

*CITY OF POMPANO BEACH, FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT No. 13023**

With

**Garver, LLC**



***CONTINUING CONTRACT FOR AIRPARK ENGINEERING SERVICES  
CONSULTANT'S COMPETITIVE NEGOTIATIONS ACT (CCNA)***

**CONTRACT FOR  
PROFESSIONAL CONSULTING SERVICES**

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This Contract is made on \_\_\_\_\_, by and between the **City of Pompano Beach**, a municipal corporation of the State of Florida, hereinafter referred to as “CITY,” and **Garver, LLC**, an Arkansas limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the “CONSULTANT”.

**WHEREAS**, the CONSULTANT is able and prepared to provide such services as CITY requires under the terms and conditions set forth herein; and

**WHEREAS**, the CITY Commission has approved the recommendation that a CONSULTANT be employed by the CITY and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the CITY and the CONSULTANT agree as follows:

**ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES**

The CONSULTANT’s responsibility under this Contract is to provide professional consulting services as more specifically set forth in **RLI25-031 – Continuing Contracts for Airpark Engineering Services CONSULTANT’s Competitive Negotiations Act (CCNA)** attached hereto as Exhibit A and incorporated herein in its entirety.

The CONSULTANT’s representative shall be Cody Parham.

The CITY’s representative shall be City Engineer or designee.

**ARTICLE 2 – TERM**

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the “Notice to Proceed.”

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of **three (3) years** from the date of execution by both the CITY and the CONSULTANT. Upon the expiration of the initial term, the Contract **may be renewed for up to two (2) additional one (1) year terms (“Renewal Terms”)**, provided the CONSULTANT renew this Agreement for additional term(s), and delivers written notice of its intent to renew to the CITY at least ninety (90) days prior to the expiration of the then-current term. Any renewal term shall be on the same terms and conditions as set forth herein, unless otherwise modified by mutual written agreement of the parties prior to the commencement of the renewal term.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

A. CITY agrees to pay CONSULTANT in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the CITY in writing, CONSULTANT will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. CITY agrees to pay CONSULTANT as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in **RLI25-031**, professional services under this contract will be restricted to as defined in §287.055 Florida Statutes 287.055 for any project for which construction costs will not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), and thereafter adjusted by the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor; and as set forth and included therein any study activity fees shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not-to-Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the CITY under a Work Authorization shall not exceed specified amounts for all services and materials, including “out of pocket” expenses as specified in Paragraph E below, and also including any approved subcontracts, unless otherwise agreed in writing by both parties. The CONSULTANT shall notify the CITY’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit A for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of CITY’s obligation to pay CONSULTANT, but does not include a limitation upon CONSULTANT’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the CITY from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CITY’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the CITY’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the CITY’s representative, CONSULTANT shall provide CITY with detailed periodic Status Reports on the project. All invoice payments by CITY shall be made after the Work has been verified and completed. Unless disputed by CITY as provided herein, upon CITY’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, CITY shall forward CONSULTANT payment for work performed within forty-five (45) days for all goods and services provided.

CITY may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide CONSULTANT written notification of any such disputed charge. CONSULTANT shall provide clarification and a satisfactory explanation to CITY, along with

revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of CITY's notice of the disputed amount.

In the event CITY has a claim against CONSULTANT for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, CITY may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against CONSULTANT, and/or CONSULTANT's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to CITY, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed the amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the CITY's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables, and expenses shall be billed at the actual amount paid by CONSULTANT, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the CITY. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract. Should the CITY determine that said rates and costs were significantly increased due to incomplete, non-current, or inaccurate representation, then said rates shall be adjusted accordingly.

#### **ARTICLE 5 – TERMINATION**

CITY shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on CONSULTANT's part, upon ten (10) business days advance written notice to CONSULTANT. Such Notice of Termination may include CITY's proposed transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in CONSULTANT's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after CITY's written Notice of Termination, CITY, in its sole discretion, may terminate this Contract

immediately and CONSULTANT shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, CITY shall compensate CONSULTANT for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above, and all Work product documents and materials shall be delivered to CITY within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon CITY's written approval, this Contract may be extended until said Work is completed and accepted by CITY.

This Contract may be cancelled by the CONSULTANT, upon thirty (30) days' prior written notice to the CITY's Representative, in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT.

### **ARTICLE 6 – PERSONNEL**

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the CITY. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work. This Contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the CITY, nor be entitled to any benefits of the CITY including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Article 1, must be made known to the CITY's Representative at the time the substitution becomes effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the degree exercised by CONSULTANTS performing the same or similar services in the same location at the time the services are provided. Notwithstanding anything in this Contract to the contrary, the foregoing industry standard of care for professional engineering services is the only warranty of performance provided by CONSULTANT under this Contract.

## ARTICLE 7 – SUBCONTRACTING

CONSULTANT may subcontract any services or work to be provided to CITY with the prior written approval of the CITY's Representative. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek small business enterprises and to utilize businesses that are physically located in the CITY of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## ARTICLE 8 – FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will provide the CONSULTANT with the current state-issued exemption certificate. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

## ARTICLE 9 – ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of the CITY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the CITY Commission.

## ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire, and will not be materially modified until at least thirty (30) days' prior written notice has been given to the CITY. In the event a specific carrier will not provide the aforementioned notices directly to the CITY, CONSULTANT may meet the obligation under this Article by providing the notice to CITY. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed, as evidenced by the formal acceptance by the CITY. In the

event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least ten (10) days prior to the expiration of the date of such insurance or as soon as practical upon receipt of the same from its carriers, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit B.

The CITY of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims-made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an “extended reporting clause” for one (1) year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy as it relates to this agreement.

For Workers’ Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the CONSULTANT shall require any Subcontractors to similarly provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## **ARTICLE 11 – INDEMNIFICATION**

A. CONSULTANT shall at all times indemnify, hold harmless the CITY, its officials, officers, employees, volunteers and other authorized agents from and against any and all third-party claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the CITY to the extent caused by any negligent act, omission, recklessness or misconduct of CONSULTANT and/or any of its agents, officers, or employees hereunder in the performance of services of this Contract. To the extent considered necessary by CITY, any sums due CONSULTANT hereunder may be retained by CITY until all of CITY’s third-party claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by CITY.

B. CONSULTANT acknowledges and agrees that CITY would not enter into this Contract without this indemnification of CITY by CONSULTANT. The parties agree that one percent (1%) of the total compensation paid to CONSULTANT hereunder shall constitute specific consideration to CONSULTANT for the indemnification provided under this Article, and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the CITY of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed

as consent from either party to be sued by third parties.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, encumber, convey, or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

#### **ARTICLE 13 – REMEDIES**

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONSULTANT may undertake, and request an opinion of the CITY as to whether the association, interest, or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

## **ARTICLE 15 – EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

## **ARTICLE 16 – DEBT**

The CONSULTANT shall not pledge the CITY's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the CITY's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, databases, reports, and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY. This conveyance shall not deprive CONSULTANT of the right to retain reproducible copies of the project materials nor of ownership of CONSULTANT's proprietary software, standard design details, derivatives or specifications which it has developed during the time of its business. Any modification or reuse on any future project without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY, to the extent permitted under applicable law, shall defend, indemnify and hold harmless CONSULTANT and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of such use.

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law, as amended. Specifically, the 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, 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 the Contract if the CONSULTANT 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 CONSULTANT, or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the CONSULTANT to provide the above-described public records to the CITY within a reasonable time may subject CONSULTANT to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**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**

**100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the

execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

#### **ARTICLE 18 – CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

#### **ARTICLE 19 – ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

#### **ARTICLE 20 – NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

#### **ARTICLE 21 – INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

#### **ARTICLE 22 – AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

#### **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONSULTANT agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

#### **ARTICLE 25 – MODIFICATION OF SCOPE OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Work Authorization Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY Manager, and if such amendment is in excess of Two Hundred Thousand dollars (\$200,000.00), it must also first be approved by the CITY Commission and signed by the appropriate CITY Official authorized by the CITY Commission

The CITY shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

#### **ARTICLE 26 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

CITY Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

**With a copy to:**

Director of Procurement & Contracts  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-4098  
Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)

**FOR CONSULTANT:**

Cody Parham, Florida Aviation Team Leader  
600 W Hillsboro Blvd  
Suite 602  
Deerfield Beach, FL 33441  
Telephone: (954) 719-0063  
Email: [CTParham@GarverUSA.com](mailto:CTParham@GarverUSA.com)

**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the CONSULTANT in connection with this Contract shall become property of the CITY, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to CITY within ten (10) days of notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

**ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

CONSULTANT, its employees, subcontractors, and agents shall refrain from acting adverse to the CITY's interest in promoting the goals and objectives of the projects. CONSULTANT shall take all reasonable measures necessary to effectuate these assurances. In the event CONSULTANT determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the CITY and the CITY, may then in its discretion, terminate this Contract.

**ARTICLE 29 – PUBLIC ENTITY CRIMES ACT**

As of the full execution of this Contract, CONSULTANT certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of

Florida, Department of General Services. If CONSULTANT is subsequently listed on the Convicted Vendors List during the term of this Contract, CONSULTANT agrees it shall immediately provide CITY written notice of such designation in accordance with Article 26 above.

### **ARTICLE 30 – GOVERNING LAW; VENUE & WAIVER OF TRIAL BY JURY**

This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. **CITY and CONSULTANT agree to waive trial by jury for any litigation between the parties that commences from this Contract. The parties agree that the prevailing party shall be entitled to an award of its reasonable attorneys' fees and court costs.**

### **ARTICLE 31 – EMPLOYMENT ELIGIBILITY**

By entering into this Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 32 - BINDING EFFECT**

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

### **ARTICLE 33 - SCRUTINIZED COMPANIES**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - ii. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after CONSULTANT has submitted a certification, shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

#### **ARTICLE 34 - AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

#### **ARTICLE 35 - AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.

- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

### **ARTICLE 36 – PROJECT WEB REQUIREMENTS**

The CONSULTANT agrees to use CITY-provided project management software web-based project management tool. The CITY's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the CITY, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. The CITY will provide training to the CONSULTANT's designees.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**“CITY”**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

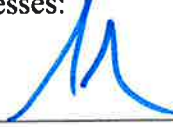
\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**“CONSULTANT”**

**Garver, LLC**

Witnesses:



Signature

MATHEW SORYNEK  
Name Typed, Printed or Stamped

By:   
John W. Carrigan, Business Line Leader



Signature

CADE BLAIR  
Name Type, Printed or Stamped

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 2 day of February, 2026, by John Carrigan, as Business Line Leader of Garver, LLC, an Arkansas or “foreign” profit corporation, authorized to do business in Florida, on behalf of the corporation. He/She is personally known to me or who has produced NA (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**EXHIBIT "A"**



Florida's Warmest Welcome

**CITY OF POMPANO BEACH**

**REQUEST FOR LETTER OF INTEREST  
RLI25-031**

**CONTINUING CONTRACTS FOR AIRPARK ENGINEERING  
SERVICES  
CONSULTANT'S COMPETITIVE NEGOTIATION ACT(CCNA)**

**VIRTUAL ZOOM OPENING: July 29, 2025, 2:00:00 P.M.**

**For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

**CITY OF POMPANO BEACH, FLORIDA**

**REQUEST FOR LETTER OF INTEREST (RLI)**

**RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES**

Pursuant to Section 287.055, Florida Statutes Consultant's Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to Letter of Interest (RLI) to provide engineering services at the Pompano Beach Airpark on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

The City will receive proposals until 2:00:00 p.m. (EST), July 29, 2025, at 02:00 PM (ET). Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the firm.

Firms must be registered on the City's eBid System in order to view the solicitation documents and respond to this Solicitation. The complete solicitation document can be downloaded for free from the eBid System as a PDF at <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Procurement and Contracts Department  
City of Pompano Beach, Florida

## SCHEDULE OF EVENTS

<b>RLI NUMBER:</b>	<b>RLI25-031</b>
<b>RLI TITLE:</b>	<b>CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES</b>
<b>RELEASE DATE:</b>	<b>6/24/2025</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>6/29/2025</b>
<b>PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING</b>	<b>7/8/2025 at 10:00 A.M. (ET)</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>7/18/2025 at 12:00 P.M. (ET)</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>7/23/2025</b>
<b>RLI RESPONSES DUE DATE/TIME:</b>	<b>7/29/2025 at 02:00 P.M. (ET)</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

### **Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on 7/8/2025 , at 10:00 a.m. (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

#### **A. Introduction**

The City is seeking professional companies/firms to work on various projects for the City. The projects range in magnitude from small-scale to extensive or specialized designs.

The types of projects to be undertaken may include, but are not limited to, the following:

- Engineering design and construction management/inspection
- Surveying
- Environmental
- Structural
- Mechanical
- Electrical
- Geotechnical testing and analysis
- Cost estimating and scheduling
- Grant support services

- Site plan review and analysis
- Environmental Assessment
- Environmental Impact Statement preparation
- Land use review
- Zoning review
- Tall structures evaluation
- Terminal Approach procedures (TERP's)
- Federal Aviation Regulations (FAR) Part 77 evaluation
- Related aviation support functions
- Bidding services
- Architectural and landscape architectural services
- Design studies to establish the framework and detailed work program
- Airport data collection and facility inventories
- Aeronautical activity forecasts and demand/capacity analyses
- Facility requirements determination
- Airfield modeling for capacity and delay
- Airport layout and terminal area plan development
- Airport noise studies under 14 CFR parts 150 and 161
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport development schedules and cost estimates
- Airport financial planning and benefit cost analysis
- Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects
- Environmental assessments (EA)
- Environmental impact statements (EIS)
- Other studies in accordance with FAA Orders 5050.4 and 1050.1, airspace analysis.

The preceding list of project types is intended to encompass the design and construction of capital improvement projects at the Pompano Beach Airpark. These projects have been selected from the City's 5-year Capital Improvement Plan. The City's approved Capital Improvement Plan (CIP) is included in the current Adopted Operating budget and may be found at the following link: <https://www.pompanobeachfl.gov/government/budget>

### **B. Compliance with CCNA**

As a result of this RLI, all services provided under the contract must adhere to the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), as outlined in Section 287.055, Florida Statutes, including any subsequent amendments. The maximum allowable costs for projects or studies conducted under this contract are subject to the limits set by the CCNA, which are periodically adjusted.

The Respondent acknowledges that all services under this contract shall comply with the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), pursuant to Section 287.055, Florida Statutes, and any amendments.

The maximum allowable costs for projects or studies conducted under this contract shall not exceed the limits established by the CCNA as periodically adjusted. The limits are calculated annually based on the Consumer Price Index (CPI) or as determined by the Department of Financial Services. The department posts updated thresholds on its website each year.

Respondents are responsible for ensuring that their proposals align with the applicable statutory limits in effect at the time of submission and contract execution.

### **C. Scope of Services**

The City intends to engage one or more qualified professional companies/firms to provide continuing consulting and specified works. The scope of services may include, but is not limited to, the following:

- Prepare preliminary design reports and/or design alternative recommendations. These reports may include various types of utility modeling, surveying, and field data analysis.
- Prepare all required bidding/construction documents for airfield-related projects. This may include surveys, design plans and construction documents, technical specifications, and cost estimates. Attend required pre-design, design, bidding, and bid award meetings.
- Attend the pre-bid conference and prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages for the issuance of all agency permits (e.g. Federal, State, County, and City).
- Prepare grant applications and obtain grant funding through the Federal Aviation Administration and Florida Department of Transportation.
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. These may include preliminary and final project acceptance, preparation and approval of punch list items, and project certification as required by all permitting agencies.
- The above projects and services represent the general types of projects that may be included in this Request for Letter of Intent (RLI). Task Orders may be issued for similar work or services required for the development, operation, and maintenance of the Pompano Beach Airpark.

Work of a specified nature may include but is not limited to, the work described above and the following;

- Airfield civil, electrical, and mechanical engineering
- Landside civil, electrical, and mechanical engineering
- Architectural and supporting services
- Planning studies
- Environmental studies
- Airspace studies
- Construction administration, observation, inspection, and testing
- NEPA for Various Projects
- RW 10-28 Rehab Construct
- Correct TW A Pavement Expanses Construct
- Taxiway M South of RW 10-28 Realign and HS 1 Mitigation Design
- ALP Pen and Ink Update
- Master Stormwater Management Plan Update
- Airspace Obstruction Mitigation Design
- Runway 6-24 Rehabilitation and RSA Corrections Design
- Taxiway L Rehab Design
- Runway 15 and 24 RVZ Corrections Design
- Parcel I Airspace Planning
- Taxiway M South of RW 10-28 Realign and HS 1 Mitigation Construct

- Wildlife Hazard Mitigation Design
- Runway 15-33 NAVAID Upgrades Design
- Airspace Obstruction Mitigation Construction
- New Air Traffic Control Tower Design
- Taxiway L Rehab Construction
- Runway 15 and 24 RVZ Corrections Construct
- Runway 6-24 Rehabilitation and RSA Corrections Construction
- Wildlife Hazard Mitigation Construction
- Runway 15-33 NAVAID Upgrades Construction
- Southwest GA Ramp Rehab and Expand Design
- Taxiway M Relocation RW 10-28 to TW D Design
- Taxiway M Relocation RW 10-28 to TW D Construction
- New Air Traffic Control Tower Construction
- Taxiway B Rehab Design
- Southwest GA Ramp Rehab and Expand Construction
- Taxiway F Rehab Design
- Southwest Airfield Reconfigure Design
- New Taxiway Q Design
- Runway 15 Extension Justification Statement
- Taxiway B Rehab Construction
- Runway 15 Extension Benefit-Cost Analysis
- Runway 15 Extension Environmental Assessment
- Taxiway F Rehab Construction
- Taxiway M Relocation North of RW 15-33 Design
- VSR Rehab Phase 1 Northwest Design
- Southwest Airfield Reconfigure Construct
- VSR Rehab Phase 1 Northwest Construct
- VSR Rehab Phase 2 Southeast Design
- New Taxiway Q Construction
- VSR Rehab Phase 2 Southeast Construct
- VSR Rehab Phase 3 Southwest Design
- Taxiway M Relocation North of RW 15-33 Construction
- VSR Rehab Phase 3 Southwest Construct
- Runway 15 Extension Design
- Runway 15 Extension Construction

Companies/Firms must have previous general engineering aviation experience. They must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Regulation.

**D. Task/Deliverables**

Tasks and deliverables will be determined per project. Each project shall require the City to receive a signed Work Authorization (WA) form from the awarded company/firm. The forms shall be completed and include the agreed-upon scope, tasks, schedule, cost, and deliverables for the project. The awarded company(ies)/firm(s) must provide all applicable insurance requirements.

**E. DBE Requirements:**

The Disadvantaged Business Enterprise (DBE) policy ensures nondiscrimination in the award and administration

of the City's construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded respondent shall comply with and implement requirements of the U.S. Department of Transportation (USDOT) Rules and Regulations and Code of Federal Regulations (C.F.R.) 49 C.F.R. § 26, and the City's DBE Program Plan (collectively, the "DBE Program") in the award and administration of Subcontracts under any agreement resulting from this solicitation and associated contracts. The respondent shall not discriminate on the basis of race, color, national origin, or sex in the administration and performance of the contract. The respondent shall carry out DBE Program requirements in the award and administration of its subcontract agreements, regardless of tier. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

All firms qualifying under this solicitation are encouraged to submit proposals.

### **DBE Contract Goal(s):**

The **DBE participation goals for this project will be established on a task order-by-task order basis**. The requirement must be met with DBE-certified firms, in accordance with 49 C.F.R. § 26.55, or through the demonstration of sufficient good faith efforts (49 C.F.R. § 26.53). A proposed DBE Utilization Plan is required as part of the RFQ response and will be scored. The respondent shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

**Proposers submit a narrative to demonstrate their approach to ensuring nondiscrimination in contracting and facilitating DBE participation. Furthermore, proposers must list the DBE and non-DBE firms they intend to utilize to meet the associated DBE goals for each task order. This RLI will not require proposers to commit to specific dollar values or a percentage of DBE participation.**

### **F. Term of Agreement/Contract**

The contract is effective for three (3) years from the date of execution by the City and the firm. Upon the expiration of the initial term, the Contract may be renewed for up to two (2) additional one (1) year periods ("Renewal Terms"), provided that the Customer provides written notice of its intent to renew at least 90 days prior to the expiration of the then-current term. The renewal(s) shall be subject to the same terms and conditions as set forth herein unless otherwise mutually agreed in writing prior to the renewal date.

### **G. Project Web Requirements:**

1. This project will utilize e-Builder Enterprise<sup>TM</sup>, a web-based project management tool. This application is a collaboration tool that will allow all project team members continuous access through the Internet to important project data and up-to-the-minute decision and approval status information. e-Builder Enterprise<sup>TM</sup> is a comprehensive project and program management system that the City will use to manage all project documents, communications, and costs between the lead consultant, sub-consultants, design consultants, contractors, and the City. e-Builder Enterprise<sup>TM</sup> includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all companies/firms selected to provide services for the City of Pompano Beach.
2. Lead and sub-consultants shall conduct project controls outlined by the City, project manager, and/or

construction manager utilizing e-Builder Enterprise™. The city shall provide the designated web-based application license(s) to the prime consultant and sub-consultants. No additional software will be required.

The lead consultant and sub-consultants shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, City Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests, and the like, will be submitted in digital format via e-Builder Enterprise™.

#### **H. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Firm shall upload the response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** To maintain comparability and expedite the review process, proposals must be organized in the manner specified below, with the sections clearly labeled.

##### **Title page:**

Show the project name and number, the name of the Firm's company/firm, address, telephone number, name of the contact person, and the date.

##### **Table of Contents:**

Include a clear identification of the material by section and by page.

##### **Letter of Transmittal:**

Briefly state the Firm's understanding of the project and express a positive commitment to provide the services described herein. Please state the name(s) of the person(s) who will be authorized to make representations for the Firm, their title(s), office, and email addresses and telephone numbers. Please limit this section to two (2) pages.

##### **Technical Approach:**

Companies/Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed and how their company/firm proposes maintaining time schedules and cost controls.

##### **Schedule:**

Firm shall provide a timeline highlighting proposed tasks that meet all applicable deadlines.

##### **References:**

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Firm's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the Firm's activities with the project.

List any prior projects performed for the City of Pompano Beach.

**Project Team Form:**

Submit a completed “Project Team” form. This form aims to identify the proposed team's key members, including any specialty subconsultants.

**Organizational Chart:**

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Firm must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this solicitation. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects [successfully completed within the past five (5) years] where the team members have performed similar projects previously.

**Resumes of Key Personnel:**

Include resumes for key personnel for prime and sub-consultants.

**Office Locations:**

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and/or sub-consultants that may be utilized to support any or all of the professional services listed above, and the number of the professional and administrative staff at the prime office location.

If companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the companies/firms will arrange for a local office during the term of the agreement/contract, if necessary.

**DBE Participation:**

Proposers submit a narrative to demonstrate their approach to ensuring nondiscrimination in contracting and facilitating DBE participation. Furthermore, proposers must list the DBE and non-DBE firms they intend to utilize to meet the associated DBE goals for each task order. This RLI will not require proposers to commit to specific dollar values or a percentage of DBE participation.

**Litigation:**

Disclose any litigation within the past five (5) years arising out of your company/firm’s performance, including status/outcome.

**City Forms:**

The Firm Information Page Form and any other required forms must be completed and submitted electronically through the City’s eBid System. The City reserves the right to request additional information to ensure the Firm is financially solvent. It has sufficient financial resources to perform

the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-proposal opening and prior to evaluation that demonstrate the Firm's ability to perform the resulting agreement/contract and provide the required materials and/or services.

**Reviewed and Audited Financial Statements:**

Firms shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Firms shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating the organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "FINANCIAL STATEMENTS" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months before the date of filing this solicitation's response. The financial statements must be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is twelve (12) months or more before the submittal date.

The City is a public agency subject to Chapter 119, Florida's Public Records Law, and must provide the public with access to public records; however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the Firm is financially solvent. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-proposal opening and prior to evaluation that demonstrate the Firm's ability to perform the resulting agreement/contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

**I. Insurance**

The contractor/consultant shall not commence services under the terms of this agreement/contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a solicitation and have questions regarding the insurance requirements, don't hesitate to get in touch with the City's Procurement and Contracts Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

The contractor/Consultant is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

Throughout the term of this agreement/contract, the City, by and through its Risk Manager, reserves the right to

review, modify, reject, or accept any insurance policies required by this agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City review or acceptance of insurance maintained by the contractor/consultant, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the contractor/consultant under this agreement/contract.

Throughout the term of this agreement/contract, the contractor/consultant and all sub-contractors/sub-consultants or other agents hereunder shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The contractor/consultant further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
  - (a) Naming the City of Pompano Beach as an additional insured as the City’s interests may appear, on General Liability Insurance only, relative to claims which arise from the firm’s negligent acts or omissions in connection with contractor/consultant’s performance under this agreement/contract.
  - (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claim incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors’	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and

Aggregate

\_\_\_ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.

- XX comprehensive form XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

\_\_\_ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

\_\_\_ other than umbrella bodily injury and \$1,000,000 \$1,000,000 property damage combined

PROFESSIONAL LIABILITY Per Occurrence Aggregate

XX \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(c) If Professional Liability insurance is required, the Consultant agrees the indemnification and hold harmless provisions set forth in the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- \_\_\_ Network Security / Privacy Liability
\_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
\_\_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
\_\_\_ Coverage shall be maintained in effect during the period of the agreement/contract and for not less than four (4) years after termination/ completion of the agreement/contract.

3. Employer's Liability. If required by law, the Consultant and all sub- contractors/sub-consultant shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five

Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this agreement/contract, insurance is required of the Awarded Firm, the Awarded Firm shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and
- (d) A provision in all policies affording thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. The awarded company/firm waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the awarded company/firm shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Awarded Firm enter into such an agreement/contract on a pre-loss basis.

**J. Selection/Evaluation Process**

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/ firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Letter of Interest(s) received and to select the most qualified firm(s). All Letters of Interest will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RLI. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of an Agreement.

Proposals will be evaluated using the following criteria:

<b>Line</b>	<b>Criteria</b>	<b>Points Range</b>
<b>1</b>	<b>Prior experience of the company/firm with projects of similar size and complexity:</b> <ul style="list-style-type: none"><li>a) Number of similar projects</li><li>b) Complexity of similar projects</li><li>c) References from past projects performed by the company/firm</li><li>d) Previous projects performed for the City (provide the description)</li><li>e) Litigation within the past five (5) years arising out of the company's/firm's performance (list, describe outcome)</li></ul>	<b>0-40</b>

<b>2</b>	<b>Qualifications of personnel including sub-contractor/sub-consultants:</b>	<b>0-35</b>
	<ul style="list-style-type: none"> <li>a) Organizational chart for project</li> <li>b) Number of technical staff</li> <li>c) Qualifications of technical staff:</li> <li>d) Number of licensed staff</li> <li>e) Education of staff</li> <li>f) Experience of staff on similar projects</li> </ul>	
<b>3</b>	<b>Proximity of the nearest office to the project location:</b>	<b>0-15</b>
	<ul style="list-style-type: none"> <li>a) Location</li> <li>b) Number of staff at the nearest office</li> </ul>	
<b>4</b>	<b>DBE Utilization Plan</b>	<b>0-10</b>
	<ul style="list-style-type: none"> <li>a) How viable is the respondent's strategy for ensuring nondiscrimination in contracting in accordance with the DBE program requirements?</li> <li>b) Has the respondent provided a list of DBE firms to be used throughout the Project?</li> <li>c) Has the respondent identified significant roles and responsibilities for DBE firms?</li> </ul>	
<b>Total</b>		<b>100</b>

**NOTE:**

Financial statements required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation and not required by the City may be subject to public disclosure.

The City Commission has the authority to (including, but not limited to) approve the recommendation, reject the recommendation, and direct staff to re-advertise this solicitation or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**Tie Breaker:**

In case there is a tie for the highest-ranked firms, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) DBE
- 3) Coin Toss

**Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any Letter of Interest containing material deviations from the RLI. The Committee may recommend waiving any irregularities and technicalities. If only

one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive statement received and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole firm or may recommend rejecting the proposal.

**Committee’s Recommendations:**

The Evaluation Committee may recommend rejecting the Letter of Interest received or awarding the contract.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation sessions with as many ranked responsive firms, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked firm first, then the second highest-ranked firm, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive firm if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the

right to negotiate any term, condition, or specification during an exempt negotiation session with the highest-ranked responsive firm.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive firm and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive firm first, then the second highest-ranked firm, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive firm if it chooses to do so. Each ranked responsive firm must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the firm to the changes made during the negotiation session and be prepared to provide its best and final offer. Any information communicated between the Committee and a ranked responsive firm during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive firms, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive firms; to declare an impasse with a ranked responsive firm; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive firms. The Committee may declare an impasse with a ranked responsive firm at any time or proceed with further negotiations with one (1) or more of the next highest-ranked firm(s). Suppose negotiations are unsuccessful or have reached an impasse with a ranked firm; in that case, the Committee reserves the right not to recommend an award to a ranked firm if it is in the City's best interest, and this must be stated on the record. The final scores are only a ranking of statements received for negotiation (i.e., the highest-ranked firm will be the first to start the negotiations) and do not determine the actual award.

**Determination of Award:**

The City Commission shall consider the Committee’s award recommendation for this RLI and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee’s recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this solicitation “as is” or by adopting a modified version.

**K. Hold Harmless and Indemnification**

Firm covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this agreement/contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

#### **L. Right to Audit**

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful firms), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Firm r or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the service, and until five (5) years after the date of final payment by the City to awarded company/firm pursuant to the agreement/contract.

The City agent or its authorized representative shall have access to the awarded company's/firm's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City agent or authorized representative shall give auditees reasonable advance notice of intended audits.

The awarded company/firm shall require all sub-contractors/sub-consultants, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the contractor/consultant pursuant to the agreement/contract.

#### **M. Retention of Records and Right to Access**

The City is a public agency subject to Florida Statutes Chapter 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the awarded company/firm 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 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 Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record

- requirements are not disclosed except as authorized by law;
4. 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
  5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm 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.

#### **N. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications that are in writing from an authorized representative of the company/firm will be recognized by the City as duly authorized expressions on behalf of the respective company/firm.

#### **O. No Discrimination**

No discrimination shall be made on the basis of race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

#### **P. Independent Contractor**

The awarded company/firm will conduct business as an independent contractor/consultant under the terms of the agreement/contract. Personnel services provided by the awarded company/firm shall be by employees of the awarded company/firm and subject to supervision by the awarded company/firm, and not as City officers, employees, or agents. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the awarded company/firm.

#### **Q. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reason, Firm's staff assigned to this project at any time. Background checks may be required.

#### **R. Agreement/Contract Terms**

The agreement/contract resulting from this solicitation shall include, but not be limited to, the following terms:

- The agreement/contract shall include, at minimum, the entirety of this solicitation and the awarded proposal. It shall be prepared by the City of Pompano Beach City Attorney.
- If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded

company/firm agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**S. Waiver**

It is agreed that no waiver or modification of the agreement/contract resulting from this solicitation or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract or the right or obligations of any party under it unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

**T. Survivorship Rights**

The agreement/contract resulting from this solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

**U. Manner of Performance**

Firm agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation professionally and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Firm agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by educated, trained, experienced, certified, and licensed employees in all areas encompassed within its designated duties. Firm agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Firm further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Firm to comply with this paragraph shall constitute a material breach of agreement/contract.

**V. Acceptance Period**

Proposals submitted in response to this solicitation must be valid for no less than one hundred and twenty (120) days from the closing date.

## **W. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. By electronically submitting a proposal, all firms shall agree to comply with all of this solicitation's conditions, requirements, and instructions as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Firm's response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Firm affirms that a complete set of solicitation documents was obtained from the eBid System only, and no alteration of any kind has been made to this solicitation. Exceptions or deviations to this proposal may not be added after the due date.

All firms are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation or reject all proposals if, in its sole discretion, it deems it to be in the City's best interest to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the City's best interests to do so.

The City shall not be liable for any costs incurred by the Firm in preparing proposals or for any work performed therein.

## **X. Standard Provisions**

### **1. Governing Law**

Any agreement/contract resulting from this solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

### **2. Licenses**

In order to perform public work, the awarded company/firm shall be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by State Statutes or local ordinances.

### **3. Conflict of Interest**

To determine any possible conflict of interest, each Firm must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or employee, the Firm must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statute, Section 112.313.

### **4. Free Workplace**

The awarded company(ies)/firm(s) will be required to verify it will operate a "Drug-Free Workplace" as outlined in Florida Statute, Section 287.087.

### **5. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity

crime may not submit a proposal on an agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, consultant or sub-consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

Suppose the awarded company/firm requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright. In that case, the awarded company/firm and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

7. Permits

The Awarded Firm shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances to perform the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may affect its/their services pursuant to this solicitation. Ignorance on the part of the company/firm will not relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A company/firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the Procurement and Contracts, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated agreement/contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to the contract's user department. In accordance with Florida Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Firm shall:
  - i. Keep and maintain public records required by the City in order to perform the service;

- ii. Upon request from the City's custodian of public records, provide the City with a copy of 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 Florida Statutes, Section 119 or as otherwise provided by law;
  - iii. 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
  - iv. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/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 compatible with the City's information technology systems.
- b. Failure of the contractor/consultant to provide the above-described public records to the City within a reasonable time may subject the contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **Y. Questions, Communication, and Addendums**

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the firm's responsibility to obtain all addenda before submitting a response to this solicitation.

Issuing a written addendum or posting an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods for interpretation, clarification, or additional information. If any addendum is issued to this solicitation, the addendum will be issued via the eBid System. Before submitting its response, each firm shall be responsible for contacting the City's Procurement and Contracts Department at (954) 786-4098 to determine if an addendum was issued and to make such an addendum a part of its proposal. Each addendum will be posted to the solicitation in the eBid System.

**Z. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or firms whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

**Director of Procurement and Contracts,  
City of Pompano Beach**

**1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060 FIRM INFORMATION FORM**

**END OF THE RLI**



## RLI25-031 Addendum 2

Garver

### Supplier Response

#### Event Information

Number: RLI25-031 Addendum 2  
Title: Continuing Contracts for Airpark Engineering Services (CCNA)  
Type: Request for Letters of Interest  
Issue Date: 6/24/2025  
Deadline: 7/29/2025 02:00 PM (ET)  
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the RLI25-031 for Continuing Contracts for Airpark Engineering Services (CCNA).

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents.

#### Contact Information

Contact: Eric Seifer  
Address: Procurement and Contracts  
1190 NE 3 Avenue  
Building C  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Email: eric.seifer@copbfl.com

## Garver Information

Contact: Cody Parham  
Address: 600 W. Hillsboro Blvd  
Suite 602  
Deerfield Beach, FL 33441  
Phone: (954) 719-0063  
Email: CTParham@GarverUSA.com  
Web Address: www.garverusa.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Cody Parham

*Signature*

*Submitted at 7/29/2025 10:59:53 AM (ET)*

CTParham@GarverUSA.com

*Email*

## Requested Attachments

### Proposal

RLI 25-031 Continuing Contracts  
for Airpark Engineering Services  
for PMP\_Garver.pdf

The electronic version of the Letter of Interest must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

### Project Team Form

Project Team Form\_final.pdf

Submit a completed "Project Team" form. This form aims to identify the proposed team's key members, including any specialty subconsultants.

### Proposer Information Page Form

Proposer Information Page.pdf

### Audit Financial Statement

2024 Garver LLC FINAL  
STATEMENTS\_CONFIDENTIAL.pdf

Firms shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating the organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "FINANCIAL STATEMENTS" and marked "CONFIDENTIAL."

### Qualification of Bidders Form

Qualifications Of Bidders Form.pdf

### W9 Request for Taxpayer Identification Number and Certification

Garver, LLC 2025 W-9 1.pdf

## Bid Attributes

### 1 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE  
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.  
PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
  - (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
  - (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
  - (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

### 2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

### 3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

**4 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree

**5 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes



July 29, 2025

STATEMENT OF QUALIFICATIONS FOR

# Continuing Contracts for Airpark Engineering Services for Pompano Beach Airpark | RLI 25-031

**Garver**

600 W. Hillsboro Blvd, Suite 602  
Deerfield Beach, FL 33441  
(954) 719-0063  
Contact: Cody Parham, PE



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Reviewed and Audited Financial Statements  
Uploaded separately in eBid System



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i

## Letter of Transmittal

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July 29, 2025  
City of Pompano Beach

**RE: RLI 25-031 Continuing Contracts for Airpark Engineering Services**

Dear Selection Committee:

It has been my privilege to serve the City of Pompano Beach and the Pompano Beach Airpark (PMP) continuously since 2011. Through our work together, I've developed a deeper understanding of your vision for the Airpark and its operational needs. This understanding informed my work with Airport Manager Steve Rocco in developing a **15-year capital improvement plan for the Airpark that will leverage up to \$100 million in grants** from the FAA and FDOT.

In addition to my personal Airpark experience, Garver brings expertise gained from providing finance, planning, design, and construction services at 269 general aviation facilities nationwide. My institutional knowledge of the Airpark combined with Garver's extensive general aviation resume will enable the Garver Team to efficiently deliver the 2025-2029 Airpark work program with the responsiveness you've come to expect from me.

**Understanding of the Continuing Contracts Program and Positive Commitment to Provide the Requested Services**

I understand the priority projects in the Airpark's capital program and will commit Garver's most qualified resources to delivering the work.

Understanding the Program	Commitment to Provide Services
<b>Runway 10-28 Construction Administration and RPR</b>	Garver RPR Sarah Coffelt is a Florida-based pilot and civil engineering employee with full movement area driver capability and a knack for coordinating between your Operations team and the contractor.
<b>Taxiway M South Realign and Hot Spot 1 Mitigation</b>	We've developed a phasing approach that limits disruption to your only jet Runway 15-33 and primary Runway 10-28. See our Technical Approach for more information.
<b>Runway 15 and 24 RVZ Corrections</b>	We will build on the platting and LAPC abandonment work started by City staff, updating the ALP and removing the obstructions from the Airpark's FAA database.

Our team brings unrivaled experience at PMP, expertise in your work program, and a local team responsive to your needs. We ask that you select Garver as the best firm to serve the City and the Airpark under this contract and we are excited for the opportunity!

Sincerely,

Cody Parham, PE  
Project Manager

John Carrigan, PE, LEED AP  
Florida Region Leader  
600 W. Hillsboro Blvd., Ste. 602  
Deerfield Beach, FL  
jwcarrigan@garverusa.com  
(954) 249-8396



**Cody Parham, PE**  
PROJECT MANAGER  
600 W. Hillsboro Blvd.,  
Suite 602  
Deerfield Beach, FL 33441  
(954) 719-0063  
CTParham@GarverUSA.com



**Garver Aviation By the Numbers**

**269**

General Aviation Airports Served Nationwide

**180**

Dedicated Aviation Staff

**#15**

Engineering News-Record Top 25 Aviation Firms

John Carrigan is authorized to make representations, such as binding legal agreements, on behalf of Garver. John commits to supporting Cody and the City with responsive attention to any matters requiring representations by the firm.

## EXECUTIVE SUMMARY

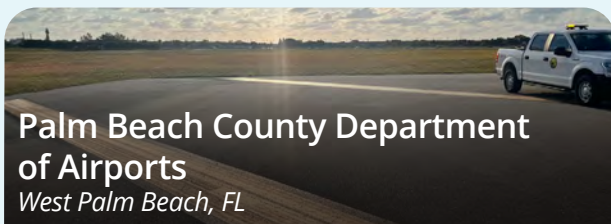
In recognition of the evaluation committee's valuable time, we have provided an executive summary of Garver's qualifications relative to the RFQ's evaluation criteria.

### Prior Experience of the Company/Firm with Projects of Similar Size and Complexity

*Sections 3, 6, and 10*

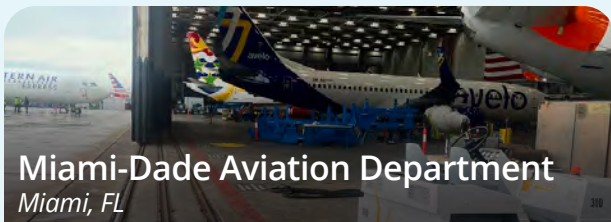
Garver specializes in continuing services and on-call contracts—we have delivered 220 assignments under continuing services contracts in the past year alone. Garver currently provides continuing engineering services for four Florida aviation clients: Boca Raton Airport, Pensacola International Airport, the Greater Orlando Aviation Authority, and Miami-Dade Aviation Department. Our references can attest to the quality of Garver's work on similar contracts. As requested, our litigation disclosure statement is included in Section 10.

### » References



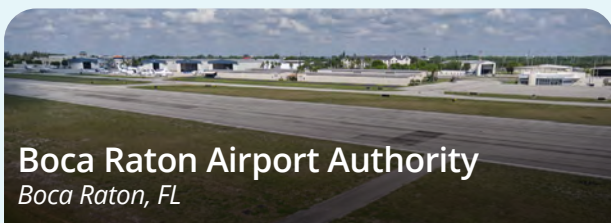
#### Palm Beach County Department of Airports

*West Palm Beach, FL*



#### Miami-Dade Aviation Department

*Miami, FL*



#### Boca Raton Airport Authority

*Boca Raton, FL*

### Proximity of the Nearest Office to the Project Location

*Section 8*

Project Manager Cody Parham, Principal in Charge John Carrigan, and Site Infrastructure Design Lead Maurizio Feoli are all located in Garver's Deerfield Beach office. With key leaders only 8 miles away, Garver will provide a regular, on-site presence to support your needs.

### Qualifications of Personnel Including Sub-Contractor/Sub-Consultants

*Sections 5, 6, 7 and 8*

Garver Project Manager Cody Parham, PE, hand-picked Garver staff and subconsultant partners with experience relevant to PMP's upcoming projects. With 20 technical staff located in Florida and 180 aviation personnel, Garver has the experience to serve PMP.

### » Key Personnel



#### Cody Parham, PE

*Project Manager*

Serving PMP since 2011, programming \$100 million in grant funding, including PMP's first FAA AIP grant



#### John Carrigan, PE, LEED AP

*Buildings Lead*

Has a plan to fund renovations of your air traffic control tower to extend its useful life.



#### Maurizio Feoli, PE, LEED BD+C

*Site Infrastructure Design Lead*

Will phase your Taxiway M and Hot Spot 1 Project to keep jet access to Runway 15-33.



#### Nathan Polsgrove, A.A.E., IAP, ACE

*Planning Lead*

Former airport manager and licensed pilot will guide your Airport Layout Plan updates through FAA approval.



#### Sarah Coffelt

*Construction Lead*

Brings a pilot's perspective to maximizing your grant funds during construction.

### DBE Utilization Plan

*Section 9*

Like the City of Pompano, Garver is committed to DBE participation. We have carved out meaningful roles for our four DBE partner firms in an effort to not only achieve your goals, but also grow each firm's expertise on aviation projects. Garver regularly exceeds DBE participation goals for our clients and is committed to the meaningful involvement of DBE partners in the Airpark's upcoming projects.



1

# Technical Approach

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# Technical Approach

## Garver Understands PMP's Upcoming Projects

We know the most important upcoming projects at PMP are the Runway 10-28 Rehabilitation, Taxiway M South Realignment, Lease Parcel Development, RVZ Corrections, and the NEPA work to make them all grant-eligible. The graphic below highlights these key projects and the primary focus for each. Garver's approach to the upcoming work at PMP maximizes grant funding, maintains schedules, and controls the Airpark's out of pocket costs.

### P2025-2029 Planned Capital Improvement Projects



## Project Schedule

See Section 2 for discussion of timing and scheduling of projects shown.

### Ability to Meet Deadlines and Control Costs

The hallmark of a successful project is being on time and on budget. For the task orders assigned under this contract, we will utilize six steps to meet schedules and control costs:

1. Work closely with PMP to develop a comprehensive scope.
2. Draw upon similar experience to develop a fully attainable design schedule and budget.
3. Develop a realistic cost/schedule model for the project.
4. Monitor progress and workloads through weekly team meetings.
5. Adjust resources to meet schedule and budget needs.
6. Confirm subconsultants' efforts are properly managed and coordinated.

### Garver's Approach to Your Projects

While this continuing contract may require a variety of unanticipated projects, we recognize that several projects are key to enhancing the safety and capacity of the Airpark and are programmed for significant grant funding. In the following pages, we identify the primary challenges with some of these projects and provide our approach to mitigate the challenges while maintaining schedules and controlling costs.

» Look for the **Cost** 💰 and **Schedule** 📅 icons throughout the Technical Approach to learn how the Garver Team will make sure that your projects are delivered on time and within budget.

### Runway 10-28 Rehabilitation Construction

We understand that Airpark leadership relies heavily on grants and hopes to maximize the use of grant funding without exceeding the project budget for the rehabilitation of Runway 10-28. **Your Construction Lead, Sarah Coffelt will track spend rates and project budget surpluses monthly, and from there, will suggest supplements like grading, sodding, and fresh markings to make use of all available funds in the most expedient and effective way for PMP.**

Cody Parham, PE, served as the project manager for the design of this project with a previous firm. During construction, Cody will continue to serve as your project manager, providing seamless project leadership from design. His familiarity with the design enables us to respond quickly to unforeseen field conditions that would potentially delay less familiar teams. Cody will be supported by Sarah and over 80 staff who are qualified to perform daily construction observation services.

## Sarah Coffelt CONSTRUCTION LEAD

As a licensed pilot with construction experience at both general aviation and commercial service airports in South Florida, Construction Lead Sarah Coffelt enforces high standards of site cleanliness and presentation—keeping your Airpark orderly and professional even during major projects.



### Your Vision is Our Focus



**Our work isn't defined by process alone; it's based on people too.**

Scan or click the QR code to learn how Site Infrastructure Design Lead Maurizio Feoli tailors his designs to the vision of Airpark Manager Steve Rocco.



### Taxiway M South Realignment and Hot Spot 1

One of the largest upcoming projects at PMP is the phased realignment of Taxiway M to provide a full parallel taxiway that meets aircraft category B-II separation requirements.

**The southwest quadrant of the airfield is heavily trafficked and maintaining aircraft operations on and around Taxiway M throughout construction is critical.**

Fortunately, all of PMP's runways exceed FAA standard width requirements, which reduces the amount of work required within the Runway Safety Area (RSA), limiting impacts on both runways during construction of Taxiway M.

Our phasing plan provides for:

- Continuous access to/from Runway 10-28
- Continuous use of parallel Taxiways L or K, and
- Continuous access to all parking positions.



**Depending on the time of year, we'll direct the contractor to combine phases to increase productivity and reduce overall work duration.**

### Slope Stabilization



Project Manager Cody Parham pioneered slope stabilization at the Airpark using turf reinforcing on the recently completed Runway 28 Extension.

Scan or click the QR code to access a video of Cody explaining how he will apply best practices from that project to upcoming work on the southwest airfield.



### Taxiway M Representative Phasing Plan



### Runway 6-24 Rehabilitation & RSA Corrections

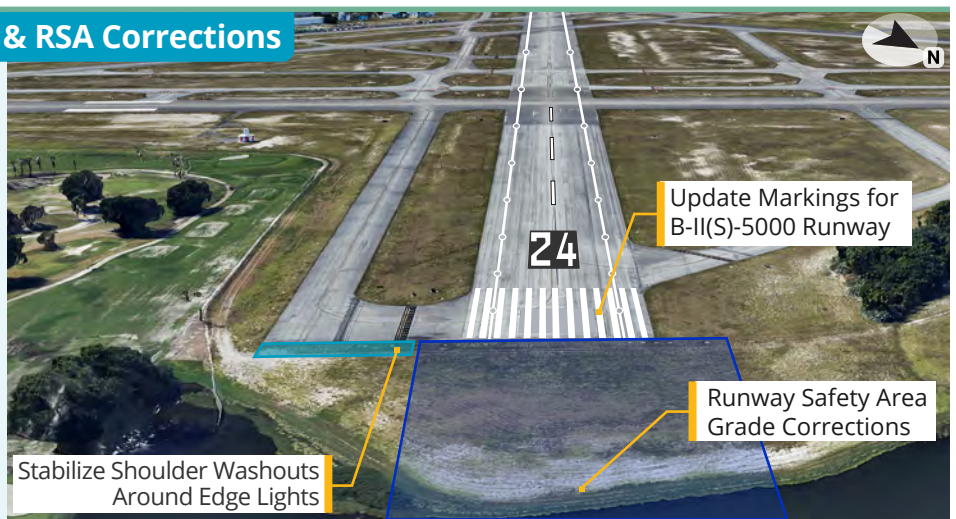
This project will not rank high for federal funding. Anticipating a large local funding component, we've identified cost saving measures:



**Reducing runway width to 75 feet eliminates 50% of pavement work.**

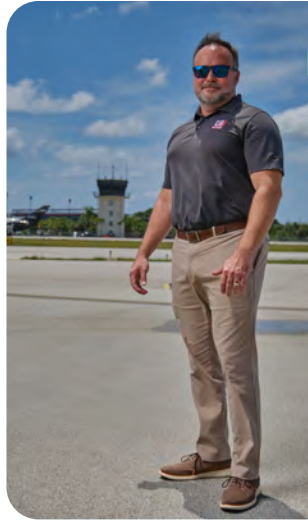


**Substituting armored embankment mats may reduce costs 70% compared to retaining walls.**



### New Air Traffic Control Tower

After 50 years of service at the Airpark, PMP's air traffic control tower (ATCT) has begun to show its age. Other funding priorities have continually pushed back the schedule for the tower's reconstruction. Garver plans to perform a full building systems assessment and recommend a targeted rehabilitation of the building. This approach will extend the tower's useful life and enhance the comfort of its inhabitants until full funding can be obtained for reconstruction.



“ I recently led a building systems assessment for the Boca Raton Airport's ATCT that will become the basis for an upcoming FAA Contract Tower (FCT) grant application. I'll leverage that experience to bring the best contractors and most accurate cost data to PMP's tower rehabilitation. ”

John Carrigan, PE, LEED AP  
Building Design Lead

### New Sources of Funding



**Our Strategic Funding Team has identified additional funding sources for the Airpark's work program.** The air traffic control tower's hybrid status as a Federal and Contract facility means that it is potentially eligible for multiple funds. The Federal Contract Tower Program will open for applications in late summer 2025. The Airport Terminals Program may also have eligible funds available.

Megan McLellan, CM, MBAA, is Garver's Strategic Funding Manager with 22 years of professional experience. Megan is currently providing grant and funding assistance for Boca Raton Airport.



### Planning and Environmental

Our proposed schedule provided in Section 2 allows the Airpark to compete for FAA discretionary funds every year. To qualify for those funds, the Airpark needs to update its Airport Layout Plan (ALP) and complete the environmental work required by the National Environmental Policy Act (NEPA). **We'll prioritize this work upon selection to maintain eligibility for these funds.**



#### Airport Layout Plan Update

Recently completed construction and the Airpark leadership's desire for additional improvements will necessitate an ALP update under this contract.

Our goal is to refine your ALP to accurately reflect the current condition of the Airpark and facilitate grant eligibility for projects not currently shown on the ALP. We aim to provide airport leadership with the most accurate planning documents available as well as maximize the number of projects eligible for grant funding.

### Timely NEPA Approval

NEPA approval is a critical path requirement for the upcoming federally funded projects. Failure to complete CATEXs in a timely manner jeopardizes funding opportunities and may result in project delay or cancellation. A significant challenge in CATEX approval is the review process and duration undertaken by the FAA. Understanding there are elements outside of the control of Garver and the City, we will take an approach of early coordination with the FAA to identify any requirements they may have to include in their CATEX submittals. **With this approach, Garver has successfully completed over 200 CATEX forms at airports nationwide.**

**To keep PMP's projects on schedule and successfully navigate environmental challenges, we will begin FAA ADO coordination as early as one year out from the project's proposed design.** With a proactive and schedule-based approach, Garver aims to provide PMP with a steady stream of FAA funding for major capital projects, enhancing safety and compliance.





2

## Schedule

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# Schedule

## The Garver Team Approach

Garver's schedule for design and construction of projects anticipated in the 2025-2029 contract period:

- Spends all of PMP's IJA funds before they expire,
- Prioritizes Airport Manager Steve Rocco's vision, and
- Keeps the Airpark eligible for FAA funds.

### PROJECT DELIVERY SCHEDULE

PROJECT	2025	2026	2027	2028	2029	2030	2031
NEPA for Various Projects	Design						
Runway 10-28 Rehabilitation Construction		Construction					
Taxiway M South Realignment and Hot Spot 1 Mitigation Design			Design	Design			
Taxiway M South Realignment and Hot Spot 1 Mitigation Construction					Construction		
ALP Pen and Ink Update			Design				
Master Stormwater Management Plan Update			Design	Design			
Airspace Obstruction Mitigation Design			Design	Design			
Airspace Obstruction Mitigation Construction					Construction		
Runway 6-24 Rehabilitation and RSA Corrections Design				Design	Design		
Runway 6-24 Rehabilitation and RSA Corrections Construction						Construction	Construction
Taxiway L Rehabilitation Design				Design			
Taxiway L Rehabilitation Construction						Construction	
Runway 15 and 24 RVZ Corrections Design				Design			
Runway 15 and 24 RVZ Corrections Construct.						Construction	
Parcel I Airspace Planning				Design			
Wildlife Hazard Mitigation Design					Design		
Wildlife Hazard Mitigation Construction							Construction
Runway 15-33 NAVAID Upgrades Design					Design		
Runway 15-33 NAVAID Upgrades Construction							Construction
New Air Traffic Control Tower Design					Design	Design	Design

Design Construction



3

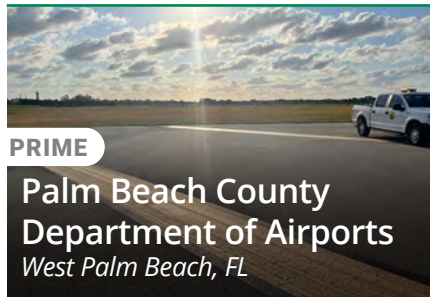
## References

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# References

## Florida Airports Enjoy Working with Garver

We recognize that our reputation is not based on what we say about ourselves, but on what our clients say about us. We encourage you to contact our airport clients listed below.



### Runway 10L-28R Rehabilitation

Garver is currently providing design services for improvements to Runway 10L-28R and surrounding airfield infrastructure elements at PBI.

*Similarities:* Airfield Design and Construction, FAA Grant Management, Drainage Improvements

**Contact:**

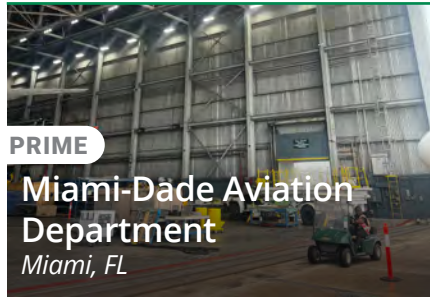
Gary Sypek  
*Deputy Director of Airports*  
 gsypek@pbia.org  
 561-471-7474

**Construction Cost:**

\$39,600,000 (est.)

**Fee:**

\$1,849,738



### Engineering Consulting Services

Garver is providing building engineering services for building recertification task orders under an Equitable Distribution Program contract agreement with MDAD.

*Similarities:* Building Assessments, Urgent Work Orders Requiring Fast Responses, South Florida Building Code Expertise

**Contact:**

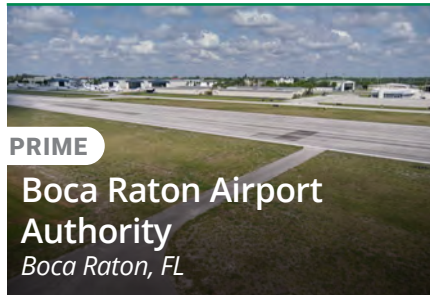
Victor Mendez  
*Construction Manager III*  
 vmendez@miami-airport.com  
 305-876-7066

**Construction Cost:**

\$17,911,589 (est.)

**Fee:**

\$684,214



### Engineering Consulting Services Contract

BRAA has engaged Garver to perform planning, design, and construction administration services for airport improvement projects.

*Similarities:* Protected Species Mitigation, Continuing Contract for GA Airport, FAA Grant Application and Administration

**Contact:**

Clara Bennett  
*Executive Director*  
 clara@bocaairport.com  
 561-391-2202 x211

**Construction Cost:**

\$5,987,042 (est.)

**Fee:**

\$829,457

## Prior Projects Performed for the City of Pompano Beach

Cody Parham has 14 continuous years of experience working at PMP, having previously acted as client services manager at a previous firm. He built PMP's CIP while providing all capacities of engineering services during previous on-call contracts.

Cody's projects at PMP include:

- Taxiway K Rehabilitation
- Parcel Y Infrastructure and Tenant Negotiations
- Parcel I Conceptual Planning
- Runway 10-28 Rehabilitation Design
- Pavement Management Program
- DBE Program
- Runway 10-28 Extension
- Airport Layout Plan Update
- Taxiway G Relocation Design

The Garver Team's subconsultants include TSFGEO, KEITH, and Quantum Electrical Engineering, whose leads have worked with Cody and the Airpark for over a decade. While Garver itself has not performed any projects for the City, the firm is being issued a work order for airspace analysis for a new building at the adjacent water treatment plant. In addition, Garver's South Florida employees have served the tri-county area airport community for decades while at previous firms.



4

## Project Team Form

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**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RLI IN THE EBID SYSTEM.**

**PROJECT TEAM**

RLI NUMBER 25-031

Federal I.D.# 01-0733400

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>John Carrigan, PE, LEED AP</u>	<u>26</u>	<u>BS</u>
Project Manager	<u>Cody Parham, PE</u>	<u>18</u>	<u>BS</u>
Asst. Project Manager	<u>Maurizio Feoli, PE, LEED BD+C</u>	<u>9</u>	<u>BS</u>
Other Key Member	<u>Nathan Polsgrove, A.A.E., IAP, ACE</u>	<u>20</u>	<u>MBA, BS</u>
Other Key Member	<u>Sarah Coffelt</u>	<u>4</u>	<u>BS</u>

**SUB-CONSULTANT**

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>N/A</u>	<u>N/A</u>
Landscaping	<u>N/A</u>	<u>N/A</u>
Engineering	<u>N/A</u>	<u>N/A</u>
Other Key Member	<u>AJT Engineering, Inc.</u> <u>1970 Michigan Ave., Building E, Cocoa, FL 32922</u>	<u>Pete Deeks</u>
Other Key Member	<u>The Chappell Group</u> <u>714 East McNab Rd., Pompano Beach, FL 33060</u>	<u>Tyler Chappell</u>
Other Key Member	<u>Chen Moore and Associates</u> <u>500 W. Cypress Creek Rd., Ste. 600, Fort Lauderdale, FL 33309</u>	<u>Cole Benjamin, PE</u>
Other Key Member	<u>Justin Architects, P.A.</u> <u>2400 E Commercial Blvd., Ste. 201, Fort Lauderdale, FL 33308</u>	<u>Daniel Justiniano, RA, NCARB</u>

Other Key Member	<u>KEITH</u> <u>301 E. Atlantic Blvd., Pompano Beach, FL 33060</u>	<u>Kelli, Schueler, PLA, LEED AP</u> <u>Chuck Schramm, PSM; Mark Mitchell</u>
Other Key Member	<u>Quantum Electrical Engineering, Inc.</u> <u>5571 N. University Dr., Coral Springs, FL 33067</u>	<u>Amy Champagne-Baker, PE</u>
Other Key Member	<u>Ricondo &amp; Associates, Inc.</u> <u>3504 Lake Lynda Dr., Ste. 165, Orlando, FL 32817</u>	<u>Brad Weston, CM</u>
Other Key Member	<u>TSGGeo</u> <u>2765 Vista Pkwy., Ste. 10, West Palm Beach, FL 33411</u>	<u>Raj Krishnasamy, PE</u> <u>Morgan Dickinson, PE, SI</u>



5

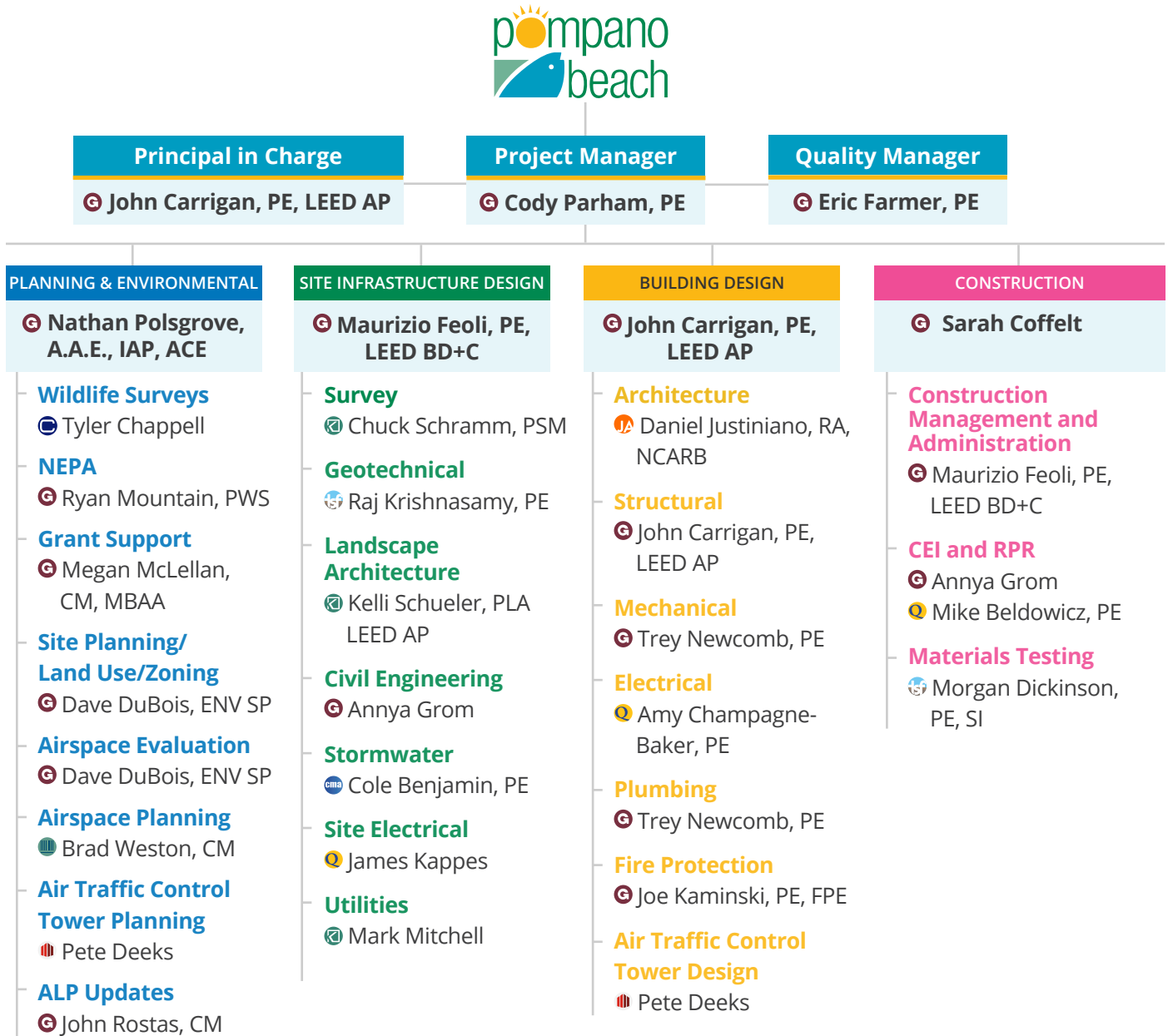
## Organizational Chart

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# Organizational Chart

## The Garver Team is Organized For Success

As task orders are assigned, Cody will leverage the team outlined below, as well as Garver’s 180 aviation-dedicated personnel, to appropriately staff each task order to meet its scope and schedule. Resumes for key staff can be found in Section 8, beginning on page 25.



**BOLD** indicates key team members



\*Indicates DBE Firm

**Team Management**

We have organized the Garver Team so that there is a single, accountable Program Manager for all projects flowing through the on-call contract. Cody Parham will perform task order initiation and contracting, manage overall task order schedules and budgets, execute a robust QC program, and provide regular progress reporting on all task orders back to the City.

Cody will be supported by four Discipline Leads John Carrigan, Nathan Polsgrove, Maurizio Feoli, and Sarah Coffelt to assist with team organization, schedule management, budget tracking, and design expertise. With this approach, Cody will be the main point of contact while the Discipline Leads will handle production of specific task orders and provide project-specific coordination.

**Cody Parham, PE** **PROJECT MANAGER**

**18** Years Experience   **200+** Airport Continuing Contract Projects   **100%** Committed

Cody Parham has worked at PMP since 2011, working his way up from a project engineer to manager of on-call contracts. Most recently, he served as the Program Manager responsible for programming and designing utility and stormwater improvements to activate formerly vacant parcels for lease. **This familiarity with PMP, in addition to his statewide experience, enables Cody to bring the expertise and efficiency needed to deliver your projects on time and within budget.**



**John Carrigan, PE, LEED AP**

**PRINCIPAL IN CHARGE & BUILDINGS LEAD**



**26**  
Years Experience

**131**  
Airports Served

**Nathan Polsgrove, A.A.E., IAP, ACE**

**PLANNING & ENVIRONMENTAL LEAD**



**20**  
Years Experience

**131**  
Airports Served

**Maurizio Feoli, PE, LEED BD+C**

**SITE INFRASTRUCTURE DESIGN LEAD**



**9**  
Years Experience

**40**  
Airports Served

**Sarah Coffelt**

**CONSTRUCTION LEAD**



**4**  
Years Experience

**42**  
Airports Served



6

## Statement of Skills and Experience of Project Team

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# Statement of Skills and Experience of Project Team

## → Garver Is a One-Stop Shop for Your Consulting Needs

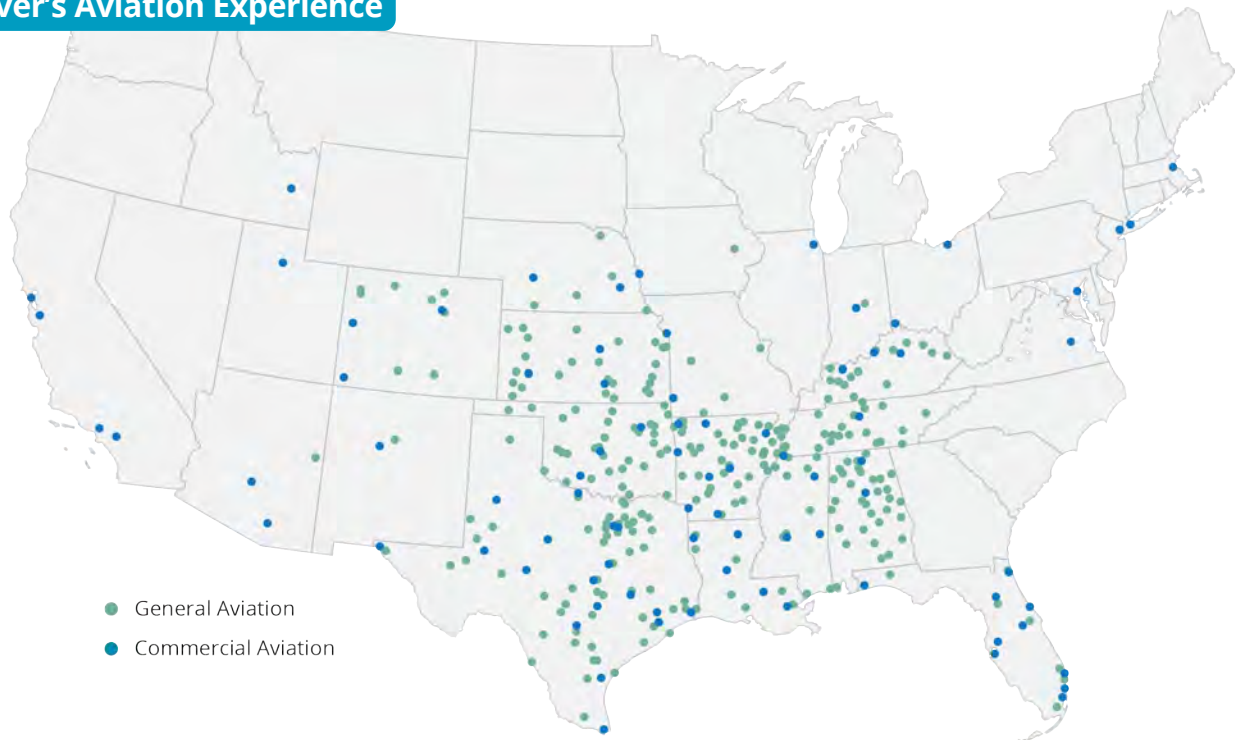
The Garver Team offers full-service capabilities to meet the needs of PMP's upcoming projects. With unmatched on-call consulting, general aviation service, and Florida experience, our team is more than capable and ready to work with the City and PMP staff to successfully assist with your continuing contract needs.

### Firm History

In 1919, Neal Garver began an engineering practice in Little Rock founded on building honorable relationships with clients through the promise of consistently delivering quality designs. Over a century, Garver has expanded from our headquarters in North Little Rock, Arkansas, to include 63 regional offices spanning 22 states from California to Florida.

While Garver has grown in size and capacity, we remain focused on providing our clients with small-firm attention supported by the resources of a large local and regional staff. We have extensive experience in all aspects of airport planning, design, and construction administration, and we dedicate a large portion of our operations and facilities to support our Aviation Team, with over 180 personnel located in 32 of our 63 offices including all five of our Florida offices.

### Garver's Aviation Experience



OVER THE PAST  
**10**   
YEARS

GARVER HAS HELD  


**96**  
ON-CALL CONSULTING AVIATION CONTRACTS NATIONWIDE

» Paired with our deep experience with aviation on-calls, Garver brings a team of individuals with extensive experience in Florida.

## Capabilities

From advertisement to bid opening to construction and project closeout, Garver has the capability to provide support for every stage of your airport improvement projects. Our Aviation Team has a unique blend of talent and a wealth of resources that enable us to meet critical project schedules while maintaining high standards for quality design. In the past three years, our Florida Aviation team has grown to serve 12 Florida airports, including four continuing contracts for engineering services. Given this depth of experience, our firm has the capability and capacity to tackle a wide variety of challenges and can tailor your project to your needs and goals for PMP.

## Other Resources Anticipated to be Utilized

In response to our recent, rapid growth and an increase in the complexity of projects we undertake, Garver maintains an integrated team of engineers in our Aviation Design Center in Tampa dedicated solely to aviation projects. These engineers are housed under one roof for increased coordination and efficiency.

» This provides our Aviation Team with the depth to deliver large, complex projects on time and within budget, as well as the flexibility to deliver smaller and less complex projects in a more cost-efficient manner.



## Full-Service Capabilities

### Engineering Design

- Airfield layout/geometrics
- Pavement analysis and design
- Grading and drainage
- Airfield lighting, NAVAIDs, and controls
- Air Traffic Control Tower assessments and design
- Site development



### Planning and Environmental

- Feasibility and site selection studies
- Airport master and development plans
- Environmental and wildlife assessments
- Economic studies and business planning
- Land acquisition assistance
- Approach development



### Funding Administration

- FAA/AIP and state grant administration
- Alternate funding sources
- Construction cash flow management



### Construction Management

- Bidding and contract administration
- Airfield operations and tenant coordination
- On-site, full-time construction observation
- Project commissioning and opening



## Subconsultants

 Designates DBE firm

The staff included on the Garver Team were selected based on our understanding of the skill sets required to deliver a full-service on-call contract, with each individual having a history of delivering such assignments. The rationale behind our teaming selection is the knowledge and extensive aviation experience of these subconsultant firms combined with our 100% commitment to excellence that makes the Garver Team the best equipped to deliver this contract. We've enlisted the expertise of our subconsultant partners to gain efficiency by augmenting our team with experienced firms to supplement our in-house expertise. Additionally, we understand the diverse nature of an on-call contract may require services outside of the list included in the RFQ. We have anticipated this and leveraged our team with subconsultants who provide services that will be beneficial to PMP.



### WILDLIFE SURVEYS

**The Chappell Group, Inc. (TCG)** was founded in 2005 and provides environmental consulting services to both the public and private sectors serving the South Florida area and the Caribbean. TCG has performed environmental assessments, planning, design, and construction services including coastal and marina design and permitting services for clients in the public and private sectors below budget and within construction time constraints. TCG is headquartered in Pompano Beach.

#### Experience

- Experience working with Garver staff
- Extensive Broward County experience



### AIRSPACE PLANNING

**Ricondo & Associates, Inc. (Ricondo)** is a full-service aviation consultancy specializing in airport planning and business management services in support of airport owners and operators, airlines, and federal and state agencies. Since its inception in 1989, Ricondo has been dedicated to solving the challenging problems facing the airport and airline industries. The firm is 100 percent employee owned and has no other business interest except airport and aviation consulting.

#### Experience

- Experience working with Garver staff
- Currently working with Garver



### LANDSIDE DESIGN / LANDSCAPE ARCHITECTURE / SURVEY

**KEITH** is a 60-year-old, majority-woman-owned, transdisciplinary firm, based in Florida and delivering a broad range of projects internationally. KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services. KEITH has collaborated with more than 75 local governments throughout Florida.

#### Experience

- Experience working with Garver staff
- Worked with Cody at PMP



### GEOTECHNICAL / CONSTRUCTION MATERIALS TESTING

**TSFGeo** is a full-service consulting geotechnical and construction materials testing engineering firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and Microstation plan sheets, laboratory soils testing, and construction materials testing. TSFGeo's main office is in West Palm Beach, Florida, with branch offices in Miami, Tampa, and Orlando, Florida.

#### Experience

- Experience working with Garver staff
- Worked with Cody at PMP
- Currently working with Garver

## Subconsultants



### STORMWATER

Founded in 1986, **Chen Moore and Associates (CMA)** specializes in civil engineering, electrical engineering, water resources, water and sewer, landscape architecture, transportation, planning, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. The firm has its headquarters in Fort Lauderdale, FL. CMA has regional offices in Miami, West Palm Beach, and Orlando (Maitland).

#### Experience

- Experience working with Garver staff
- Currently working with Garver
- Various SFWMD permitting experience in Broward County



### ATCT PLANNING / DESIGN

**AJT Engineering, Inc. (AJT)** has been siting, designing, installing communications and weather equipment and fabricating cabs for General Aviation control towers worldwide since 2000. Their design team experience of constructing cabs and installing communications equipment provides unique ability to provide proven and constructible designs.

#### Experience

- Experience working with Garver staff
- Currently working with Garver



### ARCHITECTURE

Founded in 1979, **Justin Architects, P.A.** is a premier architectural firm committed to designing buildings and facilities that shape and elevate our urban fabric. Justin Architects' mission is to transform our cities with visually stunning, functional, and people-centric structures by using creative-conscious design, and the latest technical expertise.

#### Experience

- Experience working with Garver staff
- Currently working with Garver
- Located in Fort Lauderdale



### SITE ELECTRICAL / BUILDING ELECTRICAL / RPR

**Quantum Electrical Engineering, Inc.** is a full-service, women-owned professional engineering consulting firm with offices in West Palm Beach and Coral Springs, Florida. Dedicated to delivering safe, reliable, and efficient engineering solutions, Quantum is known for its cost-effective, responsive, and dynamic approach to design and construction services.

#### Experience

- Experience working with Garver staff
- Worked with Cody at PMP
- Currently working with Garver



“ Since we have been working with Garver as our on-call general consultant at BCT, Garver has repeatedly delivered in a highly responsive manner and their deliverables are of high quality. ”

Clara Bennett  
Executive Director  
Boca Raton Airport

## Similar Project Experience

### Boca Raton Airport Authority

Engineering Consulting  
Services Contract

Boca Raton, FL

#### Reference:

Clara Bennett  
Executive Director  
561-391-2202 ext. 211  
clara@bocaairport.com



Task Orders: 9

Dates: 2023 - 2026

Construction Cost: \$5,987,042 (est.)

Fee: \$829,457

### Project Description

Boca Raton Airport Authority (BRAA) selected Garver in 2021 for their On-Call Consulting Services contract. To date, BRAA has engaged Garver to perform planning, design, and construction administration services on a variety of airport improvement projects, including review of the airport's strategic plan and sections of the Master Plan Update. Garver's Strategic Funding Team has also been engaged in development of FAA AIP grant pre-applications to the FAA Orlando ADO as well as state appropriation funding applications to the Florida legislature.

#### Garver's Experience Applied to PMP

When bids for BCT's new AWOS system came in \$150,000 under budget in Spring 2025, Garver knew that was an opportunity to stretch their grant dollars. The Infrastructure Investment and Jobs Act (IIJA) funds to be used for this project would expire in June and had to be reallocated fast. Luckily, Garver had already put together a list of small grant-eligible projects that wouldn't require bids or NEPA approvals. For PMP, we'll develop a list of backup projects eligible for grants to take advantage of low bids and use all eligible funds.

#### Responsibility

Prime

#### Project Manager

John Carrigan, PE, LEED AP

#### Staff Roles

Cody Parham, PE

Deputy Project Manager

Sarah Coffelt

Civil Engineer

Maurizio Feoli, PE, LEED BD+C

Civil Engineer

Megan McLellan, CM, MBAA

Funding Support

#### Subconsultants

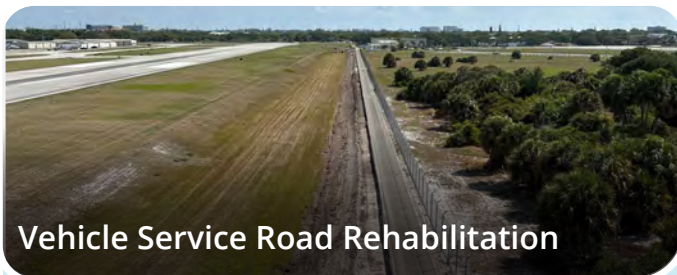
Quantum Electrical  
Engineering

Chen Moore and Associates

TSGGeo

AJT

### Highlighted Task Orders



#### Vehicle Service Road Rehabilitation

Completed: 9/2025 (est.)

Construction Cost: \$5.4M (est.)

Garver is providing design, bidding, and construction services for realignment and rehabilitation of the vehicle service road as well as stormwater and drainage improvements permitted through the SFWMD.



#### AWOS Replacement

Completed: 12/2025 (est.)

Construction Cost: \$587K (est.)

Garver is providing design, bidding, permitting, and construction services for the removal of the existing AWOS system and replacement with a new system in a related location on BCT airport property.

## City of Pensacola

### Engineering Consulting Services Contract

Pensacola, FL

#### Reference:

Ken Ibold, CM, AICP  
Assistant Airport Director  
850-436-5131  
kibold@cityofpensacola.com



Task Orders: 7

Dates: 2023 - 2028

Construction Cost: \$5,000,000 (est.)

Fee: \$522,744

### Project Description

In January 2023, the City of Pensacola selected Garver to provide on-call general consulting services to support the continued growth of Pensacola International Airport (PNS). Over the life of the five-year contract, projects are anticipated to include airfield and terminal improvements, pavement condition studies, emergency services, and miscellaneous studies. To date, Garver has been assigned seven task orders under this agreement.

#### Garver's Experience Applied to PMP

Garver is developing grant funding applications for submission to the FAA's Orlando ADO, the same ADO that administers PMP's grants. Recent executive orders and FAA guidance have revised how projects are ranked. We recommend revising PMP's project descriptions in the Florida Aviation Database to better align with the new ranking criteria for federal funding.

#### Responsibility

Prime

#### Project Manager

Matt Serynek, PE

#### Staff Roles

John Carrigan, PE, LEED AP  
*Buildings Task Leader*

Maurizio Feoli, PE, LEED BD+C  
*Civil Engineer*

Nathan Polsgrove, A.A.E., IAP, ACE  
*Aviation Planner*

Megan McLellan, CM, MBAA  
*Funding Support*

### Highlighted Task Orders

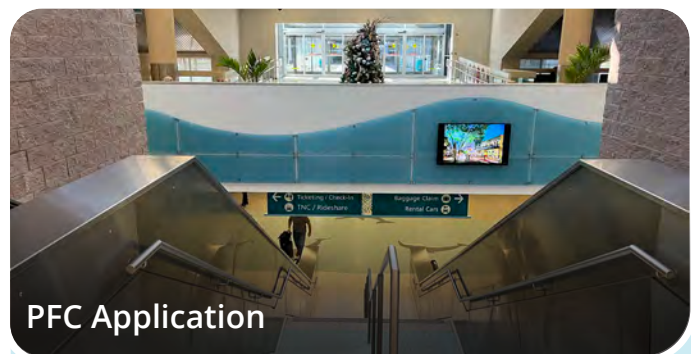


#### Parking Lot Expansion

Completed: 8/2025 (est.)

Construction Cost: \$5.0M (est.)

Garver is providing design, bidding, permitting and construction services for construction of a new, 634-space asphalt parking lot, new stormwater pond, and other miscellaneous site improvements.



#### PFC Application

Completed: 2025 (est.)

Construction Cost: N/A

Garver is assisting PNS with a Passenger Facility Charge (PFC) application update to fund the airport's planned terminal expansion. This includes coordination with the FAA Orlando ADO as well as PNS decision-makers.

## Greater Orlando Aviation Authority

### Engineering Consulting Services Contract

Orlando, FL

#### Reference:

Robert Furr  
Vice President, Engineering & Architecture  
407-825-4058  
Robert.Furr@goaa.org



Task Orders: 9

Dates: 2024 - 2029

Construction Cost: \$2,700,000 (est.)

Fee: \$343,875

### Project Description

In 2024, the Greater Orlando Aviation Authority selected Garver for continuing on-call architecture and engineering consulting services. The contract includes work at both Orlando International Airport (MCO) and Orlando Executive Airport (ORL). MCO is planning terminal renovations with enabling work expected to be assigned under its on-call contract. To date, Garver has been assigned nine task orders under this contract, including design of landside pavement improvements, baggage handling upgrades, and studies of airport facilities at MCO.

#### Garver's Experience Applied to PMP

In the current economic environment, construction costs and procurement times fluctuate regularly. We propose a CIP validation be performed twice per year. The first should be done in December just before the FAA/FDOT capital planning meeting. The second should be held in March prior to grant applications. These validations will give PMP the best alignment among funding requests, schedules, and actual project costs.

#### Responsibility

Prime

#### Project Manager

Matt Serynek, PE

#### Staff Roles

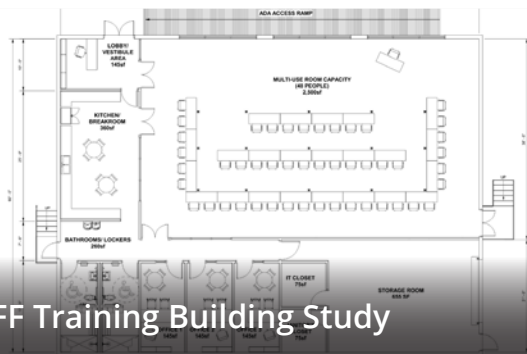
John Carrigan, PE, LEED AP

*Buildings Task Leader*

Maurizio Feoli, PE, LEED BD+C

*Civil Engineer*

### Highlighted Task Orders



#### ARFF Training Building Study

Completed: 6/2025

Construction Cost: \$1.9M (est.)

Garver is providing professional services to develop a Project Definition Document for a replacement ARFF Training Building at MCO. The study provided two options for the building's layout and associated cost estimates.



#### APM Stations 2 and 4 Exterior Sealant Replacement

Completed: 12/2025 (est.)

Construction Cost: \$772K (est.)

Garver is providing design, bidding, and construction phase services for the replacement of sealants associated with the exterior glazing at the landside Automated People Mover Stations 2 and 4 at MCO.

## Miami-Dade Aviation Department Engineering Consulting Services

Miami, FL

### Reference:

Victor Mendez  
Construction Manager  
305-876-7066  
vmendez@miami-airport.com



Task Orders: 6

Dates: 2023 - 2029

Construction Cost: \$17,911,589 (est.)

Fee: \$684,214

### Project Description

Garver is providing building engineering services for building recertification task orders under an Equitable Distribution Program contract agreement with the Miami-Dade County Aviation Department. Under this contract, Garver serves in an on-call capacity, maintaining staff availability and flexibility to respond to MDAD's needs as they arise. Garver's services include on-site inspections and design of repairs to address electrical and structural deficiencies.

### Garver's Experience Applied to PMP

Garver is performing facility condition assessments of aged airport buildings as part of a County-wide initiative for all 40+ year old facilities to be re-certified for safe occupancy. The goal of these projects is to extend the useful, safe service life of the buildings and to revitalize them, increasing longevity and resiliency of the airport's facilities. The work we've done under this contract is similar to the anticipated air traffic control tower renovations at PMP. We will apply our expertise and lessons learned to provide resilient and cost effective solutions to address deferred maintenance needs using FAA grants.

### Responsibility

Prime

### Project Manager

John Carrigan, PE, LEED AP

### Staff Roles

Eric Farmer, PE

QC Manager

Sarah Coffelt

Civil Engineer

Maurizio Feoli, PE, LEED BD+C

Civil Engineer

Trey Newcomb, PE

Mechanical Engineer

Joe Kaminski, PE, FPE

Fire Protection Engineer

### Highlighted Task Orders



#### Building 3202 Recertification and HVAC Improvements

Completed: 6/2025

Construction Cost: \$1.2M (est.)

Garver is providing design to replace existing Air Handling Units and address electrical and structural deficiencies at Building 3202, which houses infrastructure for the E-Satellite Concourse Automated People Mover.



#### MRO Hangar Recertification

Completed: 1/2025

Construction Cost: \$14.4M (est.)

Garver investigated conditions and designed electrical and structural repairs for a three-bay MRO hangar. Garver also evaluated known roof leaks and developed repair details and cost estimates for its replacement.



7

## Resumes of Key Personnel

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# Resumes of Key Personnel

## Staff Expertise and Experience

The key personnel on our team have extensive experience providing on-call services at PMP and similar airports in Florida and nationwide.

### Key Personnel

As shown below, Project Manager Cody Parham has extensive experience at PMP, having previously served as Pompano Beach Airpark Client Services Lead. Cody will be supported by the Garver Team, which has the capacity to accomplish all aspects of your airport improvement projects. We have organized a team that will provide expertise and responsive service and will initiate, oversee, and complete your airport improvement projects while following the procedures, guidelines, and criteria dictated by the FAA. The following pages provide an overview of the Garver Team that will be working on this project, as well as more information about our key personnel's education, experience, and expertise.



### Project Manager Cody Parham's PMP Experience





## Cody Parham, PE

Project Manager

18 Years Experience

<1 Years With Firm



### Location

Deerfield Beach, FL

### Education

Bachelor of Science,  
Civil Engineering

### Registration

Professional Engineer,  
FL, 73904

Cody Parham is a Florida Aviation Team Leader for Garver's Aviation Team with 18 years of experience. Cody prioritizes enhancing safety, capacity, and customer experience at airports across the country, and he is well versed in providing client services for airport capital improvement projects, from conception through design and into construction. Cody's technical expertise includes site layout, cost estimating, scheduling, construction safety and phasing, stormwater management, grading, erosion and sediment control, utilities, entitlement acquisition, and construction administration, as well as airfield experience with aprons, pavements, electrical systems, and horizontal infrastructure. His most recent experience includes work at both general aviation and commercial service airports, such as Boca Raton Airport and Palm Beach International Airport. He serves as the Chair of the Florida Airports Council's Corporate Committee.

## Experience

### Pompano Beach Airpark

Pompano Beach, FL  
2011-2025

#### Continuing Contract for Airpark Engineering Services\*

Project manager leading a variety of tasks, including planning, design and construction of airfield infrastructure. Represented the Airpark's interests to regulatory agencies such as the SFWMD and the City of Pompano Beach Building Department, built and maintained the Airpark's capital improvement plan in coordination with the Airpark Manager, FAA, and FDOT.

### Palm Beach County Department of Airports

West Palm Beach, FL  
2018-2025

#### Civil Consulting Services\*

Project manager for on-call engineering services for the County's four airports. Task orders included horizontal infrastructure design, general civil and airfield electrical design of runway, taxiway and aircraft parking apron facilities, as well as site development, utility planning and design, and roadway facility planning and design. Notable projects completed under Cody's leadership included LNA Runway 4-22 Rehabilitation, F45 Runway 9R-27L Rehabilitation, PBI Central Airfield and Runway 14-32 Shoulders Rehabilitation, and LNA Runway 10-28 Surface Treatment Design.

### Miami-Dade Aviation Department

Miami, FL  
2020-2025

#### General Engineering Consultant\*

Senior engineer for on-call general civil engineering services for a six-year term. Task orders completed under this contract involve rehabilitation and improvements to aprons, taxiways, runways, and underground utilities airport-wide including demolition, repair, foundations, bridges, utility relocations, fueling, canal culvert, passenger loading bridges and appurtenances at Miami International Airport (MIA), its five general aviation airports, and the MIA General Aviation Center.

### Fort Lauderdale Executive Airport

Fort Lauderdale, FL  
2011-2025

#### General Engineering Consultant\*

Project manager for more than 40 task orders serving FXE and the Downtown Heliport. Cody led development of the justification for FXE's upcoming Runway 9-27 Extension which involved coordinating a letter writing campaign with FXE's tenants to show support for the extension. Other notable projects completed under Cody's leadership include rehabilitation of primary Runway 9-27, interior planning and renovation of the Administration Building, electrical vault renovation, and expansion of the Airport Equipment Service Building.

\*Individual experience prior to joining Garver



## John Carrigan, PE, LEED AP



Building Design/Structural

26 Years Experience

3 Years With Firm

### Location

Deerfield Beach, FL

### Education

Bachelor of Science,  
Civil Engineering

### Registration

Professional Engineer,  
FL, 60837

LEED Accredited  
Professional

John Carrigan is the South Florida Aviation Leader on Garver's Aviation Team with 26 years of experience in the aviation industry. He has spent his entire professional career developing aviation infrastructure through innovative designs and solutions across the country and globe. His experience includes project management, engineering design, planning, permitting, construction administration, and inspection services for a wide range of airport facility projects. John has developed a reputation as a trusted advisor to airports in Florida and across the country, having worked on projects that include runways, taxiways, airport terminal renovations and expansions, corporate hangar facilities, multi-story parking garages, airfield drainage systems, and structural investigations and repairs. John is also committed to the betterment of the industry in his recent position as Board Member-at-Large for the Southeast Chapter of the American Association of Airport Executives (AAAE).

## Experience

### Boca Raton Airport Authority *Boca Raton, FL*

#### Engineering Consulting Services Contract

Project manager for the on-call consulting services contract at Boca Raton Airport. This contract has included planning, design, and construction administration services on a variety of airport improvement projects such as AWOS relocation, facility estimates, service road and stormwater improvements, and airfield electrical improvements CA.

### Broward County Aviation Department *Fort Lauderdale, FL*

#### Airport Facilities, Utilities, and Pavements On-Call\*

Project manager and structural engineer for 80+ various facility and airfield projects under on-call consulting contracts, including: Terminal Building Connectors; AOCC Renovations, Terminal 4 Secured Corridor Expansion, Airport Security Office Reconstruction, Apron Ramp Visualization; Exit Roadways and Valet Improvements; Garages Assessment; Palm Garage Repairs, Taxilane T8 Pavement Repairs, and Utility Atlas Update.

### Palm Beach County Department of Airports *West Palm Beach, FL*

#### Facilities and Systems General Consulting Contract\*

Project manager and structural engineer for various facilities projects under an on-call consulting contract for the Palm Beach Department of Airports including: Concourse B Expansion, New ARFF Facility, New Parking Revenue Center, General Aviation Hangars, and Switchgear NPDS Replacement.

### Miami-Dade Aviation Department *Miami, FL*

#### Building Recertifications

Project manager and structural engineer responsible for coordinating on-site inspection of existing conditions, review of documentation compiled by previous consultants, and design of repairs to address electrical and structural deficiencies for multiple facilities. John has led the completion of recertifications for an MRO Hangar, Employee Parking Garage, Terminal APM Motor Facility, Vehicle Maintenance Facility, and other airport support facilities.

*\*Individual experience prior to joining Garver*



## Maurizio Feoli, PE, LEED AP BD+C



### Site Infrastructure Design

9 Years  
Experience

<1 Years  
With Firm

#### Location

Deerfield Beach, FL

#### Education

Bachelor of Science,  
Civil Engineering

#### Registration

Professional Engineer,  
FL (pending)

LEED Accredited  
Professional (BD+C)

Maurizio Feoli is a Project Manager on Garver's Aviation Team with nine years of experience in civil engineering airfield design. His experience includes designing and developing airfield pavement geometry, interpreting and applying geotechnical data for pavement design, developing earthwork grading and volume calculation, developing pavement markings to comply with agency requirements, developing concrete pavement sections for the rehabilitation of runway pavement, generating profile sheets for longitudinal grading of runway, using AutoCad software to analyze turning movements and confirm geometry/marking layout and providing edge lighting layout, providing quantity takeoffs and opinion of probable cost for project elements, and others. Prior to joining Garver, Maurizio assisted in the delivery of a \$350 million runway extension and taxiway package at Chicago O'Hare International Airport.

### Experience

#### Boca Raton Airport

Boca Raton, FL

#### Service Road Rehabilitation and Stormwater Improvements

Civil engineer responsible for the project to rehabilitate the VSR and provide stormwater improvements at BCT. Responsibilities included site visits, reviewing designs for the drainage structure, construction monitoring, and coordination with airport staff.

#### Palm Beach International Airport

Palm Beach, FL

#### Runway Rehabilitation

Civil engineer responsible for the project to rehabilitate Runway 10L-28R and surrounding airfield infrastructure elements at PBI. Responsibilities include QA/QC review, profile analysis, development and review of technical specifications, Part 139 review, and weekly coordination meetings with the design team.

#### Chicago O'Hare International Airport

Chicago, IL

#### Runway 9R-27L Extension\*

Project engineer responsible for reviewing shop drawings and submittals, responding to RFIs, issuing construction bulletins, coordinating with the FAA on installation of NAVAIDs, and working closely with the construction manager to resolve issues during the construction phase.

#### Alpena County Regional Airport

Alpena, MI

#### Runway 1-19 Reconstruction Program\*

Lead designer responsible for the design for two of the three bid packages for the full reconstruction of Runway 1-19. Also led the construction administration and construction management for two of the three bid packages, including weekly meetings with the contractor and airport staff.

*\*Individual experience prior to joining Garver*



## Nathan Polsgrove, A.A.E., IAP, ACE



### Planning & Environmental

**20** Years Experience

**8** Years With Firm

#### Location

San Antonio, TX

#### Education

Master of Business Administration

#### Registration

Accredited Airport Executive

International Airport Professional

Airport Certified Employee

Instrument Rated Pilot

Nathan Polsgrove is Garver's Aviation Planning Director and has more than 20 years of experience in airport planning and development. He has extensive experience in the development and implementation of Airport Master Plans, Airport Layout Plans, business/strategic plans, airport policies, and capital improvement planning. Prior to joining Garver, Nathan spent 12 years in the airport management industry in a variety of management and leadership positions at both general aviation and commercial service airports.

### Experience

**Pensacola International Airport**

Engineering Consulting Services Contract

**San Marcos Regional Airport**

Airport Master Plan

**Stinson Municipal Airport**

Airport Master Plan

## Eric Farmer, PE



### QA/QC

**33** Years Experience

**33** Years With Firm



Eric is the Aviation Quality Manager (QM) on Garver's Aviation Team with 33 years of professional experience in aviation project management, design, and construction duties. Eric is responsible for the Quality Assurance and Quality Control (QA/QC) programs and activities required for all Aviation projects on an enterprise-wide basis.

### Experience

**Boca Raton Airport**

Authority

Service Road and Stormwater Improvements

**Bill & Hillary Clinton**

National Airport

On-Call Consulting Contract

**Addison Airport**

On-Call Consulting Contract

#### Location

North Little Rock, AR

#### Education

Bachelor of Science, Electrical Engineering

#### Registration

Professional Engineer, FL, 71691

## Sarah Coffelt



### Construction

**4** Years Experience

**4** Years With Firm



#### Location

Tampa, FL

#### Education

Bachelor of Science, Civil Engineering

#### Registration

Licensed Pilot

Sarah Coffelt is a Project Engineer for Garver's Aviation Team. She has worked on taxiway and runway rehabilitation and replacements in Florida, Arkansas, Texas, and Colorado. Her project experience ranges from general aviation to commercial. She has a comprehensive knowledge of the FAA Advisory Circulars, including the guidelines for airfield design, and a detailed understanding of using AutoCAD Civil 3D.

### Experience

**Palm Beach International Airport**

Runway Rehabilitation

**Boca Raton Airport**

Service Road Rehabilitation and Stormwater Improvements

**McKinney National Airport**

On-Call Consulting Contract



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## Office Locations

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# Office Locations

## Garver Offers Local, Experienced Staff

With five offices in Florida, our Tampa Aviation Design Center, and our local teaming partners, Garver is able to provide you with the responsiveness your airpark deserves.

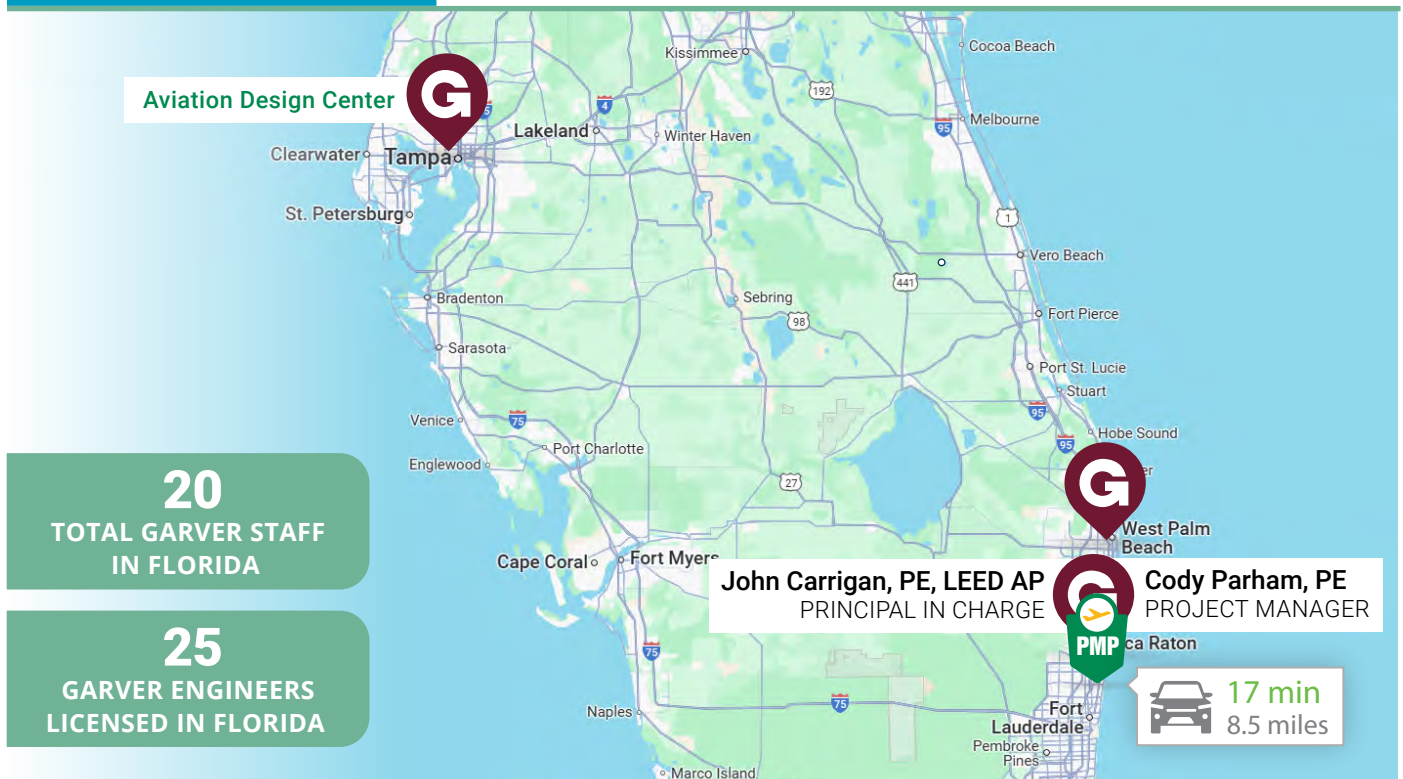
### Florida Regional Offices

Your Project Manager Cody Parham is based in Garver's Deerfield Beach office and has spent his entire career working on airport on-call projects of various scope. He is supported by our Tampa Aviation Design Center, which consists of 10 dedicated aviation engineers and technicians whose sole focus is to provide expertise on aviation projects with varying scopes, constraints, and schedule requirements. Garver also has aviation staff located in our West Palm Beach, Jacksonville, and Orlando offices.

### Proximity

**As shown below. Garver's office in Deerfield Beach is located only 17 minutes from PMP.** Project Manager Cody Parham and Principal in Charge John Carrigan are both located in Garver's Deerfield Beach office. Garver's close proximity to PMP allows us quick access for site visits to evaluate site conditions and existing facilities in person before a project kicks off. We can be on-site for critical project coordination like design review meetings and site visits. We've found this in-person analysis is critical for providing an accurate assessment of the project and identifying potential issues. By determining key design aspects early, we can effectively maintain project schedules and properly communicate with all project stakeholders.

### Garver's Proximity to PMP





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## DBE Participation

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# DBE Participation

## Garver Is Committed to Meeting PMP's DBE Goals

The Garver Team includes proven DBE partners who will fulfill meaningful roles on PMP's upcoming projects. Our plan for DBE participation and well-established working relationships with these trusted partners will enable Garver to meet or exceed PMP's DBE participation goals on task orders under this contract.

### Strategies to Increase Participation of DBE Firms

Garver selected DBE partners for this contract based on each subconsultants' familiarity with and experience at PMP and their successful history working with Project Manager Cody Parham. These selections were strategic decisions, taking into consideration not only the value that these firms can bring to PMP but also the opportunities for growth and development that we can facilitate for disadvantaged and historically underutilized businesses in key industry areas.

We have outlined the anticipated roles and expected percentage of work for our DBE subconsultants in the table below. Based on the scope of work assigned to each DBE firm, we expect to meet or exceed the DBE participation goals for PMP's upcoming projects. For information about our non-DBE subconsultants, see pages 11-12 in Section 6.

Subconsultant	Role	Expected % of Work
<b>Chappell Group</b>	Wildlife Surveys	3%
<b>TSFGeo</b>	Geotechnical/ Construction Materials Testing	5%
<b>Quantum Electrical Engineering</b>	Site Electrical, Buildings Electrical	7%
<b>Justin Architects</b>	Architecture	5%

### Anticipated Time Frame and Guidance for Subconsultants

All of our DBE partners have received written commitments demonstrating Garver's intent to partner with their firms if selected for this project. We understand how important it is to communicate schedule expectations so these firms can plan for and allocate resources. Garver will execute DBE subcontracts immediately upon execution of the prime contract. If selected, Garver will work with our subconsultants to establish a schedule so our partners can plan resources accordingly.

### Technical Assistance and Support Services

Garver is committed to creating an environment that sets our DBE partners up for success. We have already begun this process by aligning the proposed scopes of work for the project with our DBE partners' existing services and mentorship opportunities to provide meaningful work for each firm. Upon selection, we will continue this effort by offering specific mentorship assistance and guidance to contribute to their success and growth for work at PMP and other comparable clients in the future.

## Garver's History Meeting DBE Participation Goals

Project	Participation Goal	Actual Participation
<b>Service Road &amp; Stormwater Improvements</b> <i>Boca Raton Airport</i>	18.4%	26%
<b>Terminal Ramp Expansion</b> <i>Bill and Hillary Clinton National Airport</i>	15%	26.5%
<b>Terminal Apron &amp; Taxiway Expansion</b> <i>Nashville International Airport</i>	11%	11.5%



10

Litigation

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# Litigation

## Litigation Disclosure Statement

Similar to most companies, Garver periodically engages in formal dispute resolution through the ordinary course of business. The results of such dispute resolution, including litigation, often are subject to confidentiality provisions. Garver has no pending litigation matters that would have a material impact on the company's financial standing and/or performance on this contract. If specific information regarding any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.



11

## City Forms

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Bidder Company Name Garver, LLC**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: Palm Beach County Department of Airports  
1000 Palm Beach International Airport, Suite 846, West Palm Beach, FL 33406  
 Contact person name, telephone number and email address: Gary Sypek  
561-471-7474 | gsypek@pbia.org  
 Description of services provided and date(s) of service: 2023 - 2027 (Ongoing)  
Garver is currently providing design services for improvements to  
Runway 10L-28R and surrounding airfield infrastructure elements at PBI.
  
2. Name and address of customer: Miami-Dade Aviation Department  
12800 SW 145th Avenue, Miami, FL 33186  
 Contact person name, telephone number and email address: Victor Mendez  
305-876-7066 | vmendez@miami-airport.com  
 Description of services provided and date(s) of service: 2023 - 2029  
Garver is providing building engineering services for building recertification task orders under an  
Equitable Distribution Program contract agreement with the Miami-Dade County Aviation Department.
  
3. Name and address of customer: Boca Raton Airport Authority  
903 NW 35th Street, Boca Raton, FL 33431  
 Contact person name, telephone number and email address: Clara Bennett  
561-391-2202 ext. 211 | clara@bocaairport.com  
 Description of services provided and date(s) of service: 2023 - 2026 (Ongoing)  
To date, BRAA has engaged Garver to perform planning, design, and construction administration services on a variety  
of airport improvement projects, including review of the airport's strategic plan and sections of the Master Plan Update.

# *State of Florida*

## *Department of State*

I certify from the records of this office that GARVER, LLC is an Arkansas limited liability company authorized to transact business in the State of Florida, qualified on October 20, 2008.


The document number of this limited liability company is M08000004671.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 11, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

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



  
Secretary of State

Tracking Number: 6214152802CC

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

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



**ONLINE SERVICES**

**LICENSEE DETAILS**

10:54:03 AM 7/15/2025

**Apply for a License**

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

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

**Licensee Information**

Name:	GARVER, LLC (Primary Name) GARVER (DBA Name)
Main Address:	4701 NORTSHORE DR NORTH LITTLE ROCK NORTH LITTLE ROCK Arkansas 72118
County:	OUT OF STATE

**License Information**

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	36926
Status:	Current
Licensure Date:	03/16/2023
Expires:	

Special Qualifications	Qualification Effective

Alternate Names



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**PARHAM, CODY TILLMAN**

7516 S OLIVE AVENUE  
WEST PALM BEACH FL 33405

**LICENSE NUMBER: PE73904**

**EXPIRATION DATE: FEBRUARY 28, 2027**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**CARRIGAN, JOHN WILLIAM**

16 LAKE EDEN DRIVE  
BOYNTON BEACH FL 33435

**LICENSE NUMBER: PE60837**

**EXPIRATION DATE: FEBRUARY 28, 2027**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RLI IN THE EBID SYSTEM.**

**PROJECT TEAM**

RLI NUMBER 25-031

Federal I.D.# 01-0733400

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>John Carrigan, PE, LEED AP</u>	<u>26</u>	<u>BS</u>
Project Manager	<u>Cody Parham, PE</u>	<u>18</u>	<u>BS</u>
Asst. Project Manager	<u>Maurizio Feoli, PE, LEED BD+C</u>	<u>9</u>	<u>BS</u>
Other Key Member	<u>Nathan Polsgrove, A.A.E., IAP, ACE</u>	<u>20</u>	<u>MBA, BS</u>
Other Key Member	<u>Sarah Coffelt</u>	<u>4</u>	<u>BS</u>

**SUB-CONSULTANT**

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>N/A</u>	<u>N/A</u>
Landscaping	<u>N/A</u>	<u>N/A</u>
Engineering	<u>N/A</u>	<u>N/A</u>
Other Key Member	<u>AJT Engineering, Inc.</u> <u>1970 Michigan Ave., Building E, Cocoa, FL 32922</u>	<u>Pete Deeks</u>
Other Key Member	<u>The Chappell Group</u> <u>714 East McNab Rd., Pompano Beach, FL 33060</u>	<u>Tyler Chappell</u>
Other Key Member	<u>Chen Moore and Associates</u> <u>500 W. Cypress Creek Rd., Ste. 600, Fort Lauderdale, FL 33309</u>	<u>Cole Benjamin, PE</u>
Other Key Member	<u>Justin Architects, P.A.</u> <u>2400 E Commercial Blvd., Ste. 201, Fort Lauderdale, FL 33308</u>	<u>Daniel Justiniano, RA, NCARB</u>

(use attachments if necessary)

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RLI IN THE EBID SYSTEM.**

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Federal I.D.# 01-0733400

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Project Manager	<u>Cody Parham, PE</u>	<u>18</u>	<u>BS</u>
Asst. Project Manager	<u>Maurizio Feoli, PE, LEED BD+C</u>	<u>9</u>	<u>BS</u>
Other Key Member	<u>Nathan Polsgrove, A.A.E., IAP, ACE</u>	<u>20</u>	<u>MBA, BS</u>
Other Key Member	<u>Sarah Coffelt</u>	<u>4</u>	<u>BS</u>

**SUB-CONSULTANT**

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>N/A</u>	<u>N/A</u>
Landscaping	<u>N/A</u>	<u>N/A</u>
Engineering	<u>N/A</u>	<u>N/A</u>
Other Key Member	<u>KEITH</u> <u>301 E. Atlantic Blvd., Pompano Beach, FL 33060</u>	<u>Kelli, Schueler, PLA, LEED AP</u> <u>Chuck Schramm, PSM; Mark Mitchell</u>
Other Key Member	<u>Quantum Electrical Engineering, Inc.</u> <u>5571 N. University Dr., Coral Springs, FL 33067</u>	<u>Amy Champagne-Baker, PE</u>
Other Key Member	<u>Ricondo &amp; Associates, Inc.</u> <u>3504 Lake Lynda Dr., Ste. 165, Orlando, FL 32817</u>	<u>Brad Weston, CM</u>
Other Key Member	<u>TSGGeo</u> <u>2765 Vista Pkwy., Ste. 10, West Palm Beach, FL 33411</u>	<u>Raj Krishnasamy, PE</u> <u>Morgan Dickinson, PE, SI</u>

(use attachments if necessary)

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

**RFP** 25-031, Continuing Contracts for Airpark Engineering Services  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Cody Parham, PE Title Florida Aviation Team Leader

Company (Legal Registered) Garver, LLC

Federal Tax Identification Number 01-0733400

Address 600 W. Hillsboro Blvd., Suite 602

City/State/Zip Fort Lauderdale, FL 33441

Telephone No. 954-719-0063 Fax No. N/A

Email Address CTParham@GarverUSA.com

**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: Palm Beach County Department of Airports  
1000 Palm Beach International Airport, Suite 846, West Palm Beach, FL 33406

Contact person name, telephone number and email address: Gary Sypek  
561-471-7474 | gsypek@pbia.org

Description of services provided and date(s) of service: 2023 - 2027 (Ongoing)  
Garver is currently providing design services for improvements to  
Runway 10L-28R and surrounding airfield infrastructure elements at PBI.

2. Name and address of customer: Miami-Dade Aviation Department  
12800 SW 145th Avenue, Miami, FL 33186

Contact person name, telephone number and email address: Victor Mendez  
305-876-7066 | vmendez@miami-airport.com

Description of services provided and date(s) of service: 2023 - 2029  
Garver is providing building engineering services for building recertification task orders under an  
Equitable Distribution Program contract agreement with the Miami-Dade County Aviation Department.

3. Name and address of customer: Boca Raton Airport Authority  
903 NW 35th Street, Boca Raton, FL 33431

Contact person name, telephone number and email address: Clara Bennett  
561-391-2202 ext. 211 | clara@bocaairport.com

Description of services provided and date(s) of service: 2023 - 2026 (Ongoing)  
To date, BRAA has engaged Garver to perform planning, design, and construction administration services on a variety  
of airport improvement projects, including review of the airport's strategic plan and sections of the Master Plan Update.

# Request for Taxpayer Identification Number and Certification

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

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

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

Print or type.  
See Specific Instructions on page 3.

<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>GARVER, LLC</b></p>	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>
<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input checked="" type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b></p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>4701 Northshore Drive</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>North Little Rock, AR 72118</b></p> <p><b>7</b> List account number(s) here (optional)</p>
<p>Requester's name and address (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 20px; height: 20px;"> <tr> <td style="width: 100%;"></td> </tr> </table>		-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>or</b>													
<b>Employer identification number</b>													
0	1	-	0	7	3	3	4	0	0				

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <i>Beverly Robinson</i>	Date <i>1/15/2025</i>
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## General Instructions

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

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

## What's New

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

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

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



Florida's Warmest Welcome

Procurement & Contracts Department

Mary Rivero, Director

[mary.rivero@copbfl.com](mailto:mary.rivero@copbfl.com)

RLI #: RLI25-031 Tentative City Commission Meeting Date\*: TBD

RLI Title: Continuing Contracts for Airpark Engineering Services # Notified: 1603 # Downloaded: 28  
(CCNA) # of Responses Rec'd: 4 # of "No Bids": 1

For: Engineering RLI Opening Date: 07/29/2025  
 (Department)

**POSTING OF RFP RECOMMENDATION/TABULATION:** RLI Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of intent to protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of intent to protest is filed. Failure to file a notice of intent to protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\* ) The Cone of Silence, as stated in the RLI, etc., is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

The City of Pompano Beach, Florida, received four (4) responsive proposals for RLI25-031. On 9/23/2025, the Evaluation Committee (Committee) evaluated presentations for RLI25-031, with the following results:

Proposal	Score	Ranking
Billier Reinhart Engineering Group, Inc.	59.50	4th Highest-Ranked Firm
Garver LLC	91.00	3rd Highest-Ranked Firm
HDR Engineering, Inc.	92.75	Highest-Ranked Firm
Kimley-Horn and Associates, Inc.	91.50	2nd Highest-Ranked Firm

In accordance with Section J of the RLI, which states that the Committee may recommend negotiation "with as many ranked responsive firms as it deems appropriate," the Committee approved a motion recommending that the City enter negotiations and proceed with awarding contracts to the three (3) highest-ranked firms: HDR Engineering, Inc., Kimley-Horn and Associates, Inc., and Garver LLC.

By: Jeffrey English Date: 10/2/2025  
 Purchasing Agent

**EXHIBIT "B"**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

- XX comprehensive form                   bodily injury and property damage
- XX premises - operations               bodily injury and property damage
- \_\_\_ explosion & collapse hazard
- \_\_\_ underground hazard
- XX products/completed operations hazard                   bodily injury and property damage combined
- XX contractual insurance               bodily injury and property damage combined
- XX broad form property damage       bodily injury and property damage combined
- XX independent CONTRACTORS       personal injury
- XX personal injury

\_\_\_ sexual abuse/molestation           Minimum \$1,000,000 Per Occurrence and Aggregate

\_\_\_ liquor legal liability               Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form                Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form               Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence   Aggregate

\_\_\_ other than umbrella               bodily injury and property damage combined   \$2,000,000   \$2,000,000

**PROFESSIONAL LIABILITY**

Per Occurrence   Aggregate

XX \* Policy to be written on a claims made basis           \$1,000,000   \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2025

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

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

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT NAME:</b> Kathy Jones <b>PHONE (A/C, No, Ext):</b> 501-377-8502 <b>E-MAIL ADDRESS:</b> kathy.jones@stephens.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GARVER LLC 600 WEST HILLSBORO BLVD SUITE 602 DEERFIELD BEACH FL 33441	<b>INSURER A:</b> Phoenix Insurance Company (A++XV)	<b>NAIC #</b> 25623
	<b>INSURER B:</b> Charter Oak Fire Insurance Company (A++XV)	25615
	<b>INSURER C:</b> Standard Fire Insurance Company (A++XV)	19070
	<b>INSURER D:</b> Travelers Property Casualty Co of Amer (A++ XV)	25674
	<b>INSURER E:</b> Starr Surplus Lines Insurance Company (A XV)	13604
	<b>INSURER F:</b> Lloyd's of London	

**COVERAGES**

CERTIFICATE NUMBER: 85981788

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-25	7/1/2025	7/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-25-43-G	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6J09853A-25-43	7/1/2025	7/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7K425966-25-43-G	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability- Claims Made			1000634123251	7/1/2025	7/1/2026	Each Claim & Aggregate \$2,000,000
F	Maritime Employer's Liability * Underwriter at Lloyds NAIC AA-1122000			PSR083863	7/1/2025	7/1/2026	Combined Single Limit \$1,000,000

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

See Attached  
 RE: Garver Project: 2402421 PMP On-Call 2027-2031

Full Prior Acts applies under the Starr Professional Liability policy shown above.

**APPROVED** *Brittney Dixon*  
 By Brittney Dixon at 10:20 am, Jun 30, 2025

**CERTIFICATE HOLDER**

Garver Project: 2402421 PMP On-Call 2027-2031

City of Pompano Beach  
 100 W. Atlantic Blvd.  
 Pompano Beach FL 33060

**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

Ted Grace

*Ted Grace*

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ACORD 25 (2016/03)

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Stephens Insurance, LLC	<b>NAMED INSURED</b> GARVER LLC 600 WEST HILLSBORO BLVD SUITE 602 DEERFIELD BEACH FL 33441
<b>POLICY NUMBER</b> P-630-1G052988-PHX-25	<b>EFFECTIVE DATE:</b> 7/1/2025
<b>CARRIER</b> Phoenix Insurance Company (A++XV)	<b>NAIC CODE</b> 25623

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance (03/16)

**HOLDER:** City of Pompano Beach

**ADDRESS:** 100 W. Atlantic Blvd. Pompano Beach FL 33060

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-25 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Stephens Insurance, LLC		<b>NAMED INSURED</b> GARVER LLC 600 WEST HILLSBORO BLVD SUITE 602 DEERFIELD BEACH FL 33441	
<b>POLICY NUMBER</b> P-630-1G052988-PHX-25			
<b>CARRIER</b> Phoenix Insurance Company (A++XV)	<b>NAIC CODE</b> 25623	<b>EFFECTIVE DATE:</b> 7/1/2025	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance (03/16)

**HOLDER:** City of Pompano Beach  
**ADDRESS:** 100 W. Atlantic Blvd. Pompano Beach FL 33060

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

Cyber Policy CRV30090794100 with Endurance Assurance Corporation, eff. 7/1/25-7/1/26 Limits \$10,000,000 Data & Network Liability.

Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/25-7/1/26 Limit \$1,000,000

## EXHIBIT "C"

**City of Pompano Beach**  
**RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES CONSULTANT'S**  
**COMPETITIVE NEGOTIATION ACT(CCNA)**

**Position Classification & Maximum Hourly Labor Rate Schedule**

<b>Prime /Firm Name</b>	Garver LLC
-------------------------	------------

Position / Classification	Maximum Hourly Rate (\$)
E-1 Eng/Arch	\$152.00
E-2 Eng/Arch	\$178.00
E-3 Eng/Arch	\$198.00
E-4 Eng/Arch	\$232.00
E-5 Eng/Arch	\$283.00
E-6 Eng/Arch	\$347.00
E-7 Eng/Arch	\$494.00
P-1 Planner	\$189.00
P-2 Planner	\$235.00
P-3 Planner	\$281.00
P-4 Planner	\$328.00
P-5 Planner	\$361.00
D-1 Designer	\$140.00
D-2 Designer	\$156.00
D-3 Designer	\$193.00
D-4 Designer	\$225.00
D-5 Designer	\$277.00
D-6 Designer	\$294.00
T-1 Technician	\$114.00
T-2 Technician	\$132.00

**Prime /Firm Name**

Garver LLC

<b>Position / Classification</b>	<b>Maximum Hourly Rate (\$)</b>
T-3 Technician	\$167.00
T-4 Technician	\$210.00
C-1 Construction	\$131.00
C-2 Construction	\$165.00
C-3 Construction	\$206.00
C-4 Construction	\$257.00
C-5 Construction	\$317.00
ES-1 Env Specialist	\$124.00
ES-2 Env Specialist	\$157.00
ES-3 Env Specialist	\$202.00
ES-4 Env Specialist	\$228.00
ES-5 Env Specialist	\$288.00
ES-6 Env Specialist	\$381.00
ES-7 Env Specialist	\$467.00
ES-8 Env Specialist	\$527.00
PC-1 Project Controls	\$127.00
PC-2 Project Controls	\$169.00
PC-3 Project Controls	\$215.00
PC-4 Project Controls	\$275.00
PC-5 Project Controls	\$337.00
PC-6 Project Controls	\$434.00
PC-7 Project Controls	\$532.00
AM-1 Administrator	\$89.00

**Prime /Firm Name**

Garver LLC

<b>Position / Classification</b>	<b>Maximum Hourly Rate (\$)</b>
AM-2 Administrator	\$112.00
AM-3 Administrator	\$158.00
AM-4 Administrator	\$195.00
AM-5 Administrator	\$251.00
AM-6 Administrator	\$311.00
AM-7 Administrator	\$408.00



**City of Pompano Beach**  
**RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES CONSULTANT'S**  
**COMPETITIVE NEGOTIATION ACT(CCNA)**

**Position Classification & Maximum Hourly Labor Rate Schedule**

<b>Sub /Firm Name</b>	Chen Moore and Associates, Inc.
-----------------------	---------------------------------

Position / Classification	Maximum Hourly Rate (\$)
Principal Engineer	\$400.00
Senior Project Manager	\$300.00
Senior Engineer	\$260.00
Project Engineer	\$225.00
Associate Engineer	\$170.00
Engineer	\$145.00
Senior Designer	\$155.00
Designer	\$135.00
Senior Technician	\$125.00
Technician	\$110.00
Administrative Staff	\$130.00
Intern	\$80.00



**City of Pompano Beach**  
**RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES CONSULTANT'S**  
**COMPETITIVE NEGOTIATION ACT(CCNA)**

**Position Classification & Maximum Hourly Labor Rate Schedule**

Sub /Firm Name	Maximum Hourly Rate (\$)
KEITH and Associates, Inc.	
<b>Position / Classification</b>	<b>Maximum Hourly Rate (\$)</b>
Project Executive	\$350.00
Project Manager	\$250.00
Project Controls Specialist	\$150.00
Administrative Assistant	\$125.00
Principal Engineer	\$280.00
Senior Engineer	\$230.00
Professional Engineer	\$200.00
Engineering Designer	\$165.00
Engineering Technician	\$135.00
Principal Landscape Architect	\$280.00
Senior Landscape Architect	\$230.00
Landscape Architect	\$200.00
Landscape Designer	\$165.00
Landscape Technician	\$135.00
Arborist	\$200.00
Planning Director	\$280.00
Planning Manager	\$230.00
Principal Planner	\$200.00
Planner	\$165.00
Planning Technician	\$135.00

**Sub /Firm Name**

KEITH and Associates, Inc.

<b>Position / Classification</b>	<b>Maximum Hourly Rate (\$)</b>
Chief Utility Coordinator	\$230.00
Senior Utility Coordinator	\$200.00
Utility Coordinator	\$165.00
Utility Coordinator Technician	\$135.00
Construction Director	\$280.00
Senior Construction Manager	\$230.00
Construction Manager	\$200.00
Senior Inspector	\$180.00
Inspector	\$160.00
Chief Surveyor	\$280.00
Senior Surveyor /SUE	\$230.00
Project Surveyor / SUE	\$200.00
Survey / SUE Analyst	\$165.00
Survey / SUE Technician	\$135.00
Survey UAS/LiDAR Crew	\$250.00
Survey Crew	\$235.00
Utility Designating Crew	\$225.00
SUE Crew	\$400.00
Vacuum Excavation	\$550/Ea.







City of Pompano Beach

RLI25-031 CONTINUING CONTRACTS FOR AIRPARK ENGINEERING SERVICES CONSULTANT'S COMPETITIVE NEGOTIATION ACT(CCNA)

Position Classification & Maximum Hourly Labor Rate Schedule

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
<b>FIELDWORK</b>	<b>UNIT RATES</b>	
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig		
0 - 50 Foot Depth Interval	\$17.00	Lin. Ft
51 - 100 Foot Depth Interval	\$19.00	Lin. Ft
101 - 150 Foot Depth Interval	\$25.00	Lin. Ft
Auger Borings (Drill Rig -ASTM 4700)		
0 - 50 Foot Depth Interval	\$14.00	Lin. Ft
51 - 100 Foot Depth Interval	\$16.00	Lin. Ft
Undisturbed Samples (Shelby Tubes)		
0 - 50 Foot	\$150.00	Lin. Ft
51 - 100 Foot	\$200.00	Lin. Ft
Temporary Casing (3-inch casing)		
0-50 Foot	\$8.00	Lin. Ft
51 - 100 Foot	\$10.00	Lin. Ft
101 -150 Foot	\$15.00	Lin. Ft
Grout Boreholes Truck/Mud Bug		
0-50 Ft	\$7.00	Lin. Ft
51-100 ft	\$9.00	Lin. Ft
100-150 ft	\$12.00	Lin. Ft
Muck Probing		
2- Man Crew	\$170.00	Hour

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
3- Man Crew	\$255.00	Hour
Permeability/Percolations Tests - Field (SFWMD Usual Open Hole Method)	\$500.00	Test
Rock Coring		
0 to 50 feet- Truck Mounted	\$55.00	Lin. Ft
50 to 100 feet- Truck Mounted	\$70.00	Lin. Ft
Temporary Casing (6-inch casing)		
0 to 50 feet	\$12.00	Lin. Ft
51 to 100 feet	\$14.00	Lin. Ft
Site Clearing Supervision	\$95.00	Hour
For drilling services inside existing structures - ventilation, lighting		
Extra Split Spoons (0 to 50 feet - truck mounted)	\$30.00	Each
Extra Split Spoons (51 to 100 feet - truck mounted)	\$35.00	Each
<b>SOIL TESTING</b>		
Field Density/Test (five (5) minimum)	\$40.00	Test
Standard Proctors	\$150.00	Test
Modified Proctors	\$150.00	Test
Limerock Bearing Ratio Test (Laboratory Test)	\$400.00	Test
California Bearing Ratio Test (Laboratory Test)	\$400.00	Test
Atterberg Limit Test	\$90.00	Test
Carbonate Content Test	\$75.00	Test
Organic Content Test (FM 1-T267)	\$50.00	Test
D.O.T. Corrosivity	\$205.00	Test
Soil Observation (On Site) - Sr. Eng. Tech	\$105.00	Hour
Natural Sample Moisture Content	\$25.00	Test

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
Unit Weight and Moisture Content (Undisturbed Sample)	\$50.00	Test
LA Abrasion	\$255.00	Test
Permeability Tests (fine grained soils)	\$400.00	Test
Permeability Tests (sands)	\$400.00	Test
Sieve Analysis (Complete) (ASTM D 6913)	\$85.00	Test
Sieve Analysis (-200 only) (ASTM D 1140)	\$50.00	Test
Hydrometer Analysis (does not include +200 sieve analysis) (ASTM D 422)	\$120.00	Test
Corrosion Series (pH, Sulphates, Chloride, Resistivity) (FDOT)	\$205.00	Test
Soil Resistivity	\$75.00	Test
Specific Gravity (ASTM D 854)	\$65.00	Test
Unit Weight Determination	\$75.00	Test
Calcium Carbonate of Aggregates (ASTM D 3042)	\$70.00	Test
Consolidation Tests (ASTM D-2435) up to 12 load increments	\$1,950.00	Test
Consolidation Test, additional load increment	\$125.00	Test
Hydraulic Conductivity tests of Granular Soils (Constant Head) (ASTM D 2434)	\$400.00	Test
Unconfined Compression Test (rock) (ASTM D 7012)	\$175.00	Test
Splitting Tensile Test (rock) (ASTM D 3967)	\$175.00	Test
Triaxial Test - Unconsolidated-Undrained (UU) (ASTM D 2850)	\$1,200.00	Test
Triaxial Test - Consolidated - Undrained (CU) (ASTM D 4767)	\$1,250.00	Test
Triaxial Test - Consolidated - Drained (CD) (USACE)	\$1,250.00	Test
Preparation of samples for consolidation, permeability or strength tests	\$100.00	Test
<b>SAMPLING AND TESTING OF FRESH CONCRETE</b>		
Curing, capping and compressive strength testing of concrete cylinders in	\$105.00	Set of 6
Consultant's laboratory		

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	\$95.00	Hour
Air Content Tests	\$20.00	each
Unit Weight Tests	\$50.00	each
Plant Control (Precast Yard Inspection)	\$105.00	Hour
Concrete Block Strength Test (gross area)	\$65.00	each
Concrete Block Absorption & Strength Test (net area)- 3 Blocks/Set	\$125.00	each
Concrete Beam Flexural Strength - 3 Beams/Set	\$150.00	each
Flexural Strength of Concrete Beam (ASTM C 78)	\$135.00	each
Casting and Compressive Strength of Hydraulic Cement Mortars using Cube	\$95.00	Hour
Specimens (ASTM C 109)		
SAMPLING & TESTING OF IN-PLACE CONCRETE		
Mobilization for coring	\$300.00	each
Trimming, measuring, capping, curing & testing of concrete cores	\$45.00	each
CONCRETE & MASONARY MATERIALS		
Concrete Compression test (Min. four (4) cylinders per trip)		
- Prepare cylinders & slump test on site, and deliver to lab	\$150.00	set
Additional Concrete cylinders with slum	\$30.00	cylinder
Concrete Compression test only [delivered to lab]	\$20.00	cylinder
Slump test	\$25.00	each
Stand-by (Beyond 1 hour on site)	\$85.00	hour
Grout Prism (Four (4) per set) - Includes preparation of Prism on site	\$140.00	set of 4
2" x 2" - Compression Testing	\$150.00	set
Additional Mortar cubes	\$30.00	each

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
Masonry Units		
A. Compressive Strength (ASTM C39)		
B. Absorption		
Concrete Cores (Min. 3);		
- Secure, trim & test 4 inch diameter	\$120.00	each
- Secure, trim & test 6 inch diameter	\$150.00	each
- Testing of core [delivered to lab (Incl. Trim)	\$60.00	each
Swiss Hammer Testing (Sr. Eng Tech)	\$85.00	hour
Windsor Probe Test - per 3 shots (Min. 3 shots)	\$150.00	set of 3
Additional Windsor Probe Tests (per 3 shots)	\$75.00	set of 3
Patching Cored Holes	\$85.00	each
AGGREGATE TESTING		
Grain size determination:		
A. Full grain size (8 sieves)	\$85.00	each
B. Wash through (#200)	\$50.00	each
Specific Gravity & Absorption of Fine or Coarse Aggregate	\$85.00	each
ASPHALT TESTING		
Asphalt Cores (obtaining core samples) (Min. 3)	\$225.00	each
Ignition of Asphalt for Asphalt Content and Extraction & Gradation (ASTM D 2172 or D 6752)	\$160.00	each
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2950)	\$85.00	hour
Asphalt Density and Thickness	\$75.00	each
Asphaltic Density Plant Inspection	\$105.00	hour

Sub /Firm Name	TSFGEO	
Position / Classification	Maximum Hourly Rate (\$)	
MISCELLANEOUS SERVICES		
Foundation Analysis and Recommendation Reporting	Hourly	
Double Ring Infiltration Test ASTM D-3385 (Min 2 tests)	\$950.00	test
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	\$45.00	lin. Ft.
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	\$60.00	lin. Ft.
Locking Well Cover and Pad	\$220.00	each
Development of Monitoring Wells	\$150.00	hour
Plug & Abandon Monitoring Well, <25' Depth	\$15.00	lin. Ft.
Plug & Abandon Monitoring Well, 25' - 50' Depth	\$20.00	lin. Ft.
Well sampling *	\$145.00	hour
Dynamic Cone Penetrometer Testing-(Field CBR Test)	\$900.00	test
DRILLING EQUIPMENT MOBILIZATION/DEMOBILIZATION (includes drill rig mileage)		
Truck-Mounted Rig	\$550.00	each
A TV - Mounted Rig - (sites not accessible to truck mounted equipment)	\$3,000.00	each
Amphibious / Barge (mounted equipment)	\$9,500.00	day
Support Truck	\$225.00	Day
Support Boat	\$750.00	Day
FOUNDATION TESTING SERVICES		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	\$125.00	day
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	\$95.00	hour
In-situ Density Tests - Sand Cone Method (ASTM D 1556)	\$105.00	hour