CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#23-0069**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: February 21, 2023

TITLE: Motion Approving Civil Engineering Services Continuing Agreements - AECOM Technical Services, Inc., Black and Veatch Corp., Calvin, Giordano & Associates, Inc., Chen Moore and Associates, Inc., Craven Thompson & Associates, Inc., Hazen and Sawyer, PC and Kimley-Horn and Associates, Inc. - $3,000,000 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve continuing agreements, in substantially the forms attached, for Civil Engineering Services with the following firms: AECOM Technical Services, Inc.; Black and Veatch Corp.; Calvin, Giordano & Associates, Inc.; Chen Moore and Associates, Inc.; Craven Thompson & Associates, Inc.; Hazen and Sawyer, PC; and Kimley-Horn and Associates, Inc., in the estimated initial two-year term aggregate amount of $3,000,000.00, and authorize the City Manager to approve two (2), one-year renewal options, in the estimated annual renewal aggregate amount of $1,500,000, for a potential total contract collective amount of $6,000,000, contingent upon appropriation of funds.

Background

The City of Fort Lauderdale solicited for qualified consulting firms to provide Civil Engineering Services for municipal projects. It is the intent of the City to use the selected consultants on an as-needed basis. The specific scope of work and fee schedule for each work will be individually agreed upon by the City and the consultants. Task orders are to be distributed evenly amongst the consultants following the normal task order approval process.

On February 25, 2022, the Procurement Services Division issued Request for Qualifications (RFQ) 12637-421 - Civil Engineering Services. A total of twenty-nine (29) firms submitted proposals for consulting services. Eight (8) of these firms listed their status as a Disadvantaged Business Enterprise (DBE).

1. A&P Consulting Transportation Engineers, Corp.
2. AE Engineering, Inc. (DBE)
3. AECOM Technical Services, Inc.
4. Arcadis U.S., Inc. (DBE)
5. Black & Veatch Corporation
6. Calvin, Giordano & Associates, Inc.
7. Carnahan Proctor & Cross
8. CES Consultants, Inc. (DBE)
9. Chen Moore and Associates
10. Craven Thompson & Associates, Inc.
11. CSA Central, Inc.
12. EAC Consulting, Inc.
13. EXP U.S. Services Inc.
14. Florida Technical Consultants, LLC
15. Gannett Fleming, Inc.
16. Hazen and Sawyer, PC
17. HBC Engineering Company (DBE)
18. HDR Engineering, Inc.
19. Jacobs Engineering Group Inc. (DBE)
20. KCI Technologies, Inc.
21. Keith and Associates, Inc.
22. Kimley-Horn and Associates, Inc.
23. M&J Engineering, P.C. (DBE)
24. R. J. Behar & Company, Inc. (DBE)
25. Rummel, Klepper & Kahl, LLP
26. Stantec Consulting Services Inc.
27. Tetra Tech, Inc.
28. Woolpert, Inc. (DBE)
29. WSP USA Inc.

On May 18, 2022, the Evaluation Committee convened and shortlisted the top ten (10) highest-ranked vendors:

1. Craven Thompson & Associates, Inc.
2. Chen Moore and Associates
3. Hazen and Sawyer, PC
4. Jacobs Engineering Group Inc.
5. Kimley-Horn and Associates, Inc.
6. AECOM Technical Services, Inc.
7. Calvin, Giordano & Associates, Inc.
8. Tetra Tech, Inc.
9. Black & Veatch Corporation
10. Keith and Associates, Inc.

On May 31, 2022, these firms were invited to conduct vendor presentations to the Evaluation Committee (Committee). The firms' presentations were ranked based on the evaluation criteria shown in the table below.

Evaluation Criteria	Weight (%)
Firm Qualifications and Experience	35
Project Team Experience and Qualifications	35
Methodology and Approach to Scope of Work	30
TOTAL	**100**

The Evaluation Committee recommended the top seven (7) highest ranked vendors for award.

1. Craven Thompson & Associates, Inc.
2. Chen Moore and Associates
3. AECOM Technical Services, Inc.

4. Hazen and Sawyer, PC
5. Calvin, Giordano & Associates, Inc.
6. Kimley-Horn and Associates, Inc.
7. Black & Veatch Corporation

Resource Impact

There will be a current fiscal year impact of $1,500,000 for the award. Funds for these agreements in the amount of $1,500,000 are available in the FY 2023 Community Investment Plan in the account(s) listed below. Future years' expenditures are contingent upon the approval and appropriation of the annual budgets.

Funds available as of January 11, 2023					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-538-60-6534-P12330	City-Owned Seawall Restoration and Replacement	Capital Outlay /Consultant Engineering	$1,225,038	$1,225,038	$300,000
10-454-7999-536-60-6534-P12408	Force Main (From Pump Station A-54 to A-10) Upsize	Capital Outlay /Consultant Engineering	$430,254	$430,254	$255,000
10-454-7999-536-60-6534-P12803	Poinsettia Drive Small Watermain Improvements	Capital Outlay /Consultant Engineering	$250,000	$250,000	$200,000
10-470-7999-538-60-6534-P12478	Stormstation 1 Fixed Emergency Generator	Capital Outlay /Consultant Engineering	$520,250	$520,250	$160,000
10-470-7999-538-60-6534-P12479	Stormstation 2 Fixed Emergency Generator	Capital Outlay /Consultant Engineering	$436,000	$436,000	$185,000
10-470-7999-538-60-6534-P12815	NE 32nd Avenue and NE 30th Street Stormwater Improvements	Capital Outlay /Consultant Engineering	$89,610	$89,610	$85,000

10-470-7999-538-60-6534-P12818	Sailboat Bend Stormwater Improvements	Capital Outlay /Consultant Engineering	$135,960	$135,960	$60,000
10-470-7999-538-60-6534-P12819	NE 11th Court and Seminole Drive Stormwater Improvements	Capital Outlay /Consultant Engineering	$387,280	$387,280	$100,000
10-470-7999-538-60-6534-P12820	Holly Height Drive Stormwater Improvements	Capital Outlay /Consultant Engineering	$89,610	$89,610	$80,000
10-470-7999-538-60-6534-P12821	SE 1st and 2nd Streets., West of US1 Stormwater Improvements	Capital Outlay /Consultant Engineering	$158,620	$158,620	$75,000
			PURCHASE TOTAL ►		$1,500,000

Strategic Connections

This item is a *2022 Top Commission Priority*, advancing the Infrastructure and Resiliency initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 6: Ensure that all areas of the City are reasonably protected from flooding giving due consideration to the City's natural and built environment.

Attachments
Exhibit 1 - Solicitation
Exhibit 2 - Final Ranking
Exhibit 3 - AECOM Technical Services, Inc. Agreement
Exhibit 4 - Black & Veatch Corporation Agreement
Exhibit 5 - Calvin, Giordano & Associates, Inc. Agreement
Exhibit 6 - Chen Moore and Associates Agreement
Exhibit 7 - Craven Thompson & Associates, Inc. Agreement
Exhibit 8 - Hazen and Sawyer, PC Agreement
Exhibit 9 - Kimley-Horn and Associates, Inc. Agreement

Prepared by:	Rares Petrica, Senior Project Manager, Public Works Erick Martinez, Senior Procurement Specialist, Finance Friseta Davis, Sr. Administrative Assistant, Procurement
Department Directors:	Alan Dodd, Public Works Linda Short, Finance

AGREEMENT

between

City of Fort Lauderdale

and

CALVIN, GIORDANO & ASSOCIATES, INC.

for

CIVIL ENGINEERING SERVICES

RFQ No. 12637-421

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ___day of _____, 2023, by and between:

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

and

Calvin, Giordano & Associates, Inc. a, Florida corporation authorized to transact 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 February 21, 2023 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Civil Engineering Services, RFQ No. 12637-421, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services 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 _____, 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 and 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, executed 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 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.

1.8 CONSULTANT: Calvin, Giordano & Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.9 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his or 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, made within the scope of his/her authority.

1.10 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.

1.11 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.

1.12 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.

1.13 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.14 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.

1.15 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.

1.16 PROJECT: The Civil Engineering Consultant Services set forth in a specific Task Order's scope of work. 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.

1.17 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.

1.18 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.

1.19 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: civil engineering services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be

limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project, which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the Contract Administrator 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 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, 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 #12637-421.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications #12637-421.

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 Task Order. 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, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial Agreement term shall commence upon final execution of the Agreement by the City and shall expire two (2) years from that date. The City reserves the right to extend the Agreement for two (2) additional two (2) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the

Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

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

7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

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

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

8.2 REIMBURSABLES

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

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

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

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests

CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

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

8.4 METHOD OF PAYMENT

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

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

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

8.4.4 Payment will be made to CONSULTANT at:

1800 Eller Dr., Suite 600
Fort Lauderdale, FL 33316

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 continue to 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 agreements 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. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

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

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

ARTICLE 11
CITY'S RESPONSIBILITIES

11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 CITY shall review the itemized deliverables/documents identified per Task Order.

11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of the 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), Florida Statutes (2022). They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle C O N S U L T A N T 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.

12.2.2 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.

12.2.3 Notice of termination shall be provided in accordance with Section 12.26, 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 12.26, NOTICES.

12.2.4 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 not accepted.

12.2.5 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement only based upon 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 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 AND DISADVANTAGED 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, 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, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Consultant shall result in cancellation of the City purchase and may result in Consultant debarment.

12.7 SUBCONSULTANTS

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

- Barnes, Ferland and Associates, Inc.
- Cummins Cederberg, Inc.
- GPI Geospatial, Inc.
- Hillers Electrical Engineering, Inc.
- Lakdas/Yohalem Engineering, Inc.

- Nutting Engineers of Florida Inc

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY. In accordance with Florida Statues Chapter 558, the CITY acknowledges that no individual employee or agent shall be held individually liable for damages, resulting from his/her negligence occurring within the scope of this Agreement.

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

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option,

any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

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 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:

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida 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.

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

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

Business Automobile Liability
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 (2022). 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 contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
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

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 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 subconsultants comply with these insurance requirements. All coverages for independent contractors and subconsultants 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 orwritten.

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

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY**

HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO OR 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 ONE ORIGINAL AGREEMENT

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

12.26 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:
Rares Petrica
Project Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-8000
Email: RPetrica@fortlauderdale.gov

With a copies 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:
Jenna Martinetti, PE, Project Manager
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Telephone (954) 921-7781
Email: JMartinetti@cgasolutions.com

12.27 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.

12.28 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.

12.29 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. 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.

12.30 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 1 year following the end of the contract.

12.31 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.

12.32 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.

12.33 SCRUTINIZED COMPANIES

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 CONSULTANT 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 (2022), as may be amended or revised. The CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), 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 CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), 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 (2022), 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 (2022), as may be amended or revised.

By submitting a proposal or response, the CONSULTANT, 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.

12.34 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, 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 (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.

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

12.35 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.

12.36 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.

12.37 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.

12.38 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.

12.39 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the CONSULTANT and its subcontractors 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 subconsultant 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 (2022), 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 (2022), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(2), Florida Statutes (2022), 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 (2022), 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 (2022), 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 subconsultants, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

12.40 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONSULTANT further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The CONSULTANT shall use its reasonable efforts to minimize such delays. The CONSULTANT shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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: May 8, 2023

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

Jenna Martinetti
Print Name

Sara Blumkin
Print Name

(CORPORATE SEAL)

Calvin, Giordano & Associates, Inc., a Florida corporation,

By: _____
David Stambaugh, Vice President

STATE OF Florida :

COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by David Stambaugh as Vice President for Calvin, Giordano & Associates, Inc., a Florida corporation.

~~California~~)

DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

_____ (Signature of Notary Public - State of Florida

Dawn Hopkins
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification_____

Type of Identification Produced: _____

Friseta Davis

From: Alisha Auth
Sent: Tuesday, April 11, 2023 4:21 PM
To: Erick Martinez
Cc: Friseta Davis
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)
Attachments: 12637-421 - Civil Engineering (Calvin Giordano COI).pdf; Insurance Language - Civil Engineering Project Management.docx

Categories: Red Category

Hi Erick,

The insurance meets the minimum requirements outlined in the attached document and is approved.

Thank you.

Alisha Auth, ARM, AIC
City of Fort Lauderdale I Human Resources Department I Risk Management Division
100 N. Andrews Avenue, 3rd Floor I Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov I Phone: (954) 828-5179 I Fax: (954) 828-5439

#WeAreFTL

The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

From: Erick Martinez <EMartinez@fortlauderdale.gov>
Sent: Tuesday, April 11, 2023 4:05 PM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Cc: Friseta Davis <FDavis@fortlauderdale.gov>
Subject: FW: 12637-421 Civil Engineer RFQ CCNA (COI)

Hello Alisha,

Following up with you on this one. I don't see that this COI has been approved yet.

Thank you,

Erick Martinez
Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576| EMartinez@fortlauderdale.gov
Website: www.fortlauderdale.gov/departments/finance/procurement-services

Integrity – Compassion – Accountability – Respect – Excellence

WE BUILD COMMUNITY

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

ARE YOU COMPETING FOR CITY BUSINESS? CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Erick Martinez
Sent: Thursday, March 16, 2023 9:09 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Cc: Friseta Davis <FDavis@fortlauderdale.gov>
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)

Good morning Alisha,

Please also review the attached COI from Calvin Giordano.

Thank you,

Erick Martinez
Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576| EMartinez@fortlauderdale.gov
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ARE YOU COMPETING FOR CITY BUSINESS? CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Alisha Auth <AAuth@fortlauderdale.gov>
Sent: Wednesday, March 15, 2023 11:02 AM
To: Erick Martinez <EMartinez@fortlauderdale.gov>
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)

Hi Erick,

I have reviewed the insurance certificates as well as the insurance language provided. I have made notes next to each regarding approval.

- Chen Moore – the insurance meets the minimum requirements outlined in the attached document and is approved.
- Craven Thompson – the insurance meets the minimum requirements outlined in the attached document and is approved. Of note, the professional policy expires on 3/30/23 so we will want to ensure that we have confirmation of the renewal.
- Black & Veatch – the insurance meets the minimum requirements outlined in the attached document and is approved.
- AECOM – the insurance meets the minimum requirements outlined in the attached document and is approved. Of note, the policies expire 4/1/23 so we will want to ensure we have confirmation of the renewal.

Thank you!

Alisha Auth, ARM, AIC
City of Fort Lauderdale I Human Resources Department I Risk Management Division
100 N. Andrews Avenue, 3rd Floor I Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov I Phone: (954) 828-5179 I Fax: (954) 828-5439

#WeAre FTL

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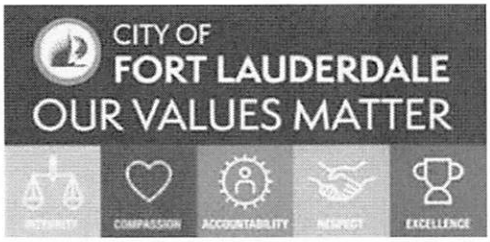
From: Erick Martinez <EMartinez@fortlauderdale.gov>
Sent: Wednesday, March 15, 2023 9:35 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)

Please also review the attached AECOM COI.

Thank you,

Erick Martinez
Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576| EMartinez@fortlauderdale.gov
Website: www.fortlauderdale.gov/departments/finance/procurement-services



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WE BUILD COMMUNITY



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ARE YOU COMPETING FOR CITY BUSINESS? CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

From: Erick Martinez
Sent: Wednesday, March 15, 2023 8:54 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Subject: 12637-421 Civil Engineer RFQ CCNA (COI)

Good morning Alisha,

Please see the attached Insurance Requirements and the following COIs for your review:

- Chen Moore
- Craven Thompson

- Black & Veatch

Please let me know if these are acceptable or if any changes are needed.

Thank you,

Erick Martinez
Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576| EMartinez@fortlauderdale.gov
Website: www.fortlauderdale.gov/departments/finance/procurement-services

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WE BUILD COMMUNITY

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ARE YOU COMPETING FOR CITY BUSINESS? CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.

-----Original Message-----
From: Alisha Auth <AAuth@fortlauderdale.gov>
Sent: Wednesday, January 26, 2022 11:28 AM
To: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Hi Mary,

Please accept my apologies as I thought that I had responded to you on this request. The recommended insurance language is attached. Please let me know if you have any questions.

Thank you.

Alisha Auth
Senior Claims Adjuster
City of Fort Lauderdale
100 N Andrews Avenue, 3rd Floor
Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov
Phone: 954-828-5179
Fax: 954-828-5439

The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

-----Original Message-----

From: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Sent: Thursday, January 20, 2022 9:46 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Do you need additional information? If so, please don't hesitate to ask.

Thanks for your help.

Mary Kay Kleinpeter-Zamora C.P.M., CPPO Procurement Administrator City of Fort Lauderdale Direct line 954 828-5189

-----Original Message-----
From: Alisha Auth <AAuth@fortlauderdale.gov>
Sent: Wednesday, January 12, 2022 4:22 PM
To: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Hi Mary,

Do you have the detailed scope of services? That will help me narrow down the recommended limits.

Thanks!

Alisha Auth
Senior Claims Adjuster
City of Fort Lauderdale
100 N Andrews Avenue, 3rd Floor
Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov
Phone: 954-828-5179
Fax: 954-828-5439

The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

-----Original Message-----
From: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Sent: Wednesday, January 12, 2022 1:07 PM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Subject: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Please advise insurance requirements.

Thanks for your help.

Mary Kay

Your message is ready to be sent with the following file or link attachments:

CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2023

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 RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** Symone White **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** swhite@rbninsurance.com
INSURED SAFELLC-01 Calvin, Giordano & Associates, Inc. 1800 Eller Drive Suite 600 Fort Lauderdale FL 33316	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Hartford Fire Insurance Co. — 19682 INSURER B : Great American E&S Ins. Co. — 37532 INSURER C : Hartford Casualty Insurance Co — 29424 INSURER D : Bridgeway Insurance Company — 12489 INSURER E : Twin City Fire Insurance Co. — 29459 INSURER F : Lexington Insurance Company — 19437

COVERAGES **CERTIFICATE NUMBER:** 456161928 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	83UENZV3951	10/3/2022	10/3/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	83UENPY9100	10/3/2022	10/3/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D F	[ ] UMBRELLA LIAB X OCCUR			8E-A7-XL-0002079-01	10/3/2022	10/3/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			011170903	10/3/2022	10/3/2023	AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 0							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	83WECE0623	5/12/2022	5/12/2023	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			TER 4495168	10/3/2022	10/3/2023	Each Claim/Aggregate	10,000,000

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

RE: CAM 23-0069; RFQ No. 12637-421 Civil Engineering Services

The City, a Florida municipal corporation, its officials, employees, and volunteers are listed as Additional Insured on a primary non-contributory basis with respect to the General Liability and Auto Liability as required by written contract. Waivers of Subrogation apply in favor of the Additional Insured with respect to General Liability, Auto Liability, and Workers Compensation as required by a written contract. 30 days notice of cancellation to the certificate holder applies. 10 days notice of cancellation for nonpayment of premium applies.

CERTIFICATE HOLDER

City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale FL 33301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

   EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

   Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is:

   (1) $100,000;

   (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

   (3) The cost of repairing or replacing the damaged or stolen property,

   whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

   We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

   This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

   Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

   "Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

   Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

   The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

   a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

      Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto";

      (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

      (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 83 WE CE0623 **Endorsement Number:**
Effective Date: 05/12/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SAFEBUILT LLC
3755 PRECISION DR ST 140
LOVELAND CO 80538

CALVIN GIORDANO & ASSOC INC
1800 ELLER DR ST 600
FT LAUDERDALE FL 33316

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

EXHIBIT A
SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering consultant services. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform.

3.2 Scope of Services

The City is seeking statements of qualifications from capable and qualified engineering firms in response to this RFQ for the purpose of providing Civil Engineering Consultant Services for a variety of unspecified projects through a continuing services contract. Associated services typically required for complete public works projects are expected to be fulfilled by the selected firms. Multiple firms will be selected for this continuing services agreement. The City encourages small firms (based upon the U.S. Small Business Administration size standards requirements) as well as large firms and Minority Business Enterprises to submit qualifications.

The selected firms will assist with the design and implementation of municipal engineering projects. It is the intent of the City to use the selected consultants on an as-needed basis. The specific scope of work and fee schedule for each work will be individually agreed upon by the City and the consultant. The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or subconsultants. The City reserves the right to award specific types of projects to firms with greater documented experience in the needed engineering specialty.

3.3 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.
b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Provide updates on changes or proposed changes to laws/regulations that may impact City's water resources and supply, treatment, distribution and storage, wastewater collection and treatment.
f) Update of the large user's replacement and renewal funding for the wastewater treatment plant.
g) Update of the Capacity Analysis Report for the wastewater treatment plant.

h) Preform flood routing software modelling.
i) Prepare feasibility and conceptual planning documents.
j) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
k) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
l) Provide public education/notification assistance.
m) Prepare short and long term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
n) Participate in construction administration as required by the City.
o) Prepare formal or informal feasibility studies as necessary to assist the City in responding capital improvement needs.
p) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
q) Prepare legal descriptions, exhibits, and surveys.
r) Provide expert witness testimony.
s) Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
t) Represent the City with regulatory agencies.
u) Prepare periodic project status reports.
v) Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
w) Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
x) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
y) Participate in pre-construction conference as requested by the City.
z) Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
aa) Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
bb) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
cc) Review as-built drawings provided by the construction contractor and provide written comments to the City.
dd) Provide project management services and act as an extension of the City's project management staff for the design, bidding, and construction management of municipal projects.

The consultant or its subconsultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.4 Deliverables

The City intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will

be assured to the retained consultant(s). All work products becomes the property of the City. The City reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.5 Schedule
Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultant's receipt of an executed Task Order.

3.6 Background
Incorporated on March 27, 1911, encompassing more than 33 square miles with a population of 176,000, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City covers approximately 23,000 acres of highly urbanized neighborhoods, with much of its costal area land area lying within the flood plain. The City is composed of several individual watershed areas ranging in size from 2,000 to 11,000 acres with low-lying topography and intersected by numerous canals and rivers.

3.7 Water Supply
The City of Fort Lauderdale obtains water from the Biscayne Aquifer via two (2) Well Fields. The Prospect Well Field supplies Fiveash Water Treatment Plan and the Peele Dixie Well Field supplies the Peele Dixie Membrane Plant.

3.8 Water Treatment
The City of Fort Lauderdale has two (2) Water Treatment Plants. The Fiveash Plant is a lime-softening plant that treats an average of 36 MGD and the Peele Dixie Plant is a nano-filtration plant that treats an average of 6 MGD.

3.9 Water Distribution
The City of Fort Lauderdale has approximately 780 miles of water mains, 16,000 valves, 5,500 fire hydrants, six (6) ground storage tanks, and one (1) elevated storage tank in the Water Distribution System. In addition, the City provides water for other municipalities in Broward County.

3.10 Storm Water and Wastewater Collection and Storage
The City of Fort Lauderdale operates and maintains a 330 mile wastewater collection system and a 127 mile storm water collection system serving 57,000 accounts within Fort Lauderdale, as well as several adjacent large user cities.

3.11 Wastewater Treatment
The City of Fort Lauderdale operates a regional wastewater treatment plant (G. T. Lohmeyer) with a design treatment capability of 55.7 MGD serving Fort Lauderdale and other adjacent municipalities throughout Broward County.

3.12 Effluent Disposal
The City of Fort Lauderdale operates a deep well injection site consisting of five (5) wells for effluent disposal where effluent is pumped to approximately 3,500 feet below ground.

3.13 Functional Areas of Interest
The consultant shall identify in its response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

a) Water and wastewater engineering (specifically pipeline and lift-station design)
b) Stormwater engineering
c) Transportation engineering
d) Structural engineering (specifically seawall, dock, and bridge design)
e) Environmental engineering
f) Surveying and mapping services
g) Photogrammetry and remote sensing
h) Geotechnical engineering
i) Coastal engineering
j) Water resources engineering
k) Hydrology and hydraulic engineering
l) Mechanical engineering
m) Construction engineering and inspection

The consultant and /or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.14 Quality Assurance/Quality Control

It is the intention of the City that the design consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The City shall only accept submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the consultant shall provide the City with a marked up set of plans and specifications showing the consultant's QC review. The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.15 Document Submittal Format

All documents generated as a result of projects will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated City standards.

EXHIBIT "B"
BILLING RATES

RFQ 12637-421 Civil Engineer (CCNA)
Hourly Billing Rates for Task Orders
Calvin Giordano and Associates

Classification	Hourly Rate
Civil Engineering Services	
Principal Engineer	$ 198.00
Senior Supervising Engineer	$ 182.00
Senior Engineer	$ 156.00
Project Engineer	$ 135.00
Principal Designer	$ 114.00
CADD Designer	$ 120.00
Land Surveying & Mapping Services	
Principal Surveyor	$ 172.00
Professional Land Surveyor	$ 151.00
Project Surveyor	$ 135.00
Survey CADD / GIS Tech	$ 99.00
Survey Field Crew (1-Man Crew)	$ 110.00
Survey Field Crew (2-Man Crew)	$ 140.00
Survey Field Crew (3-Man Crew)	$ 170.00
Survey Crew with Laser Scan (3-Man Crew)	$ 161.00
Landscape Architecture and Planning Services	
Principal Landscape Architect / Principal Planner	$ 172.00
Senior Supervising Landscape Architect/Planner	$ 156.00
Senior Landscape Architect/Planner	$ 140.00
Landscape Architect/Planner	$ 125.00
Construction Administration Services	
Director of Construction Management	$ 140.00
Senior Field Representative	$ 130.00
Field Representative	$ 94.00
Miscellaneous	
Communications/Public Outreach Manager	$ 150.00
Communications/Public Outreach Assistant	$ 94.00
Grant Manager	$ 130.00
Clerical	$ 78.00

Cummins Cederberg
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Coastal & Marine Engineering	
Principal	$ 275.00
Senior Director	$ 240.00
Project Director	$ 220.00
Senior Project Manager	$ 200.00
Project Manager	$ 175.00
Chief Scientist	$ 200.00
Senior Scientist	$ 175.00
Project Scientist	$ 140.00
Associate Scientist II	$ 125.00
Associate Scientist I	$ 105.00
Chief Engineer	$ 220.00
Senior Engineer	$ 200.00
Project Engineer	$ 165.00
Associate Engineer II	$ 145.00
Associate Engineer I	$ 125.00
Senior Designer	$ 130.00
Designer	$ 110.00
Technician	$ 80.00
Clerical	$ 70.00

Lakdas Yohalem Eng
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Structural	
Principal	$ 205.00
Project Manager	$ 135.00
Senior Engineer	$ 145.00
Project Engineer	$ 120.00
Senior Designer/ Technician	$ 90.00
Senior Drafter	$ 90.00
Senior Inspector	$ 88.50
Inspector	$ 83.00
Administrative	$ 62.00

Hillers Electrical
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Electrical	
Principal/Project Manager	$248.17
Professional Engineer	$196.60
Lead Engineer	$161.15
Engineer	$141.81
CADD/Technician	$116.03
Construction Coordinator	$138.59
Administrative Assistant	$80.58

GPI Geo
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Photogrammetry & Remote Sencing	
Chief Surveyor, PSM	$301.48
Senior Surveyor, PSM	$231.62
Project Surveyor, PSM	$158.09
Survey Analyst	
Mobile Survey Analyst 3 (Senior) - Sr. LiDAR Technicia	$139.87
Mobile Survey Analyst 2 (Junior) - Junior LiDAR Techn	$94.26
Mobile Survey Analyst 1 (Entry) - Field Technician	$84.27
Field Cew Survey	
4-Men Crew	$2,394.84
3-Men Crew	$1,921.25
2-Men Crew	$1,540.65
Aerial Crew (Aerial LiDAR and Aerial Photography)	
Single Engine Aircraft Pilot	$109.99
Multi Engine Aircraft Pilot	$173.75
Aerial Sensor Operator	$73.53
Analyst 3 (Senior)-Compiler, Orthoanalyst, SUR Tech	$126.84
Terrestrial Mobile LiDAR	
Mobile Survey Operator	$157.49

Nutting Engineers
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Geotech	
Principal Engineer	$ 190.00
Senior Professional Engineer/Manager	$ 150.00
Site Visit, Boring Layout, Utility Clearance	$ 100.00
Administrative/ Clerical	$ 50.00
Drilling/ Geotechnical Services	
Standard Penetration Test Borings- Truck Mounted- 0' to 50'	$13.50 LF
Standard Penetration Test Borings- Truck Mounted- 50' to 100'	$17.00 LF
Standard Penetration Test Borings- Truck Mounted- >100'	Quote
Standard Penetration Test Borings (SPT)- Portable Equipment	$75.00 LF
Exflitration Test	$800 Test
Double Ring Infiltration Test	$1500 Test
Mobilization	$350.00 Trip
Casing	$7.00 LF
Soil Classification *	$150.00 Min.

Barnes
Hourly Billing Rates for Task Orders

Classification	Hourly Rate
Environmental	
Principal Hydrologist	$212.23
Principal Engineer	$202.12
Senior Project Manager	$186.58
Construction Manager	$158.47
Project Engineer V	$151.00
Project Engineer IV	$133.80
Project Engineer III	$119.60
Project Engineer II	$99.42
Project Engineer I	$83.23
Senior Designer	$119.60
Construction Engineer	$119.60
CAD IV	$100.17
CAD III	$74.75
CAD II	$62.79
CAD I	$55.97
GIS Tech III	$151.00
GIS Tech II	$98.67
GIS Tech I	$82.23
Hydrogeologist V	$158.47
Hydrogeologist IV	$121.04
Hydrogeologist III	$108.78
Hydrogeologist II	$84.89
Hydrogeologist I	$66.02
Environmental Scientist IV	$108.78
Environmental Scientist III	$89.70
Environmental Scientist II	$69.16
Environmental Scientist I	$53.82
Field Technician IV	$84.89
Field Technician III	$69.16
Field Technician II	$59.80
Field Technician I	$42.67
Sr. Surveyor and Mapper	$149.50
Surveyor and Mapper	$136.05
Survey Technician	$95.68
2 Person Survey Crew	$140.53
3 Person Survey Crew	$182.39
Utility Coordinator	$81.63
SUE 2 Person Crew	$146.51
SUE 3 Person Crew	$182.39
Administrative Support III	$103.90
Administrative Support II	$77.74
Administrative Support I	$53.82

Calvin, Giordano & Associates, Inc.

Bid Contact **Marty Evans**
jkoehler@cgasolutions.com
Ph 954-921-7781

Address **1800 Eller Drive Suite 600**
Fort Lauderdale, FL 33316

Bid Notes **CCNA RFQ**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12637-421--01-01	Civil Engineering Services	**Supplier Product Code:** RFQ12637-421	**First Offer - $0.00**	1 / each	**$0.00**	**Y**	**Y**

Supplier Total **$0.00**

Calvin, Giordano & Associates, Inc.

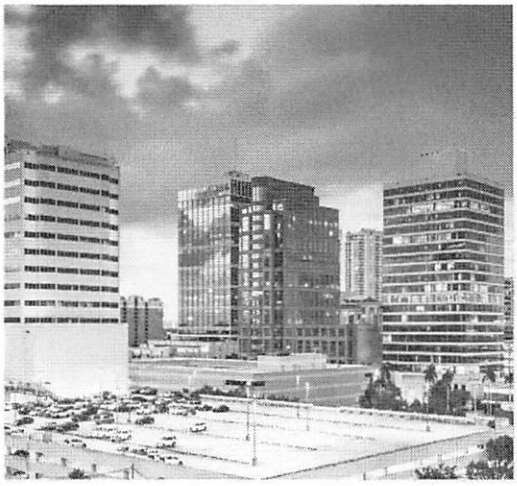
Item: **Civil Engineering Services**

Attachments

CGA_RFQ_12637-421 Fort Lauderdale Civil Engineering_Final.pdf

CGA DBE MWBE Sub Consultants.docx









Civil Engineering, Continuing Services Contract

Solicitation No.
12637-421

Prime Firm:
Calvin, Giordano & Associates, Inc.

Due Date and Time:
March 28, 2022 at 2:00 PM

Primary Contact
Jenna Martinetti, PE
Project Manager
JMartinetti@cgasolutions.com

Address:
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316

Telephone No.:
954.921.7781



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TAB 2



Cover Letter and Executive Summary

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

March 28, 2022

City of Fort Lauderdale
Attn.: Procurement Administrator
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301

RE: RFQ # 12637-421 - Civil Engineering, Consulting Services Contract

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our qualifications to provide professional services to the City of Fort Lauderdale (City) for a Civil Engineering, Consulting Services contract. We have reviewed the scope of services set forth by the City and have selected a project team with the necessary experience and skills to successfully complete all requested tasks in the functional areas of interest.

CGA's project team has a wealth of knowledge and experience in reviewing existing conditions, designing solutions that meet the City's needs and local regulatory requirements, preparing construction documents and bid packages, assisting during the construction phase, and providing overall project management for municipal infrastructure projects. Having gone through countless project life cycles all the way through construction completion, we have vast experience in civil engineering, roadway improvement projects, mobility enhancements, park rehabilitation, water/wastewater infrastructure projects, feasibility studies, hydraulic modeling, and overall system evaluations. We understand the requirements and demands of such projects and will execute them successfully.

CGA is a multi-disciplinary firm that began as a small two person surveying firm in Florida for 85 years. We have grown to over 370 employees and expanded geographically throughout Florida. We have strategically added a broad range of services to meet our clients' needs. With a focus on contract government services, CGA derives vast experience and understanding of the workings of local government. This level of understanding and experience in and of itself sets us apart from other consulting firms.

Client satisfaction remains our underlying theme and is the most important part of any statement on past performance. Our firm provides a broad range of design and engineering-related services typical of a large firm, but with the personalized attention of a much smaller company.

The CGA team will be led by Jenna Martinetti, PE, an experienced civil engineer and project manager with strong leadership and client relationship skills that compliment her extensive project management background. Her experience includes site development, utilities design, paving and drainage design, ADA compliance upgrades, park improvements, and roadway design. Under her management, there will be continuous communication with the City's project manager and staff as well as the stake holders and permitting agencies. Mrs. Martinetti will ensure that our team remains on schedule and keep the City's project manager up to date on project status, challenges or any value engineering initiatives that would prove beneficial to the project. Ms. Martinetti will be supported by a group of professionals with unparalleled experience, our team's experience is detailed in this proposal, under tab 4 - Qualifications of Project Team.

(Cont.)

(Cont.)

CGA has also compiled a team of sub-consultants to support other functional areas of interest outlined in the RFQ associated with the services CGA will provide. **Cummins Cederberg** will support our team by providing coastal and marine engineering services, **GPI Geospatial** will assist us with photogrammetry and remote sensing services, **Hillers Electrical Engineering, Inc.** with electrical instrumentation expertise, **Lakdas / Yohalem Engineering, Inc.** as our structural engineering consultant for bridges, water/wastewater treatment plants and water control structure services, **Nutting Engineers of Florida** as our geotechnical engineering services and **BFA Environmental Consultants, Inc.** will support our team with environmental and sub-service utility consulting services.

The team has been assembled to handle the specific needs for Fort Lauderdale. The City will benefit from this collaboration by leveraging the team's experience, lessons learned, and demonstrated best practices. Utilizing these resources and our past experience working in Fort Lauderdale and Broward County, the CGA team can deliver a higher quality service that is tailored to the needs of the City.

CGA is wholly owned subsidiary of SAFEbuilt, LLC which specializes in providing comprehensive community development services for local government. Our integration with this company provides a depth of resources that enhances CGA's reach.

CGA headquarters is located at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 and will serve as the primary office for this project. I, Chris Giordano, MSC, CCM, President, will serve as the Principal-in-Charge for this contract, and Jenna Martinetti, PE, will serve as the Project Manager. Below is our contact information:

Chris Giordano, MSC, CCM	**Jenna Martinetti, PE**
Principal-in-Charge and President	Project Manager / Director of Engineering
cgiordano@cgasolutions.com	jmartinetti@cgasolutions.com
T.: 954.921.7781	T: 954.766.2796

We appreciate your consideration to this request for proposal, and know that given the opportunity, the City will benefit from our team's extensive experience in civil engineering and associated services. Client satisfaction remains our top priority and is the most important aspect of our continuing work with our clients.

Sincerely,

Calvin, Giordano & Associates, Inc.

Chris Giordano, MSC, CCM
President

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Executive Summary - Company Information

Calvin, Giordano & Associates, Inc. (CGA) is a multi-disciplinary firm offering a broad range of civil engineering, surveying, planning, transportation planning, landscape architecture, and other professional services. We have closely reviewed the scope of work and the terms of the RFQ, and have confidence that we have the necessary expertise, capability and availability to perform the listed services. The response package validates the CGA team's minimum qualifications meet and exceed the requirements for experience and past performance. The proposed team would serve as an extension to City staff to perform the tasks listed in the RFQ for the functional areas of interest. We outlined the elements of the proposal in our cover letter preceding this section. As instructed in your RFQ, please find herewith our company profile:

Professional Categories

Some of the functional areas our company will act as a prime and others will be serviced via sub-consultant

- Water and wastewater engineering (specifically pipeline and lift-station design)
- Stormwater engineering
- Transportation engineering
- Structural engineering (specifically seawall, dock, and bridge design)
- Environmental engineering
- Surveying and mapping services
- Photogrammetry and remote sensing
- Geotechnical engineering
- Coastal engineering
- Water resources engineering
- Hydrology and hydraulic engineering
- Mechanical engineering
- Construction engineering and inspection

Number of years of experience providing professional services

85 years

Date authorized in Florida

1937

Date incorporated (current name)

June 27, 1985

FEIN

65-0013869

Previous company names:

M.E. Berry & Associates, Inc., 1937 -1985

Berry & Calvin, Inc., 1985 - 1997

Calvin, Giordano & Associates, Inc., 1997 - Current

Main office location that will service the contract:

1800 Eller Drive, Suite 600

Fort Lauderdale, FL 33316

Licenses

Secretary of State Charter	M17373
Engineering License No.	514
Land Surveyor License	LB6791
Landscape Architecture License	LC0000339

Officers / Directors (as registered in SunBiz.Org)

Chris Giordano	President / Treasurer
Matthew Causley	Vice-President
Jenna Martinetti	Vice-President
Tammy Cook-Weedon	Vice-President
Steve Watts	Vice-President
Dawn Hopkins	Secretary

Project Key Staff Members

(A detailed list of every professional involved in this project is presented in the SF330 as well as the sub-consultants section of this proposal)

Jenna Martinetti, PE
David Stambaugh, PE, DBIA
Nicholas W. Kanelidis, PE
Emeliz Torres, PE
James Messick, PE
James Hart, PE
Keisha Westbrook, PE
Jorge R. Cervantes, PE
Curt Alexander
Tavares Jackson
Maged M. Guirguis, PE
Diana White, PE
Erik Padron, PE
Randy Stokes
Michael D. Conner, ALSA, PLA, ISA
Gianno Feoli
Steve M. Watts, PSM
Lee C. Rowbotham
Pablo Chon Kan-Munoz
Carlos Lemus
Erin Sudman
Marcos Mendonza
Robert W. Vonderahe
Drew Lindermann

TAB 3



Firms Qualifications and Experience

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Firm History

COMPANY'S HISTORY AND QUALIFICATIONS

Calvin, Giordano & Associates, Inc. (CGA) is a well established multi-disciplinary firm with offices located in Fort Lauderdale, Miami-Dade, West Palm Beach, Port St. Lucie, Estero, and Clearwater. For ***85 years***, our firm has been providing consulting services to both public and private sector clients.

From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our success is reflected in the quality of work we consistently provide and also in the personal approach we take with each client. The winning combination is affirmed by our large number of repeat/long term municipal clients. Because of our diversity, CGA can control the process, offering a host of professional services as a one-source partner, or efficiently tackle time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals. ***Custom Building Exceptional Solutions*** is the core of our business.

CGA strategically provides a broad range of services to meet our clients' needs. Our professional services include:

- Building Code Services
- Civil Engineering/Roadway and Highway Design
- Coastal Engineering
- Code Compliance
- Construction Engineering and Inspection (CEI)
- Construction Services
- Data Technologies and Development
- Electrical Engineering
- Civil Engineering
- Environmental Services
- Facilities Management
- Grant Management & Writing
- Geographic Information Systems (GIS)
- Governmental Services
- Landscape Architecture
- Planning
- Project Management
- Redevelopment and Urban Design
- Surveying and Mapping
- Transportation & Mobility
- Transportation Planning
- Water/Wastewater Utilities Engineering
- Website Development

Taking advantage of our diversified staff's experience and knowledge is what distinguishes CGA as a professional consultant and what allows our team to repeatedly complete projects on-time, under budget and exceeding expectations while doing so.

Initiatives Towards Sustainable Business Practices

We provides services to public entities and private developers and has always guided our clients to the most efficient and sustainable practices; this has always been our mindset. CGA encourages its employees to continue their education in the most current sustainable technologies. CGA pays for this education and certifications, and encourages its employees to participate and be involved in civic, professional and non-profit organizations promoting sustainability and energy efficiency.



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Licenses and Certifications

Our team is equipped to handle projects varying in nature and timeline and understands the City's needs vary from community facilities and park upgrades to utility infrastructure improvements including roadway, water, sewer, treatment plant, and stormwater upgrades. Our team is fully capable of delivering all the services required for this RFQ and has extensive experience with building and engineering plans review and grant writing/management experience. Our roadway and traffic engineering divisions have a current contract with BCHCED which includes working on Surtax funded projects, our utilities division has both design/build and design/bid/build contracts for water and wastewater treatment plants in Broward and West Palm Beach as well as lift station and watermain replacement projects across the county, our CEI department has ongoing contracts with FDOT District IV and local municipalities, and our municipal division has CDBG stormwater and roadway drainage improvements projects advertised for contractor bids in multiple cities.

Additional details on these projects and others are prepared in a full set of SF330 forms with our company's qualifications. It is located in Tab 4 Team Qualifications for your review and consideration.



State of Florida
Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

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 February 9, 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 Ninth day of February, 2021

Secretary of State



2022 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Mar 29, 2022
Secretary of State
816657477CC



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

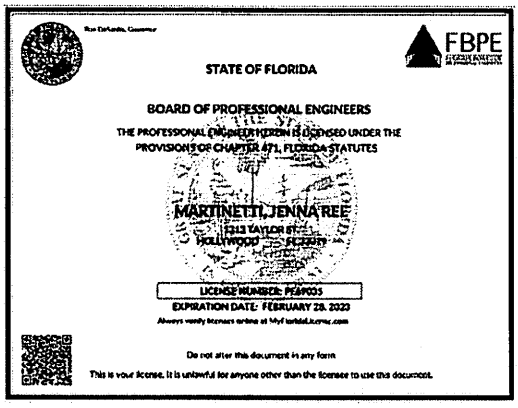
2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022



CERTIFICATE OF LIABILITY INSURANCE

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY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MARTINETTI, JENNA REE
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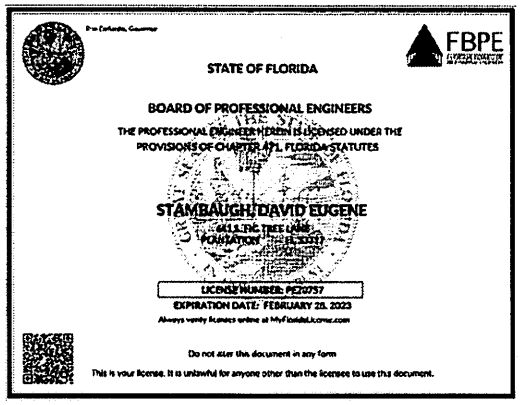
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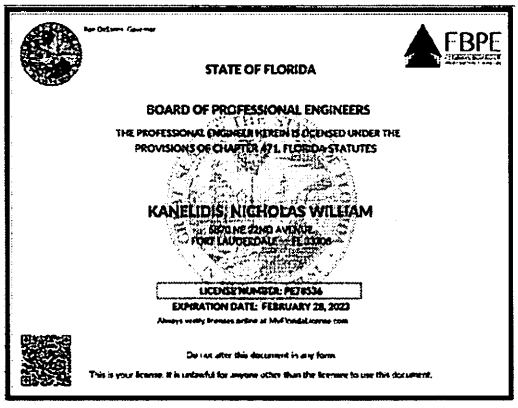
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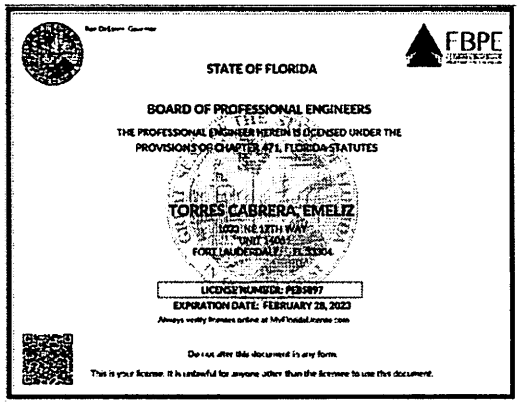
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TORRES CABRERA, EMELIZ
LICENSE NUMBER: PE85897
EXPIRATION DATE: FEBRUARY 28, 2023
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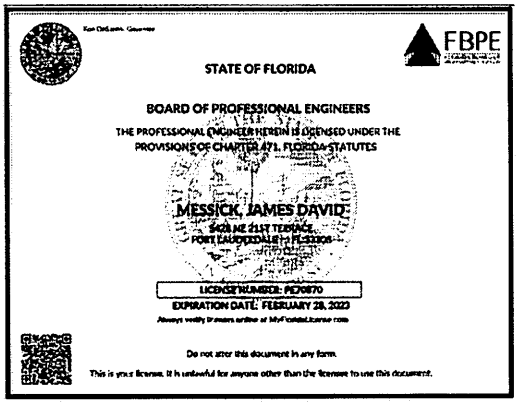
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BOARD OF PROFESSIONAL ENGINEERS
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MESSICK, JAMES DAVID
LICENSE NUMBER: PE70870
EXPIRATION DATE: FEBRUARY 28, 2023
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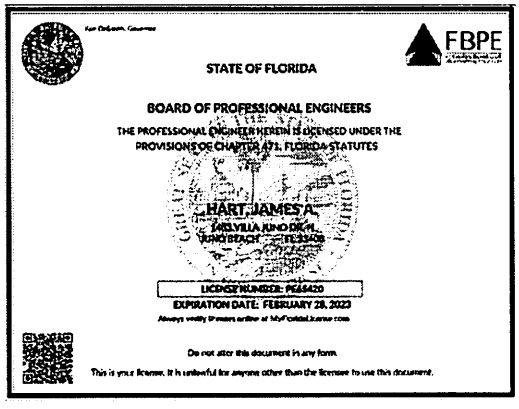
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
HART, JAMES A.
LICENSE NUMBER: PE64420
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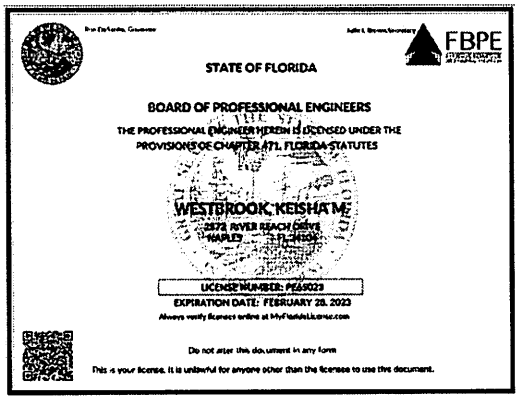
STATE OF FLORIDA
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WESTBROOK, KEISHA M.
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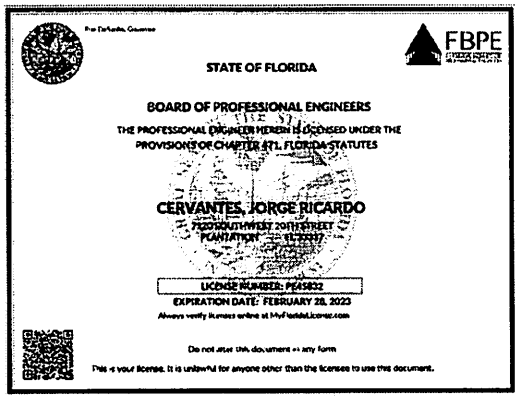
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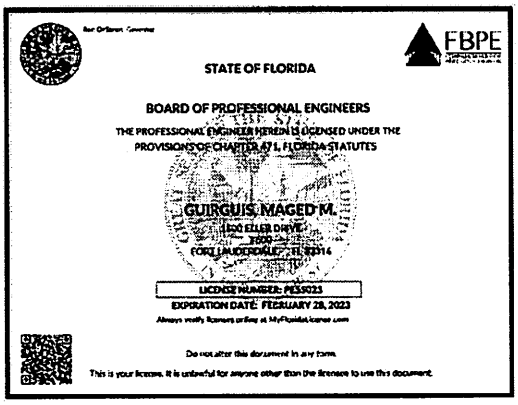
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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GUIRGUIS, MAGED M.
1800 ELLER DRIVE
SUITE 600
FORT LAUDERDALE, FL 33316
LICENSE NUMBER: PE59023
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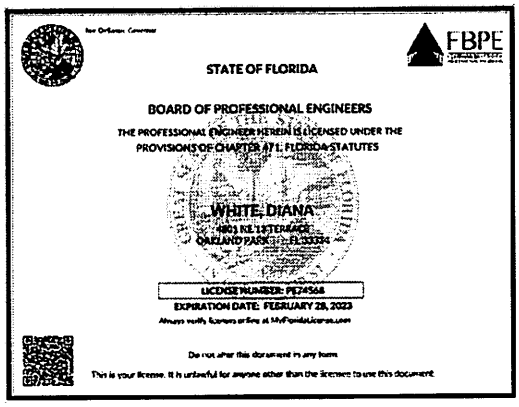
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WHITE, DIANA
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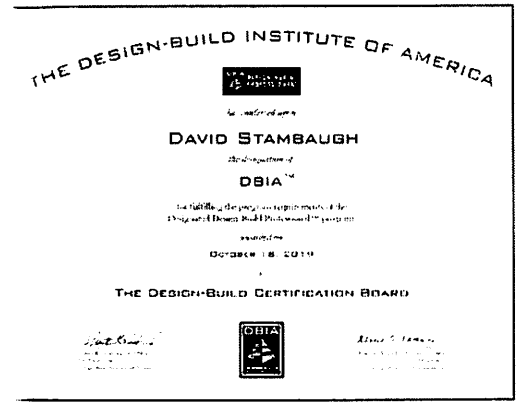
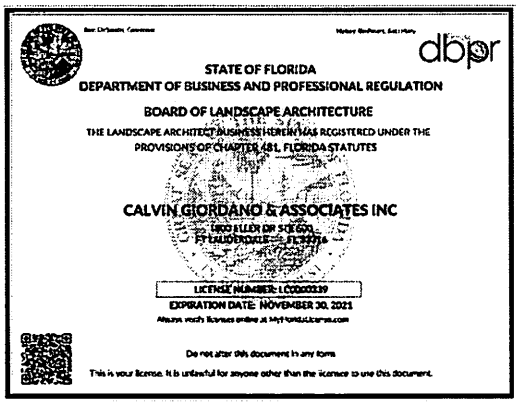

THE DESIGN-BUILD INSTITUTE OF AMERICA
DAVID STAMBAUGH
DBIA
October 18, 2019
THE DESIGN-BUILD CERTIFICATION BOARD

Licensee Details
Licensee Information
Name: CALVIN GIORDANO & ASSOCIATES, INC. (Primary Name)
Main Address: 1800 ELLER DRIVE
SUITE 600
FT. LAUDERDALE Florida 33316
County: BROWARD
License Mailing:
License Location:

License Information
License Type: Registry
Rank: Registry
License Number: 514
Status: Current
Licensure Date: 01/09/1967
Expires:

Special Qualifications: Qualification Effective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BOARD OF LANDSCAPE ARCHITECTURE
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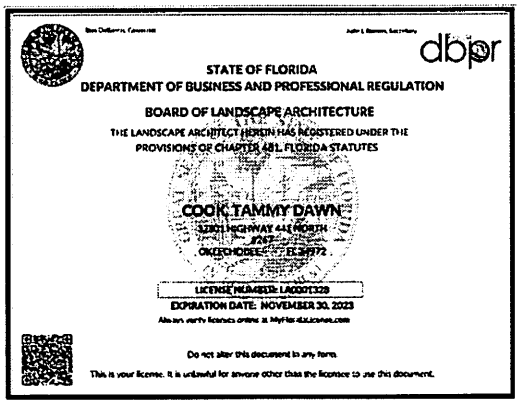
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BOARD OF LANDSCAPE ARCHITECTURE
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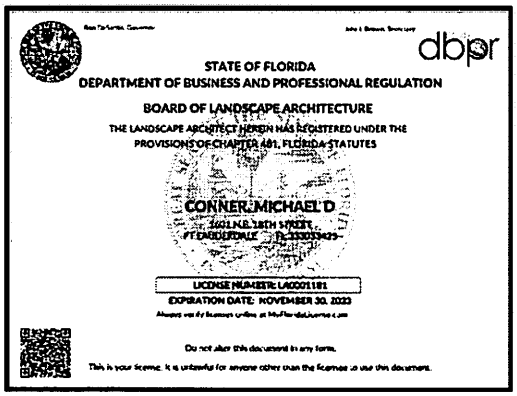
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BD+C

Tammy Cook-Weedon

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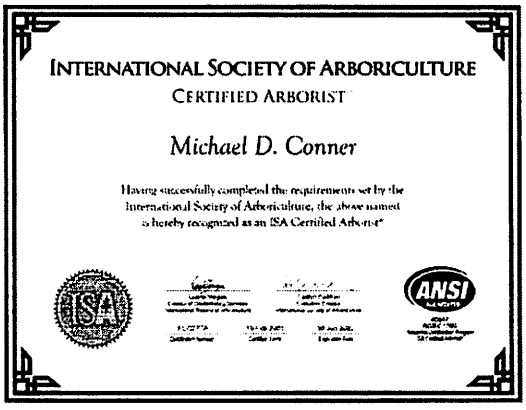
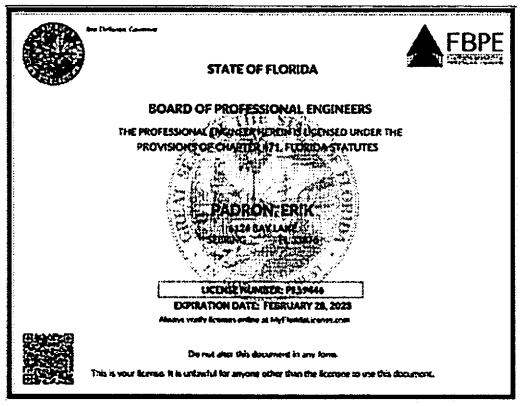

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST
Michael D. Conner
Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist
ISA
ANSI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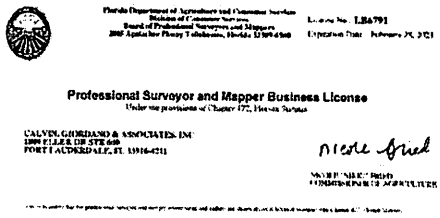
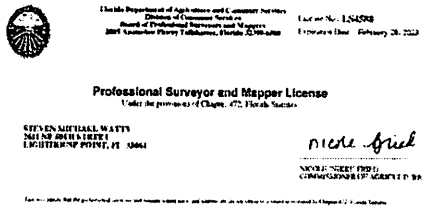
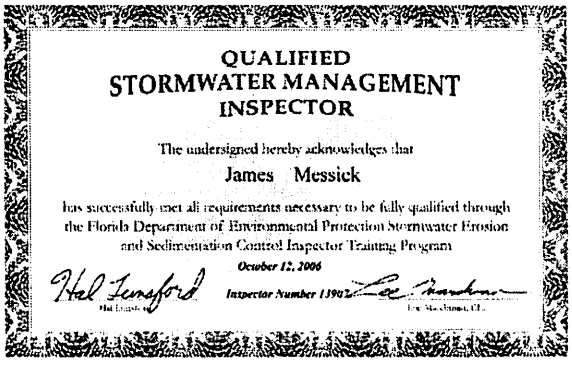

Professional Surveyor and Mapper Business License
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 ELLER DR STE 600
FORT LAUDERDALE, FL 33316-4211
Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE


Professional Surveyor and Mapper License
STEVEN MICHAEL WATTS
LIGHTHOUSE POINT, FL 33064
Nicole Fried
NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE


QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
James Messick
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
October 12, 2006
Hal Tensford
Inspector Number 13902


QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
Jenna Martinetti, P.E.
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
December 28, 2012
Hal Tensford
Inspector Number 28161
Kristine Jones


dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
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QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
Erin Sudman
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
June 11, 2016
Hal Tensford
Inspector Number 35751

TAB 4



Qualifications of Project Team

STANDARD FORM 330
ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Civil, Engineering, Continuing Services Contract

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
March 2022	RFQ # 12637-421

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Chris Giordano, MSC, CCM — President

5. NAME OF FIRM

Calvin, Giordano & Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
954.921.7781	954.921.8807	Marketing@CGAsolutions.com

C. PROPOSED TEAM

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

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUB-CONSULTANT	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Calvin, Giordano & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316	**PRIME CONSULTANT:** Civil Engineering, Traffic Engineering, Surveying Landscape Architecture, Urban Design, Planning, Environmental, Construction Engineering and Inspections
b.			X	Cummins Cederberg ☐ CHECK IF BRANCH OFFICE	888 S Andrews Avenue, Suite 206 Fort Lauderdale, FL 33304	**SUB-CONSULTANT:** Coastal and Marine Engineering
c.			X	GPI Geospatial ☐ CHECK IF BRANCH OFFICE	8935 NW 35th Lane, Suite 100 Doral, FL 33172	**SUB-CONSULTANT:** Photogrammetry and remote sensing
d.			X	Hillers Electrical Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	23257 State Road 7, Suite 100 Boca Raton, FL 33428	**SUB-CONSULTANT:** Electrical Instrumentation Services
e.			X	Lakdas / Yohalem Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	2211 NE 54th Street Fort Lauderdale, Fl. 33308	**SUB-CONSULTANT:** Structural Engineering, Bridges, Water and Wastewater Treatment Plants and Water Control Structures
f.			X	Nutting Engineers of Florida, Inc. ☐ CHECK IF BRANCH OFFICE	1310 Neptune Drive Boynton Beach, FL 33426	**SUB-CONSULTANT:** Geotechnical Engineering services

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[X] (ATTACHED)

STANDARD FORM 330
ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Civil, Engineering, Continuing Services Contract

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
March 2022	RFQ # 12637-421

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Chris Giordano, MSC, CCM — President

5. NAME OF FIRM

Calvin, Giordano & Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
954.921.7781	954.921.8807	Marketing@CGAsolutions.com

C. PROPOSED TEAM

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

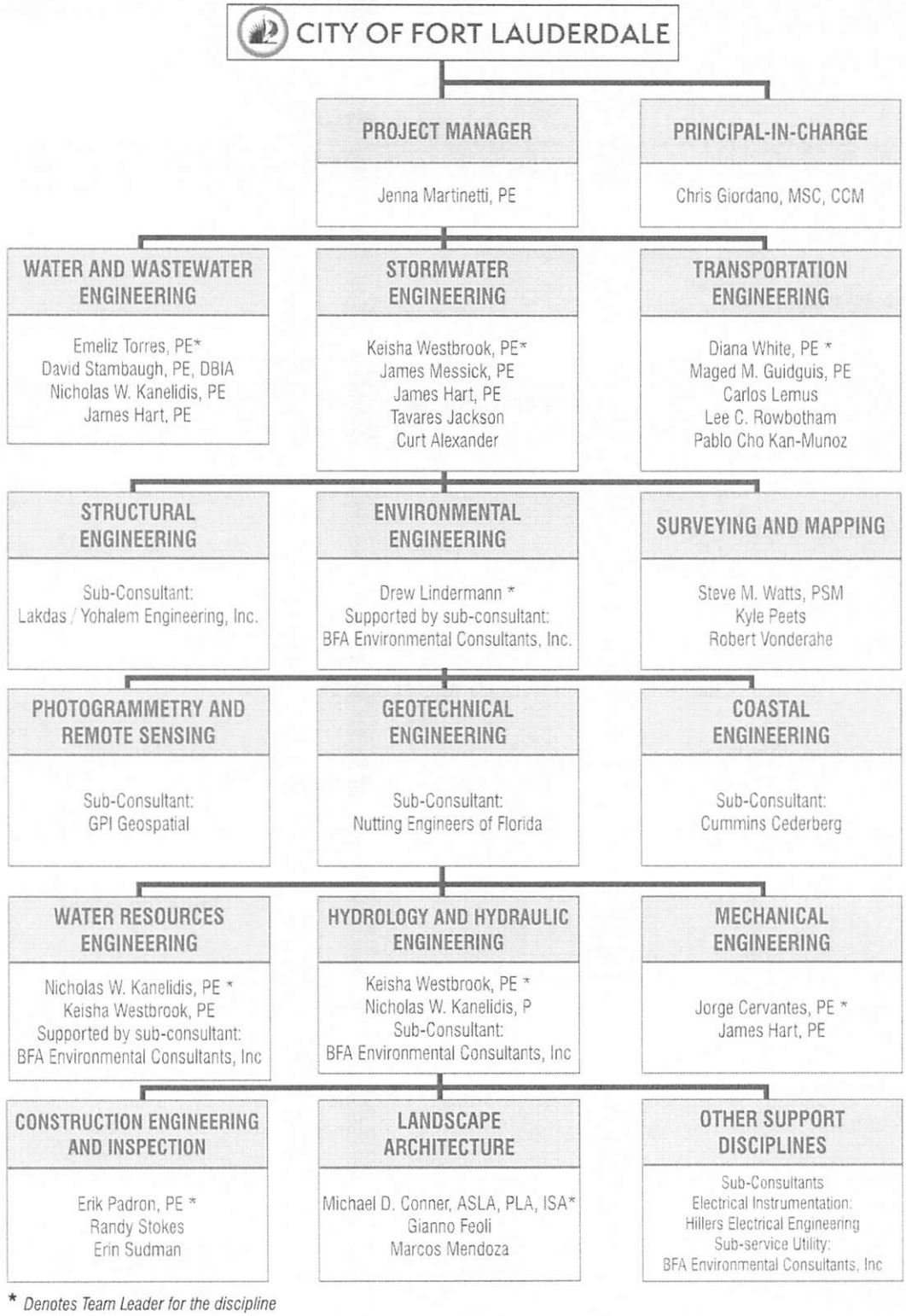
	(Check) PRIME	J-V PARTNER	SUB-CONSULTANT	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Calvin, Giordano & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316	PRIME CONSULTANT: Civil Engineering, Traffic Engineering, Surveying Landscape Architecture, Urban Design, Planning, Environmental, Construction Engineering and Inspections.
b.			X	Barnes, Ferland and Associates, Inc. ☐ CHECK IF BRANCH OFFICE	1230 Hillcrest Street, Suite 100, Orlando, FL 32803	SUB-CONSULTANT: Environmental and sub-service utility services
c.				☐ CHECK IF BRANCH OFFICE		SUB-CONSULTANT:
d.				☐ CHECK IF BRANCH OFFICE		SUB-CONSULTANT:
e.				☐ CHECK IF BRANCH OFFICE		SUB-CONSULTANT:
f.				☐ CHECK IF BRANCH OFFICE		SUB-CONSULTANT:

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (ATTACHED)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

Project Organization Chart - CGA Personnel and Supporting Role Firms



* *Denotes Team Leader for the discipline*

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JENNA MARTINETTI, PE	**ENGINEER**	18	18

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

B.S., Civil Engineering, Magna Cum Laude
Florida State University, Tallahassee, FL

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

Professional Engineer Florida
No. 69035

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

Ms. Martinetti has over 18 years of engineering experience and has been senior project manager for projects within many local municipalities. Her roadway design experience includes design for milling and resurfacing, widening, roadway reconstruction, safety improvement projects, neighborhood enhancements, ADA upgrades and compliance, drainage improvements, signing and pavement markings, traffic control plans, storm water pollution prevention control plans and complete streets incorporation. Her project management experience also includes design and retrofit of parks, roadways, water mains, sewage force mains, lift stations, fuel station, site development and design, neighborhood improvement projects, and stormwater projects as well as permitting, bidding documents, engineering during construction and project close-out. Her experience also includes utility coordination, participation in the quality control process, and local agency program (LAP) coordination, including agency certification assistance. She has the advanced temporary traffic control (TTC) certification required to design and permit traffic control plans and has extensive experience with JPA's and LAP projects including Transportation Enhancement Program and CIGP.



19. RELEVANT PROJECTS

a.

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

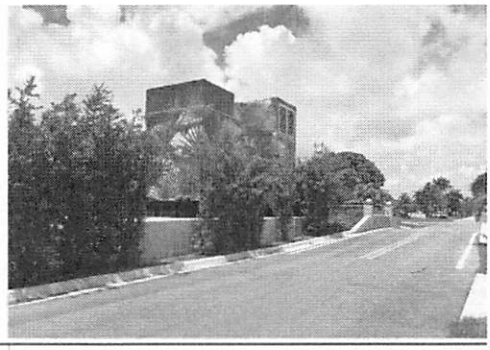
Hallandale Beach SW Quadrant Drainage Improvements
Hallandale Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017 - 2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Senior Project Manager for major enhancements to the existing drainage system within the City's SW Quadrant to reduce the flooding during large storm events by isolating the system from tidal influence and pumping the stormwater into proposed injection wells. The project includes the construction of a new pumping station with two (2)-350 HP pumps and an automated trash rack, storm water force mains, seventeen (17) injection wells, a control structure consisting of four (4) flap gates and one sluice gate, an 800 kW generator, an intelligent controls and monitoring system and landscaping enhancements in areas affected by construction This project is funded by FEMA HMGP grant funds. Client: Manga Ebbe. (954) 457-3042. Construction Cost: $9.6 million, Firm Fees: $782,395.

[X] Check if project performed with current firm



b.

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

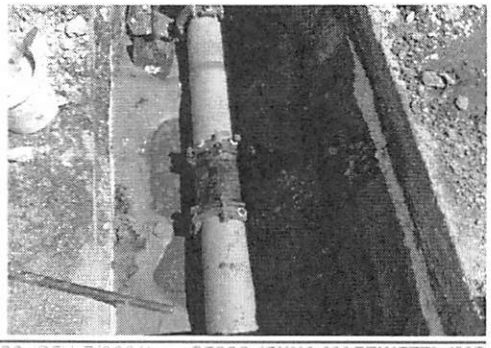
Water Main Replacement on SE 2nd Avenue
Dania Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020 - 2022	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Engineer of Record for the replacement of about 7,000 LF of 12" water main plus some 4-inch, 6-inch, and 8-inch water main with tie ins in a residential neighborhood including replacing all water services, connections to the existing main, and fire hydrants.

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)

Davie Road Phase 1, Phase 2, and Phase 3
Miami-Dade County, Florida

(2) YEAR COMPLETED

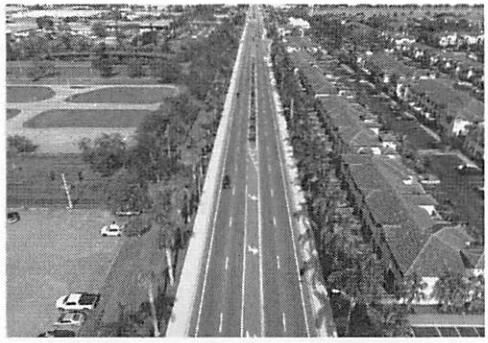
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2016- On-Going	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Senior PM for three phases of design for Davie Road; Phase 1 is from SR 84 to Nova Dr, and Phase 2 is from Nova Drive to SW 39th St., and Phase 3 from SW 39th St to Orange Dr. The scope included roadway widening, adding bike lanes, signalization at Nova Drive, signing and pavement marking plans, MOT, drainage modifications, lighting, installing a new median, new school flashers, decorative streetscape elements, and tree removal/relocations. Phase 1 project was partially funded by a (CIGP). Phase 2 was a LAP funded grant project, and Phase 3 (currently under construction) is partially funded by County MAP (Surtax) funds. 2016-current

.

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)

Dania Casino and Jai-Alai Off-site Water Main Upgrades
Dania Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2013 - 2016	2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Senior Project Manager for design for the onsite and offsite improvements required to upgrade the existing Jai-alai facility to accommodate a casino. As part of the developer's requirement with the City and the demand of the upgraded facility, new water distribution lines surrounding the site area were required to be installed. Design and permitting for 1570 LF of 8" pipeline, 1270 LF of 12" pipeline, new fire hydrants both onsite and offsite, and multiple new service and irrigation connections for the project site. City, Health Department and FDOT permitting and certifications were required for the new water main. Client Reference: F3 Architecture, Joaquin Gerlero. Water owner/supplier: City of Dania Beach

[X] Check if project performed with current firm



e.

(1) TITLE AND LOCATION (City and State)

Hallandale CRA Resiliency Demonstration Parking Lots
Hallandale Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - Current	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

The CRA desired to construct a parking lot on their vacant lot that is a sustainable yet simple design in order to showcase the resiliency elements they wish from new developers. CGA provided two schematic layouts for the parking lot for the City to decide which conceptual layout they wanted. CGA met the City's request to showcase a sustainable parking lot and to avoid drainage infrastructure by utilizing a combination of bioswales, pervious concrete, and a permeable paving system. LED lighting, electric vehicle charging stations, native plantings, and bike racks were also included in the design. Additionally, the design layout of the parking lot and spaces allows for the City's potential conversion of the parking lot to a valet lot with mechanically stacked parking and a valet station. The plans were approved by City and CRA staff and permitting through Broward County Environmental Protection and Growth Management (EPGM) Division.

[X] Check if project performed with current firm



f.

(1) TITLE AND LOCATION (City and State)

Nova Drive Complete Streets Improvements Project
Davie, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2014 - Ongoing	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project manager and engineer of record for Nova Drive, from Davie Road to east of University Drive, to widen a portion of the corridor from 2 lanes to 4 lanes and implement complete streets initiatives including reducing lane widths, traffic calming measures such as a roundabout, adding bike lanes and sharrows, upgrading signalization, pedestrian improvements, signing and pavement marking plans, MOT, drainage modifications, lighting, and tree removal/relocations. This project is grant funded and recently awarded for construction. A major FPL relocation was necessary in order to construct the new roundabout. 2014-Present, Senior Project Manager, Previous Town Engineer: Laura Borgesi (954) 797-1113. Construction Cost: ($6.9M), Firm Fees: $459,475

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
DAVID STAMBAUGH, PE, DBIA	**ENGINEER**	24	16

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

Calvin, Giordano & Associates, Inc.
West Palm Beach, FL

16. EDUCATION *(Degree and Specialization)*

B.S., Civil Engineering
University of Central Florida, Orlando, FL

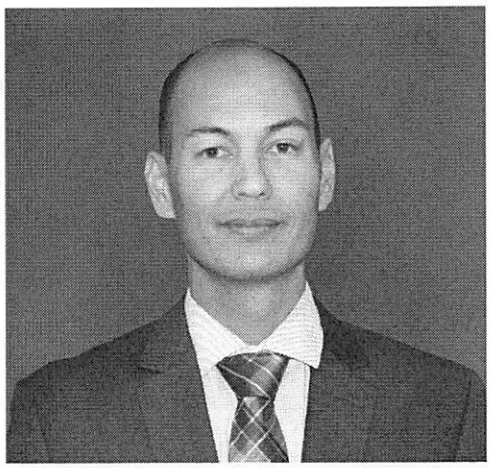
17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Professional Engineer
No. 70757

Design-Build Institute of America (DBIA)

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

With more than seven years of construction experience followed by sixteen years of design and project management, Mr. Stambaugh has developed a strong understanding of the engineering profession and necessary skills to successfully complete a variety of projects with varying degrees of complexity. He is experienced in the design of both public and private engineering projects, including the design of water and wastewater treatment plant expansion and rehabilitation, the design of sanitary sewer collection and transmission systems, replacement and improvements design for drinking water distribution systems and booster stations, and the design of storm water management systems, roadways, and parking lots.



19. RELEVANT PROJECTS

a.

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

Water Treatment Plant #8 Fluoride System Improvements
Palm Beach County, Florida

(2) YEAR COMPLETED

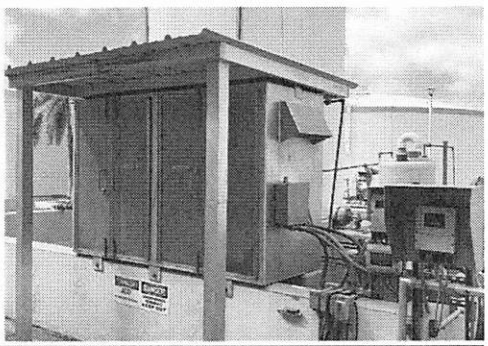
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Managed a team of design consultants to rehabilitate the existing fluoride system that were approaching the end of their useful life. The rehabilitation included complete replacement of all wetted components including bulk storage tanks, day tanks, pump skids, valves, primary and secondary containment piping to the injection location, and recoating of the concrete structure. Additional safety features were incorporated that included new elevated walkways, handrails, kick plates, signage for restricted entry confined spaces, eyewash stations, and instrumentation and controls to allow remote operation and maintenance.

Firm Fees: 118,611.00 Construction Cost: $797,646.00

[X] Check if project performed with current firm



b.

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

Water Treatment Plant #3, #9, and #11 Fluoride System Improvements
Palm Beach County, Florida

(2) YEAR COMPLETED

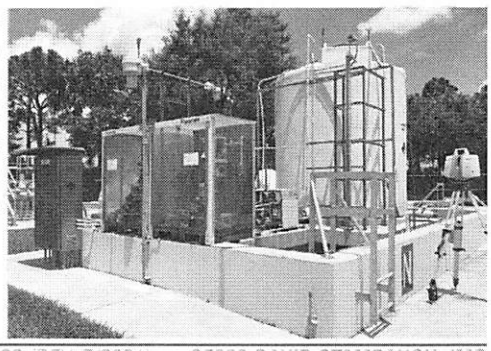
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Managed a team of design consultants to rehabilitate the existing fluoride system that were approaching the end of their useful life. The rehabilitation included complete replacement of all wetted components including bulk storage tanks, day tanks, pump skids, valves, primary and secondary containment piping to the injection location, and recoating of the concrete structure. Additional safety features were incorporated that included new elevated walkways, handrails, kick plates, signage for restricted entry confined spaces, eyewash stations, and instrumentation and controls to allow remote operation and maintenance.

Firm Fees: 363,490.00 Construction Cost: $ 1,985,000.00

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)
Water Treatment Plant #3 and #9 Valve and Process Improvements
Palm Beach County, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Design Manager responsible for managing all design team efforts for the replacement of a 16" raw water blow off valve, installation of dual reduced pressure backflow preventers for the membrane concentrate, rehabilitation of the sulfuric acid dilution system, and replacement of 4 high service pump check valves at WTP #3. The scope of work at WTP #9 included the replacement of 7 high service pump check valves and a 36" sand strainer bypass butterfly valve.

Firm Fees: 247,377.40 Construction Cost: Not Applicable

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)
WRWWTF Sludge Thickener and WRNWWTF Headworks Bypass Improvements
Palm Beach County, Florida

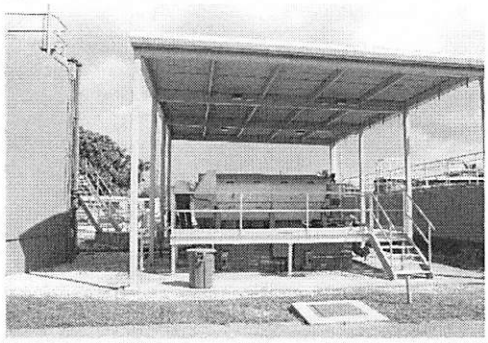
(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Western Region Wastewater Treatment Facility (WRWWTF) Sludge Thickener and Western Region North Wastewater Treatment Facility (WRNWWTF) Headworks Bypass Improvements. Manager of a team of design consultants for the installation of a new rotary drum sludge thickener and improvements to the electrical and instrumentation system at the headworks to the WRWWTF. The project also included the design of a full capacity emergency bypass to the headworks at the WRNWWTF. Coordinated all design team activities and was responsible for maintaining clear lines of communication between all stakeholders and ensured that the goals of the project were met.

Firm Fees: $ 211,085.00 Construction Cost: $1.71 Million

[X] Check if project performed with current firm



e.

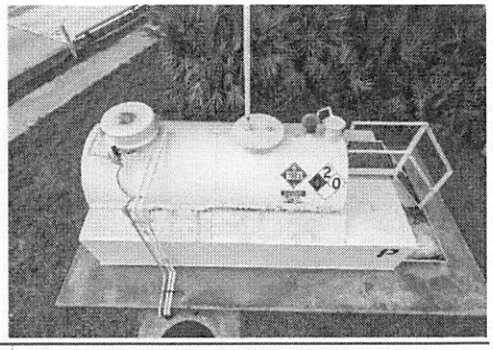
(1) TITLE AND LOCATION (City and State)
WTP #8 Lime Slaker, Fuel Storage Tanks, and High Service Pump Replacement
Palm Beach County, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2017 - 2018
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

The project included the replacement of two (2) lime slakers, replacement of a 2,000 gallon diesel fuel tank in-kind for the wellfield generator, replacement of a 10,000 gallon diesel fuel storage tank for the water treatment plant with a new 20,000 gallon tank to extend the duration for operating on standby generator, replacement of High Service Pump #5, and installation of three (3) mixers on the existing ground storage tanks to reduce the DPB formation in the finished water. I was responsible for all efforts by the design team and coordination with the construction team. Additionally, I ensured that the project's objectives were met by facilitating the procedures for quality control and quality assurance.
Firm Fees: $297,671.00 Construction Cost: $ 1.62 Million

[X] Check if project performed with current firm



f.

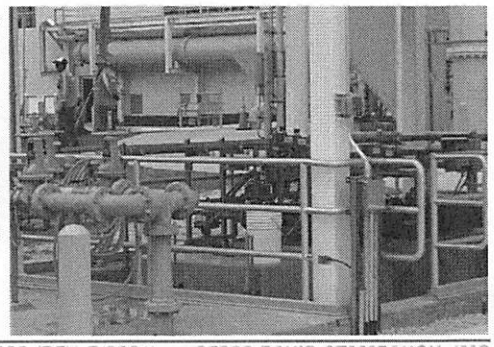
(1) TITLE AND LOCATION (City and State)
Water Treatment Plant #2 Improvements
Palm Beach County, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2017
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Design Manager responsible for managing all activities from the design team for the installation of owner furnished 350 Hp High Service Pumps #13 and #14 and associated yard piping improvements. The project also included the design of improvements to the lime slurry delivery system which included replacement of the existing lime slaker and installation of a new concrete containment area with lime slurry box and owner furnished lime slurry pumps. The project also included the replacement of the main electrical breaker that required coordination with FPL and PBCWUD Operations Staff to ensure sufficient finished water productions for the customers during the plant shut downs.
Firm Fees: $ 297,671.32 Construction Cost: Not Applicable

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
NICHOLAS W. KANELIDIS, PE	**PROJECT MANAGER**	10	7

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

Master of Engineering, 2011
University of Florida, Gainesville, FL

B.S. in Civil Engineering, 2009
Florida State University, Tallahassee, FL

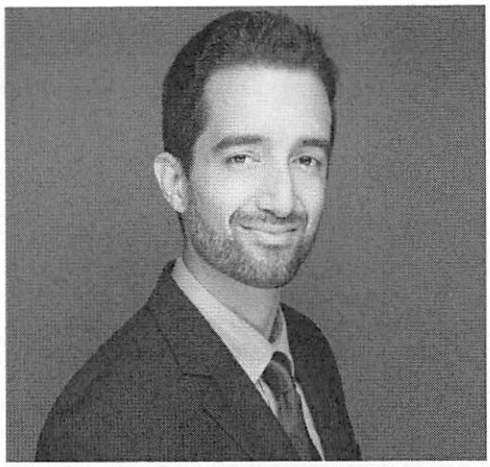
17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Professional Engineer - Florida
No. 78536

FDEP Stormwater, Erosion & Sedimentation Control Inspector
No. 40536

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

Mr. Kanelidis' background experience encompasses site design, civil, geotechnical, surface water management, water, and wastewater services for both the private and public sector. He also had significant involvement with his prior firm in representing Sunshine Water Control District as District Engineer working on numerous Capital Improvements Projects. As a Project Manager at CGA, his responsibilities include preparing contract proposals, developing and managing project schedules, hydrologic and hydraulic modeling, developing quantity take- offs and cost estimates, preparing various engineering plans and technical specifications, permitting, bidding assistance, project management during construction, addressing Contractor RFI's, reviewing shop drawings, negotiating and reviewing change orders, as-built reviews, and final project certifications. As an engineer with design and field experience, he is versatile in his ability to perform the tasks at each individual project stage.



19. RELEVANT PROJECTS

a.

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

Water, Wastewater, and Stormwater Assessments and Reporting
Surfside, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017 - 2021	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Manager in charge of the Town of Surfside's monthly, quarterly, bimonthly, and yearly compliance assessments and reporting for their water, wastewater, and stormwater infrastructure. The submittals were required by Miami-Dade County DERM and FDEP. Some of the tasks included certificates of adequate treatment and transmission capacities for wastewater, wastewater capacity / maintenance / operation / management yearly reports, yearly GIS infrastructure updates, semi-annual illicit stormwater discharges / corrections, domestic water monthly operating reports, yearly NPDES updates, yearly water accounting / loss report, and yearly sanitary sewer evaluation surveys (SSES). The SSES, depending on the reporting cycle, required smoke testing, nighttime flow monitoring, video recording of gravity sewer, preparing calculations to determine I/I from water meter readings, and summarizing into a comprehensive report.

[X] Check if project performed with current firm



b.

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

Wastewater Treatment Plant Drying Bed Replacement
Boca Raton, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017 - 2019	2018 - 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

PM for a WWTP project to replace & relocate the existing concrete drying bed at the City's Utility Services Complex. The drying bed structure is used as part of the City's vacuum truck operations for drying sewer solids before properly disposing of the dry sludge. The existing drying bed had reached the end of its useful service life due to its constant use & harsh environmental. A new, larger, & segmented drying bed was designed & constructed to improve daily operations & efficiency. Project tasks included design, verifying turning radii & clearances for vacuum truck operations, reviewing Geotechnical findings, resolving utility conflicts, cost estimating, preparing technical specs, addressing Bidder RFI's, evaluating bid proposals, attending monthly construction progress meetings, reviewing shop drawings, addressing Contractor RFI's, coordinating minor changes during construction, conducting interim inspections, reviewing as-builts, & final project certification.

[X] Check if project performed with current firm



STANDARD FORM 330 (REV. 7/2021) - SF330 NICHOLAS KANELIDIS_IMG

19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)

Phase 3C Potable Water and Sanitary Sewer Improvements
Bal Harbour, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020 - 2022	2022

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

CGA was retained by Bal Harbour Village to design and permit new water and sanitary sewer infrastructure within its gated residential community. The purpose of the project was to replace infrastructure in disrepair, improve surface ponding along the curb flow path, replace damaged curbing and asphalt, redirect a portion of gravity sanitary sewer, and to relocate water mains and meters to the front of properties for future maintenance access and monthly readings. Coordination played a key role with the affected residences in terms of temporary water shutdowns, maintenance of traffic, staging of equipment and materials, work on private property, and restoration. The project included over 2,200 LF of 8" and 10" water main inclusive of services, valves, and hydrants, some of which was within FDOT right-of-way, and over 500 LF of 8" and 10" sanitary sewer pipe inclusive of manholes.



d.

(1) TITLE AND LOCATION (City and State)

SE 2nd Avenue and 7th Street Water Improvements
Dania Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020 - 2022	2022

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

PM for a water main replacement project within a residential community that included over 6,000 linear feet of new 12-inch water main, valves, hydrants, services, asphalt milling & resurfacing, & new pavement markings & signage. The existing water main was experiencing frequent breaks due to its age & was undersized given the development over the years. Therefore, the design included upsizing the pipe & improving fire protection within the project area by adding additional hydrants. There are two schools within the project limits, so coordination played a key role with both the City & the County. Project scope included design, permitting, cost estimating, preparing technical specifications, reviewing front-end documents for advertising, assistance during bidding, evaluating bidders, periodic construction inspections, approving shop drawings, & reviewing RFI's. CGA is currently under contract for limited construction services until the project concludes.



e.

(1) TITLE AND LOCATION (City and State)

Memorial Regional Hospital Lift Station and Force Main
Oakland Park, Florida

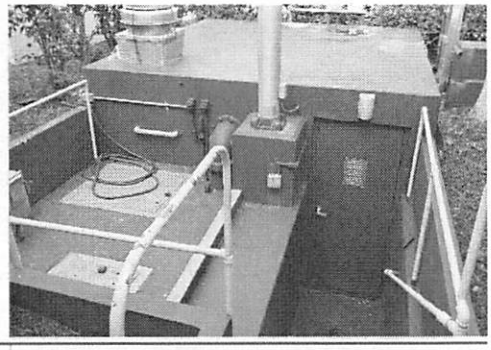
(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2021	

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Engineer for a large-scale lift station and force main replacement project on Memorial Regional Hospital's main campus. The project included a 10-foot diameter wet well triplex pump station, over 650 linear feet of 12-inch and 8-inch gravity sewer main, and over 3,000 linear feet of 4-inch to 20-inch diameter force main. The force main design consisting mostly of horizontal directional drilling. Project responsibilities included assisting with lift station design calculations, preparing a hydraulic model of the existing system and proposed improvements, and providing internal quality control review of design plans.



f.

(1) TITLE AND LOCATION (City and State)

Biscaya Island Subaqueous Water Main Crossing
Surfside, Florida

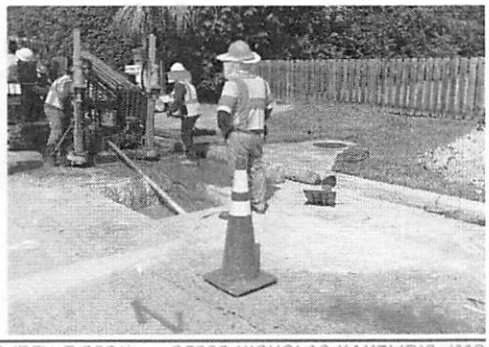
(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2021	2021

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

PM for a water main replacement project within a residential community. The Town was concerned with the shallow depth of the existing subaqueous water main causing navigability issues for deeper vessels within the canal. Therefore, the design included horizontal directional drilling approximately 600 linear feet of new 8-inch pipe to clear the canal bottom by at least 10 feet and then capping and abandoning the existing water main in place. Additionally, two new hydrants and reconnection of several water services were included. Project scope included design, permitting, cost estimating, preparing technical specifications, reviewing front-end documents for advertising, assistance during bidding, evaluating bidders, periodic construction inspections, approving shop drawings, reviewing RFI's, and final project certification to close out permits. CGA is currently under contract for bidding and construction services.



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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
EMELIZ TORRES, PE	**PROJECT MANAGER**	14	3+

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

M.S., Civil Engineering - Water Resources and Water Treatment
Polytechnic University of Puerto Rico

B.S., Civil Engineering
University of Puerto Rico, Mayaguez Campus

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

Professional Engineer Florida
No. 85897

Professional Engineer Texas
No. 126866

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

Ms. Torres has over 14 years of experience that includes project management of public and private engineering projects including water and wastewater planning and design, evaluation of water and wastewater treatment plants, distribution and collection systems, site development, design of wastewater pump station, preparation of design-build criteria package for wastewater plan and environmental site assessment. Responsibilities include site plan development, drainage studies, feasibility studies, water and wastewater facilities inspections, water and wastewater treatment plant and utilities assessment and design, preparation of bid packages including technical specifications, scheduling, construction cost estimates and engineering services during construction. As a Project Manager, her responsibilities include preparing request for qualifications, contract proposals, developing and managing project schedules, and manage subconsultants to achieve project expectations.



19. RELEVANT PROJECTS

a.

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

WTP 3, 9 and 11
Palm Beach County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2019 - Ongoing	2019 - Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Manager for the detailed design of the WTP 3, 9 and 11 Fluoride System Improvements project. The project consisted of a design build to replace the existing fluoride system to reduce potential risks of possible accidental spill events. The proposed improvements will require replacement of bulk storage tanks, day tanks and associated chemical piping and controls at each WTP. As the Project Manager, the main tasks are team management, plans and technical specifications review.
Firm Fees: $363,490.00 Construction Cost: $1,985,000.00

[X] Check if project performed with current firm



b.

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

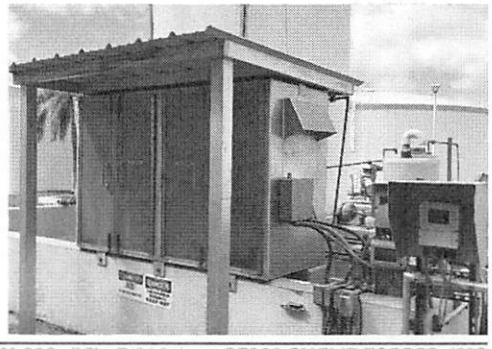
WTP 8 Fluoride System Improvements
Palm Beach County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2019 - 2021	2019 - 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Manager for the detailed design of the WTP 8 Fluoride System Improvements project. The project consisted of a design build to replace the existing fluoride system to reduce potential risks of possible accidental spill events. The proposed improvements will require replacement of bulk storage tanks, day tanks and associated chemical piping and controls. As the Project Manager, the main tasks are team management, plans and technical specifications review.
Firm Fees: $118,611.00 Construction Cost: $797,646.00

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)

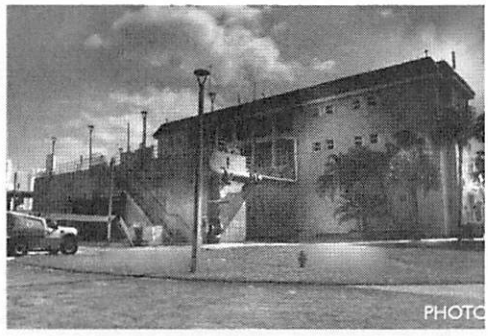
SRWRF Hurricane Hardening Evaluation
Fort Lauderdale, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019 - 2020
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for the evaluation of critical buildings at the Southern Region Water Reclamation Facility (SRWRF) to determine their compliance with the Florida Building Code (FBC). The evaluation consist of condition assessment of the exterior envelop of the buildings, perform nondestructive tests, identify and provide recommendations of the areas that require improvements with the applicable preliminary cost estimate. As the Project Manager, the main tasks are team management, quality control, preparation of technical memorandum and coordination of discussion meetings with the Client.
Firm Fees; $195,555.00 (Evaluation) Construction Cost: Not Applicable

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)

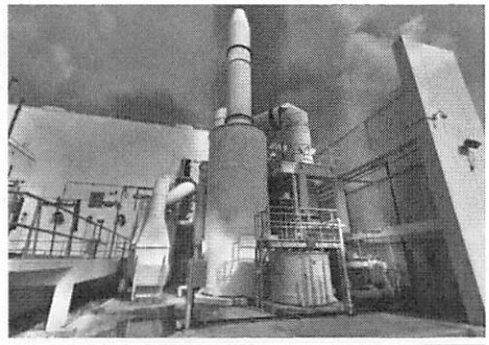
GTL WWTP Odor Control Evaluation
Oakland Park, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for the evaluation of the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP) odor control system at the Pretreatment Building and the Sludge Dewatering Facility to determine its current operation condition. The evaluation consists of structural and electrical physical assessment of the odor control system, perform field samples, conduct evaluation of sample result parameters, identify and provide recommendations of the areas that require improvements with the applicable preliminary cost estimate. As the Project Manager, the main tasks are team management, quality control, preparation of technical memorandum and coordination of discussion meetings with the Client.
Firms Fees: $138,153.00 Construction Cost: Not Applicable

[X] Check if project performed with current firm



e.

(1) TITLE AND LOCATION (City and State)

Pembroke Pines WTP Clearwell Piping Evaluation
Pembroke Pines, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for the evaluation of the proposed modifications to the Pembroke Pines Water Treatment Plant (WTP) clearwell influent chamber, addition of a CO2 injection system and pH skid, the effects of relocating the existing clearwell chemical injections points, relocation Ion Exchange (IX) system effluent water enters the clearwell, electrical and instrumentation necessary for CO2 system and structural components for pipe supports, clearwell influent chamber 24-inch core, CO2 injection system and pH skid concrete pad. The evaluation consists of civil, mechanical, electrical, instrumentation and structural components to provide recommendations of the require improvements with the applicable preliminary cost estimate. As the Project Manager, the main tasks are team management, quality control, preparation of technical memorandum and coordination of discussion meetings with the Client. Firm Fees: $24,966.00

[X] Check if project performed with current firm



f.

(1) TITLE AND LOCATION (City and State)

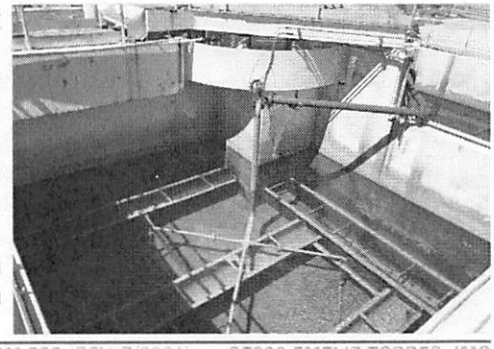
Pembroke Pines Water Treatment Plant (WTP) Miscellaneous Improvement
Pembroke Pines, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable): Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

PM & EOR for the detailed design of the City's WTP Misc. Impr Project. The project consisted of impr. to an existing PS that receives the brine waste of the IX System & sewage discharge of the main WTP Operations Blding usage; & addition of a new enhanced air scour system to improve the effectiveness & efficiency of the backwashing process for the existing sand filtration units. The PS improvements included removal & installation of new dual suction lift pump, replacement of suction, discharge pipe & emergency bypass system & new control system. The new air scour system included installation of the air scour system on each filter, blower, stainless steel pipe, instrumentation & control system for the proper operation of the new air scour system & blower. Managed the team, prepared set of plans, technical specs, engineer opinion of probable construction cost as part of the DCP & respond to addendum.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JAMES MESSICK, PE	**CIVIL ENGINEER**	17	8

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

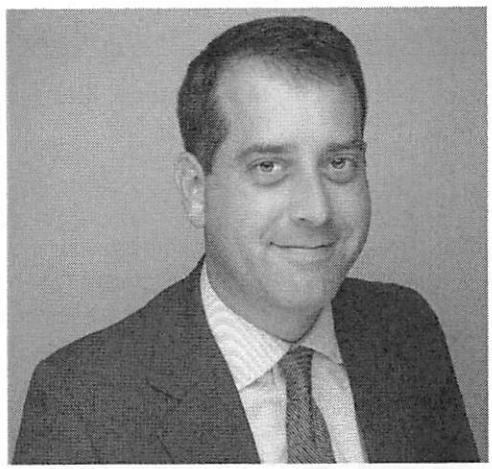
B.S., Civil Engineering
University of Dayton, Dayton, OH

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

Professional Engineer Florida
No. 70870

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

Mr. Messick's experience includes both the private and public sectors of civil engineering. Responsibilities include studies and design for large scale stormwater management systems, along with the permitting of stormwater management systems, and local roadway improvements sewage collection and transmission systems, water distribution systems, utilities for general site development for private/public engineering projects, design of septic/ lift stations to obtain permits from agencies such as Broward County EPGMD, Miami-Dade County WASD, FDEP, FDOH, and FDOT along with applicable South Florida counties, municipalities and local agencies, along with detailed experience with engineering services during construction.



19. RELEVANT PROJECTS

a.

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

Natalie's Cove Drainage Improvements
Cooper City, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2013 - 2018	2018 - 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

As Engineer of Record and Project Manager, Mr. Messick was in charge of complete drainage improvements to this local neighborhood in the City of Cooper City, Florida. After a basin wide drainage analysis, it was determined that significant improvements to level of service may be achieved by increasing conveyance pipe sizes from adjacent neighborhoods to existing stormwater management system. In addition to pipe upsizing, project includes increasing lake storage by the donation of wetland creation along eastern lake bank, roadway milling and resurfacing and ADA compliance for all surrounding pedestrian sidewalks. Permitting were completed to both South Florida Water Management District and Central Broward Water Control Districts for modifications to existing drainage permits, with a construction completion date of Spring 2020.

[X] Check if project performed with current firm



b.

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

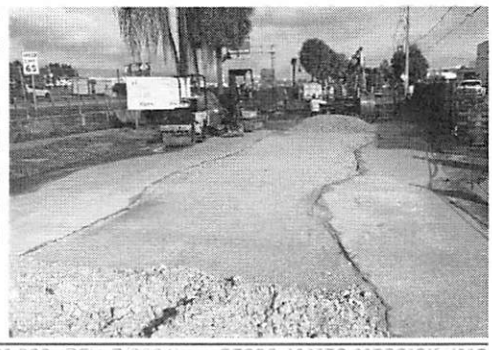
Raw Water Pipeline
Hallandale Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2020	Future

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer of Record for the raw water pipeline project located within the City of Hallandale Beach. Design included approximately 2,776 linear feet of 12" DIF raw water main, connection to existing raw water system, and the installation of a combination air release valve to alleviate compressed air or vacuum conditions within the City's raw water force main. The raw water upgrades include isolated ADA and sidewalk improvements and school crossing signage improvements to meet BCTED requirements. Geotechnical investigations concluded that a portion of the main construction will need to be remediated to prevent future settlement along the proposed pipeline. Project is currently slated for construction in Summer of 2020.

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

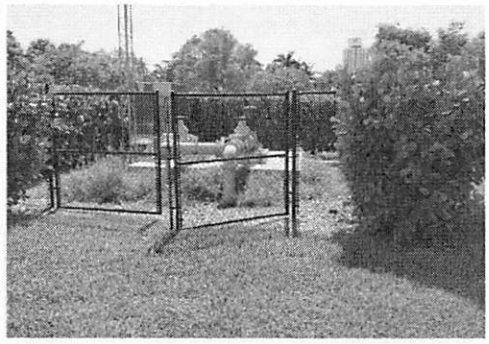
(1) TITLE AND LOCATION (City and State)
Three Island Reuse Water Pipeline
Hallandale Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020 - Ongoing
CONSTRUCTION (If applicable): Future

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Messick is the EOR for this project which includes improvements to the existing reuse pipeline and pump station improvements project in the City. The proposed pipeline will provide City of Hollywood reuse effluent stored in an existing underground tank, which is then pumped to the proposed landscaped median improvements within the Three Islands Blvd, Parkview Dr, and Leslie Dr Roadways. The project includes the construction of approximately 4,500 LF of new 8" reuse water main, one directionally drilling portion under existing canal crossing, connections to median landscape islands, replacement of two new pumps to meet the increased demand of irrigation. FDEP and the Broward County Environmental Resource Department permits will be obtained for these improvements. Bidding Services and Construction Administration Services are also being provided by CGA. Project is currently slated for construction in fall of 2020.



d.

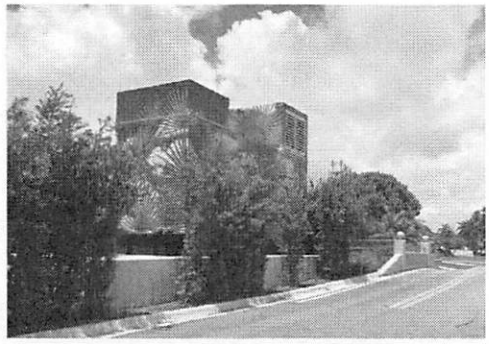
(1) TITLE AND LOCATION (City and State)
Hallandale Beach SW Quadrant Drainage Improvements
Hallandale Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016 - 2018
CONSTRUCTION (If applicable): 2018 - 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

EOR for this project which includes major enhancements to the existing drainage system within the City's SW Quadrant to reduce the flooding during large storm events by isolating the system from tidal influence & pumping the stormwater into proposed injection wells. The project includes the construction of a new pumping station with 2-350 HP pumps & an automated trash rack, storm water force mains, 17 injection wells, a control structure consisting of 4 flap gates & one sluice gate, an 800 kW generator, an intelligent controls & monitoring system & landscaping enhancements in areas affected by construction. The new wells will be pressurized with 15 ft of head in order to produce the necessary discharge into the G3 aquifer. FDEP, ACOE, & the Broward County Envir. Resource Department have permitted the project. Bidding & CA Services are being provided by CGA. This project is funded by FEMA HMGP grant funds.



e.

(1) TITLE AND LOCATION (City and State)
Sunflower Townhomes Water Main Improvements
Boca Raton, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015 - 2017
CONSTRUCTION (If applicable): 2017 - 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Messick served as the Engineer of Record for the City of Boca Raton Sunflower Townhome Water Main Improvements project. His oversight of design for the small diameter water main replacement project played an important role, as the use of trenchless technologies will allow the contractor to navigate around heritage landscape trees, while not impacting existing parking lot areas. With the use of HDPE and directional drilling, the replacement of approximately 4,500 linear feet of 2" and 4" water mains will be possible within existing utility easements. As this design criteria was established by the City of Boca Raton, Mr. Messick's insight into this construction practice helped streamline permitting activities to the Palm Beach County Health Department, and construction was completed in 2018.



f.

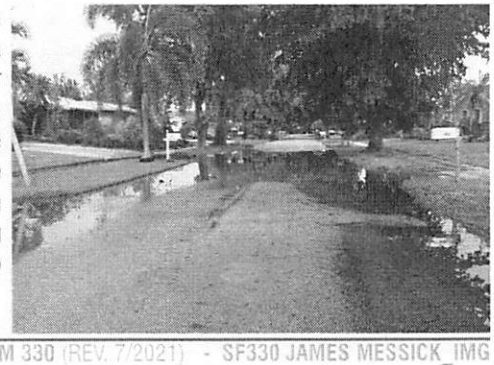
(1) TITLE AND LOCATION (City and State)
Basin 5 Stormwater Master Plan, Phase II
Dania Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2009 - 2015
CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project manager for initial design and permitting for the improvements contained in the recommendation of the Storm Water Master Plan of Basin 5, Phase II in the Dania Beach, Florida. Project consists of three duplex pump stations, more than 20,000 linear feet of high capacity storm sewer improvements to improve storm water conveyance, increase of discharge outfall structure efficiency and exfiltration trenches to improve area water quality. Mr. Messick leads to redesign of this project to provide a bio-swale located on county maintained tidal intercostal West Lake Park, and will reduce storm stages with the construction of the three duplex pumps. Phase II includes verifying existing utilities are not in conflict and providing upgrades to several intersections to meet ADA criteria.



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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
DIANA (RIVAS) WHITE, PE	**TRAFFIC OPS. ENG/SIGNAL DESIGNER**	15	8

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

B.S. in Civil Engineering
Florida Atlantic University, Boca Raton, FL

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

Professional Engineer Florida
No. 74568

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

Ms. White has numerous years of experience in Florida as a traffic engineer. Her experience includes analysis and design in traffic signals, traffic operations, Intelligent Transportation Systems, and development of traffic studies. She is knowledgeable of MUTCD, FDOT design standards and specifications, FDOT Design Manual, Highway Capacity Manual, ITE's Traffic Engineering Handbook. She has worked on transportation projects and traffic studies for FDOT Districts 2 and 4, Palm Beach, Broward, Miami-Dade, St. Lucie, Duval, St. Johns, and Alachua Counties as well as various South Florida municipalities.



19. RELEVANT PROJECTS

a.

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

City Traffic Engineering Services
Pembroke Pines, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2013	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Traffic Engineer on this Continuing Services Contract for traffic engineering task work orders. Provided a variety of traffic and transportation engineering services including intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, public school traffic operational analysis, city-wide traffic modeling, city-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, responded to citizen inquiries and coordinated the interests of the City with Broward County Traffic Engineering Division, FDOT District IV and other key stakeholder government agencies.

[X] Check if project performed with current firm



b.

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

Broward County Mast Arm Conversion Project Group Phase I & II
Broward County, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2013	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Manager and Engineer of Record for the Design Build professional services associated with the conversion of span-wire supported traffic signal at 35 intersections all over Broward County. This project is currently under the construction stages. CGA along with Horsepower Electric is providing engineering and design services, plans preparation, field survey, utility coordination, permitting, public involvement, coordination with adjoining projects, minor roadway reconstruction and paving, signing and pavement marking, ADA compliant sidewalk reconstruction, traffic signal construction, installation of underground conduit and interconnect cable, installation of monitoring devices (video detection), installation of vehicle pre-emption systems, as built record plans, and warranty necessary to provide the traffic signalization improvements in accordance with Broward County and FDOT specifications. CGA's fees: $2,025,000.

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)

Town Traffic Engineer Services

Surfside, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2013	Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Traffic Engineer on this Continuing Services Contract for traffic engineering task work orders. Provided comprehensive traffic engineering services including intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, public school traffic operational analysis, Town-wide traffic modeling, Town-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, reviewed site plan applications with respect to traffic engineering impacts, responded to citizen inquiries and coordinated the interests of the Town with Miami-Dade County Public Works Department Traffic Engineering Division, FDOT District VI and other key stakeholder government agencies.

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)

City of Key West ULDR Update and Complete Streets Manual

Key West, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2015	N/A

(2) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Traffic Engineer for complete rewrite of the City's Land Development Regulations. The key areas of focus for the project included the incorporation of new standards, programs, and processes related to Complete Streets, Parking, Transportation Demand Management, Affordable Workforce Housing, Signage, Landscape, Urban Design, Green Building and Adaptation Planning and Disaster Planning. CGA's fees: $143,700.

[X] Check if project performed with current firm



e.

(1) TITLE AND LOCATION (City and State)

Nova Drive Roadway Improvements/Roundabout - Traffic Analysis Study

Davie, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Ms. Rivas prepared a traffic feasibility study for the proposed roundabout at the intersection of Nova Drive and SW 73 Way. The purpose of the study was to evaluate the safety benefits and traffic operational improvements of reconfiguring the intersection from a two-way-stop-controlled intersection to a single-lane roundabout. The operational analysis included data collection, speed data analyses, gap analyses, and crash review. Ms. Rivas was also the signalization engineer of record of the conversion of the span-wire supported traffic signal to mast arm supported traffic signal at the intersection of Nova Drive and College Avenue; part of this corridor project.

[X] Check if project performed with current firm



f.

(1) TITLE AND LOCATION (City and State)

Downtown Boca Raton Traffic Study

Boca Raton, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2016	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Ms. Rivas prepared traffic study for the traffic analysis of the intersection of Palmetto Park Road and NE/SE 5th Avenue which examined the safety and the traffic operations of the intersection of Palmetto Park Road and NE/SE 5th Avenue and seven other surrounding intersections and enumerated at least three viable improvement concept plans. Consultant utilized Signal Four Analytics to complete comprehensive safety review of the intersection of Palmetto Park Road and NE/SE 5th Avenue. The alternative analysis included quantitative and qualitative elements such as Safety, Context Sensitivity, Capacity, Benefit Cost and Fatal Flaw analysis as well as the evaluation of bridge preemption and signal coordination with the subject intersection. The traffic study also evaluated neighborhood cut through traffic and possible traffic calming improvements that would mitigate the traffic intrusion.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
KEISHA WESTBROOK, PE	**CIVIL ENGINEER**	25	< 1

15. FIRM NAME AND LOCATION (City and State)

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)

Bachelor of Science Civil Engineering
Michigan State University, East Lansing, MI

Associates of Science
Grand Rapids Community College, Grand Rapids, MI

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Professional Engineer Florida
No. 65023

Professional Affiliation
ASCE; FES; NCEES

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

Ms. Westbrook has over 25 years of experience in design, permitting and project management on a multitude of private and public sector projects since her graduation from Michigan State University in 1996. Ms. Westbrook is a licensed Professional Engineer in the State of Florida. She has held active licenses in Michigan, Illinois, Indiana, Wisconsin, New York, Massachusetts, and Texas. She is a record holder with the National Council of Engineering Examiners for Engineering and Surveying. During Ms. Westbrook's career, she has received LEED training, was a Certified Stormwater Operator in the State of Michigan and has received extensive training in soil erosion and sedimentation control and fluvial geomorphology. Ms. Westbrook has a wide variety of project experience including design, permitting and project management of both private and public sector jobs. These projects involved surface water management facilities, large watershed studies, potable water distribution, sewage collection and transmission systems, lift stations, wastewater treatment plant upgrades, private septic systems, and public and private roadway design and rehabilitation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)

Canal Crossing and Pump Station Replacement
Naples, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2016 - 2017	

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project manager responsible for design, permitting, and construction services for repurposing an existing pump station and conveying the flows across the Lely Main Drainage Canal to an existing pump station. The project included 307 LF of 8" gravity sewer, three (3) manholes, abandonment 800 LF of 8" force main and 100 LF of 8" gravity sewer. The team generated the construction plans, opinion of probable construction cost, construction documents, and obtained permits. During the construction phase the team was responsible for reviewing contractor pay applications, conducting engineering inspections, responding to RFI's from the County and Contractor, and final permit certification.

b.

(1) TITLE AND LOCATION (City and State)

Thomasson Drive Streetscape Project
Naples, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2014 - 2021	

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Leading a team to perform comprehensive engineering design of approximately 1.6 miles of Thomasson Drive and Hamilton Avenue from Orchard Lane to Bay Street. The design was to include shared use pathways on both sides of the street, medians and traffic separators, public art installations and improved bicycle lanes. Later in the design process it was decided that a roundabout would be incorporated at the intersection of Thomasson and Bayshore for traffic calming and beautification. The design was also completed to fall under an ERP exemption with the South Florida Water Management District which would save permitting duration and reduce the project budget by 33%. During the construction phase the team was responsible for reviewing contractor pay applications, conducting engineering inspections, responding to RFI's from the County and Contractor, and final permit certification.

c.

(1) TITLE AND LOCATION (City and State)

Pine Ridge Estates Watershed Study
Naples, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2020	

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for a large-scale Hydrology and Hydraulic analysis for Pine Ridge Estates to analyze the current conditions for flood-prone areas and propose improvements that would help to minimize flooding in the area. This study and the resulting proposed flows into the adjacent canal were then used to size a culvert under a major collector being widened and a regional control structure downstream of the connection point. The approach utilized EPA-SWMMM along with ArcGIS to complete a full report and base model which will be added to the County's overall model for submittal to FEMA.

19. RELEVANT PROJECTS (CONT.)

d.

(1) TITLE AND LOCATION (City and State)
Golden Gate City Stormwater Drainage Improvement Project
Golden Gate City, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2014 - 2021
CONSTRUCTION (If applicable):

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

Leading the design team to perform comprehensive engineering analysis of the County-owned stormwater system within the specified quadrant boundaries of Golden Gate City to establish the basis of design for system renovations. Upon completion of the comprehensive engineering designs, in charge of performing selective equivalent capacity analyses and construction-related support services.

e.

(1) TITLE AND LOCATION (City and State)
Golden Gate City Water Treatment Plant
Naples, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018 - 2019
CONSTRUCTION (If applicable):

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

Project Manager and engineer responsible for permitting and construction services for decommissioning the water main connection from the Golden Gate City WTP. This project included a reverse connection and loop system to the Collier County WTP. It also required a directional drill under an active golf course.

f.

(1) TITLE AND LOCATION (City and State)
Hamilton Avenue and Danford Street Water Main Replacement
Naples, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2020 - 2021
CONSTRUCTION (If applicable):

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

Project Manager responsible for design, permitting, and construction services for the abandonment of approximately 2,500 LF of 12" and 6" asbestos cement pipe prior for the City of Naples prior to roadway improvements to be completed by Collier County. The project focus was installation of new watermain and the connection of water services and fire suppression systems to the new PVC water main. This project was split into two phases and the Hamilton portion is scheduled to go to construction in January of 2022 and the Danford portion will be completed under an interlocal agreement with the County in January of 2023.

g.

(1) TITLE AND LOCATION (City and State)
Saturnia Lakes Watermain Looping
Naples, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018 - 2019
CONSTRUCTION (If applicable):

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

Engineer and Project Manager responsible for the design, construction plans and permitting for a watermain loop from Saturnia Lakes to Island Walk developments along Logan Boulevard to improve system performance in that area. The project included 550 L.F. of open cut water main and an HDPE directional drill to avoid disturbance of an existing landscape buffer and wall.

h.

(1) TITLE AND LOCATION (City and State)
Gulf Shore Drive South Water Main
Naples, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2017 - 2018
CONSTRUCTION (If applicable):

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

Project Manager responsible for design, permitting, and construction services for the abandonment of approximately 4,500 LF of 8" asbestos cement pipe within a section of Gulf Shore Drive and Vanderbilt Beach Rd. The project focus was installation of new watermain and the connection of eleven long side and four short side fire and water services and fire suppression system connections to the new PVC water main. During the construction phase responsible for leading construction progress meetings, reviewing contractor pay applications, conducting engineering inspections, and responding to RFI's from the County and Contractor.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JORGE R. CERVANTES, PE	**ELECTRICAL ENGINEER**	34	4

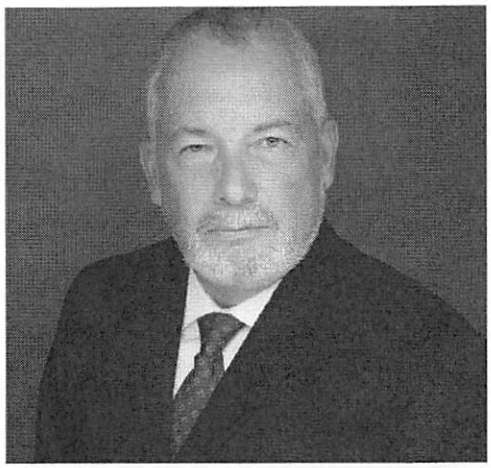
15. FIRM NAME AND LOCATION *(City and State)*

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Electrical Engineering University of Oklahoma, Norman, OK	**Professional Engineer Florida** No. 45832 (1992)

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

Mr. Cervantes has 34 years of experience in designing lighting and power systems for roadways, parks, manufacturing, commercial, residential and educational buildings, engineering project fee estimates, lighting consultant expert witness. His experience includes lighting verification and/or recertification of roadway, recreational parks, parking structures and outdoor parking areas. He is an expertise in AutoCAD.



19. RELEVANT PROJECTS

a.

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

Memorial Regional Hospital Force Main and Lift Station Upgrades
Hollywood, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2021	2021 - Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Electrical design coordination and design of the proposed sewage pump station. Coordination with local utility companies. Construction administration management.

[X] Check if project performed with current firm



b.

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

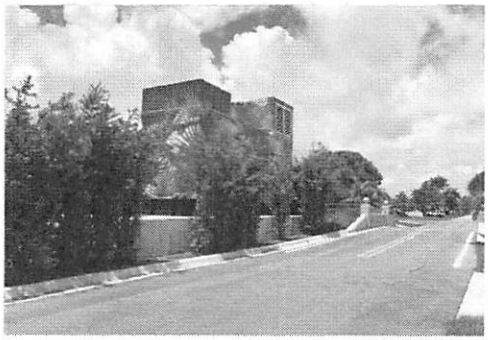
Hallandale Beach SW Quadrant Drainage
Hallandale, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	2018 - 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Electrical design coordination, design and review of the pump station building and control station gate, generator sizing coordination and controls. Coordination with local utility companies. Construction administration management.

[X] Check if project performed with current firm



STANDARD FORM 330 (REV. 7 2021) - SF330 JORGE CERVANTES_IMG

19. RELEVANT PROJECTS (CONT.)

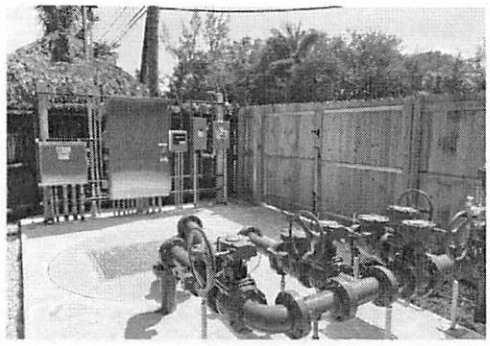
c.

(1) TITLE AND LOCATION (City and State)
Lift Station #18
Davie, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable): 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Electrical design coordination and design of the proposed sewage pump station. Coordination with local utility companies. Construction administration management.

[X] Check if project performed with current firm



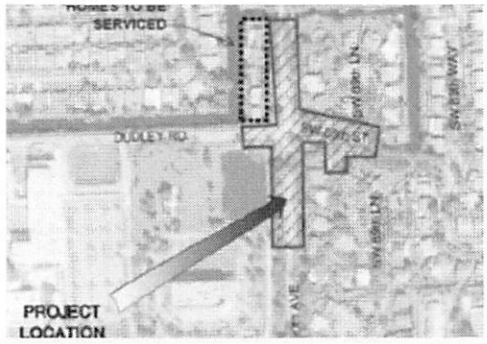
d.

(1) TITLE AND LOCATION (City and State)
90th Avenue Sanitary Sewer Improvements
Cooper City, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Electrical design coordination and design of the proposed sewage pump station. Coordination with local utility companies. Construction administration management.

[X] Check if project performed with current firm



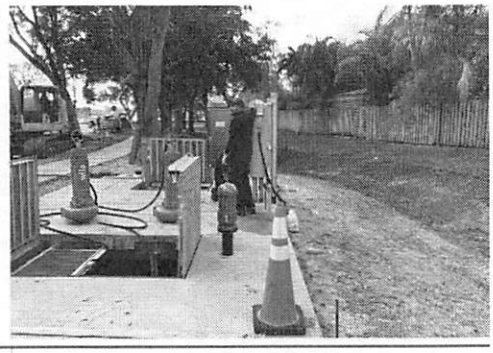
e.

(1) TITLE AND LOCATION (City and State)
Lift Station No. 21 Replacement
Cooper City, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Prepare sanitary lift pump station rehab criteria documents for Cooper City, rehab criteria documents include drawings and specifications to meet client expectations. Coordination of the electrical equipment with manufacturers. Coordination of control systems for the pump stations usage. Review contractor's field installed equipment for compliance with construction documents. Review contractor's pay request on behave of the client. Prepare field observed construction status reports and provide feedback comments on any observed deficiencies. Involve in the electrical engineering quality design for water and sanitary lift pump stations.

[X] Check if project performed with current firm



f.

(1) TITLE AND LOCATION (City and State)
SW 2nd Avenue - Fort Lauderdale DDA
Fort Lauderdale, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION (If applicable): 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
This road is classified as a local road. This road contains sidewalks and paved road. Design and coordination of the street lighting levels (average maintain horizontal illuminance, illuminance uniformity ratio and veiling luminance ratio) as per FDOT Greenbook 2016 edition requirements. Utilizing DDA standard fixtures, poles and proper spacing, the FDOT Greenbook requirements were met. Careful consideration was given to existing vegetation during design. Voltage drop calculations from point of source to each lighting pole on the circuit.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
MICHAEL D. CONNER, ASLA, PLA, ISA	**LANDSCAPE ARCHITECT/ARBORIST**	30+	15+

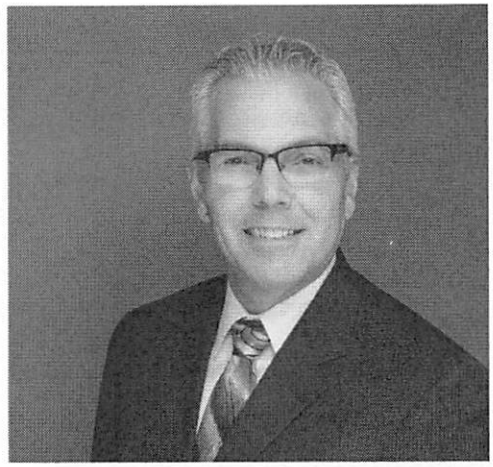
15. FIRM NAME AND LOCATION *(City and State)*

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Landscape Architecture Ball State University, Muncie, IN	**Registered Landscape Architect Florida** No. LA0001181
B.S., Environmental Design Ball State University, Muncie, IN	**ISA Certified Arborist, Florida** No. FL0777

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

Professional Associations: American Society of Landscape Architects Chairperson 1990 Broward Section; Florida Urban Forestry Council President 1999; Landscape Inspectors Society of Florida; International Society of Arboriculture.



19. RELEVANT PROJECTS

a.

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

Miami Beach Urban Forestry Master Plan
Miami Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Lead Arborist – Developed an Urban Forestry Master Plan with the Davey Resource Group. Coordinated with City staff and residents to draft a plan that will be essential in managing the City's trees in the future, and will establish canopy coverage goals and recommendations for a more sustainable urban forest.

[X] Check if project performed with current firm



b.

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

Natalie's Cove/Flamingo Gardens - Drainage Improvements
Cooper City, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018 - 2019	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Landscape Architect: Team member responsible for inventorying all the existing trees within the project limits and preparing root management plans, construction drawings, and bid specifications for the preservation of those trees. This included overseeing all root pruning and tree canopy pruning activities before and during construction. The design also included the installation of new littoral shelf plantings around the portions of the lake that were excavated to increase the drainage capacity for the surrounding neighborhoods.

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)
Lift Station #21 - Reconstruction
Cooper City, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016 - 2018
CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Landscape Architect: Prepared design renderings, construction drawings, and bid specifications for the landscape and irrigation improvements for the relocation and reconstruction of an existing lift station in the Rock Creek community of Cooper City. This included assessing the existing trees, providing a tree preservation plan, and then working with the existing trees and landscaping to prepare a new planting design that would effectively screen the new lift station and blend it into the look and aesthetic of the community.

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)
John U. Lloyd State Park - Boardwalk Replacement
Florida Department of Environmental Protection (FDEP)

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015
CONSTRUCTION (If applicable): 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Lead Designer - Responsible for the design and detailing for the construction of three new boardwalk replacements at various beach access locations within the Park. Coordinated with the Environmental Specialist on the Environmental Permitting for the oceanfront beach park in Hollywood, Florida, and the civil and structural engineers on the design and specifications for the boardwalks. This included utilizing the existing piles and coordinating the replacement of the wood deck with the recycled decking material and vinyl wire mesh on the sides per the FDEP standards.

[X] Check if project performed with current firm



e.

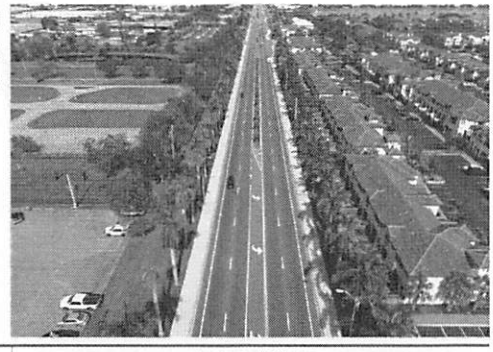
(1) TITLE AND LOCATION (City and State)
Davie Road Phase I and II
Davie, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016
CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Lead Designer - Prepared landscape and irrigation design for the new medians as part of a road widening and complete streets project for Davie Road from Nova Drive to I-595. This included coordinating the relocation of several large Royal Palms from the roadway to a few nearby parks in the Town of Davie.

[X] Check if project performed with current firm



f.

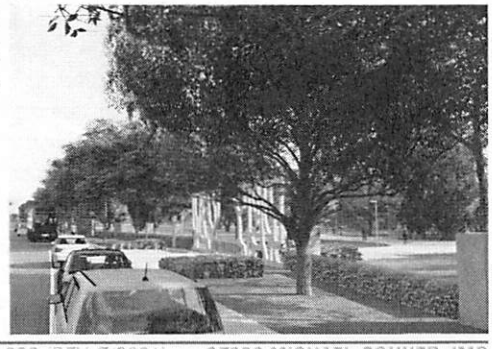
(1) TITLE AND LOCATION (City and State)
North Beach Oceanside Park
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION (If applicable): 2020 (Estimated)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Lead Arborist – Responsible for conducting health and conditions evaluations of all impacted trees and developing Arborist Reports for each. Built upon existing knowledge of the City of Miami Beach unique soil conditions and based evaluations on City's goals to preserve and increase tree canopy over palm canopy.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
GIANNO FEOLI	**CLIENT LIAISON/VISION LEAD**	25	19

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

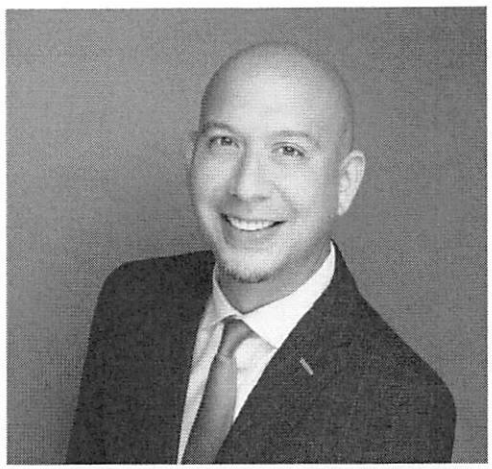
Master of Landscape Architecture
Florida International University, Miami, FL

B.A. in Architectural Studies
Florida International University, Miami, FL

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

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

Mr. Feoli leads the Landscape Department in creative design strategies for urban environments with specialties including urban design, contextual analysis and branding. He will contribute his experience in providing detailed site design, large-scale redevelopment planning, and graphic communication services. His experience has encompassed a wide array of project-types, and his strengths lie in park design, streetscapes and urban redevelopment, and form-based urban designs and planning strategies.



19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Middle Beach Recreational Corridor - Phase II
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2011
CONSTRUCTION (If applicable): 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Account Manager/Lead Designer: Responsible for coordinating all design, engineering and environmental efforts associated this 2-mile long linear multi-use trail project on State-owned lands, as well as responsible for all planting and hardscape design and public outreach. Conducted one-on-one meetings with over 39 condominium properties to gather support for the project, responded to residents' concerns, and addressed design restrictions set forth in the Florida Administrative Code and balanced those against resident's expectations. Responsible for coordinating with FDEP, FWC, and City of Miami Beach Departments in obtaining all necessary permits.

[X] Check if project performed with current firm



b.

(1) TITLE AND LOCATION *(City and State)*
North Beach Oceanside Park and Beachwalk
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015
CONSTRUCTION (If applicable): 2020 (Estimated)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Account Manager/Lead Designer: Responsible for implementing the vision for the park that was collaboratively arrived at in a partnership with West 8. Responsible for the coordination of all City-departments' request and working closely with CIP staff in the separate development and permitting of the beachwalk component. Responsible for successfully obtaining a CCCL permit for both the park and the beachwalk separately through FDEP and FWC; was capable of getting all above-ground pedestrian pole lights approved by FWC.

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)
Middle Beach Recreational Corridor - Phase III
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015 | CONSTRUCTION (If applicable): Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Account Manager/Lead Designer: Responsible for coordinating all design, engineering and environmental efforts associated the replacement of the existing wooden boardwalk with an on-grade, paver pathway, as well as responsible for all planting and hardscape design. Additionally, the project included the redesign of 11 street ends to provide ADA accessibility, seating areas and beach shower facilities. Participated in one-on-one meetings with all properties prior to construction, responded to residents' concerns, and addressed design restrictions set forth in the Florida Administrative Code and balanced those against resident's expectations. Responsible for coordinating with FDEP, FWC, and City of Miami Beach Departments in obtaining all necessary permits; was capable of getting all above-ground pedestrian pole lights approved by FWC.

[X] Check if project performed with current firm



d.

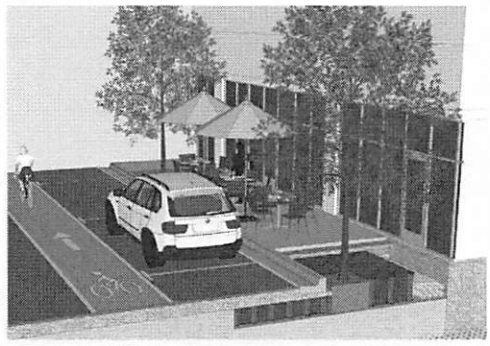
(1) TITLE AND LOCATION (City and State)
Urban Forestry Master Plan
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Account Manager/Lead Urbanist: Responsible for the development of a city-wide strategy to implement constructability components of the urban forestry master plan through the development of a 'tool kit'. The 'tool kit' satisfied the Planning Department's needs to establish a city-wide hierarchy for street tree types, establishes standards for incorporating green infrastructure in the planting of city trees, establishes standards for soil volume calculations and stresses the need to have those accounted for during the scoping and budgeting processes, provided for appropriateness of canopy specie selection for good resilient diversity, and provided constructatbility details to be incorporated into the Public Work's set of standards. Also responsible for the planning, coordination and moderating several public outreach meetings.

[X] Check if project performed with current firm



e.

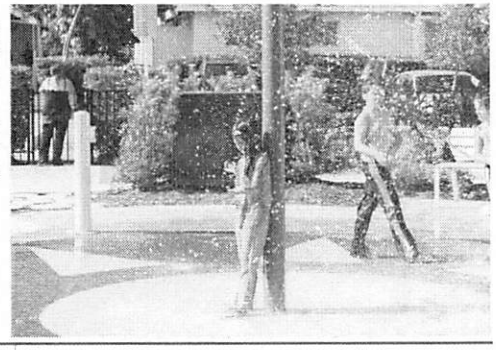
(1) TITLE AND LOCATION (City and State)
98th Street Park
Bay Harbor Islands, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2013 | CONSTRUCTION (If applicable): 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager/Lead Designer: Responsible for all public outreach, site design, construction detailing, and planting design of a neighborhood passive park. The park includes a small dog park area, flexible open space, children's play areas, an interactive water feature and a restroom facility. Designed the splash pad, play areas, and landscaping. Coordinated the design of the restroom facility and facilitated all necessary public outreach through both the Parks and Recreation Committee and the Town Council.

[X] Check if project performed with current firm



f.

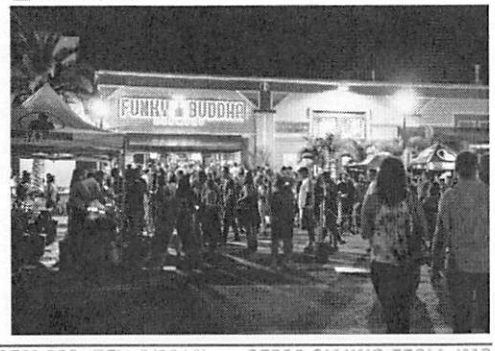
(1) TITLE AND LOCATION (City and State)
Oakland Park Station
Oakland Park, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2012 | CONSTRUCTION (If applicable): 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager/Lead Designer: Responsible for all conceptual design, site, design and construction detailing of a public plaza at the terminus of the City's culinary district. The design effectively created flexible public environment that could be used as event spaces and could accommodate the needs of the City in continuing its adopted branding through the use of elements, furnishings, paver palettes and landscape lighting. The project's challenging shallow dimensions required innovative solutions to address ADA access to adjacent buildings while maximizing opportunities for the use of space, addressed through the creation of large stage settings that served as landings and allowed for public engagement and interaction.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JAMES HART, PE	**CHEMICAL ENGINEER**	34	12

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

B.S., Chemical Engineering, (Mathematics Minor), 1985
Cleveland State University, Cleveland, OH

B.S., Business Administration & Marketing
Bowling Green University, Bowling Green, OH

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

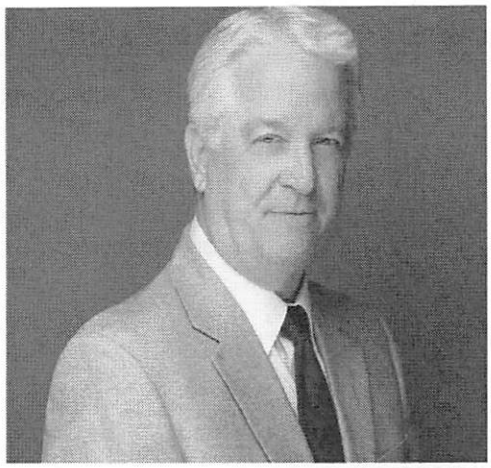
Professional Engineer Florida
No. 72304

Qualified Stormwater Management Inspector
No. 8491

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

Mr. Hart is a Professional Engineer with significant experience in all major phases of equipment and system design for a wide array of process industries. Experienced in scrubbing technology (HC HCl, H2S, NOx, ethanol, ethylene oxide, emergency chlorine, odor control, steel pickling lines) and anaerobic digesters, filtration and evaporation. Experienced in water pollution remediation, ozone application, UV sterilization and thermo oxidation. Demonstrated ability to organize work and manage major projects to meet cost and schedule deadlines. Possesses a unique blend of engineering, CADD and computer programming knowledge and experience.

Prior Experience - Prior to joining the firm, worked for 20+ years in various private sector companies, primarily in the areas of instrumentation, process design, scrubber design, water treatment systems (including filtration, thermal oxidation, ozonation and UV disinfection). He also worked for a major producer of concrete admixtures, in their research facility.



19. RELEVANT PROJECTS

a.

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

Memorial Regional Hospital Force Main and Lift Station Upgrades
Hollywood, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Mr. Hart designed the new force main to be installed by horizontal directional drilling to limit restoration requirements and disruption to local traffic and adjacent residential neighborhoods. The trenchless force main installation along with anticipated expedited shop drawing reviews of long lead items should allow the project to finish concurrently with the Joe DiMaggio Children's Hospital Vertical Expansion project and on schedule.

[X] Check if project performed with current firm



b.

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

NE Quad Drainage Improvement
Hallandale Beach, Florida

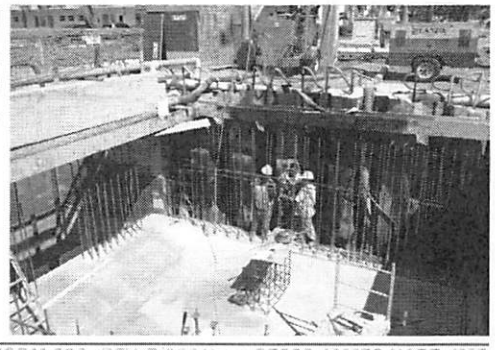
(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Project Engineer. Designed stormwater PLC-based control system for 96,000 GPM stormwater injection well disposal system. System consisted of two (2) pump stations, feeding 16 drainage wells. Data is coordinated with SFWMD, and will become the prototype for future drainage projects. SCADA connectivity and historian, data analysis. Total Project Cost: $484,000.00

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.

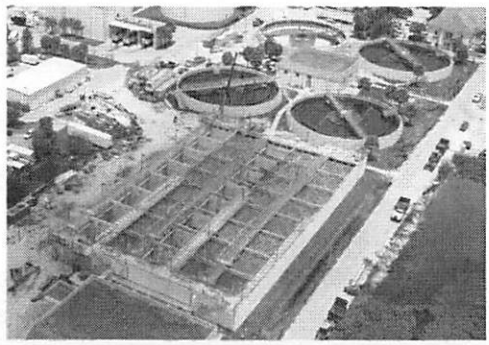
(1) TITLE AND LOCATION (City and State)
Water Reclamation Facility Expansion
Miramar, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 04/2018-Ongoing
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Assisted on all phases of $14,200,000.00 Design/Build project for two (2) MGD expansion (10.1 to 12.6 MGD) to existing facilities, including aeration, instrumentation, chlorination, and detail design. Tasks included specification writing, process review, site inspections and coordination between contractor and client for the addition of a 5th concrete Aeration Basin (approx. 250' x 28') containing eight cells, a fourth 100 ft diameter Secondary Clarifier, a third 8,000 gpm Injection Well Pump with appurtenances, RAS pumping system piping modifications, upsizing of two 200 HP Aeration Blowers to 500 HP each, the addition of a 5th 500 HP Aeration Blower, and conversion of four existing Aeration cells and one new Basin cell to Anoxic operation. Additional improvements include replacement/modernization of the existing Plant-Wide SCADA system. Modeled entire expansion in 3D that proved invaluable during construction. Project Cost: $14.2M

[X] Check if project performed with current firm



d.

(1) TITLE AND LOCATION (City and State)
Degasifier Addition and Odor Scrubber Replacement
West Palm Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2013
CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Engineer. Design/Build project to add one degasifier and blower, and replace an existing odor scrubber with a larger capacity scrubber. Replaced all piping and modified inter-connecting ductwork. Analyzed using existing scrubber, or replace with another, larger unit.

[X] Check if project performed with current firm



e.

(1) TITLE AND LOCATION (City and State)
Ray Bullard WRF Reuse Filter #3
West Melbourne, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project added a third filter, a rotating disk type that will allow one existing filter to be decommissioned. The filter controls were added into the existing SCADA system. As part of the SCADA system improvements, additional radio communications was added for future flexibility. Controls (pH, chlorine, and turbidity) were also added into the existing SCADA network.

[X] Check if project performed with current firm



f.

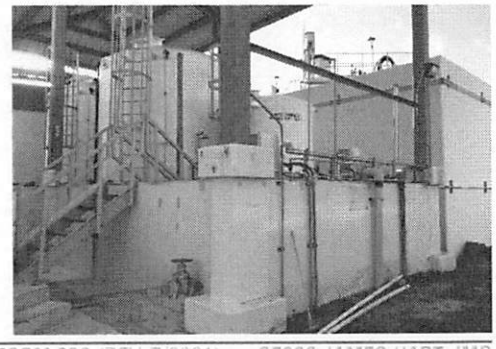
(1) TITLE AND LOCATION (City and State)
Carbonic Acid System for pH Reduction
Pembroke Pines, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2013
CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Design CO2 pH reduction system for existing 12 MGD facility.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
STEVEN M. WATTS, PSM	**SURVEY AND MAPPING**	37	8

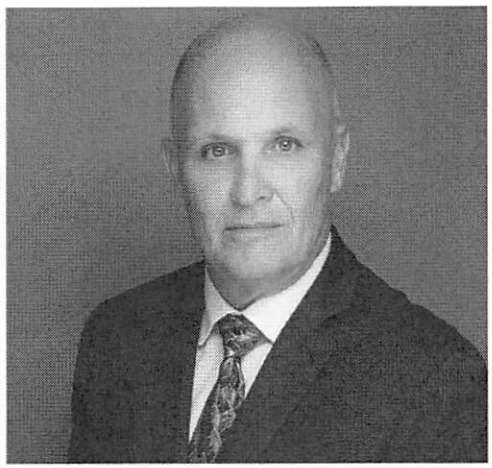
15. FIRM NAME AND LOCATION *(City and State)*

Calvin, Giordano & Associates, Inc.
Purdue University, West Lafayette, IN

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BSLS, 1984, Lambda Sigman: Land Surveying Honorary Florida International University, Miami, FL	**Florida PSM** No. 4588

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

Mr. Watts has over 37 years of experience, 33 years as a licensed Florida Professional Surveyor & Mapper. Having spent his entire surveying career working in South Florida, he is extremely knowledgeable of the rules, requirements and specifications for completing surveying and mapping projects in the tri-county area. He specializes in architectural and engineering design type surveys, land acquisition, easements, title research, and computer mapping.



19. RELEVANT PROJECTS

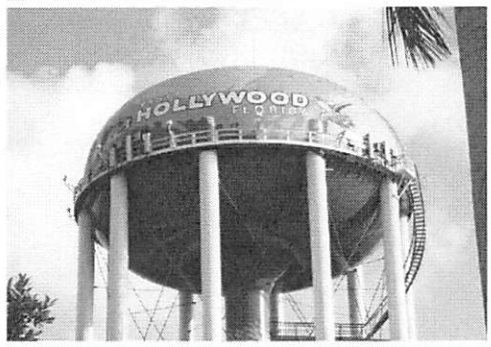
a.

(1) TITLE AND LOCATION *(City and State)*
General Surveying & Mapping Services for Memorial Healthcare System
Hollywood, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION (If applicable):

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
FEMA Flood Elevation Certificates for Buildings. Boundary and Topographic Surveys, As-Built Surveys, Legal Descriptions, City Limit Determinations and General Surveying Services for Memorial Healthcare System.



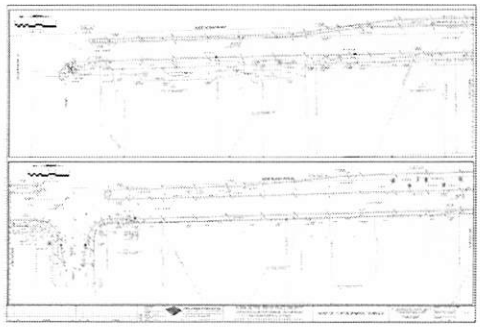
b.

(1) TITLE AND LOCATION *(City and State)*
General Surveying & Mapping Services
North Lauderdale, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION (If applicable):

[X] Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Boundary and Topographic Surveys, As-Built Surveys, Legal Descriptions, City Limit Determinations and General Surveying Services for the City of North Lauderdale. Additional responsibilities include project surveyor for the topographic survey of the municipal complex, GIS, water control district and utility mapping, Hampton Pines Park and Silver Lakes Middle School ball field renovation.



STANDARD FORM 330 (REV. 7/2021) - SF330 STEVE WATTS_IMG

19. RELEVANT PROJECTS (CONT.)

c.

(1) TITLE AND LOCATION (City and State)
General Surveying & Mapping Services
Pembroke Pines, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Boundary and Topographic Surveys, As-Built Surveys, Legal Descriptions, City Limit Determinations and General Surveying Services for the City of Pembroke Pines. Additional responsibilities include project surveyor for the topographic survey of a portion of the Pines Health Park, the Johnson Street Water Treatment Plant and the FPL Easement Parking Lot at City Centre.

[X] Check if project performed with current firm



d.

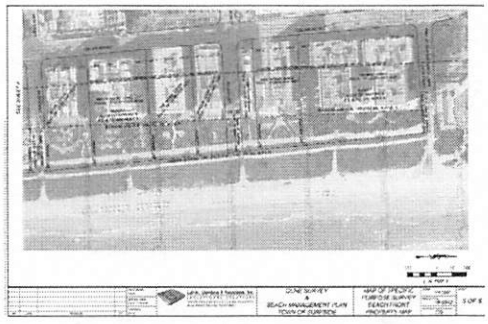
(1) TITLE AND LOCATION (City and State)
General Surveying & Mapping Services
Surfside, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2010 - Ongoing
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Site Plan and Development Review Committee regarding survey matters; Engineering Design Surveys for parks and underground utility projects, Town parking lot parcels and municipal properties, sketch and legal descriptions for beach hardpack easements and FEMA Elevation Certificates.

[X] Check if project performed with current firm



e.

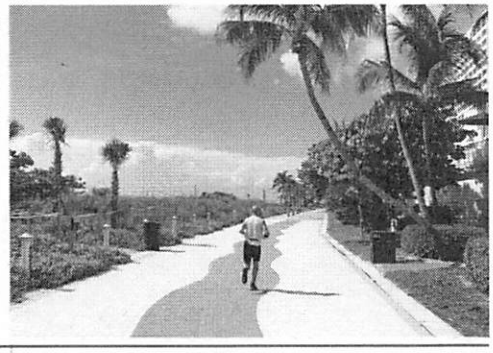
(1) TITLE AND LOCATION (City and State)
Middle Beach Recreational Corridor
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2012 - 2018
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for the surveying tasks associated with the City of Miami Beach Middle Beach Recreational Corridor project. Tasks included topographic survey and property base mapping throughout the project limits. Additional responsibilities included responding to Request for Information (RFI's) as they pertain to survey matters and assisting design professionals with survey related issues.

[X] Check if project performed with current firm



f.

(1) TITLE AND LOCATION (City and State)
North Beach Oceanside Park
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015 - Ongoing
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Project Manager for the Boundary and Topographic Survey tasks associated with the re-design of the North Beach Oceanside Park. Survey tasks included defining the location of the Coastal Construction Control Line (CCCL), the Erosion Control Line (ECL), the Seasonal High-Water Line and the limits of the dune boundaries.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ERIK PADRON, PE	**CEI SENIOR PROJECT ENGINEER**	22	2+

15. FIRM NAME AND LOCATION (City and State)

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)

Bachelor of Science in Civil Engineering
University of Florida, Gainesville, Florida

MS in Civil Engineering Structural
Florida International University, Miami, Florida

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Professional Engineer - Florida
No. 59446

TIN#
P3652007214

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

Mr. Padron has over 25 years' of construction experience in the South Florida area. He will handle all escalated issues, Work Order's, Supplemental Agreements and will be the main contact for the Department. Prior to working at CGA, Mr. Padron worked for FDOT District 4 in the Construction and Maintenance Offices. He then worked in District 6, as Resident Engineer, in the Marathon and South Dade offices. Following that, he created the Heartland Operations office in District 1, with a staff of 64 employees, across six counties, in the role of Operations Engineer. Mr. Padron also worked as a Contractor in Jacksonville, District 2. As well as a CEI with Ocala Operations, District 5, Hard Rock Stadium in Miami, and Florida's Turnpike. Mr. Padron is a Florida PE with a B.S. Degree in Civil Engineering from the University of Florida and Master Degree in Structural Engineering, from Florida International University.

CTQP: QC Manager; Advanced MOT; Earthwork Level 1 & Level 2; Final Estimates Level 1 & Level 2; IMSA Traffic Signal Inspector Level 1



19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)

Collins Avenue (SR A1A) Decorative Lighting (from Bayview Dr to 192nd St)
Sunny Isles, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Senior Project Engineer. Project includes the removal of existing conventional lighting poles, installation of new pole foundations or rehabilitation of existing pole foundations,installation of new decorative poles, installation of electrical conduits and wires and MOT supervision. Cost: $4,830,000.00

[X] Check if project performed with current firm



b.

(1) TITLE AND LOCATION (City and State)

Hard Rock Stadium Pedestrian Bridges and Tunnels
Miami Gardens, Florida

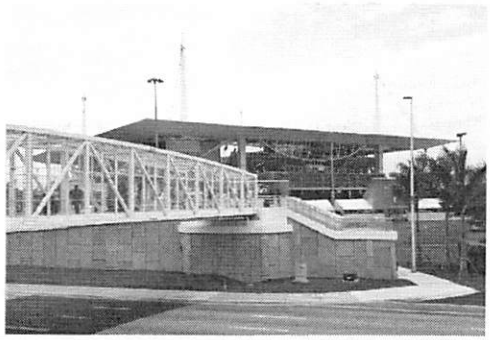
(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Senior Project Engineer. 2 pedestrian bridges over TPK exit ramp & NW 199 St,2 tunnels under Don Shula Dr. Included: pile foundations, MSE walls, drainage improvements, lighting, signalization improvements, signage & pavement markings, precast concrete, curb & gutter, ADA sidewalk/ramps,landscaping,sod,irrigation,parking lot resurfacing, striping, and signing. plus pre-stressed, pre-cast concrete tunnel segments, sheet piles. Super Bowl 2019. Cost $17 Million

[X] Check if project performed with current firm



STANDARD FORM 330 (REV. 7/2021) - SF330 ERIK PADRON_IMG

19. RELEVANT PROJECTS (CONT.)

c.
(1) TITLE AND LOCATION (City and State)
Ocala Operations Center; Project FM #435659-2
FDOT District 4 - Ocala, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Senior Project Engineer. Widening, milling and resurfacing of the I-75 ramps at SR-200. Also included drainage improvements, lighting, signalization, earthwork, guardrail, barrier wall, curb and gutter, ADA improvements including sidewalks & ramp reconstruction, landscaping, temporary traffic control and signal detection, litter removal, and mowing. MOT with 11 phases.

[X] Check if project performed with current firm

d.
(1) TITLE AND LOCATION (City and State)
Sebring Operations Center US-27 Bridge Rehabilitation
FDOT District 1, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015
CONSTRUCTION (If applicable): 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Resident Engineer. Improvements consisted of dredging on Lake Jackson, Sebring and rehabilitation of three bridge locations, under bridge channel excavation, and under bridge rip-rap relocated by hand and with conveyor equipment.

[ ] Check if project performed with current firm

e.
(1) TITLE AND LOCATION (City and State)
Sebring Operations Center; SR-70 Widening in Okeechobee County
FDOT District 1, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015
CONSTRUCTION (If applicable): 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Sebring Operations Center; SR-70 Widening in Okeechobee County (from NE Avenue to St. Lucie County line).

Resident Engineer. 8.1 miles of roadway widening from two lanes to four lane divided highway, building seven retaining ponds, drainage, sidewalk and driveways. Contributions included helping along project progress, resolve disputes, enforce CPAM, documents and timely submittals. Involved with resolving materials and field issues, recommendations, and worked with the staff to negotiate open issues.

[ ] Check if project performed with current firm

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

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
DREW LINDEMANN	**ENVIRONMENTAL SPECIALIST**	16	6+

15. FIRM NAME AND LOCATION (City and State)

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION (Degree and Specialization)

Master in Soil and Water Science
University of Florida, Gainesville, FL

Bachelor in Science in Landscape and Nursery Manager
University of Florida, Gainesville, FL

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

ISA Certified Arborist
FL-5581A

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

Mr. Lindemann is responsible for providing Arborist and Landscape plan review services for several municipalities. He is also responsible for performing habitat assessments, wetland delineations, endangered species surveys, mitigation construction oversight, contract administration, and contract management and compliance monitoring for projects impacting environmentally sensitive lands. Mr. Lindemann has provided landscape inspections and arborist review services for the Town of Davie and the Cities of Deerfield Beach and Tampa over the past few years. He has an excellent ability to work with municipal residents and commercial property owners to resolve landscape issues. He is very detailed oriented and is familiar with the technology required to accomplish the tasks required for municipal reviews. He has provided oversight of the exotic and invasive plant control contract on over 2,200 acres of sensitive wetland mitigation lands in the City of Weston that are known habitat to listed species such as the Everglade Snail Kite, Wood Stork, and American Alligator populations.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)

Landscape Plan Review and Arborist Services
Tampa, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Calvin, Giordano & Associates, Inc. (CGA) was contracted by the City of Tampa to provide Arborist services and Landscape Plan Review. CGA provided an environmental specialist to review wetland projects as well as a Landscape Plan Reviewer to assist the City with required landscaping for new and renovated land development projects. CGA provided review and approval of planting plans for site plan development, inspected construction sites to ensure compliance with approved tree protection plans, prepared reports, processed associated paperwork and data entry, and worked with individual developers, builders, homeowners, and other customers to assist in ensuring compliance with the City's landscape code and tree protection ordinance.

b.

(1) TITLE AND LOCATION (City and State)

City Center of Pembroke Pines
Pembroke Pines, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist. Conducted construction inspection for landscape installation for new parking facility, reviewed the mitigation for a created wetland and worked with City staff for approvals.

c.

(1) TITLE AND LOCATION (City and State)

Palm Aire
Pompano Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2017	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Environmental Specialist. Conducted ISA tree valuations, and provided mitigation requirements to meet the City's code.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ERIN SUDMAN	**PUBLIC INFORMATION**	16	16

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

Bachelor of Landscape Architecture
University of Florida, Gainesville, FL

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

Landscape Inspectors Association of Florida Certificate
No. 2018-0215

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

Ms. Sudman has over 16 years' experience in the construction industry. Ms. Sudman has recently closed out three LAP projects, two for the City of Pompano Beach and one for the City of Coral Springs. She has a B.S. Degree in Landscape Architecture from the University of Florida. She is Final Estimates Level 1 and Level 2 certified, Intermediate MOT and Stormwater, Erosion and Sedimentation Control.

TIN#S355213817850 CTQP: Final Estimates Level 1; Final Estimates Level 2; OSHA 10 Hr Construction Training Course; Security Awareness Course; Stormwater, Erosion and Sedimentation Control; FDOT LAP Checklist Training; Advanced MOT; LIAF Landscape Inspector.



19. RELEVANT PROJECTS

a.

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

Downtown Mobility Hub Streetscape Improvements; Project #12292-296
Fort Lauderdale, Florida

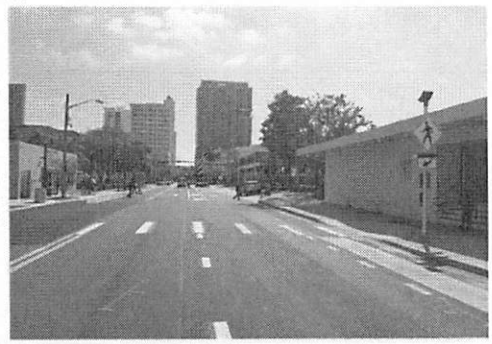
(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

FHWA Funded

Public Information Officer. This Project is located in an area of downtown Fort Lauderdale bound by Andrews Avenue, Broward Boulevard, FEC tracks and NW 4th Street. This multi-modal hub will include, but is not limited to, asphalt paving, decorative concrete, bike lanes, drainage installation, curb and gutter, lighting, tree relocations, landscaping and irrigation installation, pavement striping and crosswalk improvements. Cost $2,461,726.60

[X] Check if project performed with current firm



b.

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

Victoria Park Phase A & Phase B Watermain Improvements
Fort Lauderdale, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Public Information Officer. Elements included; installing approximately 60,000 feet of 6-inch and 8-inch watermain to replace existing 2-inch mains, including new fire hydrants, service connections to each home,repaving of the roads impacted by the watermain improvements. Also included all restoration to landscaping, lawns, pavers, etc. that may have been disturbed due to the work. Cost $10,972,563.44

[X] Check if project performed with current firm



19. RELEVANT PROJECTS (CONT.)

c.
(1) TITLE AND LOCATION (City and State)
NW 110th Ave Road Improvements; Project FM #435088-1-58-01 (LAP Funded)
Coral Springs, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2017 | CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Public Information Officer. Project elements included narrowing existing 12-ft travel lanes to 11 ft and constructing a 6-ft wide sidewalk, a 4-ft bicycle lane, drainage structure installation and curbing, valley gutter was removed and restored. Roadway was milled and resurfaced, landscaping, sidewalk and irrigation lines repaired. All improvements were constructed within City of Coral Springs right-of-way (ROW). Cost $1,599,491.63

[X] Check if project performed with current firm



d.
(1) TITLE AND LOCATION (City and State)
MLK (Hammondville Road) Improvements (LAP Funded)
Pompano Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016 | CONSTRUCTION (If applicable): 2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Landscape Inspector/CSS. Improvements included roadway widening, sidewalk installation, drainage improvements, milling and resurfacing, lighting, median installation, signage, landscaping, irrigation and pavement markings.
Cost: $3,554,121.43

[X] Check if project performed with current firm

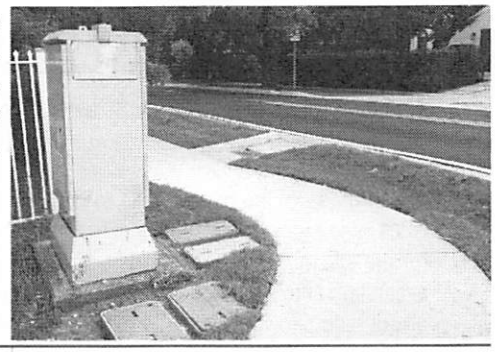


e.
(1) TITLE AND LOCATION (City and State)
62nd Ave Pedestrian & Bike Enhancement Project (LAP Funded)
South Miami, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2021 - Ongoing | CONSTRUCTION (If applicable): Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Landscape Inspector. The improvements under this project is to provide connectivity for pedestrian traffic along SW 62nd Avenue from SW 70th Street to 85th Street. Specifically, the project will provide sharrows, new sidewalk construction roadway construction repair of existing sidewalks and the new sidewalk locations will include new curb and gutters, new drainage system, milling and resurfacing, new signal loops, pedestrian detectors, and signing/pavement markings.

[X] Check if project performed with current firm



f.
(1) TITLE AND LOCATION (City and State)
Beachwalk II Phase II from 3rd Street to 5th Street (LAP Funded)
Miami Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2018 - 2019 | CONSTRUCTION (If applicable): 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Landscape Inspector. This project consists of the construction of an ongrade ADA compliant pedestrian paver walkway, with bollard lights, landscaping and irrigation. Other work consists of exotic dune vegetation removal and replacement with dune enhancements such as native dune vegetation species and beach compatible dune fill and irrigation for the landscaping. The path lighting installation to meet Florida Fish and Wildlife Commission's marine turtle nesting requirements.

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
MAGED M. GUIRGUIS, PE	**CIVIL ENGINEER**	34	<

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

B.S., Civil Engineering
Northeastern University, Boston, MA (1981-1986)

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

Professional Engineer Florida
No. 55023

Professional Engineer Massachusetts
No. 37165

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

Mr. Guirguis is a very seasoned and energetic Project Manager with over 34 years of solid engineering experience in the design and management of highway and municipal roadway projects, along with infrastructure and various site work. He provides a dynamic leadership for the success of transportation/infrastructure projects and contributes to the growth for our clients and firm. Mr. Guirguis has experience working with the public and private sectors in the states of FL, MA, ME, RI, CT, TX and in the international market; Qatar, Oman, and Libya.

19. RELEVANT PROJECTS

a.

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

SE 36th Avenue Improvements
Boynton Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

The goal of this project is to provide roadway improvements to SE 36th Ave from Seacrest Blvd to the west side of the FEC Railroad Tracks and Right of Way. The project falls within the limits of the City of Boynton Beach and the City of Delray Beach. The project includes civil/roadway design, photometrics, landscape architecture, geotechnical engineering, subsurface utility exploration services for the design, permitting, and bidding. Mr. Guirguis is currently serving as the PM for the project responsible for the deliverables, quality control, schedule, budget, and coordination with the client.

b.

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

College Avenue and SW 39th Street Conceptual Design
Davie, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2021	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

The purpose of the project was to widen those urban collector roads with additional travel lanes, turn lanes, landscaped median, bike lanes, and sidewalks in the vicinity of local schools and colleges. The goal was to evaluate how much right-of-way (ROW) is required for the widening of these roads with some private ROW restrictions and FPL poles on both sides. Mr. Guirguis conducted a detailed evaluation and laid out the proposed ROW lines that was acceptable to the Town to accommodate the proposed typical section for traffic, bikers, and pedestrians.

c.

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

I-195/Rte. 18 Interchange and Viaduct, Client - MassDOT District 5
New Bedford, MA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Mr. Guirguis served as the Project Manager on this federally funded project that will enhance the community surroundings and improve traffic movements on the existing roadways and structures. The goal of this project is to provide cost-effective low-maintenance solutions to the existing I-195 viaducts by means of deck replacement and other structural rehabilitations. In addition, the project will lower Rte. 18 to at-grade intersections with side roads for better traffic distribution and accessibility. Finally, the project will realign existing I-195 off-ramp onto Rte. 18 to relieve traffic congestion. Mr. Guirguis' duties involve management of project design, coordination with MassDOT, the City, local officials, and subconsultants for design development, resolutions, and value-engineering evaluations, preparation of contract amendments, budget, and schedule.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
CARLOS LEMUS	**SENIOR CAD DESIGNER**	25+	< 1

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

Bachelor's in Architecture
Florida Atlantic University

Associate in Arts in Architecture
Broward Community College

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

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

Mr. Lemus has more than 25 years of experience in providing highway, roadway and transportation related CADD production. As a former CADD Technician to various engineering consultants' firms and contractors, Mr. Lemus has developed extensive experience in the CADD production of construction plans for the various components of the transportation projects, as well as experience in the preparation of the electronic CADD delivery submittals to the Florida Department of Transportation (FDOT). In addition to the CADD experience, Mr. Lemus has gained experience in managing various transportation projects for the FDOT District Four. Mr. Lemus is experience in the use of Microstation, Autocad, and FDOT CADD software. Mr. Lemus has worked extensively with the FDOT as well as multiple counties and municipalities on various types of transportation projects. In addition, Mr. Lemus is also bi-lingual, with the ability to speak Spanish fluently.

19. RELEVANT PROJECTS

a.

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

Various LAP Projects in District Four Treasure Coast Area
Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2014 - 2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Managing and coordination of the LAP projects.

b.

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

I-595 Corridor
Davie, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2008 - 2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Served as the Project Coordinator / CAD Manager. Also provided QA/QC to the construction plans to the I-595 Corridor Roadway Improvements Project, which consists of the reconstruction and widening of the I-595 mainline and all associated improvements to frontage roads and ramps from the I-75 / Sawgrass Expressway interchange to the I-595 / I-95 interchange for a total project length of approximately 10.5 miles.

c.

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

Bridge of Lions Bridge Rehabilitation / Restoration
St. Augustine, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2006 - 2008	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Served as the CAD Manager to produce the CAD files for the construction plans. The objective of the rehabilitation was to preserve as much of the original bridge as possible. A design of innovative structure with micro-piling to strengthen the structure, improve safety and bring the bridge to current standards.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TAVARES JACKSON	**ENGINEER**	< 1	< 1

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

BS in Civil Engineering and Minor in Mathematics
University of North Carolina, Charlotte, NC

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

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

Mr. Jackson is a recent graduate of University of North Carolina at Charlotte with a Bachelors of Science in Civil Engineering and Minor in Mathematics. While in school, projects Mr. Jackson worked on are Neighborhood Design, Parking Lot Design, and Airport Terminal Design Projects. His skills consistent of AutoCAD Civil 3D and Autodesk Revit. Currently, Mr. Jackson is gaining experience on projects that includes grading, slope certification, wind mitigation evaluation projects, and performing site visits with structural and electrical engineers.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Gulliver Preparatory - Slope Certification
Pinecrest, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2021 - Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Based on the information provided, the task is to provide a slope certification for the area. The as-built elevations of the area was reviewed to confirm the cross slopes and the longitudinal slopes meet ADA compliance.

b.

(1) TITLE AND LOCATION *(City and State)*
Neighborhood Design, Civil Engineering Drawing Lab
UNC Charlotte, NC

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Fall 2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Designed a neighborhood based on a specific set of codes and parameters that followed the Charlotte-Mecklenburg building codes. Extensively used AutoCAD to draw all parts of the project plans, including but not limited to, roadway layout, plot development, wastewater area placement, cut and fill parameters for road design and many other skills related to transportation engineering.

c.

(1) TITLE AND LOCATION *(City and State)*
Parking Lot Design, Transportation, Airport Terminal Design and Planning
UNC Charlotte, NC

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Spring 2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Used AutoCAD to designed a parking lot based of the criteria given.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
RANDY STOKES	**DIRECTOR OF CONSTRUCTION ENG.**	35+	< 1

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, Florida

16. EDUCATION *(Degree and Specialization)*

High School Diploma
Lasalle High School, Saint Ignace, MI

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

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

Mr. Stokes is project-focused with a background analyzing organizational issues. An energized leader with over 35 years of solving problems quickly and effectively while staying current on all federal, state and local regulations rated to Public Works. He offers undeniable reporting, presentation and listening skills. His effective field knowledge and able to successfully deliver projects through clear objective and goal setting.

Certifications & Licenses: Florida Stormwater Association (FSA): Storm-water Level II Operator Level II 2019 and Storm-water Level I Operator Level 1, 2016; Occupational Safety and Health Administration (OSHA), 30-Hour Training, 2015
Florida Association of Code Enforcement (FACE) Certification: Sea Turtle Lighting for Code Enforcement and Building Professionals 2018

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Director of Construction - Calvin, Giordano & Associates, Inc.
Fort Lauderdale, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 12/2021 - Ongoing
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm

Director of Construction. Under Mr. Stokes leadership, he will help to ensure all projects meet project standards and specifications for quality with the understanding that time and cost are critical components to a successful project.

b.

(1) TITLE AND LOCATION *(City and State)*
Public Works Director - Town of Surfside
Surfside, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 09/2016-11/2021
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm

Knowledgeable of Town-wide utility infrastructure through facilities management, hands on leadership and strong document control. Addressed customer service and personnel conflicts in objective manner. Analyzed completed projects against established budgets to track spending and determine levels of success. Reviewed Departmental personnel work performances and advised on ways to improve performance and work efficiently. Interviewed job applicants for the successful hiring of key personnel. Maintained a balanced department budget. Managed capital improvement projects and provide project updates to the Town Commission and Town Manager. Presented to Town Commission Public Works related agenda items. Cross-departmental coordination with other Town Departments.

c.

(1) TITLE AND LOCATION *(City and State)*
Assistant Public Works Director/Project Manager - Town of Surfside
Surfside, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 10/2012-08/2016
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
[X] Check if project performed with current firm

Directly managed all Town Public Works operations which included, Utility Department, Maintenance Department, Sanitation Collections, and Recycling Collections. Resolved conflicts and negotiated mutually beneficial agreements between parties. Bi-monthly payroll review and processing for accuracy and timeliness. Composed Town commission reports and weekly operation reporting. Directly managed wastewater collection; stormwater discharge and water distribution systems for regulatory compliance.

19. RELEVANT PROJECTS (CONT.)

d.

(1) TITLE AND LOCATION (City and State)
Consultant - Town of Surfside
Surfside, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 08/2011-10/2012
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Monitored capital improvement project scope of work and schedule. Verified contractor and sub-contractor pay requisition with work performed. Detailed documentation of daily report and project records (RFI, change orders, safety logs, subcontractor daily reports). Conferred with existing and potential customers to assess requirements and propose optimal sewer, water and drainage solutions.

e.

(1) TITLE AND LOCATION (City and State)
Superintendent, Florida Sewer and Water - City of Sunrise
Sunrise, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 11/1985-01/2011
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Maintained on-site safety upholding company and OSHA regulations. Supported project coordination and workflow by coordinating materials, inspections and contractor actions. Managed complete construction process to maximize quality, cost controls and efficiencies.

f.

(1) TITLE AND LOCATION (City and State)
Sewer, Water & Drainage CIP for Regulatory Compliance & System Upgrades
Surfside, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2011 - 2014
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Rehabilitation of Town-wide gravity sewer collection system through C.I.P.P. method. Rehabilitation of large diameter stormwater transmission lines. Rehabilitation of two principal sanitary sewer lift stations. Construction of three new stormwater pump stations. Installation of over eight miles of water distribution mains trough various methods (pen cut, directional bore). Installed over 1,500 new services. Mr. Stokes was also the Project Management which included customer service during the project and pay requisition review.

g.

(1) TITLE AND LOCATION (City and State)

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

h.

(1) TITLE AND LOCATION (City and State)

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[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	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
LEE C. ROWBOTHAM	**SENIOR CAD TECHNICIAN**	26	13

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

Calvin, Giordano & Associates, Inc.
West Palm Beach, FL

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.B.A., Business Administration Florida Atlantic University, Boca Raton, FL	**N/A**

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

Mr. Rowbotham is a Senior CAD Technician with more than 26 years of experience in project management of roadway design/reconstruction, paving, grading, and drainage design, utility/drainage infrastructure, and sewage design. Mr. Rowbotham has extensive experience in both the municipal and private sectors. Mr. Rowbotham is proficient in the use of the latest versions of AutoCAD Civil 3D.
Certifications: FEMA Introduction to the Incidental Command System, ICS 100; ISO 00030 Mitigation eGrant System

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Osceola Neighborhood Improvements
Delray Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016
CONSTRUCTION (If applicable): Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Rowbotham was responsible for designing the paving of 9 alleyways, the construction of sidewalks and the regrading of swales, drainage improvements and the signing & pavement marking, for the southeast corner of the Osceola Neighborhood.

b.

(1) TITLE AND LOCATION *(City and State)*
SE 2nd Street Streetscape
Delray Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2017
CONSTRUCTION (If applicable): 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Designing and permitting the roadway and drainage improvements for roadway and alleyway. Improvements included the creation of on-street parking, new sidewalks signing & pavement marking, and the construction of 1/3 miles of new alleyways.

c.

(1) TITLE AND LOCATION *(City and State)*
NE 3rd Avenue Streetscape
Delray Beach, FL

(2) YEAR COMPLETED
PROFESSIONAL SERVICES:
CONSTRUCTION (If applicable): Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Rowbotham was responsible for designing and permitting the roadway, drainage, and signing & pavement marking improvements to 1/4 mile of roadway and alleyway. Improvements included the creation of on-street parking, parking lot, new sidewalks, replacement of an 8" existing sanitary main, and the construction of a new 8" water main.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ROBERT W. VONDERAHE	**FIELD SURVEY OPERATIONS/TECH**	26+	3+

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

Calvin, Giordano & Associates, Inc.
Fort Lauderdale, FL

16. EDUCATION *(Degree and Specialization)*

A.A.S, Civil Engineering Technology
Nassau Community College, Long Island, NY

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

N/A

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

Mr. Vonderahe has over 26 years of experience in all facets of land surveying from starting out on a field crew progressing to party chief and then into an office role as a survey technician to now project manager. Mr. Vonderahe is responsible for the firm's land development survey projects, which include all stakeout calculations preparing field packages for survey crews, processing survey data and preparing as-built surveys, plot plans, sketch and descriptions. His additional responsibilities include managing field crew operations, equipment issues and working with the firm's fleet manager.

19. RELEVANT PROJECTS

a.

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

Water Utilities Department
Palm Beach County, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project surveyor for the topographic surveys for a portion of PBCWUD Treatment Plants 2, 3, 8, 9 and 11. Detailed survey information was necessary in the areas of the chlorine tanks for structural design of sun shades over the respective chlorine containment site as required by federal regulations.

b.

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

Route Survey Northwood Hills Subdivision
West Palm Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018 - 2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Survey project manager for the 6 miles of route survey for the Northwood Hills Subdivision. Tasks included setting up GPS Control Network, supervising field crew data collection, processing survey raw data files, drafting of improvements and quality control upon completion of preliminary survey drawings.

c.

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

Passenger Gangway - Port of Palm Beach
Palm Beach County, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project surveyor for the As-Built Survey of the passenger gangway foundations at Port of Palm Beach as necessary for the structural design of a new gangway. The survey methodology to acquire this data was a combination of conventional survey methods together with a Leica C10 3d Scanner. This project required multiple scans of each foundation and the survey drawings were an overall planimetric view of the four foundations with detailed elevations of each foundation and separate details at an enlarged scale of each bolt pattern.

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 OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
CURT ALEXANDER	**CIVIL DESIGNER**	39	9

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

Calvin, Giordano & Associates, Inc.
West Palm Beach, Florida

16. EDUCATION *(Degree and Specialization)*

Bachelor of Science in Civil Engineering
1982

Graduate Study in Entomology
Purdue University, 1994

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

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

Mr. Alexander is experienced in the design and permitting of municipal, residential, and commercial and institutional land development projects.

19. RELEVANT PROJECTS

a.

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

Indiantown Road US-1 to A1A
Jupiter, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Plans, permitting. Work includes storm drainage and paving installation. Construction to begin in February 2022.

b.

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

Intersection Improvements Central Boulevard to Jupiter Park Drive
Jupiter, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Plans, permitting. Work includes storm drainage and paving installation. Construction to begin in summer 2022.

c.

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

Henrietta Avenue Water Main Replacement
West Palm Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Plans, permitting, specifications, shop drawings, construction observation. Work included water main installation. Completed in 2019.

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: 01

21. TITLE AND LOCATION (City and State)
SW Hallandale Beach Drainage Improvements
Hallandale Beach, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2017 - 2021
CONSTRUCTION (If applicable): 2021

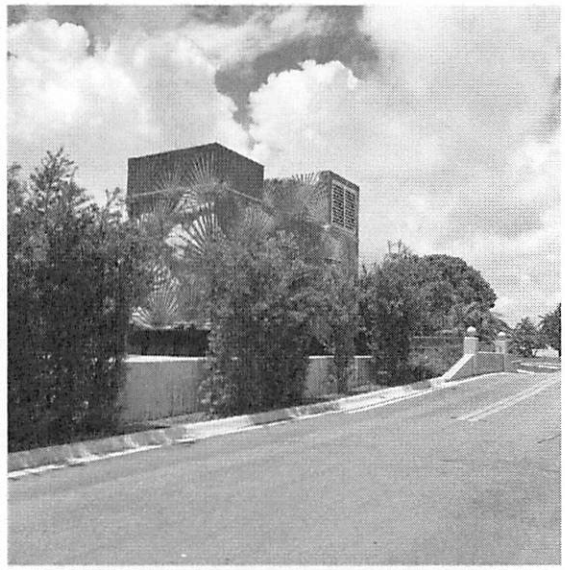
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF HALLANDALE BEACH	Manga Ebbe Project Manager	954.597.3700 mebbe@hallandalebeachfl.gov

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

CGA completed the design and permitting for the stormwater project for the Hallandale Beach SW Quadrant Drainage Basin, which encompasses an area of approximately 330 acres. This tidally influenced basin is bounded by Hallandale Beach Boulevard, S Dixie Highway, SW 11th Street and SW 8th Avenue in the City of Hallandale Beach, FL. Land uses within the study area are primarily single-family residential. There are a number of drainage facilities within the project area with limited conveyance to the existing Schaffer Canal. The conveyance system is subject to the effects of tidal fluctuation. Consequently, at high tide there is virtually no head available to drain the basin. The lack of conveyance capacity within this system has led to multiple Severe Repetitive Loss (RL) properties and the complete inundation of the roadway system for extended periods during storm events of lesser frequency than that required by SFWMD. Using ICPR, CGA modeled and designed an improved drainage system conveying water to a new duplex pump stations located in the Schaffer Canal which is connected to a total of 17 deep injection drainage wells. The new wells are pressurized with 15 feet of head in order to produce the necessary discharge into the G-III aquifer. Additionally, as part of the permitting requirements, a complex monitoring system will be installed to allow for real time review of pressure data at each drainage well along with monitoring wells installed within the project area to record ground water levels. The existing gravity outfall will be modified with the installation of four (4) "backflow" flap gates in a control structure at the downstream ends of the gravity system. The flap gates are designed to stop the tidal water from flowing back into the gravity system at higher tides. The project was permitted through FDEP and the Broward County Environmental Protection and Growth Management Division. CGA, in conjunction with the City of Hallandale Beach, worked with FEMA to get an expansion approved for the existing HMGP grant. The expansion was approved to provide over $22 million in funding for this project and another project for the adjacent neighborhood.

APPROXIMATE PROJECT SIZE: 330 Acres
PROFESSIONAL FEES: $ 782,395.00
CONSTRUCTION COST: $ 9,300,000.00





In-house CGA services provided for this project:

- [X] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [X] Civil Engineering
- [ ] Traffic Engineering
- [X] Water / Wastewater Eng
- [X] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [X] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [X] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 02

21. TITLE AND LOCATION (City and State)
Sewer Pump Station D-41 Replacement
Fort Lauderdale, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2015 - 2019	2017 - 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF FORT LAUDERDALE	Omar Castellon, PE, PMP, ENV SP Chief Engineer	954.828.5064 OCastellon@fortlauderdale.gov

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



The existing Pump Station D-41 was experiencing excessive run times and causing frequent surcharging of the sewer network due to inadequate capacity of the existing pumps and aging of the mechanical equipment. On top of these existing issues, the construction of a nearby private development was approved by the City and was going to contribute an additional 45,000 gallons per day to the sewer system. One of the key challenges was relocating the station and consequently redirecting gravity sewer as part of the agreement with the private developer. CGA retained and managed a subconsultant to install a flow monitor in the existing terminal manhole to obtain sewer data over a two week period in order to confirm theoretical Average Daily Flow (ADF) calculations and properly size a new wet well and submersible pumps. A Geotechnical firm was also retained by CGA to gather subsurface conditions in the proposed location for the new station.

The project tasks included an analysis of existing sewer flow contributions, review of existing force main pressures from the installation of a data logger, hydraulic calculations for designing new force main and submersible pumps, valve vault design, control panel, permitting, and coordination with other disciplines including geotechnical and electrical. Coordination played a major role in this project as the proposed location for the pump station and design of the new sewer main had to be planned with the neighboring development and their engineers. CGA also provided bidding assistance and evaluation of opened bids, attended progress meetings, addressed any Contractor RFI's during construction, reviewed Change Orders as needed, conducted daily site inspections, reviewed record drawings, and certified the project with the applicable regulatory agencies.

APPROXIMATE PROJECT SIZE: 1.15 Acres
PROFESSIONAL FEES: $ 179,992.00
CONSTRUCTION COST: $ 1,484,890.00

In-house CGA services provided for this project:

- [ ] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [ ] Traffic Engineering
- [x] Water / Wastewater Eng
- [x] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [x] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [x] Surveying and Mapping

26. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b	Blood Hound, LLC	Boynton Beach, FL	Sub-Consultant: Utility Underground Locator
c	Nutting Engineers of Florida, Inc.	Riviera Beach, FL	Sub-Consultant: Geotechnical
d			
e			

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: 03

21. TITLE AND LOCATION (City and State)

Community Development Block Grant Mitigation Funding Assistance
Palm Beach County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020 - 2021	Not Applicable

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT	Krystin Berntsen, P.E., PMP Director, Engineering Division	561.493.6027 kberntsen@pbcwater.com

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

Palm Beach County Water Utilities Department (PBCWUD) requested CGA to provide grant application assistance for funding of disaster mitigation improvements to critical infrastructure within their water and wastewater service area. CGA assisted PBCWUD with researching and preparation of multiple grant applications to the Florida Department of Economic Opportunity (DEO) under the Rebuild Florida Critical Facilities Hardening Program (CFHP) and General Infrastructure Program (GIP). DEO was designated by the U.S. Department of Housing and Urban Development (HUD) to administer the grant funding through the Community Development Block Grant (CDBG) program in areas impacted by presidentially declared disasters in 2016 and 2017. The projects that were identified were required to be consistent with the State of Florida Mitigation Action Plan and were generally within the western region of Palm Beach County serving the Cities of Belle Glade, Pahokee, and South Bay with a primary objective to benefit the Low and Moderate Income (LMI) communities and to better protect this area from future disasters.



CGA prepared grant applications for four (4) projects under the CFHP, with a total in the amount of $11,377,000 and twelve (12) projects under the GIP, with a total in the amount of $55,958,457.33. This required close coordination with PBCWUD internal team members and consultants to obtain the information necessary for completing the application process. CGA's history with working with PBCWUD and familiarity with their critical infrastructure played a major role in the ability to prepare the grant application that met all of the requirements of the Rebuild Florida Grant Program.

To date, DEO has completed their review of the grant applications submitted for the CFHP and PBCWUD was approved for $2,710,000 for electrical and wet weather improvements at their Western Region North Wastewater Treatment Facility that generally included replacement of outdated electrical equipment, consolidating electrical equipment into a single building, installation of a single standby weather-protected generator, and pipe modifications to the aeration basin and clarifier to meet peak flow conditions.



APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 49,320.00
CONSTRUCTION COST: $ Not Applicable

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☐ Constr Admin / CEI
☐ General Planning	☐ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☐ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	West Palm Beach, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 04

21. TITLE AND LOCATION (City and State)
Hallandale Beach Stormwater 44 Year CDBG
Hallandale Beach, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018 - 2019	2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF HALLANDALE BEACH	Aqeel Abdool-Ghany Engineer III	954.457.3045 aghany@cohb.org

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

CGA completed the design, permitting, and CEI services for the Hallandale Beach Stormwater 44 Year CDBG project. The project scope of work included ADA improvements (sidewalk and curb ramps), milling and resurfacing, pavement marking and signing, and drainage improvements. The drainage improvements included additional catch basins, curb inlets, roadside swale, exfiltration trench and conveyance pipes reducing roadway flooding and flood duration.
The project work was generally located along NW 8th Avenue between NW 9th Street and Pembroke Road (SR 824), and at the following intersections in City of Hallandale Beach:
1. NW 8th Avenue and NW 9th Street
2. NW 8th Avenue and NW 10th Street

The project was permitted through Broward County Environmental Protection and Growth Management Division and FDEP. The construction of the project was completed in 2019. The project was funded by City of Hallandale Beach and Broward County (Community Development Block Grant).



APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 42,910.00
CONSTRUCTION COST: $ 126,000.00

In-house CGA services provided for this project:

- [ ] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [ ] Traffic Engineering
- [x] Water / Wastewater Eng
- [ ] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [ ] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [x] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 05

21. TITLE AND LOCATION (City and State)
Miscellaneous Engineering Services
Dania Beach, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: **1997 - Ongoing**
CONSTRUCTION (If applicable):

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF DANIA BEACH	**Fernando Rodriguez** Public Services Director	**954.924.6808 x 3740** FRodriguez@daniabeachfl.gov

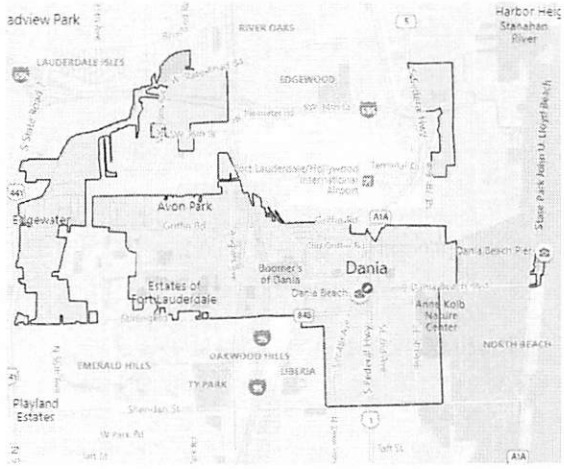
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Calvin, Giordano & Associates, Inc. (CGA) has been providing Continuing Professional Services for the City of Dania Beach's Public Services Department since 1997. Historically, CGA has worked on DRC reviews, permit reviews, and water, sewer, park improvement, drainage and roadway design projects for the City. The current engineering continuing services contract includes miscellaneous engineering design projects, such as the current water main improvement project which includes 2000 LF of new 12" watermains, as well as providing "as-needed" services to the Public Services Department including Civil Engineering, Surveying, Electrical Engineering, Traffic Engineering, and Construction Services.



The CGA team is currently responsible for review of the engineering/utility/ROW permit applications submitted through building services department inspections of ROW permits, as well as consultant management and project oversight for city water, sewer, stormwater, roadway and CIP projects. The CGA team also provides assistance to the Deputy Director and Director for other public services such as addressing resident complaints, assisting with utility public information requests, and other city engineer day to day tasks.

CGA is successfully helping the City by supplementing City staff with additional staff as needed for plans review and other project related tasks.



APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ N/A
CONSTRUCTION COST: $ N/A

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☒ Traffic Engineering	☒ Constr.Admin. / CEI
☐ General Planning	☒ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☒ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 06

21. TITLE AND LOCATION (City and State)
Expanded Lloyd Estates Residential & Industrial Improvements
Oakland Park, FL

22. YEAR COMPLETED

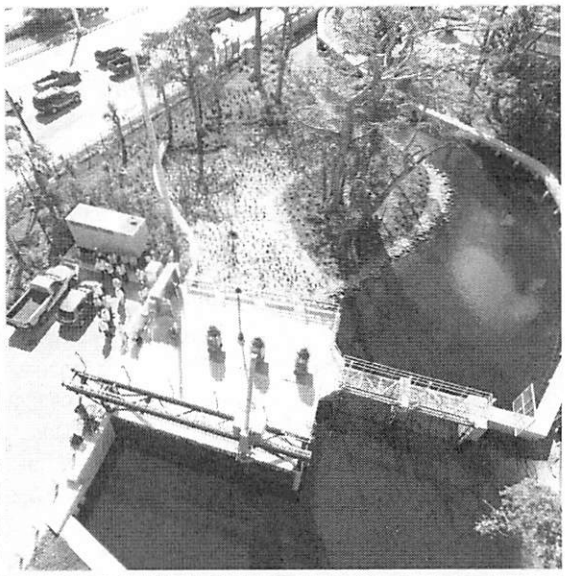
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2013 - 2017	2017

23. PROJECT OWNER'S INFORMATION

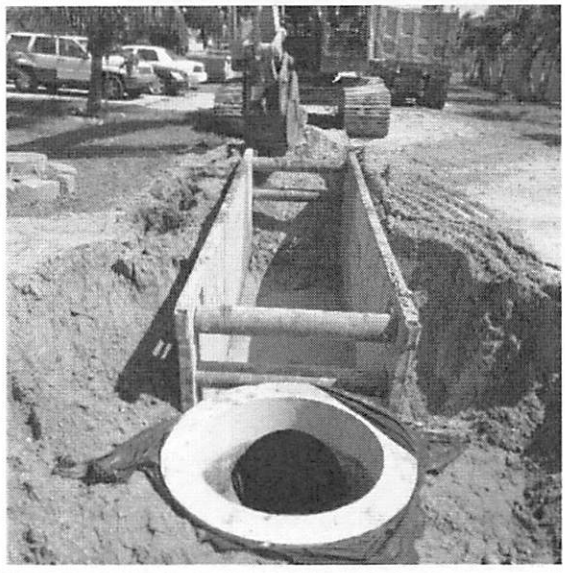
a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF OAKLAND PARK	Harris Hamid, PE Director of Engineering & Community Development	954.630.4477 Email: N/A

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

The Lloyd Estates residential neighborhood is a 17.3 acres area that is bordered on the north by Prospect Road, on the south by Oakland Park Boulevard, on the west by Interstate I-95, and on the east by Andrews Avenue in the City of Oakland Park, Florida. The area has a history of flooding problems due to undersized and/or damaged underground storm drainage collection systems and poorly graded and silted in swales. The existing area experiences frequent flood conditions even at low intensity rain events due to limited discharge capacity and high tail water conditions downstream of the Sleepy River.



In order to increase the flood protection Level of Service (LOS) for the area, the Expanded Lloyd Estates Residential and Industrial Improvements (LERIX) project was designed to provide drainage system improvements including swale reconstruction, drainage collection system expansion, exfiltration trenches, bio-swale with a tidal wetland landscape typology, and an emergency pump station with flood gates on the Sleepy River. The proposed drainage system improvements will be able to mitigate a considerable amount of damage caused by storm events by providing additional water quality treatment and storage volume, thereby reducing the durations of flood conditions. The proposed emergency flood gates and pump station will allow the City to aid in preventing the backflow of water from the SFWMD C-13 canal into the Lloyd Estates area and to facilitate the lowering of the Sleepy River flood stages upstream of the structure so that the existing and proposed drainage system improvements will function optimally.



The project received a $5,432,550 grant from FEMA under the Hazard Mitigation Grant Program as a result of Hurricane Wilma. CGA assisted the City with identifying the funding opportunity and with successfully completing the application process.

APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 960,873.00
CONSTRUCTION COST: $ 7,832,907.00

In-house CGA services provided for this project:

- [X] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [X] Civil Engineering
- [ ] Traffic Engineering
- [X] Water / Wastewater Eng
- [X] Electrical Engineering
- [X] Environmental Srvcs
- [X] Public Outreach
- [X] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [X] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.	Lakdas/Yohalem Engineering, Inc.	Fort Lauderdale, FL	Sub-Consultant: Structural Engineering
c.	Nutting Engineers of Florida, Inc.	Boynton Beach, FL	Sub-Consultant: Geotechnical
d.			
e.			

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: 07

21. TITLE AND LOCATION (City and State)
Point Lake Canal Subaqueous WM Crossing to Biscaya Island
Surfside, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - 2021	2021

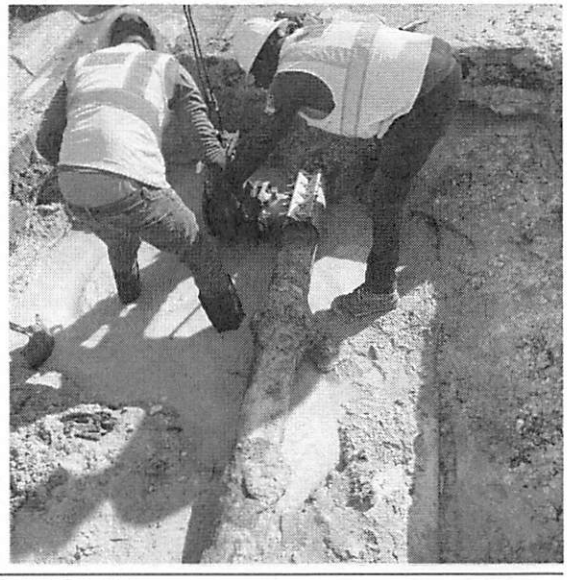
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
TOWN OF SURFSIDE	Hector Gomez Public Works Director	305.861.4863 hgomez@townofsurfsidefl.gov

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

Point Lake Canal separates Biscaya Island from the rest of the Town of Surfside's primary neighborhood, and the canal is connected to Biscayne Bay, which borders the Town to the west. The Town had concerns with the shallow depth of the existing subaqueous water main causing navigability issues for deeper vessels within the canal. Therefore, the design included horizontal directional drilling approximately 600 linear feet of new 8-inch pipe to pass under the canal bottom by at least ten feet. Additionally, two new hydrants, new valves, and reconnections of several water services were included. The subaqueous crossing also prompted certain environmental permitting and regulatory requirements. The project was partially grant funded by FDEP, so regular progress reports and maintaining the project schedule were crucial. Project scope included design, permitting, cost estimating, preparing technical specifications, reviewing front-end documents for bid advertisement, assistance during bidding, evaluating bidders, periodic construction inspections, approving shop drawings, reviewing RFI's, managing the grant, and final project certification to close out permits and to receive full grant reimbursement. The project was completed within the contract time and budget.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 42,043.46
CONSTRUCTION COST: $ 271,391.00

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☒ Constr Admin / CEI
☐ General Planning	☒ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 08

21. TITLE AND LOCATION (City and State)
Croissant Park Water Main Improvements
Fort Lauderdale, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2016 - 2020	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF FORT LAUDERDALE	Omar Castellon Chief Engineer	954.828.5064 OCastellon@fortlauderdale.gov

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

Calvin, Giordano & Associates, Inc. (CGA) was retained by the City of Fort Lauderdale to prepare construction plans for the replacement of approximately 16,000 linear feet of undersized and corroded water main with new 8-inch pipe. The existing pipe did not provide adequate fire protection. Additionally, local residents were filing complaints regarding low water pressure and discoloration caused by years of corrosion of the existing cast irons water mains. CGA prepared bidding documents that included an alternate for trenchless construction to allow the City to capture lower prices and have less disruption to local traffic. The majority of the project was constructed using trenchless methods; specifically, horizontal directional drilling and pipe bursting. These construction methods significantly reduced the roadway restoration requirements and allowed for a much cleaner work area. CGA's scope included survey, design, permitting, incorporating Geotechnical findings, utility conflict resolution, cost estimating, preparing technical specifications for the bid advertisement, addressing Bidder questions, evaluating opened bids, attending biweekly progress meetings, reviewing shop drawings, addressing Contractor RFI's, conducting interim inspections, reviewing as-builts, and providing final certifications.





APPROXIMATE PROJECT SIZE: 15.0 Acres
PROFESSIONAL FEES: $ 288,960.00
CONSTRUCTION COST: $ 2,500,000.00

In-house CGA services provided for this project:

- [ ] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [ ] Traffic Engineering
- [x] Water / Wastewater Eng
- [ ] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [x] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [x] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b	Nutting Engineers of Florida, Inc.	Boynton Beach, FL	Sub-Consultant: Geotechnical
c	Blood Hound, LLC	Orlando, FL	Sub-Consultant: Utility Underground Locator
d			
e			

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: 09

21. TITLE AND LOCATION (City and State)
SE 2nd Ave, SE 7th St, and SE 1st St Water Main
Dania Beach, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
05/2020-02/2022	02/2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF DANIA BEACH	Dincer Ozaydin City Engineer	954.924.6808 dozaydin@daniabeachfl.gov

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

The purpose of the project was to replace over 8,000 linear feet of undersized and corroding water main in a residential neighborhood with new 12-inch and 8-inch pipe. The existing water main was experiencing frequent breaks and low pressures. In turn, this became a high-priority project for the City of Dania Beach. In addition to the water main replacement were new water services, hydrants, valves, reconnecting cross streets, and final pavement restoration. One key project challenge was isolating the existing water main for the cut-in connections at the cross streets. The existing water system was estimated to be over 70 years old with valves that were no longer functional. Therefore, it required an overall team effort of exercising valves to determine where temporary line-stops would be required for tie-ins; all in a timely manner to maintain the project schedule and to limit project costs. CGA's scope included survey, design, permitting, bidding assistance, providing full-time inspections with reporting, reviewing shop drawings, responding to RFIs, reviewing change orders, assisting with permit closeouts, reviewing Contractor payment applications, reviewing as-builts, and assisting with final project closeout.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 92,000.00
CONSTRUCTION COST: $ 2,500,000.00

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☒ Constr Admin / CEI
☐ General Planning	☐ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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)
Pines Village Phase I Water Main Improvements
Pembroke Pines, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION (If applicable):

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF PEMBROKE PINES	Jon Cooper Environmental Services Director	954.518.9063 JCooper@ppines.com

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

Calvin, Giordano & Associates, Inc. (CGA) was retained by the City of Pembroke Pines to provide surveying and civil engineering services for the replacement of approximately 20,000 linear feet of water main within a residential community in Pembroke Pines. This area was originally developed over 50 years ago, and the original 2-inch galvanized water mains were still in service. Numerous residential complaints regarding water discoloration and low pressure, caused by years of rust and corrosion buildup, prompted the City to take action. Additionally, about half of the existing water main and meters within the project limits were located at the back of each residential lot. CGA was tasked with updating and rectifying the existing survey base map for the project area, field-locating all water meters in the front and back of properties, preparing construction drawings for new water main in the ROW, designing new private services and appurtenances in order to relocate backyard water meters to the front of the properties, providing adequate fire protection for the project area, preparing an opinion of probable construction cost, coordinating with the Geotechnical subconsultant for trench backfill recommendations, applying for Broward County Health Department and Traffic Engineering Division permits, attending a public information meeting with the City to inform residents of the upcoming project and to address any questions, addressing Bidder questions during advertisement, and evaluating opened bids for the lowest apparent responsive and responsible Bidder.





APPROXIMATE PROJECT SIZE: 80.0 Acres
PROFESSIONAL FEES: $ 73,325.00
CONSTRUCTION COST: $ 3,261,000.00

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☐ Constr Admin / CEI
☐ General Planning	☒ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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)
Complete Streets and Other Localized Initiatives Program (CSLIP)
Weston, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2019 - 2020
CONSTRUCTION (If applicable):

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF WESTON	Denise Barrett-Miller Director of Communications	954.385.2000 DBarrett@westonfl.org

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

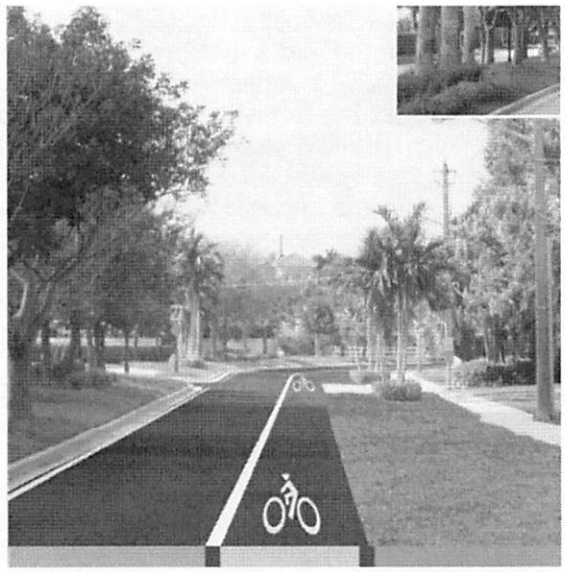
Calvin, Giordano & Associates, Inc. (CGA) grant writing and management services for the City-Wide ADA and Sidewalk improvements.

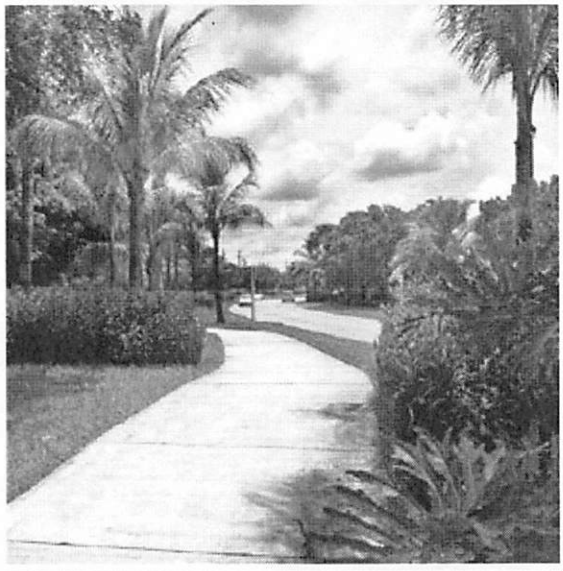
The Broward Metropolitan Planning Organization (MPO) Complete Streets and other Localized Initiatives Program (CSLIP), provides funding for small local transportation projects that will improve the safety and mobility for all transportation users in Broward.

The scope of work includes the construction of pedestrian facilities (sidewalks / shared-use paths) to meet ADA requirements to improve safety and pedestrian accessibility while promoting energy conservation and reducing greenhouse gas emissions. There are four locations included within this project:

1. North Side of Indian Trace from Town Center Blvd to Bonaventure Blvd
2. South Side of Royal Palm Blvd from Weston Hills Drive to Town Center Blvd
3. West Side of Weston Road from Indian Trace to Royal Palm Blvd
4. North Side of South Post Road from Bonaventure Blvd to W. of Enterprise Ave.

Grant Amount: $3,000,000.00
Project Cost: $4,480,475.00





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ N/A
CONSTRUCTION COST: $ N/A

In-house CGA services provided for this project:

- [x] Landscape Architecture
- [ ] Urban Design
- [x] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [ ] Civil Engineering
- [x] Traffic Engineering
- [ ] Water / Wastewater Eng
- [ ] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [ ] Constr Admin / CEI
- [ ] Website Development
- [x] GIS Mapping & Analysis
- [ ] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 12

21. TITLE AND LOCATION (City and State)
Nova Drive Improvements
Davie, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2018
CONSTRUCTION (If applicable): 2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
TOWN OF DAVIE	Jonathan Vogt, PE Town Engineer	954.797.1197 jonathan.vogt@davie-fl.gov

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

CGA recently completed the design, permitting (SFWMD, CBWCD, THISCD, BCHCED), and bidding services (2018) for the Nova Drive Improvements project for Town of Davie. The project is currently in construction. The construction scope of work includes 2521 LF of Exfiltration Trench, 4067 LF of RCP (12" to 30" diameter), 75 storm inlets/manholes, regrading of swales, and associated roadway infrastructure improvements. The construction cost is $6.3 million. CGA's professional services fee for the project is $459,475.

The Nova Drive improvements project (from Davie Road to University Drive) included upgrading of the existing roadway with turn lanes, driveway access, bike lanes, and roadway intersection improvements. The project construction completed at the end of 2020.

Lighting

The Town of Davie contact CGA to improve the existing streetlight for Nova Drive between Davie Road Extension and University Drive. The Town goal is the installation of dark-sky LED fixtures as part of the City's Energy Conservation goal. CGA prepared lighting design for the Town's street. The streetlighting design took in consideration that this street is part of the residential neighborhood and spillage requirements to the homes shall have a priority during the light selections and lighting design. CGA prepared bidding documents to replace the existing FPL high pressure sodium streetlights and new lights with dark-sky friendly LED units throughout the streets under the lighting improvement renovations. CGA design took consideration of the challenge presented due to overhead FPL power distribution lines. When the contracted work was completed, 36 new Town own light fixtures and 21 FPL own light fixtures were installed.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 459,475.00
CONSTRUCTION COST: $ 6.3 Million

In-house CGA services provided for this project:

- [x] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [x] Traffic Engineering
- [ ] Water / Wastewater Eng
- [x] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [x] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [x] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 13

21. TITLE AND LOCATION (City and State)
Sanitary Sewer Hydraulic Model and Evalation
Bal Harbor, FL

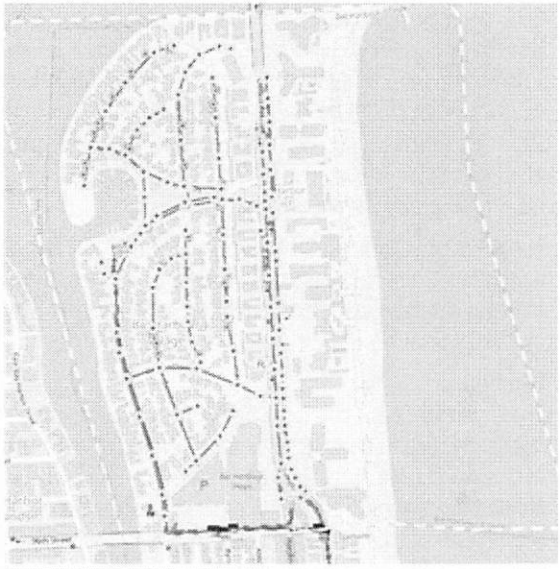
22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION (If applicable): 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
BAL HARBOUR VILLAGE	Mike Alvarez, CGC, PWLF Utility Compliance Officer	305.993.7361 malvarez@balharbourfl.gov

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

Calvin, Giordano & Associates, Inc. (CGA) was retained by Bal Harbour Village to develop a hydraulic model and to prepare an overall evaluation for the Village's sanitary sewer network. The Village owns, operates, and maintains a wastewater collection and transmission system that includes approximately 27,000 linear feet of gravity sewer, 5,000 linear feet of force main, and two pump stations. Wastewater from various customers, including single family homes, oceanfront high rises, multi-family dwellings, and commercial properties, is collected and conveyed through laterals, gravity mains, force mains, and pump stations. The purpose of the hydraulic study was to provide the Village with the capability to predict peak flows, hydraulic pressures, pump station capacities, and likelihood of surcharged conditions throughout their entire sanitary sewer network, as well as assess the capacity to serve future proposed demands and plan future projects. Using the Village's GIS database, which was also prepared by CGA, the information was imported into SewerCAD and overlaid onto high-resolution aerials to confirm that all infrastructure was correctly and geographically located within the model. Record drawings were then used to model pump curves, and daily and monthly pressure and flow readings were used the calibrate the model results. From this calibration process, we were able to produce results with less than 4% variation from actual field conditions. A signed and sealed summary report was prepared for the Village so that they could provide it to the local regulatory agency as part of a compliance requirement.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 17,600.00
CONSTRUCTION COST: $ N/A

In-house CGA services provided for this project:

- [ ] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [ ] Traffic Engineering
- [ ] Water / Wastewater Eng
- [ ] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [ ] Constr Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [ ] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 14

21. TITLE AND LOCATION (City and State)
Phase 3C Potable Water and Sanitary Sewer Improvements
Bal Harbour, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2020 - 2022
CONSTRUCTION (If applicable): 2022

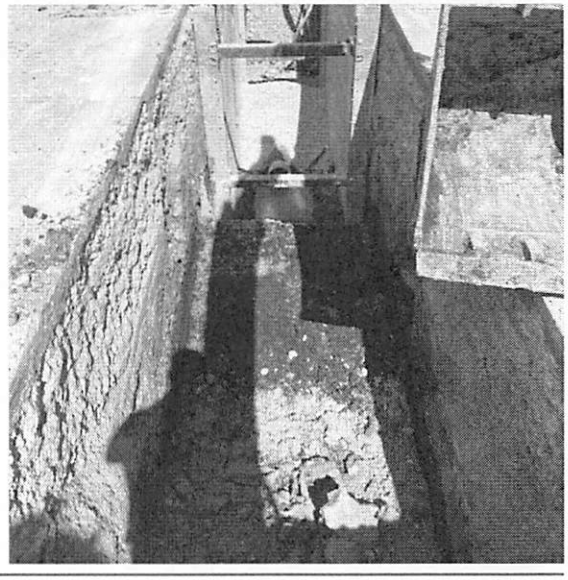
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
BAL HARBOUR VILLAGE	Mike Alvarez, CGC, PWLF Utility Compliance Officer	305.993.7361 malvarez@balharbourfl.gov

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

Calvin, Giordano & Associates, Inc. (CGA) was retained by Bal Harbour Village to design and permit new water and sanitary sewer infrastructure within its gated residential community. The purpose of the project was to replace infrastructure in disrepair, improve surface ponding along the curb flow path, replace damaged curbing and asphalt, redirect a portion of gravity sanitary sewer, and to relocate water mains and meters to the front of properties for future maintenance access and monthly readings. Coordination played a key role with the affected residences in terms of temporary water shutdowns, maintenance of traffic, staging of equipment and materials, work on private property, and restoration. The project included over 2,200 LF of 8" and 10" water main inclusive of services, valves, and hydrants, some of which was within FDOT right-of-way, and over 500 LF of 8" and 10" sanitary sewer pipe inclusive of manholes. Most of the water services were relocations from the back to the front of each property, requiring horizontal directional drilling of new services within private property. The new water main was also installed by horizontal directional drilling to limit restoration and maintenance of traffic. CGA's role in the project included design, permitting, incorporating Geotechnical and Subsurface Utility Exploration findings, reviewing shop drawings, addressing Contractor RFI's, conducting full-time inspections, overseeing testing, reviewing payment applications, managing the Contractor's schedule, assisting with change order reviews requested by the Client, public outreach, reviewing record drawings, closing permits, and final project certification.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 134,000.00
CONSTRUCTION COST: $ 1,035,000.00

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☒ Constr Admin / CEI
☐ General Planning	☐ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 15

21. TITLE AND LOCATION (City and State)
Mills Pond Park
Fort Lauderdale, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2014	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF FORT LAUDERDALE	Enrique Sanchez Assistant Parks & Recreation Director	954.123.4567 ESanchez@fortlauderdale.gov

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

Calvin, Giordano & Associates, Inc. was selected by the City of Fort Lauderdale to provide planning, design, and construction services for the addition of three new soccer and lacrosse fields at Mills Pond Park. The existing park located at 2201 N.W. 9th Avenue (Powerline Road) has three lighted soccer fields, one un-lighted soccer field, and five lighted softball fields. The improvements to the park include three new fields and all associated sports lighting, drainage, and irrigation, as well as a future restroom/concession building, new parking, walkways, and landscaping. Originally, the city staff and the park's stakeholders had indicated their desire to have at least 2 of the 3 fields be synthetic turf, and to use organic in-fill material instead of black rubber in-fill material for them.

Working with the City and stakeholders, CGA prepared six (6) configuration options for bidding purposes per the City's desire to see what layout would fit within their construction budget. The City ended up choosing the option with three (3) artificial turf fields and a future restroom. In addition, the City of Fort Lauderdale wanted to continue their emphasis on Sustainability by incorporating Green Design principles such as LED sports lighting, innovative drainage solutions, permeable pavers, and Florida Friendly Landscaping. One of the main reasons that CGA was selected for this project is its excellent team of sub-consultants.

The team consisted of Sports Turf One for sports field expertise, Lakdas/Yohalem Engineering for structural engineering, and Nutting Engineering of Florida for geotechnical. Construction of the project began in January 2017 and completed in February 2018.





APPROXIMATE PROJECT SIZE: 7 Acres
PROFESSIONAL FEES: $ 461,560
CONSTRUCTION COST: $ 3,700,000

In-house CGA services provided for this project:

[x] Landscape Architecture	[x] Civil Engineering	[ ] Public Outreach
[ ] Urban Design	[ ] Traffic Engineering	[x] Constr Admin / CEI
[x] General Planning	[ ] Water / Wastewater Eng	[ ] Website Development
[ ] Redevelopment Srvcs	[x] Electrical Engineering	[ ] GIS Mapping & Analysis
[ ] Arch Visualizations & 3D	[ ] Environmental Srvcs	[ ] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.	Nutting Engineers of Florida, Inc.	Boynton Beach, FL	Sub-Consultant: Geotechnical Engineering
c.	Lakdas/Yohalem Engineering	Fort Lauderdale, FL	Sub-Consultant: Structural Engineering
d.			
e.			

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: 16

21. TITLE AND LOCATION (City and State)
Middle Beach Recreational Corridor - Phase II
Miami Beach, FL

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2012-2014
CONSTRUCTION (If applicable): 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF MIAMI BEACH	Ariel Guitian Senior Project Coordinator, Office of Capital Improvements	305.673.6071 ext. 6732 ArielGuitian@miamibeachfl.gov

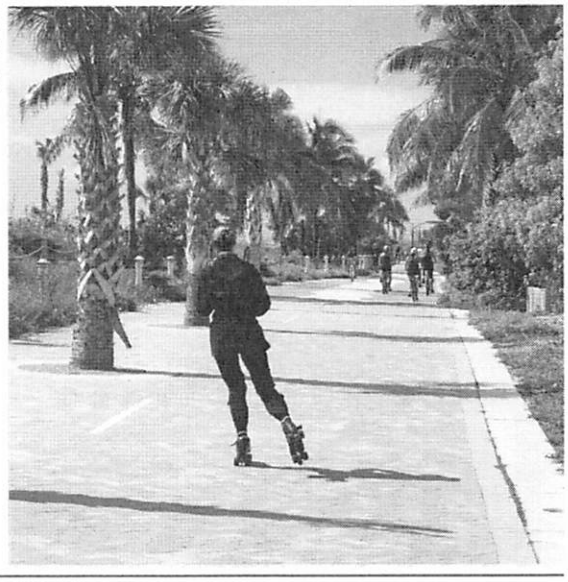
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Calvin, Giordano & Associates, Inc. designed and permitted an on-grade, ADA-accessible pathway that supports the use of pedestrians and cyclists. The project is a part of the greater Atlantic Greenway Network, and comprises a critical component of the bicycle facilities throughout the City of Miami Beach. It connects Indian Beach Park on the south to the North Beach Recreational Trail at Allison Park with a 2-mile paver walkway, continuing the City's unique branding qualities.

The path was permitted in accordance with the Florida Dept. of Environmental Protection's and the Florida Fish and Wildlife Conservation Commission's regulations, as the entirety of the project lies within State-owned lands. The scope of work included extensive public outreach, branding and site design, coastal engineering, dune planting plans, lighting design, and bidding and construction administration. The project connects business districts, cultural/tourism centers, parks, residential neighborhoods and the beaches, and it completed a major portion of the essential north-south connector of the AGN to facilitate pedestrian and non-motorized transportation throughout the City.

CGA also provided public outreach components related to this transportation and recreational component to the City's bicycle infrastructure. This included conducting one-on-one meetings with over 39 HOAs, holding public community outreach meetings, conducting meetings with key stakeholders, and preparing and delivering presentations to committees, boards and community interest groups.





APPROXIMATE PROJECT SIZE: 2 Miles
PROFESSIONAL FEES: $ 534,000
CONSTRUCTION COST: $ 13,000,000

In-house CGA services provided for this project:

[X] Landscape Architecture	[X] Civil Engineering	[ ] Public Outreach
[X] Urban Design	[ ] Traffic Engineering	[X] Constr Admin / CEI
[ ] General Planning	[ ] Water / Wastewater Eng	[ ] Website Development
[ ] Redevelopment Srvcs	[X] Electrical Engineering	[ ] GIS Mapping & Analysis
[ ] Arch Visualizations & 3D	[X] Environmental Srvcs	[ ] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 17

21. TITLE AND LOCATION (City and State)
Bryn Mawr Neighborhood Sanitary Sewer Extension
Mangonia, FL

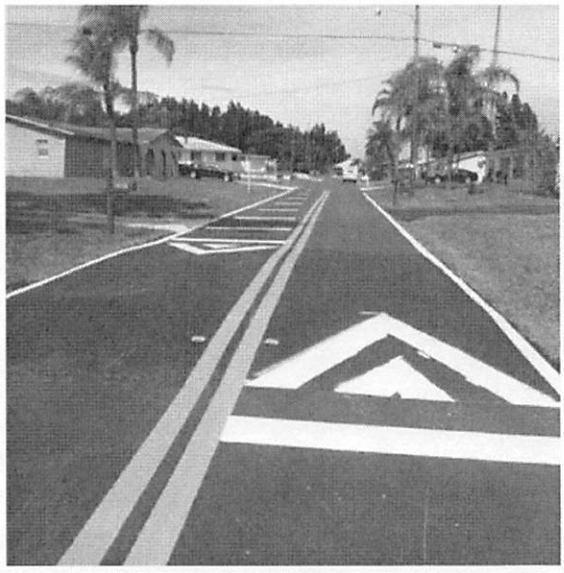
22. YEAR COMPLETED
PROFESSIONAL SERVICES: 11/2018-10/2020
CONSTRUCTION (If applicable): 2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
TOWN OF MANGONIA PARK (TOWN)	Kenneth Metcalf Town Manager	561.848.1235 krnetcalf@tompfl.com

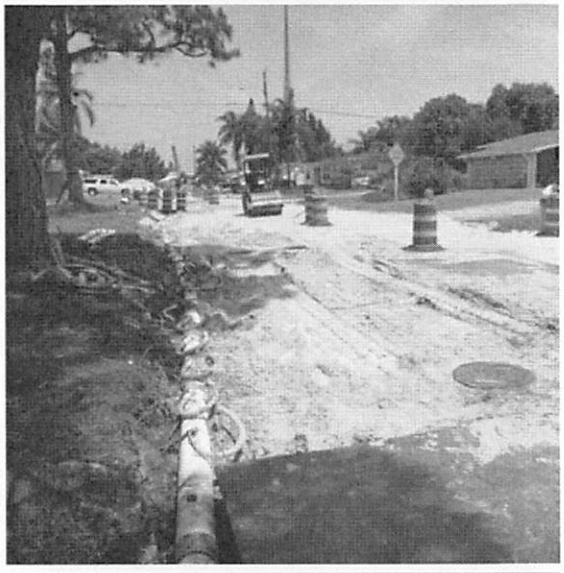
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

CGA assisted TOWN with the conversion of 18 residential properties in the Bryn Mawr neighborhood from onsite sewer treatment septic tank systems to a new sanitary sewer collection system. The project included performing a survey of the project area to document the existing conditions and location of the onsite treatment systems, preparation of the new sanitary sewer collection system design, obtaining approval from the PBC-DOH, bidding assistance to select the most responsive and responsible contractor, and providing construction management and inspection services. A key component of this project was to locate the existing onsite treatment systems to confirm the future connection to the sanitary sewer system would meet the proper pipe slope requirements. This required accessing the private properties with the Town Staff after receiving approval from the property owner. Multiple public meetings were held with the property owners to provide updates on the project and assurance the overall goals for the project are being met. The project was designed to demolish the septic tanks in-place while minimizing disruption to the private properties by placing the point of connection to the new sanitary sewer system at the right-of-way in a location to accommodate the shortest distance to the connection at the buildings. During the construction phase, CGA performed inspections to ensure the project was being built in substantial conformance with the design and prepared the permit closeout documentation required by the PBC-DOH.



The project was US Department of HUD funded through the CDBG program that was administered by the PBCHES. This Agreement between the TOWN and PBCHES required compliance with all Federal requirements including Section 3 of the Housing and Community Development Act of 1968, and the Davis-Bacon Act. CGA assisted the TOWN with compliance of this Agreement by reviewing contractor's applications for payment and certified payroll, performing interviews with the contractor's employees, and managing the documentation through the online cloud based portal called Elation Systems that was required by PBCHES.

APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 44,918.00
CONSTRUCTION COST: $ 390,048.00



In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☒ Constr Admin / CEI
☐ General Planning	☒ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☐ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 18

21. TITLE AND LOCATION (City and State)
Pembroke Pines WWTP Rehabilitation Design Build Criteria
Pembroke Pines, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2018 - 2019	2019 - Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF PEMBROKE PINES	Jon Cooper, PE Environmental Services Director	954.518.9040 JCooper@ppines.com

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

The Pembroke Pines Wastewater Treatment Plant (WWTP) is located at 13955 Pembroke Road, Pembroke Pines, Florida. The WWTP has a design capacity of 9.5 million of gallons per day (mgd). The WWTP consists of headworks, two surge tanks, five wastewater treatment units, sludge tank, sludge dewatering building, effluent storage tank, two deep injection wells and one effluent basin.



The City proposed to rehabilitate the East Influent Pump Station, East Surge Tank, Treatment Unit No. 5, West Surge Tank, and repair the air piping and odor control FRP duct. CGA assisted the City with the development and production of a Design Criteria Package for the Design-Build rehabilitation. The rehabilitation scope of the influent pump station included eight influent pumps, piping, valves, drain pumps system, modification to existing sump, control panels with variable frequency drives (VFDs) and improvements to existing canopy and new service crane. The surge tanks rehabilitation included replacement of all aeration system, modifications to air scrubber system, relocate transducer, blast and coat all surfaces of the tanks, replace air actuator valve and repair of corroded areas. The treatment unit no. 5 rehabilitation included modifications to existing air header, clarifier drive, replacement of diffuser system, reinforce carbon steel walls, replace clarifier sludge return pipe, replace existing fabric cover of digester, replace weirs on clarifier, install new spray wash system for effluent launders, electrical and control improvements. The odor control FRP duct included the repair of ductwork along the WWTP and surface preparation and paint of all existing FRP ductwork.

The project scope consisted of design, producing preliminary (30%) plans and technical specifications, bidding assistance, recommendation of award during the evaluation of the Guaranteed Maximum Price ("GMP") contract and design services during construction as required by the City.

APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 94,240.00
CONSTRUCTION COST: $ 4,047,226.00

In-house CGA services provided for this project:

- [ ] Landscape Architecture
- [ ] Urban Design
- [ ] General Planning
- [ ] Redevelopment Srvcs
- [ ] Arch Visualizations & 3D
- [x] Civil Engineering
- [ ] Traffic Engineering
- [x] Water / Wastewater Eng
- [x] Electrical Engineering
- [ ] Environmental Srvcs
- [ ] Public Outreach
- [x] Const Admin / CEI
- [ ] Website Development
- [ ] GIS Mapping & Analysis
- [x] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 19

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED: PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Master Lift Station No. 8 and Force Main Davie, FL	2009 - 2013	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
TOWN OF DAVIE	Renuka Mohammed Utilities Director	954.327.3768 Renuka_Mohammed@davie-fl.gov

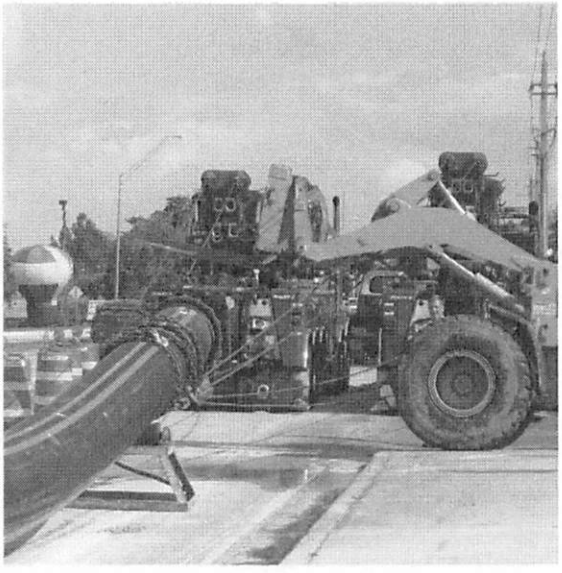
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

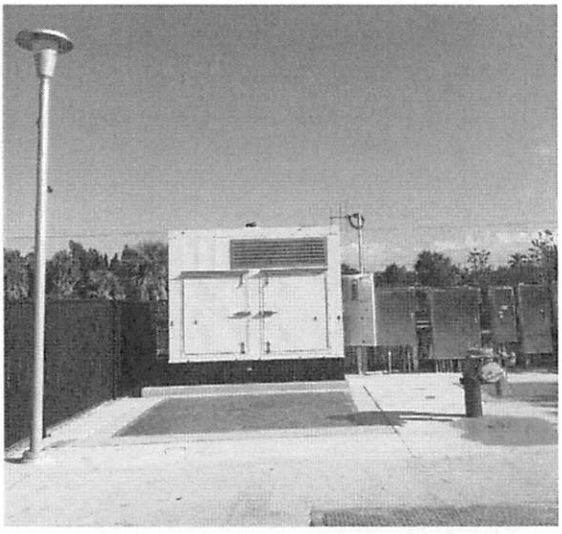
CGA designed a new Master Lift Station No. 8 and force main that serves approximately 50% of the wastewater generated within the Town of Davie's service area. The existing station was comprised of a suction lift pump configuration that was undersized for the current demand and was approaching the end of it's design life. The new Lift Station No. 8 transmits approximately 2.0 Million Gallons per Day (MGD) of wastewater through a 24-inch diameter force main to the existing Headworks facility at the Town of Davie's Wastewater Treatment Plant (WWTP). Portions of the new force main were designed using the horizontal directional drilling method for installation to reduce impacts to the surrounding residents and businesses. The project also included improvements to the Headworks facility to allow for the increased capacity.

Due to the space restraints at the existing Lift Station No. 8, multiple locations were investigated for the new Lift Station No. 8. CGA coordinated meetings with the adjacent property owners and the Town of Davie's staff to determine the best location to meet the goals of the project. Once the location was agreed upon, CGA provided the legal description and sketch for a new utility easement to allow access for future maintenance.

At the completion of the design and permitting phase of this project, CGA managed all bidding activities to select the most responsive and responsible contractor. After the selection was made, CGA provided construction services to ensure the project was constructed in substantial conformance to the contract documents.

CGA also assisted the Town of Davie with acquiring funding assistance for this project through the State of Florida Clean Water State Revolving Fund (SRF) loan program.





APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 370,000.00
CONSTRUCTION COST: $ 3.8 Million

In-house CGA services provided for this project:

☐ Landscape Architecture	☒ Civil Engineering	☐ Public Outreach
☐ Urban Design	☐ Traffic Engineering	☒ Constr Admin / CEI
☐ General Planning	☒ Water / Wastewater Eng	☐ Website Development
☐ Redevelopment Srvcs	☒ Electrical Engineering	☐ GIS Mapping & Analysis
☐ Arch Visualizations & 3D	☐ Environmental Srvcs	☒ Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

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: 20

21. TITLE AND LOCATION (City and State)
Andrews Avenue Roadway Improvements
Oakland Park, FL

22. YEAR COMPLETED

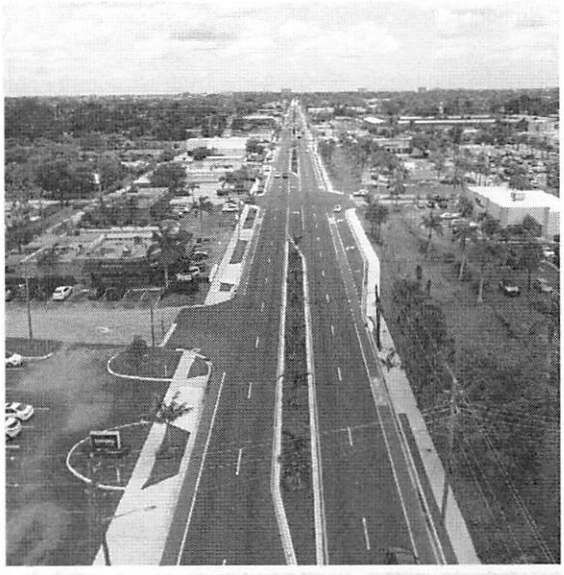
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
2015 - 2019	2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME (at time of contract)	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF OAKLAND PARK	Lori Douvris Project Manager	954.630.4200 Lori.Douvris@oaklandparkfl.gov

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

The improvements to Andrews Avenue from Prospect Road south to Oakland Park Boulevard was funded by a Transportation Enhancement grant through the FDOT District 4, which required it to follow FDOT LAP submittal requirements. The scope of this project includes construction of a landscaped median, reconstruction of existing sidewalks to meet current ADA standards, adding bicycle lanes, and a mid-block crossing for pedestrians, turn lane analysis, milling and resurfacing, signing and pavement markings, pedestrian lighting and conventional roadway lighting modifications. Permitting is required through Broward County Environmental Protection and Growth Management Division (BCEPGMD), Broward County Highway Construction and Engineering Division (BCHCED), Broward County Traffic Engineering Division (BCTED), and the City of Oakland Park.



Transportation Enhancement Grant

CGA conducted a route survey of Andrews Avenue and prepared accompanying conceptual civil engineering, landscape, hardscape design, and planting plans as components for the Broward County Transportation Enhancement Grant, administered through the Metropolitan Planning Organization. The focus of the redesign was to apply 'Complete Streets' principles to the corridor to include an access management plan, extensive new medians construction, median and ROW planting, the narrowing of travel lanes, provision of safe and improved crosswalks, new street lighting, and the provision of bicycle lanes. CGA's ability to quickly turn around a conceptual design and in preparing a solid application package lead to the City's success in winning the grant award for $1 Million to be disbursed in FY17-18.



APPROXIMATE PROJECT SIZE: N/A Acres
PROFESSIONAL FEES: $ 227,310.00
CONSTRUCTION COST: $ 2,000,000.00

In-house CGA services provided for this project:

[X] Landscape Architecture	[X] Civil Engineering	[ ] Public Outreach
[ ] Urban Design	[X] Traffic Engineering	[X] Constr Admin / CEI
[ ] General Planning	[ ] Water / Wastewater Eng	[ ] Website Development
[ ] Redevelopment Srvcs	[X] Electrical Engineering	[ ] GIS Mapping & Analysis
[ ] Arch Visualizations & 3D	[X] Environmental Srvcs	[X] Surveying and Mapping

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Calvin, Giordano & Associates, Inc.	Fort Lauderdale, FL	Prime Consultant: Project Management and all in-house services identified above.
b.			
c.			
d.			
e.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Jenna Martinetti, PE	Project Manager	X	X	X	X	X	X	X	X	X	X
Nicholas W. Kanelidis, PE	Civil Engineer	X	X			X	X	X	X	X	X
David Stambaugh, PE, DBIA	Infrastructure Engineer	X	X	X		X	X		X		X
Emeliz Torres, PE	Civil Engineer			X		X					
James Messick, PE	Civil Engineer	X	X		X	X	X	X			
James Hart, PE	Engineer	X	X				X				
Keisha Westbrook, PE	Civil Engineer					X					
Jorge R. Cervantes, PE	Electrical Engineer	X	X	X		X	X				
Curt Alexander	Civil Designer			X							
Tavares Jackson	Civil Engineer					X				X	
Maged M. Guirguis, PE	Civil Engineer					X					
Diana (Rivas) White, PE	Transportation and Mobility Engineer					X	X			X	
Pablo Chon Kan-Munoz	Traffic Engineer					X					
Carlos Lemus	Senior CAD Designer										
Lee C. Rowbotham	Senior CAD Technician						X				
Steve M. Watts, PSM	Survey and Mapping Director	X	X	X	X	X	X	X	X	X	X
Erik Padron, PE	CEI Director										
Randy Stokes	Director of Construction Engineering					X		X			
Michael D. Conner, ASLA, PLA, ISA	Landscape Architect	X		X			X				
Gianno Feoli	Landscape Urbanist						X				

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	SW Hallandale Beach Drainage Improvement	6	Expanded Lloyd Estates Residential & Industrial Improvement
2	Sewer Pump Station D-41 Replacement	7	Point Lake Canal Sub-aqueous WM Crossing to Biscaya Island
3	Community Development Block Grant Mitigation Funding Assistance	8	Croissant Park Water Main Improvements
4	Hallandale Beach Stormwater 44 Year CDBG	9	SE 2nd Ave, SE 7th St, and SE 1st St Water Main
5	Miscellaneous Engineering Services, Dania Beach, FL	10	Pines Village Phase I Water Main Improvements

STANDARDFORM330(REV.7/2021)-SF330-G_FORTLAUDERDALECIVILENGINEERING

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Marcos Mendoza	Irrigation and Site Design	X				X	X				
Robert W. Vonderahe	Field Survey Operations and Technician						X				
Erin Sudman	Public Information Officer										
Drew Lindermann	Environmental						X				

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	SW Hallandale Beach Drainage Improvement	6	Expanded Lloyd Estates Residential & Industrial Improvement
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STANDARDFORM330(REV.7/2021)-SF330-G_FORTLAUDERDALECIVILENGINEERING

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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		11	12	13	14	15	16	17	18	19	20
Jenna Martinetti, PE	Senior Project Manager	X	X	X	X	X	X			X	X
Nicholas W. Kanelidis, PE	Civil Engineer			X	X					X	
David Stambaugh, PE, DBIA	Infrastructure Engineer						X	X	X	X	X
Emeliz Torres, PE	Civil Engineer								X		
James Messick, PE	Civil Engineer			X	X	X					
James Hart, PE	Chemical Engineer								X	X	X
Keisha Westbrook, PE	Civil Engineer										
Jorge R. Cervantes, PE	Electrical Engineer		X			X	X				X
Curt Alexander	Civil Designer						X	X			
Tavares Jackson	Civil Engineer										
Maged M. Guirguis, PE	Civil Engineer										
Diana (Rivas) White, PE	Transportation and Mobility Engineer	X	X				X				X
Pablo Chon Kan-Munoz	Traffic Engineer	X									
Carlos Lemus	Senior CAD Designer	X									
Lee C. Rowbotham	Senior CAD Technician		X		X		X	X			
Steve M. Watts, PSM	Survey and Mapping Director	X	X		X	X	X		X	X	X
Erik Padron, PE	CEI Director										
Randy Stokes	Director of Construction Engineering										
Michael D. Conner, ASLA, PLA, ISA	Landscape Architect		X			X	X				X
Gianno Feoli	Landscape Urbanist		X			X	X				X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
11	Complete Street and Other Localized Initiatives Program (CSLIP) Weston	16	Middle Beach Recreational Corridor - Phase II
12	Nova Drive Improvements, Davie, FL	17	Bryn Mawr Neighborhood Sanitary Sewer Extension
13	Sanitary Sewer Hydraulic Model and Evaluation	18	Pembroke Pines WWTP Rehabilitation Design Build Criteria
14	Phase 3C Potable Water and Sanitary Sewer Improvements	19	Master Lift Station No. 8 and Force Main
15	Mills Pond Park - Fort Lauderdale, FL	20	Andrews Avenue Roadway Improvements - Oakland Park, FL

STANDARDFORM330(REV.7/2021)-SF330-G_FORTLAUDERDALECIVILENGINEERING

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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		11	12	13	14	15	16	17	18	19	20
Marcos Mendoza	Irrigation and Site Design		X			X	X				
Robert W. Vonderahe	Field Survey Operations and Technician	X						X			X
Erin Sudman	Public Information Officer						X				

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
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13	Sanitary Sewer Hydraulic Model and Evaluation	18	Pembroke Pines WWTP Rehabilitation Design Build Criteria
14	Phase 3C Potable Water and Sanitary Sewer Improvements	19	Master Lift Station No. 8 and Force Main
15	Mills Pond Park - Fort Lauderdale, FL	20	Andrews Avenue Roadway Improvements - Oakland Park, FL

H. ADDITIONAL INFORMATION

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

Calvin, Giordano & Associates, Inc. has successfully combined creativity and problem-solving skills to provide our clients with exceptional services. Our approach stems from the principle that the most successful design and solutions are accomplished by a team of experienced professionals who work closely with our clients throughout a project.

We are committed and prepared to work diligently for the City of Fort Lauderdale and the community it serves. CGA will utilize all available resources within our talent pool and also technologically, to assemble the best course of action for the services we will provide for the City. This includes teaming up with other firms which will act as our sub-consultants to align each functional area of interest outlined by the City and our services. These firms are:

Sub-Consultant	Area of Expertise
Barnes, Ferland and Associates, Inc.	Environmental and Sub-Service Utility
Cummins Cederberg	Coastal and Marine Engineering
GPI Geospatial	Photogrammetry and Remote Sensing
Hillers Electrical Engineering, Inc.	Electrical Instrumentation
Lakdas / Yohalem Engineering, Inc.	Structural Engineering
Nutting Engineers of Florida	Geotechnical Engineering

We offer a complete suite of services which allows us to address the multiple interrelationships between architectural, engineering, transportation and planning disciplines. One feature that differentiates us is our availability to offer a broad range of services typical of a much larger firm, but with personalized attention of a smaller firm.

Calvin, Giordano & Associates, Inc. is recognized as one of the leading municipal consulting firms in Florida. For 85 years, our top priority has been client satisfaction and is the most important aspect of our continuing work with our clients.

I. AUTHORIZED REPRESENTATIVE

The forgoing is a statement of facts.

31. SIGNATURE	32. DATE
	03.25.2022

33. NAME AND TITLE

Chris Giordano, MSC, CCM **President**

ARCHITECT - ENGINEER QUALIFICATIONS

RFQ # 12637-421

PART II - GENERAL QUALIFICATIONS

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

CALVIN, GIORDANO & ASSOCIATES, INC.			1937	FEIN 65-0013869
1800 ELLER DRIVE, SUITE 600			CORPORATION	
FORT LAUDERDALE	FLORIDA	33316		
CHRIS GIORDANO, MSC, CCM PRESIDENT				
954.921.7781	Marketing@CGAsolutions.com			

A. M.E. BERRY & ASSOCIATES B. BERRY & CALVIN, INC.	A. 1937 B. 1985	044297369

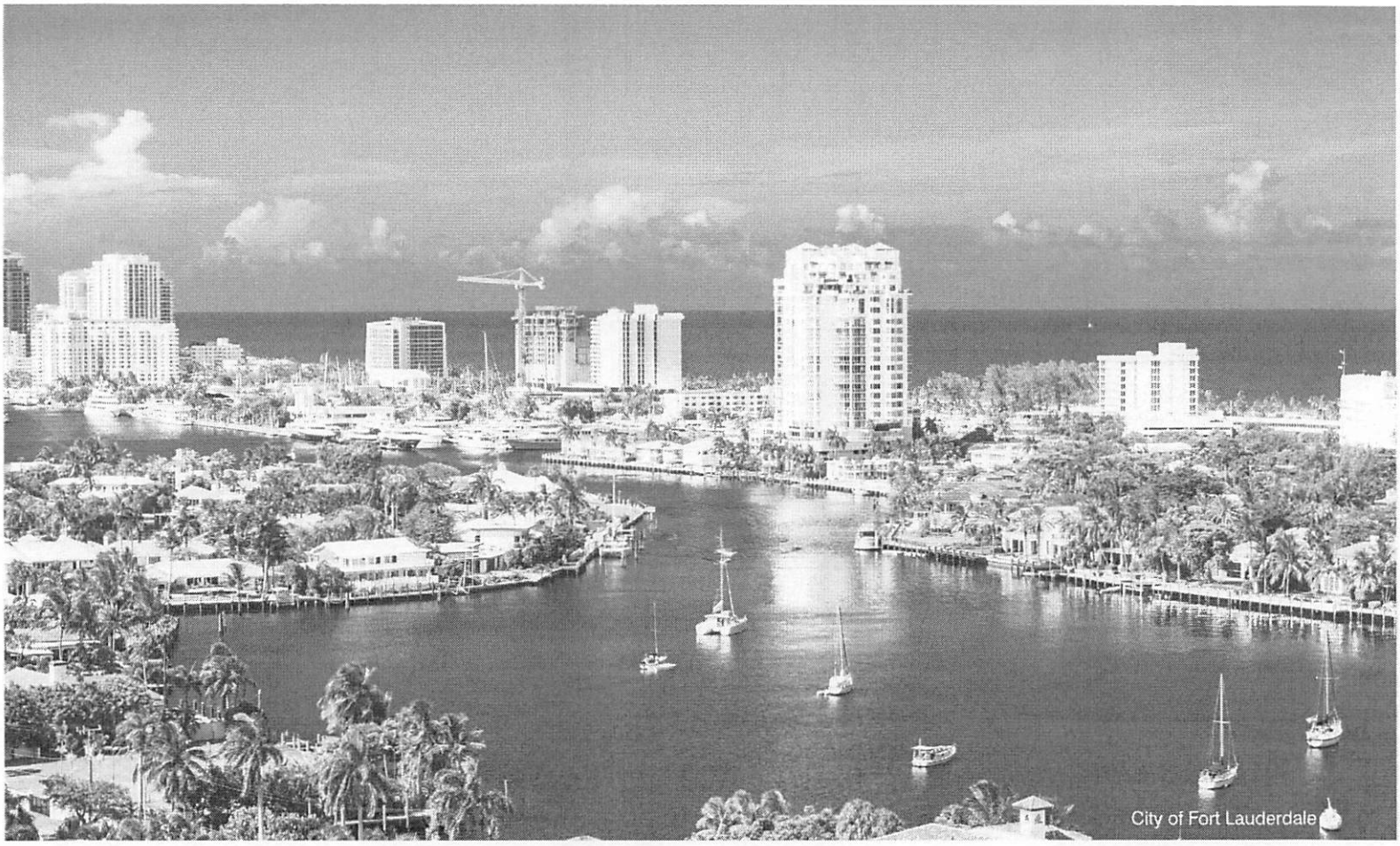
02	Administrative	74		C08	Codes, Standards, Ordinances	1
07	Biologist/Indoor Air Quality	1		C15	Construction Management	4
08	CADD Technician	5		C18	Cost Estimating	4
10	Chemical Engineer	1		E03	Electrical Studies & Design	6
12	Civil Engineer	16		E09	Environmental Impact Studies	3
15	Construction Inspector	28		G04	GIS: Dev't, Analysis, & Data Collection	4
21	Electrical Engineer	1		G06	Graphic Design	1
24	Environmental Scientist	1		H07	Highways, Streets, Airfield Paving	4
24	Environmental Scientist - Field Crew	1		I06	Irrigation	4
29	Geographic Information Specialist	10		L03	Landscape Architecture	4
38	Land Surveyor	1		O01	Office Buildings, Industrial Parks	3
38	Land Surveyor - Field Surveyors	7		P05	Planning (Community, Regional, & State)	4
39	Landscape Architect	2		P06	Planning (Site, Installation, & Project)	7
39	Landscape Designers & Inspectors	3		S04	Sewage Collection, Treatment & Disposal	4
47	Planner: Urban/Regional	9		S10	Surveying: Platting, Mapping, Flood	8
48	Project Manager	1		S13	Storm Water Handling & Facilities	6
52	Sanitary Engineer	1		T03	Traffic & Transportation Engineering	3
60	Transportation Engineer	3		T04	Topographic Surveying & Mapping	8
	Code Enforcement Specialists	16		U02	Urban Design	2
	Permitting Specialists	24		U02	Urban Renewals, Community Development	4
		184		W03	Water Supply; Treatment & Distribution	8
		389		Z01	Zoning, Land Use Studies	3

	0
	8
	8

03.25.2022

CHRIS GIORDANO, MSC, CCM PRESIDENT

TAB 5



Approach

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Approach, Methodology and Scheduling

APPROACH

CGA and the Project Manager (PM) understand the scope of this contract is for continuing civil engineering services that fall within the CCNA guidelines. We understand the projects could range from studies, plan review, design projects, or construction management of projects and therefore the CGA team has provided either in-house staff or qualified sub-consultants equipped to handle projects varying in nature and timeline.

At CGA, excellent project management skills are the cornerstone to any successful project, large or small. Regular and efficient communication between our company and the City designated representative will be paramount to the success of the project. The CGA team management of this contract is based on the following elements:

- ✓ Complete understanding of the technical requirements
- ✓ Communication with City and amongst the team
- ✓ Pro-active leadership that strives for client satisfaction, achievement, and success
- ✓ Experienced team of professionals ready to resolve unique issues through the most innovative solutions
- ✓ Guaranteed staff availability
- ✓ Emphasis on teamwork and quality control
- ✓ Exceeding our clients' expectations for schedule and budget
- ✓ Cutting edge software portfolio

Our multi-disciplinary approach, in-depth experience, and broad range of services enables us to coordinate effectively and seamlessly with our clients, other disciplines and consultants, and the multitude of public and private agencies necessary to keep our projects on track and on schedule.

Whether a large utility project, small neighborhood CDBG project, a Mobility Advancement Program improvement, or park rehabilitation project, the general project approach is similar. Upon request for a cost proposal, CGA will meet with the City to clarify specific requirements of the project scope, define the project budget and understand the schedule. A cost proposal will be provided including a narrative of scope, deliverables, and summary of compensation. Once the task order is executed and a Notice to Proceed (NTP) issued, the project manager (PM) will provide the detailed scope and schedule to team members at the internal project "Kick-off Meeting." The primary purpose of the "Kick-off Meeting" is to:

1. Clarify the quality control/quality assurance requirements to be followed;
2. Discuss the critical elements affecting the overall schedule; and
3. Review methods to ensure effective communication is maintained throughout the design process.

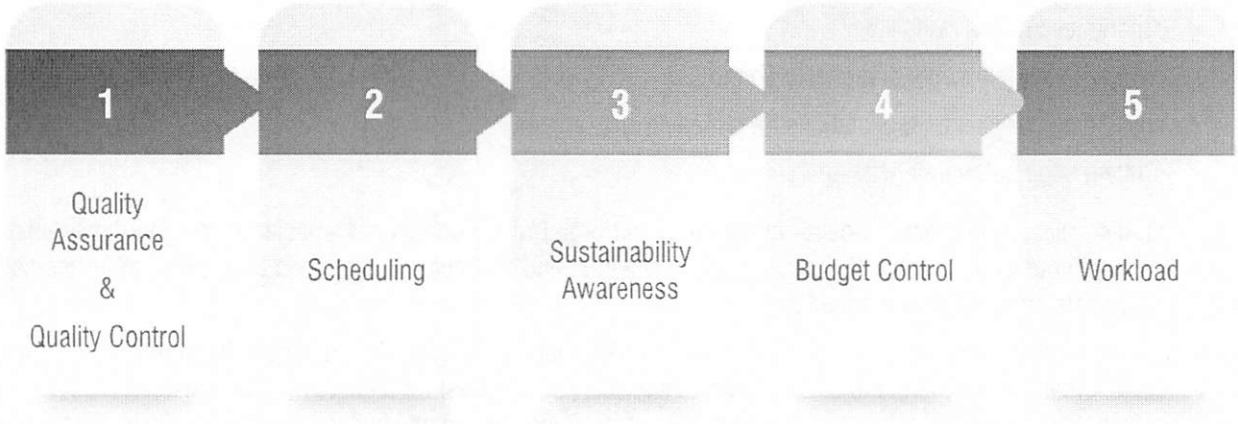
This process is followed for all task orders however below is an example approach for a typical engineering design project.

After the PM reviewes the project information with the team and the City, CGA will then begin the inventory and data collection process by researching and obtaining available documents such as grant commitments, existing studies, records and as-built information for the project corridors. Information and insight from City staff regarding the history of the areas will supplement the research. In conjunction with this task, the project team will perform the design survey. The utility coordination process kicks off by sending out utility information request letters to all utility agency owners within the project limits. Coordination with any adjacent projects and upcoming developments would also occur during this phase.

Once all the information has been assembled through the inventory and data collection phase, design analyses begins. Site visits to the corridor to confirm utility and survey information as well as familiarize the project team with controlling design elements and the project corridor. These site assessments are critical during this analysis phase as well as throughout the life

of the design project. A concept plan is developed to confirm the design layout and intent. These plans can also be utilized to begin the pre-application process with the review and permitting agencies, begin the public outreach process, and route plans to relevant City staff. Once City and stakeholder input have been obtained and the concept is approved by the city, the design team will enter the design and permitting process. This process involves additional meetings with the City staff to be sure the project is moving in the intended direction and on schedule. During the design process, CGA implements the company-wide QA/QC process before releasing plans for City or outside agency review. Maintenance of Traffic (MOT)/Traffic Control Plans are critical for all projects due to the business and residential impacts of construction within the City. CGA staff has FDOT's advanced temporary traffic control (TCC) certification required to prepare MOT plans and will work with the City, stakeholders and local event schedules to ensure a smooth and successful MOT plan and criteria package is developed. Once the client and regulatory agencies approve the final design, the construction documents will be finalized and turned over to the City for bidding. The team will attend the pre-bid meeting and assist the City in responses to contractor requests for information (RFI's), issuing addenda and bid evaluation. Once the contract is awarded, post design services include a hand-off meeting to the CEI/construction engineering group, a pre-construction meeting with the contractor, review and approval of shop drawings, responses to RFI's, and support to the construction manager, as needed during construction.

A few additional components to accomplish our projects efficiently are:



1. Quality Assurance (QA) and Quality Control (QC)

The CGA Team recognizes the importance of a superior quality product and the need of a systematic QA/QC plan to assure excellence and client satisfaction. The CGA Team Quality Control Plan is based on the ability to provide the finest product that will be extensively reviewed for facts, evidence, errors and omissions.. A detailed QA/QC plan is applied to each task order to identify and coordinate responsibilities, and describe the procedures and standards to be utilized. This plan facilitates independent checks, reviews, verification of all data, as well as standard compliance for the proper coordination and production documents as part of this contract.

CGA performs QA/QC of the plans and specifications at 30%, 60%, 90%, bidding, and prior to issuance of final Construction Documents. At each of the project progress levels, the design plans and specifications are first reviewed by the EOR for Quality Assurance and then routed for Quality Control review by the CADD Manager, an Independent Professional Engineer, the Traffic Engineer (where warranted), the Construction/CEI Director, and the Quality Control Director.

The CGA Team QA/QC plan includes at a minimum the following elements to ensure that the production meets accuracy and timeliness: Understanding of the scope; verification of accuracy of data and field procedures; establishment of check and balances; guidance of staff in compliance with QA/QC procedures; constructability of the plans, verification of updated standards and methodologies; field observations; and supplemental documentation.

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2. Scheduling

The CGA Team is committed to providing the City of Fort Lauderdale with a high-quality project by meeting the City's schedule and budget requirements, as well as assign the most qualified and dependable staff to carry out the work required under this contract. The CGA Team understands that a schedule is intended not only for the consultant, but also for the City to coordinate their resources for budgeting, reviewing submittals, and for reporting to other staff members and departments.

We value the importance of meeting milestones dates, review dates, and final submittal dates. The Project Manager will be responsible for assigning tasks to the various departments within CGA as well as to any applicable sub-consultant. At the kick-off meeting, the team will be introduced to the scope, the budget and the timeline. The Project Manager will define the various elements of the project and describe the QA/QC requirements at this meeting. The team's Project Manager will periodically review the progress of the project to assure that we are meeting the project schedule and budget as initially approved by the City. The CGA Project Manager will then update City staff of the project progress. Regular project meetings will be held, as needed, with the City staff for all phases of the project. The CGA attendees present at the meetings will be dependent on the complexity and the phase of the project. To minimize budget impacts, some of these meetings could be virtually attended by CGA staff and sub-consultants. These meetings will be focused on adherence to the project timeline, quality control, budget, and on the resolution of any project related items.

3. Sustainability Awareness

CGA understands the City's vulnerabilities to the impacts of climate change. Climate change is a global issue with regionally specific impacts. Of the many factors that may challenge community resiliency, climate change is a critical force.

Due to the geophysical location and characteristics of the City, sea level rise alone has the potential to be enormously disruptive and destructive both physically and economically. The challenges associated with the rising sea includes:

- Intrusion into the freshwater source for potable water.
- Increases in storm surges.
- Impacts of King Tide events.
- Jeopardized viability of protective nearshore freshwater vegetative systems.
- Decreasing functionality of the stormwater drainage systems.
- Intrusion into stormwater and sewer systems where leaks occur in aging infrastructure.
- Flooding in neighborhoods and roadways.
- Releases of contaminants, debris, or hazardous materials associated with flooding.
- Rising ground water elevations, and
- Loss of services and impaired access to infrastructure.

Resilience planning is challenged in that our porous geology does not allow for protection from sea level rise just through the use of levees or seawalls, the relatively flat topography increases the area prone to flooding and subject to surge, the dense urban development limits open space and green infrastructure options, the rising seas are impeding drainage of the existing flood control system, and the protections provided by offshore reefs and other marine systems are degrading due to ocean acidification. Seawalls can however provide a level of protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels in canals. CGA understands these vulnerabilities and challenges. With each project that is assigned, CGA and our sub-consultant team are committed to ensuring the most tangible and feasible mitigation and adaptation strategies are incorporated into each project to enhance the resiliency of the City to the impacts from climate change.

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

4. Budget Control

The approach to controlling project budgets, an important management technique, is to identify if the budget is sufficient for the scope of work being requested at the beginning of a project and track the budget throughout the life of the project. CGA works with the City to understand the basis of the budget number to help ensure that additional scope is not added without consideration on how this affects the budget. With each design milestone, cost estimates are prepared for comparison to the budget. The unit prices in the cost estimates are constantly being updated with the best available information at that time and are subject to change even when additional scope is not added due to variation in the construction industry. CGA maintains a database of unit prices that is updated with each project bid received to track construction industry costs as accurately as possible. If a project is in jeopardy of being over budget, immediate attention is provided to address why and determine what steps need to be taken.

Another method of cost control during construction is CGA's multidisciplinary constructability review as part of our Quality Assurance/Quality Control process described above. This review specifically ensures that the plans make sense from a construction perspective and is intended to minimize potential problems in the field during construction.

5. Workload

The CGA Team is committed to serving the City and to delivering task work order assignments on-time and within budget. The CGA Team of professionals has been specifically selected, based on past performance, experience in the City, and innovation, to offer the available resources and the technological capabilities to serve the City in all the tasks envisioned under this contract. CGA and each of the sub-consultants have availability for this contract and existing workload will not impact the needs of this contract. As a team we commit all the resources necessary to provide timely responses as City requests arrive. We ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others.

Firm Software Portfolio

CGA uses technology to improve customer service, increase efficiency, provide consistency, and ease the experience for our clients. We pride ourselves for utilizing the latest available technology. We will work with the County's preferred software and file formats for any printed and electronic documents required. Our software portfolio includes:

- Adobe Acrobat
- Adobe Illustrator
- Adobe Photoshop
- Adobe InDesign
- AutoCAD
- Civil 3D
- Microstation
- ICPR
- Visual and AGI (Photometrics)
- Generator sizing software
- EDR
- WaterCAD Photometric
- Hydraflow
- Adobe PageMaker
- ArcGIS
- MS Office Suite
- Rhino 3D
- SketchUP
- Ajera

CGA utilizes Ajera to manage the full project life cycle of each project. As one of our project management tools, the system controls all aspects of the project including accounting, project management, and resource utilization in real-time. This system is web based allowing both internal and remotely placed employees full function capabilities via any Internet connection.

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

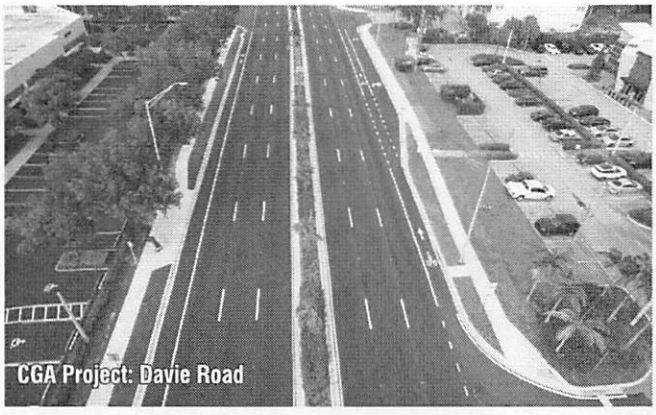
Securing Approvals from Permitting Agencies

The agency-review process in South Florida often involves a complex number of overlapping jurisdictions. This requires a consultant with not only the technical knowledge and the ability to advocate on behalf of the City, but also the relationships with the agencies and the sensitivity towards residents and property owners to guarantee a successful project on all fronts. You will find all of those traits in CGA. We have worked extensively with Broward County Traffic Engineering, Broward County Highway Construction and Engineering Division, FDEP, FDOT District IV, South Florida Water Management District, Broward County Water and Wastewater Division, Broward County Surface Water Management, and the Army Corps of Engineers.

For the majority of our government-sector work, we have been responsible for all permitting associated with the projects we have developed for our clients. In that capacity, we have planned and organized the construction plan's submission, approval, and permit issuance procedures. That has included managing and overseeing the construction application approval process; handling difficult and complex review problems; conferring with project owners and developing a permitting strategy and timeline; and monitoring, tracking and following-up on the completion and progress of on-going permit processes. CGA also has dedicated staff that specifically provide building department plans reviews, including reviewing plans against standards of the Florida Building Code, National Electric Code, ADA, Fire, etc. The team of dedicated staff work in support of design professionals, as in-house 3rd party reviewers, and as plans reviewers for specific municipalities.

Conclusion

Collectively the CGA team is a powerhouse of knowledge and includes team members which have served the City in different capacities previously. This means that we have the sense of practicality in making recommendations to the City because our team truly possess the experience and know-how of the issues and how to resolve them. Whether plan review, technical resource staffing or project specific task orders are required, the CGA team has the resources, skills, leadership, and desire to deliver successful services on-time and within budget to the City of Fort Lauderdale.


CGA Project: Davie Road


CGA Project: Bal Harbour Village Water Main Improvement


CGA Project: Tequesta Park


CGA Project: Hallandale Beach SW Drainage

TAB 6



References

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

References

The following municipalities staff can be contacted to seek references regarding our projects and experience:

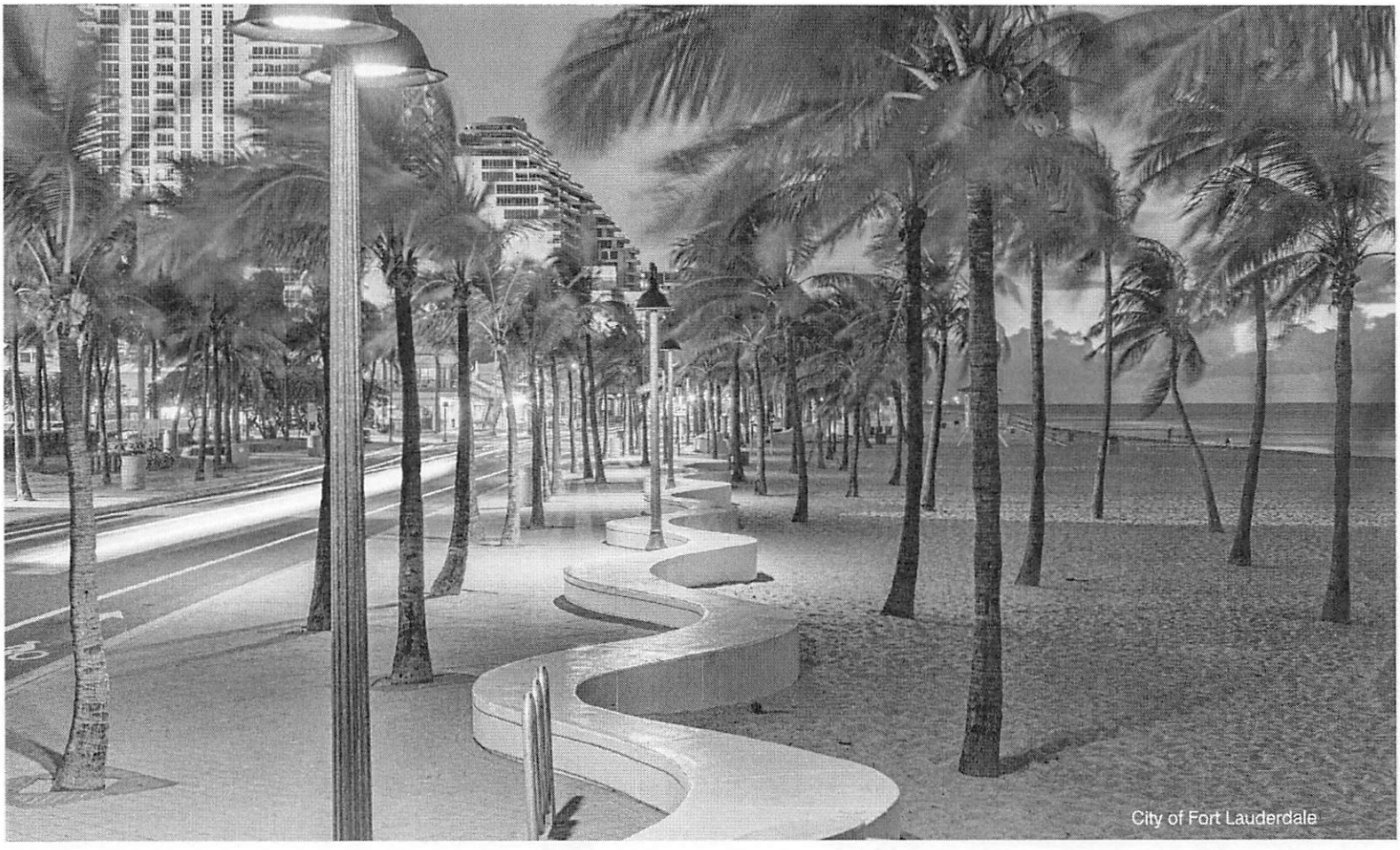
Municipality	**Town of Davie**
Contact Name and Title	Jonathan Vogt, Town Engineer and Renuka Mohammed, Utilities Director
Address	6591 Orange Drive, Davie, FL 33314
Email	Jonathan_Vogt@davie-fl.gov | renuka_mohammed@davie-fl.gov
Telephone Number	954.797.1137
Description of Work	Civil Engineering; Roadway, Traffic and Transportation Engineering, Land Development, Civil-Site and Drainage Systems; Watermain replacement, Water Reuse Mains, Lift Station Rehab, Architectural Landscape; Surveying and Utility; Construction Inspection
Year Project was completed	CGA has provided continuing professional services to the Town of Davie since 1996
Total Cost of the Construction	Multiple on-going projects. CGA will provide additional individual information upon further request of the City

Municipality	**City of Lauderhill**
Contact Name and Title	Herb Johnson, Utility Director
Address	5581 W Oakland Park Blvd., Lauderhill, FL 33313
Email	hjohnson@lauderhill-fl.gov
Telephone Number	(954) 730-4207
Description of Work	Engineering Services, Landscape Architecture, Planning and Zoning and Traffic Engineering
Year Project was completed	On-going services
Total Cost of the Construction	Multiple on-going projects. CGA will provide additional individual information upon further request of the City

Municipality	**City of Hallandale Beach**
Contact Name and Title	Manga Ebbe, Project Manager
Address	630 NW 2nd Street, Hallandale Beach, FL 33009
Email	MEbbe@hallandalebeachfl.gov
Telephone Number	954.597.3700
Description of Work	Civil Engineering; Electrical Engineering, Surveying; Geotechnical Services; Landscape Architecture; Environmental and Construction Services
Year Project was completed	Multiple on-going projects
Total Cost of the Construction	Multiple on-going projects. CGA will provide additional individual information upon further request of the City

Municipality	**Palm Beach County - Water**
Contact Name and Title	Craig Irwin, PE - Project Manager
Address	301 N. Olive Avenue, West Palm Beach, FL 33401
Email	cirwin@pbcwater.com
Telephone Number	561.493.6024
Description of Work	Engineering;
Year Project was completed	2020
Total Cost of the Construction	$ 195,555.00

TAB 7



M/WBE

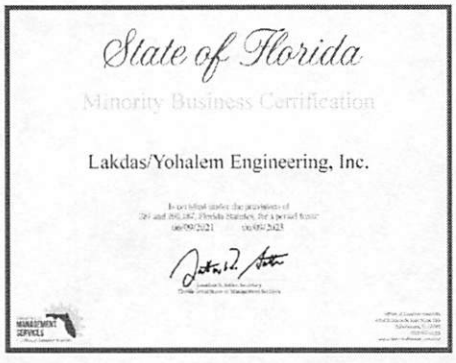
Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

M/WBE

Calvin, Giordano & Associates, Inc. (CGA) does not hold MBE status; however, CGA strives to utilize minority and women-owned business participation within each of our projects, regardless of the requirements outlined under the contract. Due to this commitment, CGA maintains strong relationships with a wide variety of MBE and DBE professional services firm such as geotechnical engineering, traffic engineering, surveying, subsurface utility engineering, structural engineering, and public relations.

CGA takes great care in selecting our teaming partners; accordingly, the City of Fort Lauderdale can be confident that the team chosen for this project are not only the highest quality firms in the industry, but is a team that has a strong history of working together; not a randomly selected firm used to fill a requirement.

For this project, CGA has identified the following MBE and CBE firms to support the project deliverables. A copy of their certifications are included at the end of this section.


State of Florida
Minority Business Certification
Lakdas/Yohalem Engineering, Inc.


BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
September 17, 2020
Mr. Lakdas Nanayakkara
LAKDAS/YOHALEM ENGINEERING, INC.
2211 NE 54th Street
Fort Lauderdale, Florida 33308
Dear Mr. Nanayakkara:
The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's County Business Enterprise (CBE) certification has been renewed.
Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within thirty (30) days from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.
To review current Broward County Government bid opportunities, visit www.browardcounty.gov/purchasing and click on "Current Solicitations and Results". Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $2,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are approved of your current email address.
Your primary certification group is: Architecture/Engineering Services. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the Internet at www.browardcounty.gov and click on "Certified Firm Directories."
Your firm may complete for and perform work on Broward County projects in the following area:
NAICS CODE: 541330, 541340, 541350, 541990
We look forward to working with you to achieve greater opportunities for your business through county procurement.
Sincerely,
Sandy Michael McDonald, Director
Office of Economic and Small Business Development
Cert Agency: BC-CBE
ANNIVERSARY DATE: November 7th


BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
March 5, 2021
Mr. James Overman
CUMMINS CEDERBERG, INC.
Fort Lauderdale, Florida 33312
Dear Mr. Overman:
The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's County Business Enterprise (CBE) has been renewed.
Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within thirty (30) days from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.
To review current Broward County Government bid opportunities, visit www.browardcounty.gov/purchasing and click on "Current Solicitations and Results". Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $2,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are approved of your current email address.
Your primary certification group is: Architecture and Engineering Services. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the Internet at www.browardcounty.gov and click on "Certified Firm Directories."
Your firm may complete for and perform work on Broward County projects in the following area:
NAICS CODE: 237990, 541330, 541620
We look forward to working with you to achieve greater opportunities for your business through county procurement.
Sincerely,
Sandy Michael McDonald, Director
Office of Economic and Small Business Development
Cert Agency: BC-CBE
ANNIVERSARY DATE: DECEMBER 10th


State of Florida
Minority Business Certification
Barnes, Ferland and Associates, Inc.
is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/12/2019 to 03/12/2021


Palm Beach County
Office of Small Business Assistance
Certifies That
Nutting Engineers of Florida, Inc.
Vendor # VC0000131219
is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.35 of the Palm Beach County Code for a three year period from September 30, 2017 to September 29, 2020
The following Services and/or Products are covered under this certification:
Geotechnical Engineering
Foundation Engineering
Environmental Consulting
Inspecting, Structural/Engineering
Quality Control Testing Services for Construction
Allen F. Gray, Manager


Palm Beach County
Office of Equal Business Opportunity
Certifies That
Hillers Electrical Engineering, Inc.
Vendor # HILL0026
is a Small/Minority Business Enterprise (SMBE) as prescribed by section 2-80.21 - 2-80.30 of the Palm Beach County Code for a three year period from
October 17, 2021 to October 16, 2024
The following services and/or products are covered under this certification:
Control Systems Engineering; Electrical Engineering Including Cogeneration Design Services; Engineering Services, Non-Licensed, Not Otherwise Classified; Inspection Services, Construction Type; Inspection Services, Electrical Instrumentation and Control; Instrumentation/Engineering; Programming Services, Computer, Including Mobile Device Applications; System Implementation and Engineering Services; Value Engineering and Value Analysis Services, Professional

TAB 8



Sub-Consultants

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Sub-Consultants

CGA prides itself to partner with qualified and experienced professional in other functional areas which our firm does not cover. We carefully selected a group of firms which broaden our array of services with their expertise and professionalism.

Sub-Consultant	Area of Expertise
Barnes, Ferland and Associates, Inc.	Environmental and Sub-Service Utility
Cummins Cederberg	Coastal and Marine Engineering
GPI Geospatial	Photogrammetry and Remote Sensing
Hillers Electrical Engineering, Inc.	Electrical Instrumentation
Lakdas / Yohalem Engineering, Inc.	Structural Engineering
Nutting Engineers of Florida	Geotechnical Engineering

BFA Environmental Consultants

CUMMINS | CEDERBERG
Coastal & Marine Engineering

GPI

HEE

LAKDAS / YOHALEM ENGINEERING, INC

NEF
NUTTING ENVIRONMENTAL OF FLORIDA, INC.
Your Project Is Our Commitment.

TAB 9



Required Forms

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Supplier Response Form

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) Calvin, Giordano & Associates, Inc. * EIN (Optional): 65-0013869

Address: 1800 Eller Drive Suite 600 *

City: Fort Lauderdale * State: Florida * Zip: 33316 *

Telephone No.: 9549217781 * FAX No.: 9549218807 * Email: marketing@cgasolutions.com *

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

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:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1 *	01/04/2022 *				

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.**

Please refer to our proposal Tab 10 Appendix.

*

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

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

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:

Chris Giordano, MSC, CCM	
Name (printed)	Signature
02/07/2022	President
Date	Title

Revised 4/28/2020

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

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

Calvin, Giordano & Associates, Inc
Company Name

Chris Giordano, MSC, CCM
Name (Printed)

03/28/2022
Date

Signature

President
Title

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

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

Chris Giordano, MSC, CCM
Print Name and Title

03/28/2022
Date

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: RFQ 12637-421

Project Description: Civil Engineering, Continuing Services Contract

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

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Calvin, Giordano & Associates, Inc

Authorized Company Person's Signature:

Authorized Company Person's Title: President

Date: 03/28/2022

9/15/2020

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

ADDENDUM NO. 2

RFP/ ITB No.
TITLE: Civil Engineering services

ISSUED: March 28, 2022

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

1. The opening date has been changed to March 31,2022.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: Calvin, Giordano & Associates, Inc.
(please print)

Bidder's Signature: _____

Date: 03-28/2022

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

ADDENDUM NO. 1

RFP/ ITB No 12637-421

ISSUED: 3/11/2022

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

1. The city prefers form sf330 but use of the form is optional as long as all information on the form is provided. Form is now provided in the solicitation.

2. Local business preference form has been added.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: Calvin, Giordano & Associates, Inc.
(please print)

Bidder's Signature: _____

Date: 03-28-2022

TAB 10



Appendix

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Acceptance of the City Contracts and Agreement Terms

The CGA Contract and Legal team have carefully reviewed the contract terms presented in the Sample Agreement in the RFQ. We respectfully request the following modifications to the agreement terms:

Item 12.2.2 - Termination by CONSULTANT - please revise:

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~~. Consultant may terminate this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination. Consultant's termination for convenience does not constitute a default or breach of this Agreement.

Item 12.9 - Indemnification of City - please add:

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 selected from Consultant's insurance carrier approved list and approved by the CITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER THE REMAINING REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

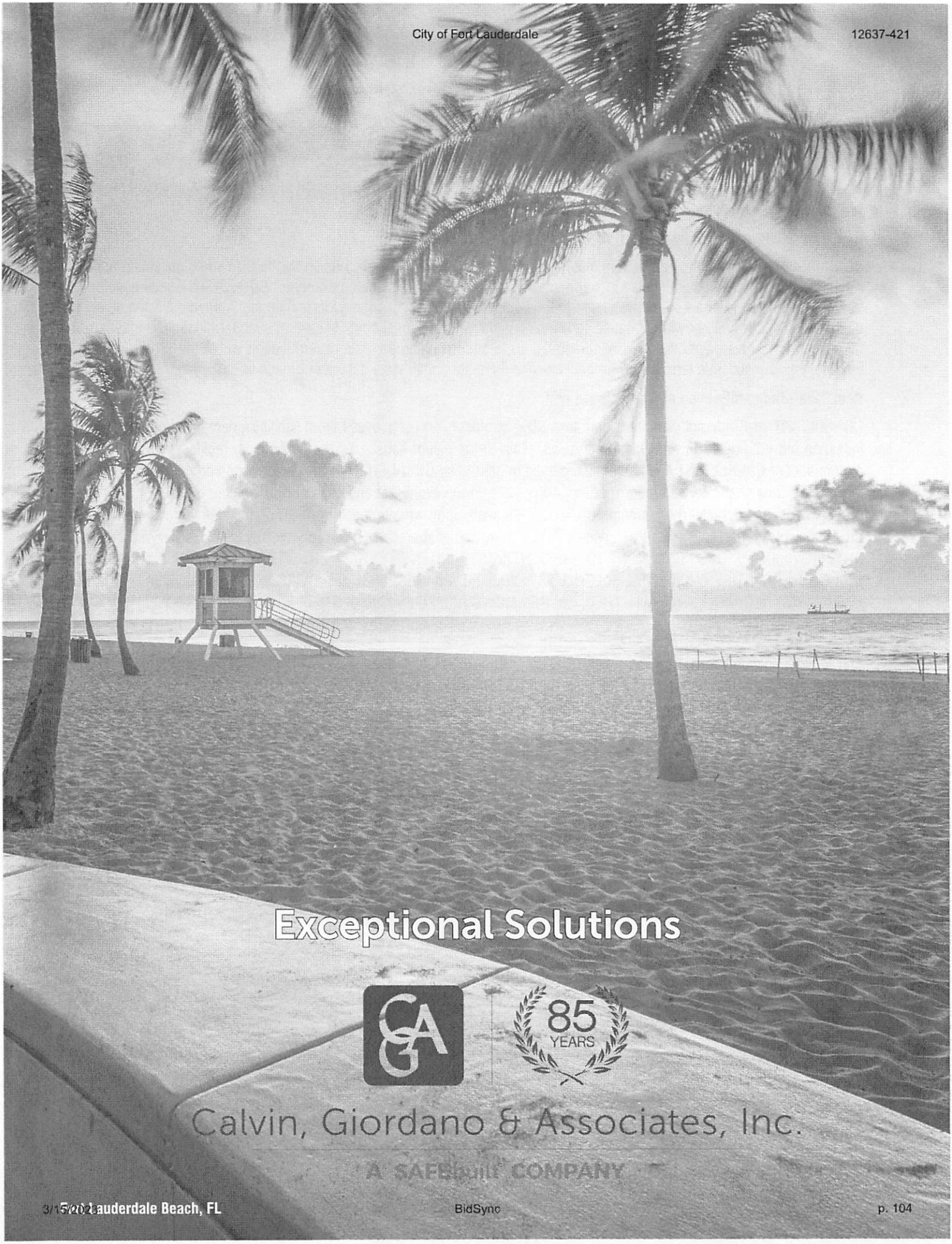
Item 12.9.3 - please revise and adjust:

The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all third party claims of liability and all third party suits and actions of every name and description covered by Section ~~11.9.1~~ 12.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

Item 12.11 - Insurance

From solicitation

Acceptable


Exceptional Solutions
85
YEARS
Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

M/WBE

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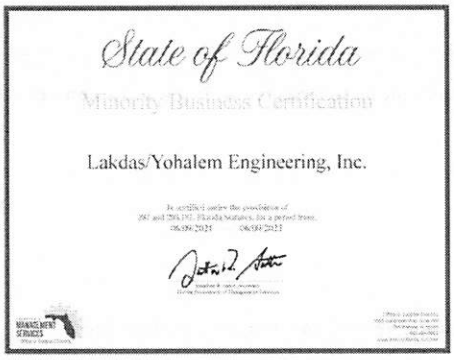
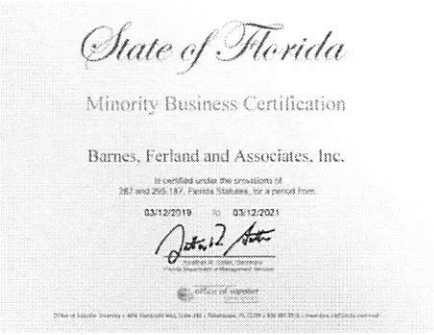
CGA takes great care in selecting our teaming partners; accordingly, the City of Fort Lauderdale can be confident that the team chosen for this project are not only the highest quality firms in the industry but is a team that has a strong history of working together; not a randomly selected firm used to fill a requirement.

For this project, CGA has identified the following MBE and CBE firms to support the project deliverables. A copy of their certifications is included at the end of this section.


State of Florida
Minority Business Certification
Lakdas/Yohalem Engineering, Inc.


BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT


BROWARD COUNTY


State of Florida
Minority Business Certification
Barnes, Ferland and Associates, Inc.
03/12/2019 to 03/12/2021


Palm Beach County
Office of Small Business Assistance
Certifies That
Nutting Engineers of Florida, Inc.
Vendor # VC0000131219
Geotechnical Engineering
Foundation Engineering
Environmental Consulting
Inspecting, Structural/Engineering
Quality Control Testing Services for Construction
Allen F. Gray, Manager


Palm Beach County
Office of Equal Business Opportunity
Certifies That
Hillers Electrical Engineering, Inc.
Vendor # HILL0025
October 17, 2021 to October 16, 2024
The following services and/or products are covered under this certification:

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
None	None

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.

Chris Giordano	**President**
Authorized Signature	Title
Chris Giordano, MSC, CCM	**02/07/2022**
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.

Chris Giordano
Authorized Signature

Chris Giordano, MSC, CCM, President
Print Name and Title

02/07/2022
Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12622-926**

Project Description: **Design Criteria Package - 17th Street Causeway - Large Water Main Replacement - Project #11465**

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: **Calvin, Giordano & Associates, Inc.**

Authorized Company Person's Signature: **Chris Giordano, MSC, CCM**

Authorized Company Person's Title: **President**

Date: **02/07/2022**

9/15/2020

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal.**

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year
business tax receipt, **or** State of Florida active registration **and/or**

b) List of the names of all employees of the bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE 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_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	(Business Name)	is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(2)	(Business Name)	is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)	(Business Name)	is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(4)	(Business Name)	is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
(5)	(Business Name)	requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: **Calvin, Giordano & Associates, Inc.**

AUTHORIZED PERSON:	COMPANY	**Chris Giordano, MSC, CCM**	**Chris Giordano, MSC, CCM**	**02/07/2022**
		PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

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

Calvin, Giordano & Associates, Inc.
Company Name

Chris Giordano, MSC, CCM
Name (Printed)

Chris Giordano, MSC, CCM
Signature

02/07/2022
Date

President
Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for 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 bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the local business preference.

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_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. 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 and 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.

2. 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.

3. 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.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

(1)	(Business Name)	is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(2)	(Business Name)	is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(3)	**Calvin, Giordano & Associates, Inc.** (Business Name)	is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
(4)	(Business Name)	is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
(5)	(Business Name)	requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: **Calvin, Giordano & Associates, Inc.**

AUTHORIZED PERSON:	COMPANY	**Chris Giordano, MSC, CCM** PRINT NAME	**Chris Giordano, MSC, CCM** SIGNATURE	**02/07/2022** DATE

Forms Non-ISO – Revised 7/2/2021

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) **Calvin, Giordano & Associates, Inc.**EIN (Optional): **65-0013869**

Address: **1800 Eller Drive Suite 600**

City: **Fort Lauderdale**State: **Florida**Zip: **33316**

Telephone No.: **9549217781**FAX No.: **9549218807**Email: **marketing@cgasolutions.com**

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

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

Check box if your firm qualifies for 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:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	**01/04/2022**				

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.**

Please refer to our proposal, tab 10 Appendix

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:

Chris Giordano, MSC, CCM Name (printed)	**Chris Giordano, MSC, CCM** Signature
02/07/2022 Date	**President** Title

Revised 4/28/2020

Solicitation 12637-421

Civil Engineering services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12637-421
Civil Engineering services

Bid Number	**12637-421**
Bid Title	**Civil Engineering services**
Bid Start Date	**Feb 25, 2022 9:44:58 AM EST**
Bid End Date	**Mar 31, 2022 2:00:00 PM EDT**
Question & Answer End Date	**Mar 21, 2022 5:00:00 PM EDT**
Bid Contact	**Mary K Kleinpeter-Zamora** **Procurement Administrator** **Finance** **954-828-5189** **mkleinpeter-zamora@fortlauderdale.gov**
Prices Good for	**120 days**

Bid Comments **The City of Fort Lauderdale (City) is seeking the services of qualified consulting firm(s) to provide professional services related to a continuing contract for civil engineering consultant services. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The 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 civil engineers, and for which the firm(s) are experienced, qualified and able to perform.**

Water and wastewater engineering (specifically pipeline and lift-station design)
Stormwater engineering
Transportation engineering
Structural engineering (specifically seawall, dock, and bridge design)
Environmental engineering
Surveying and mapping services
Photogrammetry and remote sensing
Geotechnical engineering
Coastal engineering
Water resources engineering
Hydrology and hydraulic engineering
Mechanical engineering
Construction engineering and inspection

Note: Prices for services will be negotiated by the city and the selected consultants. No prices requested at this time.
Added on Mar 11, 2022:
Addendum 1 is dated March 11, 2022 and issued to provide form 330, local business preference certification form, and claify the use of form 330 as optional.
Added on Mar 28, 2022:
Bid closing date changed to March 31,2022.

Addendum # 1

New Documents	Local Business Preference Certification 8/17/2021 sf330.pdf

Addendum 1.pdf

Addendum # 2

New Documents Addendum 2.pdf

Previous End Date: Mar 28, 2022 2:00:00 PM EDT New End Date: Mar 31, 2022 2:00:00 PM EDT

Item Response Form

Item	**12637-421--01-01 - Civil Engineering Services**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale**
	No Location Specified

Qty 1

Description
Civil Engineering Services

Request for Qualifications

RFQ # 12637-421

Civil Engineering, Continuing Services Contract

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

City of Fort Lauderdale

Rares Petrica, PE
Senior Project Manager

Mary Kay Kleinpeter-Zamora
Procurement Administrator
Telephone:954)828-5189
E-mail: mkleinpeter-zamora@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 engineering 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 proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its 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. The opening may also be viewed in real time through a "Microsoft teams meeting" by using the following information:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 954-686-7296,,229751277# United States, Fort Lauderdale

Phone Conference ID: 229 751 277#

Find a local number | Reset PIN



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

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

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Mary Kleinpeter-Zamora
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-5189
E-mail:mkleinpeter-zamora@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 Consultant has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted 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.

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 Civil Engineering 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 Civil Engineering. Project manager assigned to the work must have experience in area of scope outlined in the RFQ and have served as project manager on similar projects.

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

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

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

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

2.9 Lobbying Activities

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with 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=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 is considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses, the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13.1 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_ARTVFI_DIV2PR_S2-186LOBUPR

2.15 Insurance Requirements -

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:

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida 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.

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

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

Business Automobile Liability
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 person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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 contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
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
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 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 FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

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

2.16 Insurance – Sub-consultants

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

2.17 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft 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 Contract Agreement

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

2.22 Contract Term

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

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

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

2.23 Payment Method

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

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

2.24 Payment Card Industry (PCI) Compliance

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

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

2.25 Invoices/Payment

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

2.26 Prohibition Against Contingent Fees

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

2.27 Indemnity/Hold Harmless Agreement

The Consultant 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.

2.28 Substitution of Personnel

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

In the event the Proposer wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Proposer is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Proposer to resolve the situation to the City's satisfaction, provided, however, that the Proposer shall not be required to institute or pursue to completion, any action if to do so would violate any law, state statute, City ordinance, contract or employment or union agreement.

2.29 Ownership of Work

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

2.30 Canadian Companies

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 Instructions

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

2.32 Discrepancies, Errors and Omissions

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

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering consultant services. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The City is seeking statements of qualifications from capable and qualified engineering firms in response to this RFQ for the purpose of providing Civil Engineering Consultant Services for a variety of unspecified projects through a continuing services contract. Associated services typically required for complete public works projects are expected to be fulfilled by the selected firms. Multiple firms will be selected for this continuing services agreement. The City encourages small firms (based upon the U.S. Small Business Administration size standards requirements) as well as large firms and Minority Business Enterprises to submit qualifications.

The selected firms will assist with the design and implementation of municipal engineering projects. It is the intent of the City to use the selected consultants on an as-needed basis. The specific scope of work and fee schedule for each work will be individually agreed upon by the City and the consultant. The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or sub-consultants. The City reserves the right to award specific types of projects to firms with greater documented experience in the needed engineering specialty.

3.3 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation..
b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Provide updates on changes or proposed changes to laws/regulations that may impact City's water resources and supply, treatment, distribution and storage, wastewater collection and treatment
f) Update of the large user's replacement and renewal funding for the wastewater treatment plant.
g) Update of the Capacity Analysis Report for the wastewater treatment plant.

h) Preform flood routing software modelling.
i) Prepare feasibility and conceptual planning documents.
j) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
k) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
l) Assist in the review and development of ordinances.
m) Provide public education/notification assistance.
n) Prepare short and long term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
o) Participate in construction administration as required by the City.
p) Prepare formal or informal feasibility studies as necessary to assist the City in responding capital improvement needs.
q) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
r) Prepare legal descriptions, exhibits, and surveys.
s) Provide expert witness testimony.
t) Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
u) Represent the City with regulatory agencies.
v) Prepare periodic project status reports.
w) Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
x) Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
y) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
z) Participate in pre-construction conference as requested by the City.
aa) Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
bb) Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
cc) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
dd) Review as-built drawings provided by the construction contractor and provide written comments to the City.
ee) Provide services related to construction management and inspections, and/or specialty inspection.
ff) Provide project management services and act as an extension of the City's project management staff for the design, bidding, and construction management of municipal projects.

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.4 Deliverables

The City intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the City. The City reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.5 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.6 Background

Incorporated on March 27, 1911, encompassing more than 33 square miles with a population of 176,000, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City covers approximately 23,000 acres of highly urbanized neighborhoods, with much of its costal area land area lying within the flood plain. The City is composed of several individual watershed areas ranging in size from 2,000 to 11,000 acres with low-lying topography and intersected by numerous canals and rivers.

3.7 Water Supply

The City of Fort Lauderdale obtains water from the Biscayne Aquifer via two (2) Well Fields. The Prospect Well Field supplies Fiveash Water Treatment Plan and the Peele Dixie Well Field supplies the Peele Dixie Membrane Plant.

3.8 Water Treatment

The City of Fort Lauderdale has two (2) Water Treatment Plants. The Fiveash Plant is a lime-softening plant that treats an average of 36 MGD and the Peele Dixie Plant is a nano-filtration plant that treats an average of 6 MGD.

3.9 Water Distribution

The City of Fort Lauderdale has approximately 780 miles of water mains, 16,000 valves, 5,500 fire hydrants, six (6) ground storage tanks, and one (1) elevated storage tank in the Water Distribution System. In addition, the City provides water for other municipalities in Broward County.

3.10 Storm Water and Wastewater Collection and Storage

The City of Fort Lauderdale operates and maintains a 330 mile wastewater collection system and a 127 mile storm water collection system serving 57,000 accounts within Fort Lauderdale, as well as several adjacent large user cities.

3.11 Wastewater Treatment The City of Fort Lauderdale operates a regional wastewater treatment plant (G. T. Lohmeyer) with a design treatment capability of 55.7 MGD serving Fort Lauderdale and other adjacent municipalities throughout Broward County.

3.12 Effluent Disposal

The City of Fort Lauderdale operates a deep well injection site consisting of five (5) wells for effluent disposal where effluent is pumped to approximately 3,500 feet below ground.

3.13 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

a) Water and wastewater engineering (specifically pipeline and lift-station design)
b) Stormwater engineering
c) Transportation engineering
d) Structural engineering (specifically seawall, dock, and bridge design)
e) Environmental engineering
f) Surveying and mapping services
g) Photogrammetry and remote sensing
h) Geotechnical engineering
i) Coastal engineering
j) Water resources engineering
k) Hydrology and hydraulic engineering
l) Mechanical engineering
m) Construction engineering and inspection

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.14 Quality Assurance/Quality Control

It is the intention of the City that the design consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The City shall only accept submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the consultant shall provide the City with a marked up set of plans and specifications showing the consultant's QC review. The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.15 Document Submittal Format

All documents generated as a result of projects will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated City standards.

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses BidSync (bidsync.com) 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. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed

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

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

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

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

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, 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 contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If the Proposer transfers all public records to the City upon

completion of this Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Contract, the Proposer 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 response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

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

4.2.1 Table of Contents

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

4.2.2 Executive Summary

Each 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 (**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 available facilities, technological capabilities and other available resources you offer for the project.

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.(types of projects)
- 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. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

c. Non-Discrimination Certification Form

d. E-Verify Affirmation Statement

e. Contract Payment Method

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

f. Bid/Proposal Certification
Complete and attach the Certification

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

Criteria	Percentage
Firm Qualifications and Experience	35
Project Team Experience and Qualifications	35
Methodology and Approach to Scope of Work	30

Total 100

Firm Qualifications and Experience (35%)

Respondents should submit a complete Standard Form 330 and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. 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, IE: 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.

Project Team Experience and Qualifications (35%)

List the members of the project team on Standard Form 330. Include a list of personnel and title on an organizational chart. Identify the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultant to be assigned to each project. This section shall also include details of how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Submittals that do not contain such documentation may be deemed non-responsive.

Methodology and Approach to Scope of Work (30%)

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the work contemplated, and your overall approach to accomplishing such work. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the work. As part of the approach, the firm shall propose a scheduling methodology (time line) 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 available facilities, technological capabilities and other available resources you offer for the contemplated work. The firm must show that they are familiar with the City's policies, procedures, and design requirements as well as those of other agencies such as FDOT, FDEP, SFWMD, and Broward County.

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.

5.3.4 The Project Manager is hereby designated by the City as Rares Petrica, PE, whose address is 101 NE 3 Ave, Suite 1101 NE 3 Ave, Suite 1410, Fort Lauderdale, FL 33301, telephone number: (954) 828-6720, and email address is rpetrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

END

AGREEMENT

between

City of Fort Lauderdale

and

company name

for

title

RFQ No. _____

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ___day of _____, 2021, by and between:

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

and

_____, a Florida Corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2021 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of _____, RFQ No. _____, 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 _____, and any duly authorized and executed Amendments to Agreement.

1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.

1.4 CHANGE ORDER: A written order 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.

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 (Dept. Director) for the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.

1.14 DEPARTMENT DIRECTOR: The (Dept. Director) for the City of Fort Lauderdale.

1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard

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

1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.

1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.

1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

1.23 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 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.

1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

1.26 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.

1.27 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.

1.28 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: (Type of Engineering Svcs.) 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, 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 #_____.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications #_____.

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, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial contract term shall commence upon final execution of the contract by the City and shall expire _____ (__) years from that date. The City reserves the right to extend the contract for _____ (__) additional ____ (__) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

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

7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

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

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

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses 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).

8.2.2 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, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals

performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

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

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

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

8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1.1 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.

9.1.2 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.

9.1.3 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 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. 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. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

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

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts

in the aggregate under $100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
CITY'S RESPONSIBILITIES

11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 CITY shall review the itemized deliverables/documents identified per Task Order.

11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the 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 C O N S U L T A N T 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

12.2.2 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.

12.2.2 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.

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

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

12.2.2 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 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, 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, 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 SUBCONSULTANTS

12.7.2 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 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 sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

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

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

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

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 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 – Copy / paste from solicitation

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

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

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 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 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, 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: _____ Director
City of Fort Lauderdale
_____
Fort Lauderdale, FL _____
Telephone: (954) 828-_____

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.
ADDRESS
_____, Fl. 3----
Telephone (____) ___-____
Email: _____

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding

state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/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 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 CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, 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 (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, (2019), 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.

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: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
NAME
Assistant City Attorney

WITNESSES:

MARLIN Engineering, Inc, a Florida Corporation

_____

By: _____

_____
Print Name

Print Name:_____

Title:_____

_____

_____
Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by (CONTACT) as title for (COMPANY NAME)., a (TYPE) corporation 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

EXHIBIT "B"

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 STATEMENT

RFP/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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal.**

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

b) List of the names of all employees of the bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE 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_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ (Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2) _____ (Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3) _____ (Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ (Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) _____ (Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6) _____ (Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____ _____ _____

PRINT NAME SIGNATURE DATE

Forms Non-Iso – revised 7/2/2021

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

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for 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 bidder and evidence of employees' residences 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 bid submittal shall result in the bidder being found ineligible for the local business preference.

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_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. 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 and 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.
2. 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.
3. 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.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

(1) _____ (Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2) _____ (Business Name) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3) _____ (Business Name) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4) _____ (Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5) _____ (Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6) _____ (Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____ _____ _____

PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description
A01	Acoustics, Noise Abatement
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis
A03	Agricultural Development; Grain Storage; Farm Mechanization
A04	Air Pollution Control
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling
A06	Airports; Terminals and Hangars; Freight Handling
A07	Arctic Facilities
A08	Animal Facilities
A09	Anti-Terrorism/Force Protection
A10	Asbestos Abatement
A11	Auditoriums & Theaters
A12	Automation; Controls; Instrumentation
B01	Barracks; Dormitories
B02	Bridges
C01	Cartography
C02	Cemeteries *(Planning & Relocation)*
C03	Charting: Nautical and Aeronautical
C04	Chemical Processing & Storage
C05	Child Care/Development Facilities
C06	Churches; Chapels
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C09	Cold Storage; Refrigeration and Fast Freeze
C10	Commercial Building *(low rise)*; Shopping Centers
C11	Community Facilities
C12	Communications Systems; TV; Microwave
C13	Computer Facilities; Computer Service
C14	Conservation and Resource Management
C15	Construction Management
C16	Construction Surveying
C17	Corrosion Control; Cathodic Protection; Electrolysis
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
C19	Cryogenic Facilities
D01	Dams *(Concrete; Arch)*
D02	Dams *(Earth; Rock)*; Dikes; Levees
D03	Desalinization *(Process & Facilities)*
D04	Design-Build - Preparation of Requests for Proposals
D05	Digital Elevation and Terrain Model Development
D06	Digital Orthophotography
D07	Dining Halls; Clubs; Restaurants
D08	Dredging Studies and Design
E01	Ecological & Archeological Investigations
E02	Educational Facilities; Classrooms
E03	Electrical Studies and Design
E04	Electronics
E05	Elevators; Escalators; People-Movers
E06	Embassies and Chanceries
E07	Energy Conservation; New Energy Sources
E08	Engineering Economics
E09	Environmental Impact Studies, Assessments or Statements
E10	Environmental and Natural Resource Mapping
E11	Environmental Planning
E12	Environmental Remediation
E13	Environmental Testing and Analysis
F01	Fallout Shelters; Blast-Resistant Design
F02	Field Houses; Gyms; Stadiums
F03	Fire Protection
F04	Fisheries; Fish ladders
F05	Forensic Engineering
F06	Forestry & Forest products
G01	Garages; Vehicle Maintenance Facilities; Parking Decks
G02	Gas Systems (Propane; Natural, Etc.)
G03	Geodetic Surveying: Ground and Airborne
G04	Geographic Information System Services: Development, Analysis, and Data Collection
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	Highrise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital & Medical Facilities
H10	Hotels; Motels
H11	Housing *(Residential, Multi-Family; Apartments; Condominiums)*
H12	Hydraulics & Pneumatics
H13	Hydrographic Surveying

List of Experience Categories (Profile Codes)

Code	Description
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining & Mineralogy
M07	Missile Facilities (Silos; Fuels; Transport)
M08	Modular Systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (Storage and Distribution)
P03	Photogrammetry
P04	Pipelines (Cross-Country - Liquid & Gas)
P05	Planning (Community, Regional, Areawide and State)
P06	Planning (Site, Installation, and Project)
P07	Plumbing & Piping Design
P08	Prisons & Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio & Radar Telescopes
R02	Radio Frequency Systems & Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (Parks, Marinas, Etc.)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (Buildings; Structures; Facilities)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder & Smoke Detection
S03	Seismic Designs & Studies
S04	Sewage Collection, Treatment and Disposal
S05	Soils & Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling & Facilities
T01	Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
T02	Testing & Inspection Services
T03	Traffic & Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers *(Self-Supporting & Guyed Systems)*
T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

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	
		a. TOTAL	b. WITH CURRENT FIRM

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

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

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

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
a.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

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)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

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

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME		3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET		5. OWNERSHIP	
		a. TYPE	
2c. CITY	2d. STATE / 2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE		7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
	Other Employees		
	Total		

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

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 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

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE

c. NAME AND TITLE

ADDENDUM NO. 1

RFP/ ITB No 12637-421

ISSUED: 3/11/2022

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

1. The city prefers form sf330 but use of the form is optional as long as all information on the form is provided. Form is now provided in the solicitation.

2. Local business preference form has been added.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

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:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

---

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

ADDENDUM NO. 2

RFP/ ITB No.
TITLE: Civil Engineering services

ISSUED: March 28, 2022

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

1. The opening date has been changed to March 31,2022.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12637-421 - Civil Engineering services

Overall Bid Questions

Question 1

Are the CCNA limits for the work orders under this contract updated to reflect the new legislation? The bill increased the maximum limit for continuing contracts covered by the CCNA from an estimated per- project construction cost of $2 million to $4 million. The bill also increases the maximum limit for procuring a study using a continuing contract from $200,000 per study to $500,000 **(Submitted: Feb 28, 2022 9:54:37 AM EST)**

Answer

- The contract will be following the newest legislation with the increased amounts **(Answered: Mar 1, 2022 6:40:02 AM EST)**

Question 2

How does this contract differ from the selection of consultants under RFQ 12464-416 in June of 2021? **(Submitted: Feb 28, 2022 9:55:49 AM EST)**

Answer

- This contract will be in addition to the already existing contract **(Answered: Mar 1, 2022 6:40:02 AM EST)**

Question 3

Can you prime this contract and be a subconsultant on another team? **(Submitted: Feb 28, 2022 9:56:05 AM EST)**

Answer

- Yes **(Answered: Mar 1, 2022 6:40:02 AM EST)**

Question 4

Does the City wish to see a complete team to fulfill 3.13 Functional Areas of Interest as listed on page 18 of the RFQ or do you wish to see a firm submit only on the functional areas that they can complete in-house? **(Submitted: Feb 28, 2022 9:59:40 AM EST)**

Answer

- The team must be functional in areas listed in section 3:13, sub-consultants may be used **(Answered: Mar 1, 2022 6:40:02 AM EST)**

Question 5

Is this solicitation a Re-Bid of the Library of Services that was due in February last year? If not, how does this differ from that Library? Thank you **(Submitted: Feb 28, 2022 1:45:27 PM EST)**

Answer

- Please see the answer to question #2 above for your first question. 7 to 10 firms with subs will be selected to be used for civil consulting services for city projects **(Answered: Mar 1, 2022 10:28:00 AM EST)**

Question 6

Can we submit just for geotechnical OR does the city prefer a team with subconsultants? **(Submitted: Mar 1, 2022 11:05:44 AM EST)**

Answer

- The submittal must cover all the Functional areas of Interest outlined in the RFQ **(Answered: Mar 2, 2022 12:39:08 PM EST)**

Question 7

On Page 21 of 27, Section 4.2 of the RFQ states "The City prefers that responses be no more than 100 pages in one complete pdf document." Will the forms (including Standard Form 330), and licenses be excluded from the 100 page count? **(Submitted: Mar 1, 2022 1:11:55 PM EST)**

Answer

- No **(Answered: Mar 2, 2022 12:39:08 PM EST)**

- Please see response to questions #13 **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 8

What is the nature of the scope on the anticipated projects to be included in this contract? Water, waste water, stormwater, etc? **(Submitted: Mar 2, 2022 10:31:11 AM EST)**

Answer

- Please see response to questions #13 **(Answered: Mar 11, 2022 10:52:02 AM EST)**

Question 9

Will the City be more specific regarding whether consultants are able to pursue one functional area vs. supplying a complete team for all functional areas? **(Submitted: Mar 2, 2022 10:55:15 AM EST)**

Answer

- Consultant submittals, can be 1 firm demonstrating proficiency in all the functional areas listed in the RFQ, or can be a team consisting of a prime and subs covering theses areas. Regardless, the submittal package must show proficiency in all the functional areas listed **(Answered: Mar 4, 2022 5:15:40 PM EST)**

Question 10

Please confirm that the Required Form referenced in Section 4.2.9 Bid/Proposal Certification is the same as the Disadvantaged Business Enterprise (DBE) Preference Form Certification form provided. **(Submitted: Mar 2, 2022 4:45:18 PM EST)**

Answer

- This form does not apply to RFQs. This form is only for ITBs. The form is not required. **(Answered: Mar 4, 2022 5:15:40 PM EST)**

Question 11

RFQ Section 3.13 states Functional Areas of Interest. Even within a specific area there are broad definitions. Can you provide a more detailed description for each area? **(Submitted: Mar 3, 2022 12:31:46 PM EST)**

Answer

- We feel that the Functional Areas of Interest as listed in the RFQ are self-explanatory and do not require any further detailing.**(Answered: Mar 4, 2022 5:15:40 PM EST)**

Question 12

In regards to the 100 page limit. Please advise if anything is not included in that count ie covers, tab**(Submitted: Mar 4, 2022 1:37:02 PM EST)**

Answer

- The forms required are not included. All else is included in the 100 page**(Answered: Mar 4, 2022 5:15:40 PM EST)**

Question 13

Section 3.3 lists a number of Tasks that could be subjectively applicable to one or more of the Functional Areas of Interest in Section 3.13. In order to provide a complete response that is acceptable to the City, can the City provide its interpretation of specifically which Tasks (Section 3.3) should be addressed under each Functional Area of Interest? For example if a firm wishes to be considered for Transportation Engineering only, then please identify which Tasks in Section 3.3 needs to be addressed in the response. The same is being requested for the other Functional Areas.**(Submitted: Mar 4, 2022 2:57:17 PM EST)**

Answer

- This is a general civil services contract, with the majority of the projects focusing on the design and permitting of water, sewer, stormwater and roadway improvements throughout the City. The selected firms must demonstrate proficiency in general civil design. However should the need arise for geotechnical, environmental, structural, mechanical etc, as sometimes it has in the past, the selected firm(s) must have the ability, either in-house, or using subs to address these â€functional areasâas needed. This should be showcased in the submittals, but we are not necessary looking for large teams with members specializing in each of the functional areas listed, nor are we looking for sperate submittals for each of the â€functional areasâ as it was done in the previous â€library of consultantsâRFQ. **(Answered: Mar 8, 2022 6:41:13 PM EST)**

Question 14

Given that a firm would like to be considered for multiple Functional Areas (Section 3.13), is the City looking for one proposal from each firm, that identifies all the Functional Areas for consideration? or is a separate submission package required for each Functional Area?**(Submitted: Mar 4, 2022 2:58:10 PM EST)**

Answer

- Please see response to #13 above**(Answered: Mar 8, 2022 6:41:13 PM EST)**

Question 15

Does the City want us to split up the SF-330 forms into sections 4.2.3 and 4.2.4, as opposed to submitting a complete 330 set?**(Submitted: Mar 4, 2022 5:14:05 PM EST)**

Answer

- This is up to proposer.**(Answered: Mar 28, 2022 1:16:29 PM EDT)**

Question 16

Please clarify on what exactly the City is looking for, as sections 3.2 and 3.13 conflict one another:

3.2 states: The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or sub-consultants.

Then, 3.13 states: The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

Thank you! **(Submitted: Mar 7, 2022 6:42:59 AM EST)**

Answer

- Please see response to question #13 above. We are looking for one submittal specializing in the general civil and with the option to address smaller the disciplines should in the need arise. Not specialized submittals for each functional areas as it was done in the library of consultant RFQ **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 17

Under Section 4.2.3 - Firm Qualifications and Experience, it states a Standard Form 330 may be used to provide this information. It also says on 4.2.4 Qualifications of the Project Team in bold (on a Standard Form 330 if you choose), but under the Weighted Criteria, it states respondents should submit a complete Standard Form 330. This language is a bit confusing and we would like to know what the City itself prefers for consultants to provide. **(Submitted: Mar 7, 2022 9:08:18 AM EST)**

Answer

- Please see response to #13 above **(Answered: Mar 8, 2022 6:41:13 PM EST)**

Question 18

Please provide the Local Business Preference Certification form **(Submitted: Mar 7, 2022 2:12:24 PM EST)**

Answer

- See addendum 1 **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 19

If a firm has already been selected for RFQ 12464-416 –CCNA – Professional Services Library, Continuing Services Contract, should they also submit to be on the pool for this solicitation? **(Submitted: Mar 7, 2022 3:42:32 PM EST)**

Answer

- Please see response to question 2 **(Answered: Mar 8, 2022 6:41:13 PM EST)**

Question 20

Under Section 4.2.3 - Firm Qualifications and Experience, it states a Standard Form 330 MAY BE used to provide this information. It also says on 4.2.4 Qualifications of the Project Team in bold (on a Standard Form 330 if you choose), but under the Weighted Criteria, it states respondents SHOULD submit a complete Standard Form 330. Is the SF 330 form required. Also, is the SF 330 part of the 100 page limit? **(Submitted: Mar 7, 2022 4:20:02 PM EST)**

Answer

- See addendum 1 no required forms are part of the 100 pages **(Answered: Mar 9, 2022 11:40:27 AM EST)**

Question 21

Please indicate which Functional Area does Water Treatment and/or Wastewater Treatment scope tasks belong? **(Submitted: Mar 9, 2022 9:07:34 AM EST)**

Answer

- This RFQ does not require any category of functional area. The solicitation document is for civil engineering. Unlike the professional library, teams are encouraged. Functional areas that may be required are listed in the solicitation. See answer to question 13 **(Answered: Mar 9, 2022 11:45:53 AM EST)**

Question 22

Does the City have their own MBE requirements or will FDOT certificate suffice? **(Submitted: Mar 9, 2022 10:39:52 AM EST)**

Answer

- City has a DBE program anf local business program. Please refer to the solicitation and attached forms. **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 23

Question 20's Answer - Mar 09, 2022 11:40:27 AM EST - states "See addendum 1"
When will this addendum be issued? **(Submitted: Mar 9, 2022 5:40:05 PM EST)**

Answer

- Addendum 1 will be issued by COB March 11,2022 **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 24

To respond thoroughly to the proposal requirements for this important contract, would the City consider an extension to its due date? **(Submitted: Mar 10, 2022 11:53:45 AM EST)**

Answer

- I dont think an extension is warranted, there is still 17 days left on the advertisement, plenty of time **(Answered: Mar 11, 2022 10:42:46 AM EST)**

Question 25

Please answer question 15. Also, page count was not addressed in Addendum #1 as referenced in answer 20. Do the SF 330s count as part of the page count? I apologize but it is a little confusing **(Submitted: Mar 11, 2022 3:17:58 PM EST)**

Answer

- As mentioned above in question 12 **(Answered: Mar 15, 2022 3:03:03 PM EDT)**

Question 26

Please provide the Bid/Proposal Certification Form requested in Section 4.2.9 **(Submitted: Mar 14, 2022 10:11:28 AM EDT)**

Answer

- This form is not required at this time **(Answered: Mar 15, 2022 2:59:04 PM EDT)**

Question 27

Good morning. I was going over the Q&A and it seems that the rules have changed regarding the Function Areas of Interest. The RFQ clearly states that " The consultant shall identify in their response to this RFQ the

functional areas for which it particularly wishes to specialize". However, now the City wants that each team covers all of the Function Areas of Interest? When and why did that change from the original RFQ? Please clarify
(Submitted: Mar 16, 2022 10:35:51 AM EDT)

Answer

- Please see response to question #13 above, we feel that adequate clarification has been provided on this matter.
(Answered: Mar 17, 2022 2:23:50 PM EDT)

Question 28

Page 10 of 27 of the RFQ (this refers to the page numbering at the bottom of RFQ, lower right hand corner) states: "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."

Please confirm that a sample insurance certificate only needs to be included in the proposal for the prime firm.
(Submitted: Mar 16, 2022 11:43:07 AM EDT)

Answer

- Yes Only for the prime.**(Answered: Mar 17, 2022 2:23:50 PM EDT)**

Question 29

Page 10 of 27 of the RFQ, section 2.16, Insurance - Subconsultants, state: "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."

Please confirm that the above insurance language is applicable upon contract award and that we do not need to include sample insurance certificates for our subconsultants in the proposa**(Submitted: Mar 16, 2022 11:46:02 AM EDT)**

Answer

- correct and confirmed.**(Answered: Mar 17, 2022 2:23:50 PM EDT)**

Question 30

Do firms need to provide comments and exceptions to the sample contract with their submittal or will that happen when contract is awarded? If so, would this be a separate attachment**(Submitted: Mar 18, 2022 9:42:12 AM EDT)**

Answer

- All comments / exceptions, etc. must be submitted with your proposal. It may be a separate Doc, however these is a space provided on the Proposal Signature Page as wel**(Answered: Mar 23, 2022 7:52:33 AM EDT)**

Question 31

Can further clarification be given to the scope of services required for water resources engineering and hydrology and hydraulic engineering?**(Submitted: Mar 21, 2022 2:39:19 PM EDT)**

Answer

- : We believe the terms are self-explanatory any firm that has performed stormwater design and permitting

should be very familiar with the terminology**(Answered: Mar 28, 2022 3:33:09 PM EDT)**

Question 32

Statement of Local Business Preference – Per the ordinance, local businesses will receive a scoring advantage, but this isn't outlined in the scoring criteria for the RFQ. Will this be implemented on RFQ scoring or taken into consideration for the individual task orders? **(Submitted: Mar 21, 2022 2:39:38 PM EDT)**

Answer

- It will be taken in account at time of scoring RFQ **(Answered: Mar 24, 2022 3:06:20 PM EDT)**

CITY MANAGER'S OFFICE

12

DOCUMENT ROUTING FORM

Rev: 3| Revision Date: 9/1/2022

TODAY'S DATE: 5/1/23

DOCUMENT TITLE: Civil Engineering Services Agreement between COFL and Calvin, Giordano & Associates, Inc.

COMM. MTG. DATE: 2/21/23 **CAM #:** 23-0069 **ITEM #:** M-2 **CAM attached:** ☒ YES ☐ NO

Routing Origin: _____ **Router Name/Ext:** _____ **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.

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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: 5/2/23 Attorney's Name: Rhonda Montoya Hasan Initials: RMH

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3) City Clerk's Office: # of originals: 1 **Routed to:** _____ Ext: _____ **Date:** 05/04/23

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4) City Manager's Office: CMO LOG #: MAY19 Document received from: CCO 5/4/23

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 1 originals to ☐ Mayor ☑ CCO **Date:** 5/8/23

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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 _____ original and forwards 1 originals to: Matt Eaton ***(Name/Dept/Ext)***

Attach _____ certified Reso # _____ ☐ YES ☐ NO **Original Route form to CAO**

TM# 23 0198