisional) U.S. Army Corps of Engineers Certified as General Member: National Association of Environmental Professionals (NAEP)							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Tree Island Park and Preserve, Environmental Regulatory Permitting Dade County Parks, Recreation, and Open Spaces Department	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Regulatory Permitting; including Dredge and Fill (Section 404) U.S. Army Corps of Engineers, ERP South Florida Water Management District; Miami-Dade RER Class IV Wetlands Permit, Lead Florida Bonneted Bat Survey with Subconsultant, Conducted Wood Stork Forage Analysis, Eastern Indigo Snake Education and Protection Program, Conducted Field UMAM Analysis and Negotiated a Successful Mitigation Compensation Outcome with Regulatory Agencies for Project Wetland Impacts including Onsite and Offsite Mitigation, and Coordinated with Everglades National Park Hole-In-The-Donut Restoration Program to Secure State and Federal Mitigation Credits for the Project.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Wetland Mitigation Monitoring and Reporting - Broward County Solid Waste and Recycling Services—Broward County, Florida	PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) 2013
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Conducted Third Party Monitoring of Maintenance Activities on Six Existing Large Wetland Mitigation Sites within Broward County over a 4-year Period. Lead Field Visits with Maintenance Contractor to Six Sites to Review Quarterly Maintenance Activities (Exotic Plant Species Management) and Prepared Quarterly Monitoring Reports for Owner documenting Success of Maintenance activities for each Site. Developed Recommendations for Contractor regarding the Eradication of certain Exotic Plant Species for each site.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Injection Well Permitting Services Miami Dade County Water and Sewer – Miami, Florida	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Regulatory Permitting Lead. Successfully Applied for State Programmatic General Permit (SPGP) U.S. Army Corps of Engineers and Florida DEP, and Class IV Wetlands Permit Miami-Dade County RER to Construct an Exploratory Injection Well in Western Dade County. Conducted Field UMAM Analysis, Prepared and Submitted Permit Applications, Harmonized with DEP, RER and Owner to Develop a Restoration Plan for the Site Following Well Construction		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Environmental and Structural Maintenance Assessment of Piers – Homestead, Florida	PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) N/A
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Served as Project Manager and Permitting Lead to assess the overall condition of heavily used public boat ramps which needed repairs. Coordinated with civil and structural engineers to access boat trailer parking area, and underwater dive team to assess the condition of concrete decking and dock pilings. Prepared a final assessment report for client documenting existing conditions including estimates of repairs to decking, bents and piers vs new construction.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Environmental Permitting, Seagrass Survey, Floating Dingy Dock and Mooring Field Design – Miami, Florida	PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) 2009
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Served as Project Manager and environmental permitting lead to design a new mooring field with 27 new mooring buoys for sailboats in the intracoastal at Pelican Harbor. Project included a seagrass survey prior to mooring buoy and floating dingy dock placement within the marina along with environmental permitting with the U.S. Army Corps of Engineers, Coast Guard, Miami Dade County Department of Environmental Management and Florida Department of Environmental Protection., Pelican Harbor Park, Miami, Miami Dade County, FL		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
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21. TITLE AND LOCATION (City and State) Miami Dade Water and Sewer Department CDWWTP Stormwater Master Plan	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr> <tr> <td>2016 - 2017</td><td>N/A</td></tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2016 - 2017	N/A
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
2016 - 2017	N/A				

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Miami Dade Water and Sewer Dept. Stantec (Prime)	b. POINT OF CONTACT NAME Sangeeta Dhulashia (Prime) Vicente E. Arrebola, PE (Prime)	c. POINT OF CONTACT TELEPHONE NUMBER (954) 851-1572 (786) 418-0978
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Milian, Swain & Associates, Inc. (MSA) provided master planning, hydraulic modeling and regulatory process assistance to Miami-Dade Water and Sewer Department by preparing conceptual design for the stormwater system, hydraulic modeling to size the forcemain and pump stations, documentation and design data as required to support approvals from governmental authorities that have jurisdiction over the Project.

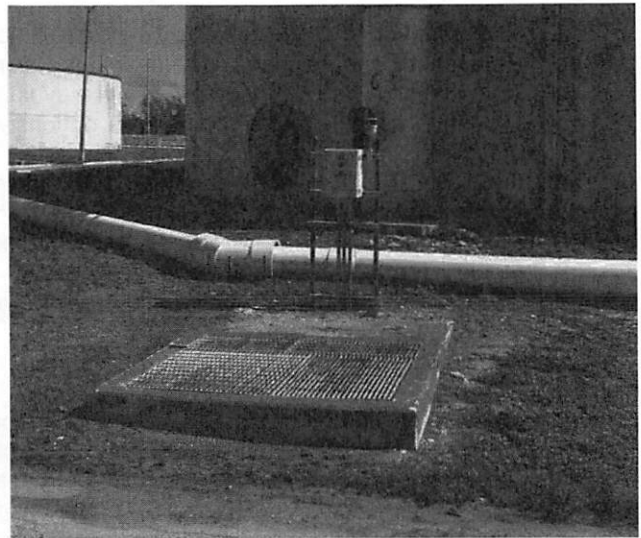
CDWWTP Stormwater Master Plan Report:

A stormwater master plan report was put together using the following tasks:

1. Existing System Review

This task focused on existing document collection and review, historical data review, site visit, definition of the study scope, planning periods, and description of existing storm water systems. The task involved the following:

- Perform site visits
- Reviewed FDEP ERP SI 13-0131622-009 Issued July 2, 2010 and recently submitted ERP under CD 2.17 Chlorination
- Reviewed the existing Central District Waste Water Treatment Plant – Stormwater Pollution Prevention Plan (SWPPP), Hazen and Sawyer, September 1998
- Research any external constraints such as outstanding Florida waters, site contamination review for any plumes in vicinity, climate adaptation and resiliency requirements including storm surge and intensity criteria
- MSA performed field reviews with WASD staff to visually assess the condition of the CDWWTP stormwater pumps to identify improvements to the existing infrastructure.
- Reviewed Historical Data such as rainfall and storm water flows
- Developed descriptions and exhibits of existing stormwater management system components and operation



2. Stormwater Management Requirement and Criteria

This task was to identify storm water management requirement, establish governing criteria, develop stormwater management options, develop modeling approaches and make recommendations for additional field investigations and data collection to assist with subsequent tasks. It was accomplished with the following:

- a) Identified regulatory requirements:
 - i. Reviewed applicable state and local stormwater regulations and summarize.
 - ii. Meeting with FDEP to identify their roles and requirement for substantial modification to ERP
 - iii. MSA attended two meetings with RER one each with stormwater compliance division and pollution remediation division to identify their roles and requirement for preparation of SWPPP.

- b) Established governing criteria for future storm water management system design (qualitative, quantitative, temporary, permanent measures, design year, storm intensity)
- c) Developed stormwater management options and identified benefits and limitations of each option.
- d) Developed modeling approach for future storm water management system design by using Interconnected Channel and Pond Routing Model (ICPR) software
- e) Developed recommendations for additional field investigations and data collection for subsequent tasks in this project.
- f) Developed Criteria for the pump stations and drainage wells for Storm Surge and Sea Level Rise

3. Stormwater Management Alternative Evaluation

Under this task, MSA computed additional impervious area, identified collection, transport, retention and disposal options, developed four alternatives for stormwater management, conducted modeling analysis, and performed alternative evaluation. The objective of this task is to recommend an overall site-wide long term stormwater management strategy. MSA accomplished this task by doing the following:

- a) Additional impervious areas by Year 2025 time horizon were developed
- b) Potential disposal options were developed along with potential site locations
- c) Potential site wide retention areas were evaluated
- d) High level collection and conveyance options were considered based on location and options for retention and disposal.
- e) Four overall high level management alternatives were considered. Five different layouts were prepared as part of this activity.
- f) Modeling analysis was performed for four selected alternatives using Interconnected Channel and Pond Routing Model (ICPR) software.
- g) MSA assisted in the qualitative and quantitative comparative analysis of alternatives

4. Stormwater System Improvement

In this task, MSA evaluated and made recommendations for required stormwater improvements based on the selected alternative for the approximate Year 2020, and 2025 planning horizons. MSA developed conveyance system, and retention and disposal improvement and develop a near term (2020) and long term (2025) capital improvement plan. MSA performed detailed modeling analysis under this task with Interconnected Channel and Pond Routing Model (ICPR) software. MSA provided information pertaining to the following:

- a) Description, schematic with sizes, phasing for the Collection and Transport system improvement Plan
- b) Description, schematic with sizes, phasing for the Retention system improvement Plan
- c) Description, schematic with sizes, phasing for the Disposal system improvement Plan

ENVIRONMENTAL RESOURCE PERMIT (ERP)

An ERP is required for the proposed facility. Upon receipt of a written Notice to Proceed from CONSULTANT, and completion of the 30% design submittal (BODR), MSA will perform the following services:

- Attended pre-application meeting with each of the regulatory agencies (i.e. FDEP-West Palm Beach and USACE – Miami-Dade) to present and discuss the BODR and obtain regulatory constraints, concerns and submittal requirements from each of the agencies.
- Prepared the E.R.P. application package, identified agency review/permit fees, requested pertinent documentation and permit fees from MDWASD, and completed pertinent sections of the ERP application required for the proposed work.
- Given the nature of the project (Wastewater Treatment facility), MSA submitted the necessary copies of the ERP application to the Florida Department of Environmental Protection (FDEP) as the lead review agency for this project.
- MSA monitored agencies' review progress. Upon receipt of initial Request for Additional Information (RAI #1) from the agencies, MSA will analyze information requested and meet with the Prime Consultant to discuss RAI comments, approach to RAI responses, revise and re-submit pertinent documents to satisfy agencies RAI.
- MSA monitored ERP approval process, obtain and submit approved ERP to MDWASD.

Stormwater Pollution Prevention Plan (SWPPP):

The CDWWTP's Stormwater Pollution Prevention Plan (SWPPP) was last updated in 1998. The SWPPP is a required component under Environmental Protection Agency (EPA)'s National Pollutant Discharge Elimination System (NPDES) stormwater permitting program. Due to the number of projects being undertaken which will soon be under construction, this was required for the future contractors to obtain NPDES permits for their relevant projects. MSA updated the existing 1998 CDWWTP SWPPP to address the CIP projects identified in the 0-5 year timeframe according to the guidelines presented in EPA-833-R-06-004. This update included the following:

- List of emergency contact personnel
- Onsite stormwater pollution prevention team description
- Site assessment
- Listing of management practices designed to prevent, impede, contain and respond to hazardous chemical spills.
- Best management practices
- Site compliance inspection forms and records.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.	Milian, Swain & Associates, Inc.	Miami, Florida	Stormwater Master Plan
b	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.			
c	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.			
d	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.			
e	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.			
f	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) Role
.			

STANDARD FORM 330 (REV. 7/2021) PAGE 3

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) C-100 Basin Master Plan Modeling Miami-Dade County, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2016 CONSTRUCTION (If applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Miami-Dade Department of Environmental Resources Management (DERM)	b. POINT OF CONTACT NAME Victor Martin, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (305) 372-6789
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

Milian, Swain & Associates, Inc. (MSA) assisted Camp Dresser & McKee Inc. (CDM) in the modeling efforts of the C-100 Basin located in south Miami-Dade County, Florida. MSA's scope of services included the following:

- Field-verified the compiled survey information. This task included verifying culvert entrance and exit conditions, the construction material of the culvert, the approximate length, and usual conditions such as crushed portions of culverts
- Preparation of an ARC-View GIS database to facilitate the input of data into the nodal model and assist in manipulation. This database was used to identify problem areas of the system. The database also contains information pertinent to the major conveyance elements.
- Coordinated with the Department of Environmental Resources Management (DERM) to obtain the control structure operating criteria
- Identified and delineated sub-basins within the C-100 Basin
- Computed DCIAs for each sub-basin
- Prepared the XP-SWMM model. This task entailed inputting the information pertaining to the nodes and links along the major conveyance element of the Basin
- Executed the XP-SWMM for the 5-year 24-hour, 10-year 24-hour, 25-year 72-hour, and the 100-year 72-hour design events
- Conducted sensitivity analysis and calibrated the model
- Executed the calibrated model for the design storm events described above
- Verified the areas experiencing ponding as identified by the model. The areas identified by the modeling effort were compared to the list of ponding complaints that DERM provided
- Identified feasible system improvements such as upsizing culverts, improving the C-100 Canal conveyance via maintenance dredging and providing additional stormwater runoff storage areas
- Executed the model with the system improvements and prepared a report comparing the pre and post C-100 Basin conveyance system performance.

Project Cost: \$119,200.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.	Milian, Swain & Associates, Inc.	Miami, Florida	Civil Engineering Services
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.			
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.			
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.			
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.			
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Margaret Pace Park Shoreline Stabilization Miami-Dade County, FL.	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2012

23. PROJECT OWNER'S INFORMATION

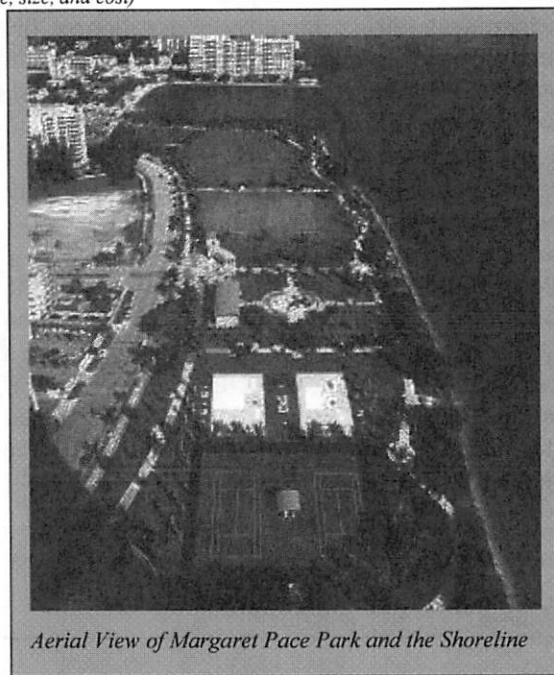
a. PROJECT OWNER City of Miami Transportation and Capital Improvement Department	b. POINT OF CONTACT NAME Jorge C. Cano, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (305) 673-7071
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Milian, Swain & Associates, Inc. (MSA) provided professional engineering services for the Margaret Pace Park project.

The project consisted of preparing construction documents for stabilizing approximately 1,300 linear feet of the eastern shoreline of Margaret Pace Park located at 1775 N. Bayshore Drive in the City of Miami. In addition, MSA prepared and processed a Miami-Dade County Department of Environmental Resources Management (DERM) Class-I Permit application as well as a Florida Department of Environmental Protection (FDEP) Joint Environmental Resource Permit (ERP) application is also part of the project:

Survey - MSA retained the services of Royal Point Land Surveyors, Inc. to perform a topographic survey of the eastern shoreline of Margaret Pace Park. The surveyor established a construction baseline and tied it to an existing City of Miami monument. Topographic sections every fifty feet with elevations every five feet across the sections were collected. The sections extend from the top of the existing concrete walkway located along the eastern shoreline of the park to the sea grass line in Biscayne Bay. The survey located the mean high water line, the mean low water line and the sea grass line. This survey also located existing trees along the shoreline as well as existing utility and drainage castings between the existing walkway and the shoreline.



Aerial View of Margaret Pace Park and the Shoreline

Biological Assessment - MSA's biologist conducted a biological assessment of the Biscayne Bay bottom for the purpose of identifying the location and species of sea grasses present near the proposed shoreline stabilization project area. This task was accomplished by diving into the shoreline along the eastern boundary of the park and working together with the surveyor to locate the sea grass line. In addition, our biologist identified the species of upland trees present for proper labeling on the survey. The findings of the biological assessment were compiled into a letter report format for inclusion in the Miami-Dade County Department of Environmental Resources Management (DERM) Class-I and the Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) application.

Community Redevelopment Agency Presentation - MSA prepared Power Point presentation for the local Community Redevelopment Agency (CRA). This presentation explained the nature of the project, the anticipated time required to secure the DERM Class-I and DEP ERP permit, the anticipated time of construction and the construction access routes and staging area. MSA assisted the City of Miami Department of Capital Improvements staff in addressing any questions the CRA had regarding this project.

Design Shoreline Stabilization - MSA requested from the City of Miami electronic copies of existing as-built plans reflecting the most recent improvements at Margaret Pace Park. MSA also, obtained a Design Ticket from Sunshine State One Call of Florida, Inc. and requested as-built information from utility companies listed as having potential utilities within the project area. In addition, MSA requested pertinent underground records from the City's Department of Public Works. We utilized the electronic survey to prepare engineering base map on which we depicted the proposed shoreline stabilization improvements. Our plans identified the contractor access route through the park and the designated staging area. A plan view depicting the limits of the improvements was prepared utilizing the engineering base map and typical sections depicting the stabilization elements as well as the location of the sea grass line, the mean high and low water line, the construction baseline as well as the existing concrete walk way will be included in the plans.

Playground Grading - MSA coordinated with the City of Miami Capital Improvements Department staff to identify the location of the proposed playground. Based on this information and the electronic as-built information received, we prepared a grading plan of the playground area. The plan identified the required elevations and required base material on which the future playground will be built.

Permitting - MSA prepared and processed the permit application for the DERM Class-I and the DEP ERP permit. We coordinated and attended a pre-submittal meeting with DERM and with DEP at their West Palm Beach office. MSA explained the nature of the project and familiarized the regulatory staff with the project.

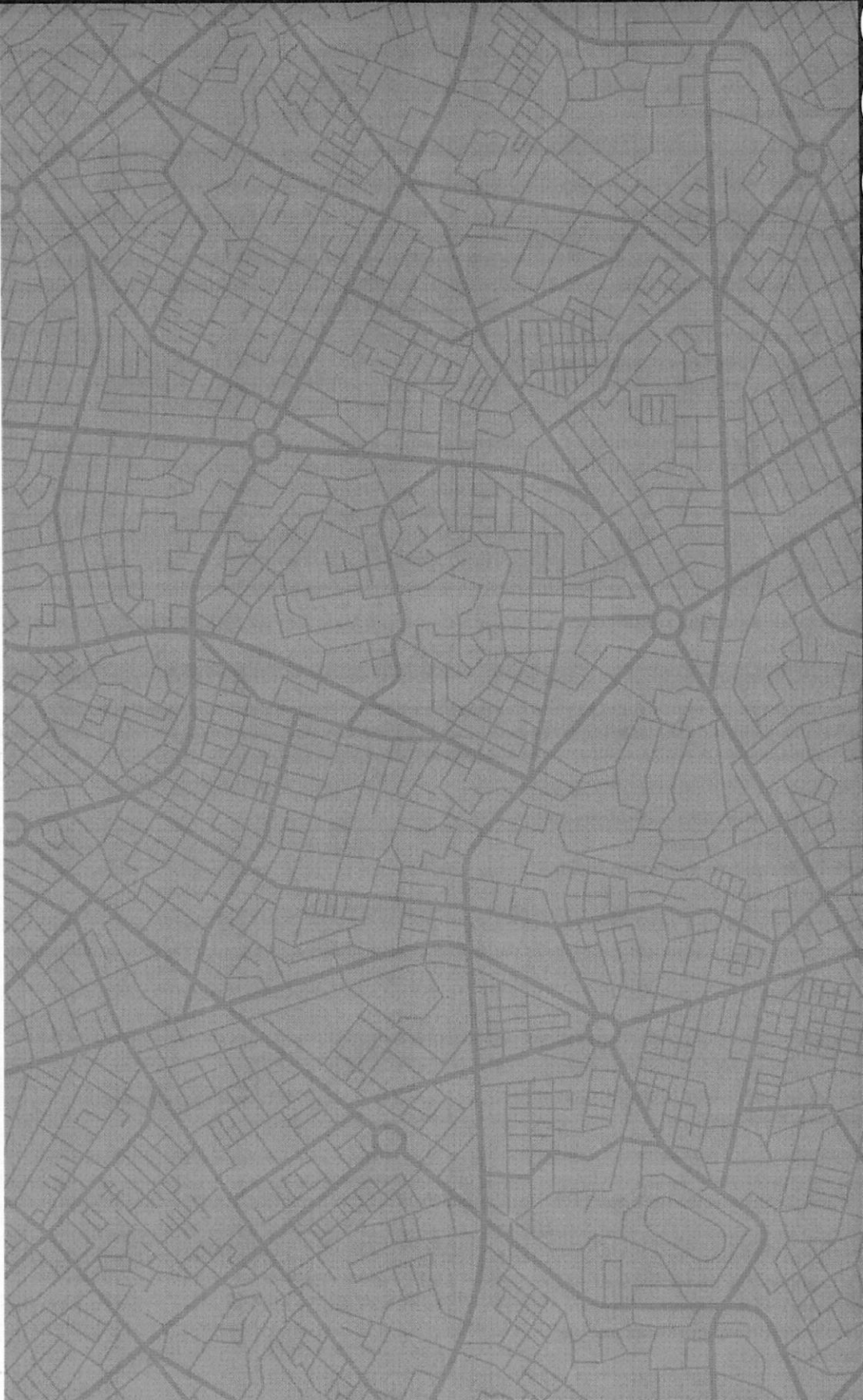


View of the Shoreline Stabilization Construction

Project Cost: \$57,008.00

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME Milian, Swain & Associates, Inc.	(2) FIRM LOCATION (City and State) Miami, Florida	(3) Role Civil, Environmental & Permitting Services
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) Role



CITY OF FORT LAUDERDALE

9/29/2023

BidSync

HBC Engineering
Company

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

12. NAME Raj Krishnasamy, P.E.		13. ROLE IN THIS CONTRACT Principal-in-Charge, Principal Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 35	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION (City and State) Tierra South Florida, Inc. (TSFgeo), West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Civil Engineering, Christian Brothers University, 1987; MS Civil Engineering, University of Memphis, 1996			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 53567		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers, Past President, Florida Engineering Society, Past Treasurer Geotechnical Material Engineering Council, Past Chairman; American Council of Engineering Companies, Past Director					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) South Lake Worth Inlet Seawall Replacement, Palm Beach County, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge for the geotechnical engineering services for the South Lake Worth Inlet Seawall Replacement in Unincorporated Palm Beach County, Florida. The project consisted of a sheet pile wall structure for the subject project. The purpose of this study was to obtain soil data for the replacement of the seawall at the project location at the South Lake Worth Inlet in unincorporated Palm Beach County. TSFgeo's geotechnical field study included Standard Penetration Tests (SPT) borings, laboratory testing soil classification and rock core specimens, and estimation of soil parameters for sheet pile wall design. TSFgeo provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding subsurface conditions encountered for the design. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) Seawall Rebuilding for Boat Ramp, Hollywood, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the geotechnical engineering study of the Seawall Rebuilding for a Boat Ramp. The project consisted of rebuilding the existing seawall for a boat ramp. The purpose of the study was to provide geotechnical input for the design team to assist in the foundation design and pavement subgrade design. TSFgeo's scope of services included SPT borings, laboratory testing to classify and stratify soil samples according to the Unified Soil Classification System (USCS), and environmental corrosion tests including pH, resistivity, chloride, and sulfate content. TSFgeo provided a report including soil evaluation and recommendations regarding pavement design. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) Bill Keith Preserve Park-Protection Shoal, Broward County, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the geotechnical engineering services for the new seawall at the Bill Keith Preserve Park Protection Shoal Project. The project consisted of a new seawall at Bill Keith Preserve. The purpose of this study was to provide geotechnical input to the design team to assist in the foundation design. TSFgeo's geotechnical field study included one SPT boring, laboratory testing to establish soil properties in accordance with the USCS, and preparation of a geotechnical engineering report. TSFgeo provided a geotechnical engineering report including evaluations and soil parameter recommendations for design. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State) Marine Way Rehabilitation/Reconstruction, Delray Beach, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge for the geotechnical engineering services for the Rehabilitation/Reconstruction of Marine Way. TSFgeo's purpose of the study was to obtain information on the existing subsurface conditions at the project site to assist in the design of the construction. TSFgeo's scope of services included SPT borings, pavement cores, classification of soil samples using the American Society for Testing and Materials (ASTM) Soil Classification System, and the preparation of a geotechnical report. TSFgeo's evaluation of the site and subsurface conditions were based upon the site observations and the field exploratory test data obtained during the geotechnical study. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
e.	(1) TITLE AND LOCATION (City and State) Rapaport Seawall Soil Improvements, Palm Beach, Florida		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) N/A	

<p>(3) BRIEF DESCRIPTION (<i>Briefscope, size, cost, etc.</i>) AND SPECIFIC ROLE</p> <p>Mr. Krishnasamy was the Principal-in-Charge of the geotechnical engineering services for the Rapaport Seawall Soil Improvements. TSFgeo performed a geotechnical study for the subject project that indicated that the soils along the north seawall (land side) are experiencing some type of distress noticeable by settlement on the surface, including the movement of pavers. The purpose of TSFgeo's subsurface investigation was to gather information regarding the possible cause of the settlement. TSFgeo performed SPT borings, and classified soil samples using the Unified Soil Classification System (USCS). TSFgeo's recommendations were prepared in accordance with generally accepted geotechnical engineering principles and practices. ✓ Completed on time ✓ Within budget</p>	<p><input checked="" type="checkbox"/> Check if project performed with current firm</p>
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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Kumar Vedula, P.E.		13. ROLE IN THIS CONTRACT Principal Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 26	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION (City and State) TSFgeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Engineering, Andhra University, India, 1992; MS Civil Engineering, University of Memphis, 1995			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 54873		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers, Past President; Augered Cast-in-Place and Driven Pre-stressed Concrete Pile Field Performance Comparison, Frizzi, R. P. & Vedula, R.V, Published in FHWA Resource Center, 83rd Annual Transportation Research Board Meeting, Washington D.C., Jan. 2004					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) South Lake Worth Inlet Seawall Replacement, Lake Worth, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Geotechnical Principal Engineer for the geotechnical engineering services for the South Lake Worth Inlet Seawall Replacement. The study was performed to explore the subsurface conditions at the structure locations and provide geotechnical recommendations to guide the design. TSFgeo provided analysis and recommendations based upon the data obtained from the soil boring performed at the locations indicated. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	(1) TITLE AND LOCATION (City and State) Rita W. Shaw Parcel – Seawall Design, Dania Beach, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Geotechnical Principal Engineer for the geotechnical engineering services for the Rita W. Shaw Parcel – Seawall Design. TSFgeo provided geotechnical recommendations with respect to ground vibrations induced by the compaction operations to assess if there were a potential impact on any existing adjacent structures. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	(1) TITLE AND LOCATION (City and State) NE 37th Avenue – Yacht Club Seawall, Aventura, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Geotechnical Principal Engineer for the geotechnical engineering services for the NE 37th Avenue – Yacht Club Seawall. The project indicated that the existing retaining wall that borders the canal was exhibiting failure. TSFgeo performed Standard Penetration Tests (SPT) boring and soil tests. These records include soil descriptions, stratifications, and penetration resistances. TSFgeo provided recommendations based on the conditions observed. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State) Seawall Rebuilding for Boat Ramp, Hollywood, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Geotechnical Principal Engineer for the geotechnical engineering services for the Seawall Rebuilding for Boat Ramp. The study was performed to obtain information on the existing subsurface conditions to assist in the design of the construction plans for the Seawall rebuilt in Hollywood, Florida. Based on subsurface information encountered in TSFgeo's geotechnical study, soil parameters that may be utilized in the seawall design were developed and presented. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		
e.	(1) TITLE AND LOCATION (City and State) Pavement Cores/Seawall Improvement – North R Street Between Wellesley Drive and 18th Avenue North, Lake Worth, Florida.		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A	
	(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE Mr. Vedula was the Geotechnical Principal Engineer for the evaluation of the existing pavement. TSFgeo's geotechnical field study included performing four (4) SPT borings and two (2) pavement cores. TSFgeo provided analysis and recommendations based on the data obtained from the pavement cores and soil borings performed at the site. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified, Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1					
21. TITLE AND LOCATION (City and State) SEACOR Island Lines – West Bulkhead Dania Beach, Florida.		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2022</td> <td>N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2022	N/A
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2022	N/A						
23. PROJECT OWNER'S INFORMATION							
a. PROJECT OWNER Fort Lauderdale c/o Seacor Island Lines		b. POINT OF CONTACT NAME Mr. Charles Gittens					
		c. POINT OF CONTACT TELEPHONE NUMBER (954) 920-9292					
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Includes scope and size) TSFgeo performed a Geotechnical Engineering Study for a New Seawall in Dania Beach, Florida. The scope of the investigation was intended to evaluate soil conditions within the influence zone of the foundations. TSFgeo's geotechnical field study included SPT borings, visual classification, and stratification of soil samples using the unified soil classification system (USCS). TSFgeo provided a geotechnical engineering report that outlined the soil data for the bulkhead at the project location, and testing procedures described the site and subsurface conditions and provided recommendations for foundation design, and comments regarding factors that may impact construction and performance of the construction. ✓ Completed on time ✓ Within budget TSFgeo Consultant Fees: \$N/A (Geotechnical)							

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFgeo	(2) FIRM LOCATION (City and State) Dania Beach, Florida	(3) ROLE Geotechnical Engineering Services
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State) Seawall Repair at Bayview Drive Fort Lauderdale, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Seawall Replacement c/o Lakdas/Yohalem Engineering Inc.	b. POINT OF CONTACT NAME Mr. Lakdas Nanayakkara, P.E., President	c. POINT OF CONTACT TELEPHONE NUMBER (954) 771-0630
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope and size) TSFgeo provided Geotechnical Engineering services for the Seawall Replacement at Bayview Drive in Fort Lauderdale, Florida. TSFgeo's purpose of the study was to obtain information on the existing subsurface condition to assist in the design of the construction plans. TSFgeo's geotechnical field study included SPT borings, visual classification, and stratification of soil samples using the unified soil classification system (USCS). TSFgeo provided a geotechnical engineering report based on, site evaluation and subsurface conditions with respect to the recommendations for both applicable and feasible foundation construction. ✓ Completed on time ✓ Within budget TSFgeo Consultant Fees: \$N/A (Geotechnical)		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME TSFgeo	(2) FIRM LOCATION (City and State) Fort Lauderdale, Florida	(3) ROLE Geotechnical Engineering Services
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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.

NAME**RELATIONSHIPS**

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.

Adebayo Coker, PE
Authorized Signature

President
Title

Adebayo Coker, PE
Name (Printed)

9/06/22
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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor 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 Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor 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.

Adebayo Coker, PE
Authorized Signature

Adebayo Coker, PE - President
Print Name and Title

09/06/22
Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12716-626**

Project Description: **Consultant Services for Riverwalk North Seawall Replacement (P11722)**

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: **HBC Engineering Company**

Authorized Company Person's Signature: **Adebayo Coker, PE**

Authorized Company Person's Title: **President**

Date: **09/06/22**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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) **HBC Engineering Company** EIN (Optional): **22-3936061**

Address: **8935 NW 35th Lane, Suite 201**

City: **Doral** State: **Florida** Zip: **33172**

Telephone No.: **(305) 232-7932** FAX No.: **(305) 232-7933** Email: **acoker@hbcengineeringco.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **N/A**

Total Bid Discount (section 1.05 of General Conditions): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (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>
1	09-06-22	2	09-23-22		
1	09-19-22	3	10-03-22		

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. **You must also click the "Take Exception" button.**

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:

Adebayo Coker, PE
Name (printed)

10/03/22
Date

Adebayo Coker, PE
Signature

President
Title

Revised 4/28/2020



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 12/14/2023

DOCUMENT TITLE: RFQ 12716-626 (P11722) Consultant Services for Riverwalk North Seawall Replacement - AGREEMENT

COMM. MTG. DATE: 12/5/2023 CAM #: 23-0852 ITEM #: CP-2 CAM attached: ☒ YES ☐ NO

Routing Origin: Procurement Router Name/Ext: S. Aldridge/6238 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 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, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 12/27/23 Attorney's Name: Rhonda Montoya-Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: Donna Ext: 5027 Date: 12/28/2023 CM

4) City Manager's Office: CMO LOG #: Dec 66 Document received from: _____

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO Date: 12/29/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: S. Aldridge/Procurement/6238 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO

TM#23-0713