

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT No. 1625

with
Cummins Cederberg, Inc.



***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for***

Marine Engineering Services

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**

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 Cummins Cederberg, Inc. a Florida corporation, 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 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 RLI No. E-07-22 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Jordon Cheifet.

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 five (5) years from the date of execution by both the City and the Consultant.

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 RLI No. E-07-22, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four Million Dollars (\$4,000,000.00), and for 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 B 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 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 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 and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. 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 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.

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 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 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services 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. 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, 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 C.

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.

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 similarly to 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 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, 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 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.

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 binds 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 the City, which may be 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, data base, 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.

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 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**

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 off 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 ,000, 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

FOR CONSULTANT:

Jason R. Cummins
Cummins Cederberg, Inc.
201 Alhambra Circle, Suite 601
Coral Gables, FL 33134

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

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.

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 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 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.

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

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONSULTANT"

Cummins Cederberg, Inc.

Witnesses:

[Signature]
Signature
m Patricia Fernandez
Name Typed, Printed or Stamped

By: [Signature]
Jannek Cederberg, President

[Signature]
Signature
NANCY C Smith
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19th day of OCTOBER, 2022, by Jason R. Cummins, as President of Cummins Cederberg, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
[Signature]

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF
NANCY CORINNE Smith
(Name of Acknowledger Typed, Printed or Stamped)
HH 272000
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-07-22**

**CONTINUING CONTRACT FOR
MARINE ENGINEERING SERVICES**

**VIRTUAL ZOOM OPENING:
February 24, 2022, 2:00:00 P.M.**

For access go to:

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

Issue Date: January 24, 2022

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-07-22

CONTINUING CONTRACT FOR MARINE ENGINEERING SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022.** Proposals must be submitted electronically through the eBid System 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 Proposer.

Proposer 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 and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City of Pompano Beach (City) and the Pompano Beach Community Redevelopment Agency (CRA) are seeking qualified engineering companies/firms to work on various projects for the City and the CRA. The projects range in magnitude from small-scale to large or specialized designs.

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

- Bridges
- Seawalls
- Docks
- Piers
- Boat ramps
- Jetties

- Stormwater outfalls
- Survey and mapping
- Canal dredging
- Beach renourishment
- Studies, evaluations, & assessments.
- Design and construction documents.
- Permitting
- Inspections
- Grant assistance
- Coordination with regulatory agencies (County, ACOE, SFWMD, etc.)

A. Scope of Services

The City and the CRA intends to engage one or more qualified marine engineering companies/firms to provide continuing professional services to the City and the CRA for various projects as-needed. Professional services under this agreement/contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

The scope of services may include, but is not limited to, the following:

- Studies, assessments, evaluations, designs, construction documents, permitting, inspections, etc., related to marine environment.

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a professional engineer and surveyor, with a minimum of five (5) years of experience on technically complex marine projects in Southern Florida.

B. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City or CRA. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Consultant will be required to provide all applicable insurance requirements.

C. Term of Agreement/Contract

The Term of this Agreement/Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Consultant or the CRA and Consultant. City or the CRA reserves the right to negotiate the term of its respective contract with the awarded Consultant/Consultants.

D. Project Web Requirements:

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ 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, Contractor and Owner. e-Builder Enterprise™ 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 consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

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, Owner 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™.

E. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this Solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the agreement/contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the agreement/contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the agreement/contract.

Please note that while no goals have been established for this Solicitation, the City encourages Local Business participation in all of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the agreement/contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the agreement/contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in this solicitation.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, consultants or sub-consultants who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five (5%) percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2 ½) percent of total score.
3. It is the responsibility of the awarded contractor/vendor to comply with all Tier 1 and Tier 2 guidelines. The awarded contractor/vendor must ensure that all requirements are met before execution of an agreement/contract.

F. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Proposer shall upload 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: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled.

Title page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of 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 Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

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 to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will 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 Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically, identify the management plan (if needed) and provide an organizational chart for the team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the coordination of 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 subconsultants.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. 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 professional and administrative staff at the prime office location.

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

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

City Forms:

The Proposer 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 Proposer is financially solvent and has sufficient financial resources to perform the agreement/contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to

evaluation that demonstrates the Proposer's ability to perform the resulting agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Proposers shall provide a complete financial statement of the companies/firm's most recent audited financial statements, indicating 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 prior to the date of filing this solicitation's response. The financial statements are to 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 of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to 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 Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting 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)

G. Insurance

The Contractor 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 hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the agreement/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 and the CRA 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 and the CRA as an additional insured on all such coverage.

Throughout the term of this agreement/contract, the City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this agreement/contract, including limits, coverages or endorsements. The City and the CRA 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 and the CRA 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 the Contractor under this agreement/contract.

Throughout the term of this agreement/contract, The Contractor and all subcontractors/subconsultants 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 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.
2. Liability Insurance.
 - (a) Naming the City of Pompano Beach and Pompano Beach Community Redevelopment Agency as an additional insured as City's and CRA interests may appear, on General Liability Insurance only, relative to claims which arise from the Proposer's negligent acts or omissions in connection with Contractor'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 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 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 property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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(c) If Professional Liability insurance is required, the Contractor 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 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.

4. Policies: Whenever, under the provisions of this agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer 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 of the 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 and the CRA.

6. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City and the CRA, 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, Awarded Proposer 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 Awarded Proposer enter into such an agreement/contract on a pre-loss basis.

H. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s)/company(ies). The Committee (Committee) will present their findings to the City Commission and the CRA Board.

Proposals will be evaluated using the following criteria:

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the company's/firm's d. Previous projects performed for the City and the CRA (provide description) e. Litigation within the past five (5) years arising out of company's/firm's performance (list, describe outcome)	0-40
2	Qualifications of personnel including sub-contractor/ sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: e. Number of licensed staff d. Education of staff e. Experience of staff on similar projects	0-35
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15
4	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)	0-10
	Total	100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company/firm.

NOTE:

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

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the proposals, the City may invite Proposers for an interview to discuss the proposal and meet company/firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City and the CRA shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three (3) responses are received, the Committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three (3) company's/firms deemed to be the most highly qualified to perform the service. If three (3) or fewer company's/ firms respond to this solicitation, the list will contain the ranking of all responses.

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.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the CRA and all of their respective officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its sub-contractors /sub-consultant will be liable under this section for damages arising out of

injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or CRA or any of their respective officers, agents or employees.

J. Right to Audit

Awarded Proposer'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 bidders), 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 normal 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 Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records 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 Work, and until five (5) years after the date of final payment by the City to Awarded Proposer pursuant to the agreement/contract.

The City agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all sub-consultants/sub-contractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the contract.

K. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Florida Statutes Chapter 119. The Awarded Proposer/Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer/Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Proposer/Contractor 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 Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City or CRA employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City and the CRA. In addition, only communications, which 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.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City and the CRA.

N. Independent Contractor

The Awarded Proposer will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City and the CRA. 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 company/firm.

O. Staff Assignment

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

P. 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 as a minimum, the entirety of this solicitation, together with the awarded proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney and the CRA Attorney.

If the City or the CRA 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, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Awarded Proposer r agrees to reimburse the City or the CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. 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, and that 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 above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. 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 representative, successors and assigns.

S. Manner of Performance

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

Proposer agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer 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 Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

T. Acceptance Period

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

U. 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. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer 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 Proposers 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 best interest of the City 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 best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

V. Standard Provisions

1. Governing Law

Any agreement 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 Proposer 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

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

4. Drug Free Workplace

The selected company(ies)/firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth 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 a 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

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and his surety shall indemnify and hold harmless the City and the CRA from any and all claims for infringement by reason 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 and the CRA from any cost, expense, royalty or damage which the City and the CRA may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of 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 services pursuant to this solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 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 City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 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 Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer 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 Proposer does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, 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 Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under Florida Status Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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**

W. Questions and Communication

All questions regarding this solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. 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 Proposer's responsibility to obtain all addenda before submitting a response to this solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the City's Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Each addendum will be posted to the solicitation in the eBid System.

Y. Contractor Performance Report

The City and the CRA will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as Exhibit to this solicitation.

PROPOSER INFORMATION FORM

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

RLI _____, _____
 (Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm 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 this solicitation. I have read this solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

PROJECT TEAM

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 IN THE EBID SYSTEM.

RLI NUMBER # _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, 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 sign electronically 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers 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". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No ___ Yes ___

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? Yes No

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor’s invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime /Contractor)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above agreement/contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(es) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Online Questions & Answers

Event Information

Number: E-07-22
 Title: Continuing Contract for Marine Engineering Services
 Type: Request for Letters of Interest
 Issue Date: 1/24/2022
 Question Deadline: 2/24/2022 02:00 PM (ET)
 Response Deadline: 2/24/2022 02:00 PM (ET)
 Notes:

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022.** Proposals must be submitted electronically through the eBid System 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 Proposer.

Proposer 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 and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Published Questions

Question: You ask for references for past projects in the tri-county area. Is it ok to present ongoing projects that are not yet completed?

Answer: Yes, it is ok however, preference will be given to applicable, completed projects.

Asked: 2/14/2022 12:21 PM (ET)

Question: Regarding the "Project Team" form, the firm requests certain positions and specialty services that we do not intend on including in our response. Are we free to edit the form to use the positions and subconsultant services we intend to provide (while still providing all requested information such as Education or Addresses), or do we need to use the form "as is" and do our best to convey the information? Thank you.

Answer: For consistency, please use the form as-is.

Asked: 2/9/2022 03:17 PM (ET)

Question: Besides the forms which are included in the Attachments, are we required to submit the additional forms which are included in the RFQ ('Contractor Performance Report' and 'Local Business Subcontractor Utilization Report')?

Answer: No, the "Contractor Performance" and "Local Business Utilization" reports are tools the City uses to track compliance by the awarded firm. They are not to be submitted.

Asked: 2/9/2022 10:26 AM (ET)

Question: In regards to the Schedule requirement on page 6. Will the City be providing a sample or specific project to set the schedule to?

Answer: Schedule requirements are not applicable at this time.

Asked: 2/9/2022 09:36 AM (ET)

Question: For the past project "References" would the City expand the tri-county area to include Monroe County?

Answer:
Yes we would, although our preference is within tri-county.

Asked: 2/4/2022 01:22 PM (ET)

Question: Is the Tier 1/ Tier 2 compliance form only for the Prime?

Answer: Yes.

Asked: 2/4/2022 08:35 AM (ET)

Question: A) Is this a project where you are expecting services from vendors or from an engineering company?

B) Is this for vessel and/or marinas?

Answer: *A) This will not be for one project only but various types of projects throughout a 5 year period, and services we are expecting will be from engineering firms.*

B) This will not include vessels, but may include design for new or rehabilitation of jetties, seawalls, docks, piers, bridges, bathymetric surveys for canal dredging, seawall condition assessments, etc.

Asked: 2/1/2022 08:42 AM (ET)

Question: Is it required for the prime to have both an engineering and surveying license, or can a subconsultant fulfill one of those requirements?

Answer: It is not required, a subconsultant can fulfill that role if need be.

Asked: 1/26/2022 05:34 PM (ET)



Supplier Award

E-07-22

**Continuing Contract for Marine Engineering
Services**

Award Date: 5/10/22

Cummins Cederberg

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Cummins Cederberg

Contact: Jordon Cheifet

Address: 140 Intracoastal Pointe Drive, Suite 208
Jupiter, FL 33477

Phone: (561) 658-1296

Email: jcheifet@cumminscederberg.com



E-07-22

**Cummins Cederberg
Supplier Response**

Event Information

Number: E-07-22
 Title: Continuing Contract for Marine Engineering Services
 Type: Request for Letters of Interest
 Issue Date: 1/24/2022
 Deadline: 2/24/2022 02:00 PM (ET)
 Notes: Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") and the Pompano Beach Community Redevelopment Agency (CRA) invite professional companies/firms to submit qualifications and experience for consideration to provide marine engineering services to the City and the CRA on a continuing as-needed basis.
 The City will receive sealed proposals until **2:00:00 p.m. (local), February 24, 2022**. Proposals must be submitted electronically through the eBid System 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 Proposer.
 Proposer 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 and the CRA are not responsible for the accuracy or completeness of any documentation the Proposer receives from any

source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual p u b l i c m e e t i n g , g o t o <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Cummins Cederberg Information

Contact: Cat Olnick
 Address: 888 S. Andrews Ave.
 Suite 206
 Fort Lauderdale, FL 33304
 Phone: (954) 880-1646
 Email: colnick@cumminscederberg.com
 Web Address: www.cumminscederberg.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).

Catherine Olnick

Signature

Submitted at 2/24/2022 9:04:28 AM

colnick@cumminscederberg.com

Email

Requested Attachments

Proposal Cummins Cederberg - RLI E-07-22 Marine Engineering Svcs_Pompano Beach.pdf

Electronic version of proposal 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.

Financial Statement Financial Statements Cummins Cederberg CONFIDENTIAL.pdf

Will remain confidential pursuant to section 119.071 of the State of Florida Statutes.

Tier 1/ Tier 2 Local Business Form T1_T2_Form-signed.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

Local Business Program Forms Local Business A-D.pdf

These forms are to be completed and uploaded to the Response Attachments tab. Online Only

Proposer Information Page Proposer Info.pdf

Proposer Information Page Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.

Minority Business Enterprise Participation Form MBE.pdf

If your firm or any sub-consultant is a certified minority business enterprise this form must be completed and included with your proposal. If any members of your team are a certified Minority Business Enterprise copies of their certifications must be included in your submittal.

Project Team Form Project Team.pdf

Project Team Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.

Bid Attributes

1 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

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 Terms & Conditions

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

 Respond Yes (Respond Yes)

4 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

5 Acknowledgement of Addenda

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

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Continuing Contract for Marine Engineering Services

RLI E-07-22

Pompano Beach, Florida

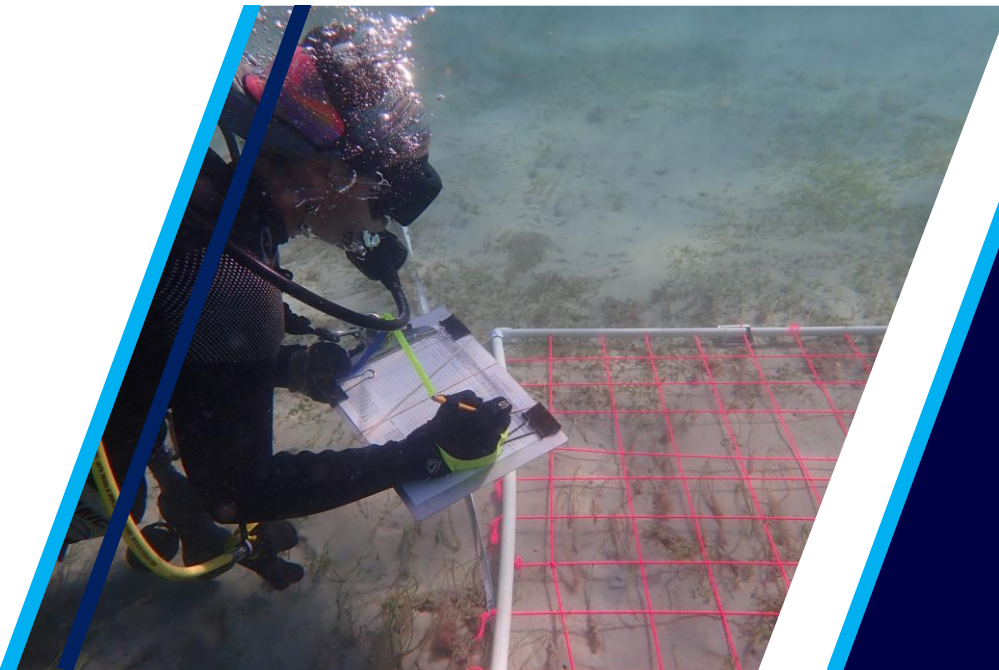
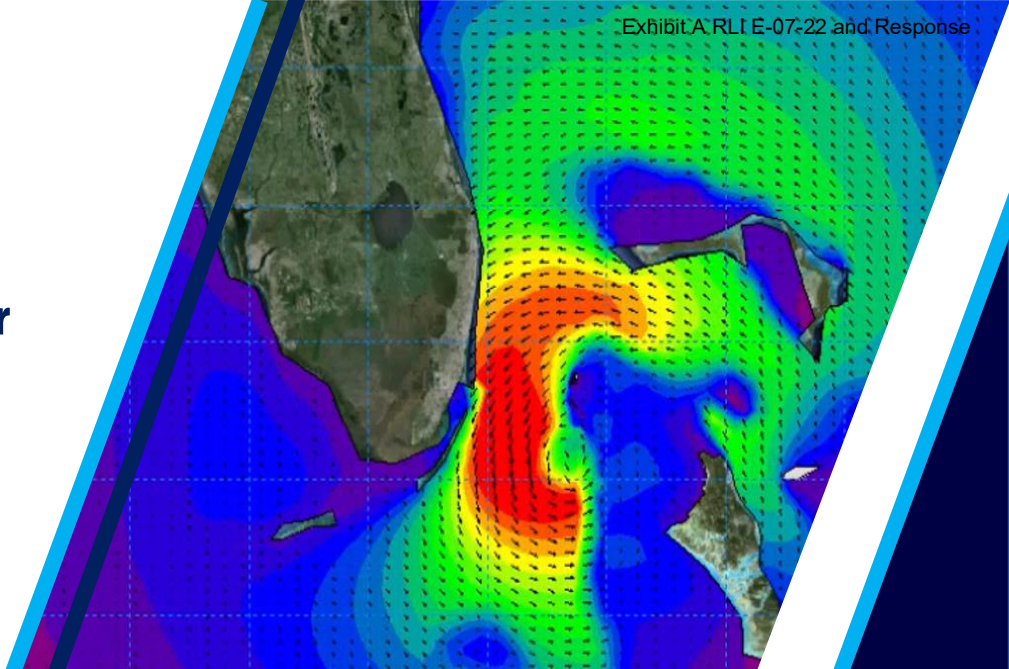
February 2022

Prepared for:

City of Pompano Beach

1190 NE 3rd Ave., Building C

Pompano Beach, FL 33060



Prepared by:
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 CumminsCederberg.com

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February 24, 2022

Attn: City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: Continuing Contract for Marine Engineering Services
Request for Letters of Interest E07-22

Dear Selection Committee Members,

A vibrant and energetic waterfront can serve as an important destination within the community and create synergy with the surrounding areas. As a true marine and coastal engineering firm, we understand the importance and value waterfront destinations can bring to a city. We recognize and applaud the City of Pompano (City) for making its three mile stretch of pristine shoreline and restored dunes a priority.

We have reviewed and understand the scope of work to be performed and are familiar with the City's goals outlined within the Adopted Capital Improvement Plan for FY 2021-2025, which includes surveying and potential repairs of approximately 2,000 linear feet (LF) of city-owned seawall along various canals and waterways, canal maintenance dredging, and a jetty extension to reduce the turbidity along the shoreline.

History

Cummins Cederberg, Inc. (Cummins Cederberg) has been providing quality marine engineering services, particularly for marine structures, beaches, and shorelines, throughout South Florida for the last 12 years. As a smaller firm (*CBE certified in Broward County*) clients work directly with experienced senior engineers and project managers who dedicate themselves to providing a superior level of responsiveness and quality and *are committed to continuing to provide excellence services for similar projects described herein*.

The firm was founded by Jason Cummins, PE, and Jannek Cederberg, PE, and over the course of 12 years has successfully grown into a leading engineering firm for complex coastal and marine engineering projects in South Florida and the Caribbean. The firm's success is built on providing high quality work in a transparent manner to build long term relationships.

Company Profile

Cummins Cederberg focuses exclusively on the coastal and marine environments. Our professional team is comprised of coastal engineers, marine structural engineers, marine

biologists, regulatory and policy experts, marine scientists, and surveyors, with proven experience in all facets of environmental planning, regulatory permitting, and coastal management. Our foundation was built on and expertise in the coastal and marine environment, and Cummins Cederberg remains at the forefront of scientific research and implementation in this constantly evolving industry. This exclusive focus allows us to thrive in the coastal and marine sector without diluting knowledge or resources amongst other disciplines.

Team

We have assembled a n exceptionally qualified team with experience working with the City including KEITH who is a professional surveyor for hydrographic, topographic, and GPS surveying, and Tierra South Florida for geotechnical and drilling services.

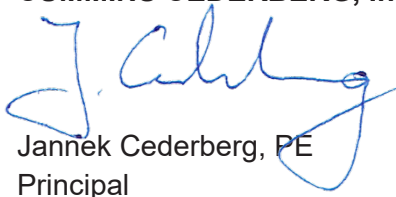
The team will be led by Cummins Cederberg Senior Marine and Coastal Engineer, Jordon Cheifet, PE, CFM. Jordon has technical and project management experience, including beach programs, waterfront structure design, FEMA coastal floodplain mapping, shoreline restoration/protection design, numerical modeling, and marina design. His field experience includes underwater waterfront facility inspections, GIS/GPS data collection and analysis, surveying, and construction administration.

In summary, Cummins Cederberg is fully qualified for the requested services with education and experience specifically focused in the coastal and marine environment. Our specialized experience includes marine structural engineering, waterfront engineering, construction inspections, environmental permitting, biological surveys and monitoring, and coastal engineering studies.

A fusion of talent with a demonstrated ability to completed challenging engineering projects utilizing creative and unique solutions combined with our exceptional relationships with local, regional, state, and federal agencies will provide the City with a team that can meet any of its marine engineering tasks and further certifying sufficient resources in personnel, equipment, and time. Again, we appreciate the opportunity to submit our qualifications and stand ready to assist the City through execution of work orders. Should you have any questions or require additional information, please do not hesitate to contact me at as the main point of contact for this at 954-880-1646 or jcederberg@CumminsCederberg.com.

Sincerely,

CUMMINS CEDERBERG, Inc.



Jannek Cederberg, PE
Principal

1. Technical Approach to Marine Engineering

The Cummins Cederberg team of engineers, scientists, and technical staff are familiar with the City's goals for this RLI and understand the technical expertise required to execute marine structural engineering projects. Our technical staff have direct experience working within Broward County on waterfront projects, including the engineering design, permitting, and construction administration of waterfront structures. The following summarizes our technical approach to servicing this RLI and describes how the Cummins Cederberg team can assist the City with each area of the scope of work described under this RLI.

Proper execution of any project requires a carefully planned and managed strategy. The Cummins Cederberg team has experience with both small and large waterfront structural engineering projects for public and private clients utilizing in-house engineering and environmental staff. Project planning early in the project timeline allows our team to establish a project baseline by collecting relevant data (e.g., bathymetric surveys, sediment testing, benthic resource surveys, typical vessel drafts), considering input of stakeholders, and evaluating design constraints.

Our technical approach includes early identification of available data to reduce duplication and costs to the City. Review of existing data (e.g., maps, surveys, reports, maintenance records) affords our team the ability to conduct a preliminary screening of a waterfront project area to optimize project permitting, design, and construction. Cummins Cederberg's experience with waterfront projects will be leveraged in the following areas:



Task 1. Pre-Construction

Task 1.1 Planning: As part of defining the exact scope of work, Cummins Cederberg will meet with the City to present our initial recommendations we believe will achieve the City's objectives and goals, based on the background studies previously completed for this project. A cardinal point of our values is to provide services

that can be applied directly by the City with a clear action plan, rather than cookie cutter approach. Studies need to lead to the next clearly defined step, and design needs to meet the requirements and budgets of the City.

In addition, potential funding and grant opportunities should be explored early, as small modifications in project scope can sometimes open grant funding opportunities. Cummins Cederberg has experience in working with public entities relative to obtaining grant funding for resiliency, flood/storm protection, infrastructure, water quality improvement, and waterfront public access projects.

Task 1.2 Field Investigations: To obtain site specific data, field investigations are typically required and can include



topographic/bathymetric surveying, marine resource/benthic mapping, tide/current measurements, and geotechnical investigations. Field investigations normally occur in the beginning of the project, as they provide the foundation for subsequent analyses, design, and permit applications. Existing available data will be identified for potential cost savings and to expedite project completion. The Cummins Cederberg team is both flexible and dynamic and understands quick mobilization can be required to capture field data at the appropriate time to move forward with dependent components.

When pre-design field data collection or post-project field monitoring is needed, Cummins Cederberg is experienced, knowledgeable, and respected. The Cummins Cederberg team has the necessary staff, equipment, and post-processing tools to conduct field investigations including water quality sampling and deployment of acoustic doppler current profilers (ADCP). We also have highly skilled and trained field scientists with expertise mapping benthic ecology, mangroves, and coastal marshes. As an example, Cummins Cederberg recently conducted bathymetric surveying, marine resource mapping, and tidal and current measurements at



Crandon Marina in Key Biscayne as part of a Sedimentation Study analyzing sand movement into the marina. The data was processed for use in ArcGIS and subsequently used for the numerical modeling of waves and currents, as well as the design of shoreline stabilization structures to ensure a functional solution was developed with minimal impacts to adjacent marine resources.

The Cummins Cederberg team understands the collection of accurate topographic, bathymetric, and geotechnical data is the basis of any successful coastal infrastructure project. We have assembled a team with extensive local knowledge collecting this critical data to support the project. Whether it is surveying an easement for a new coastal structure, the as-built location of a new coastal structure, conducting bathymetric surveying to support post-construction monitoring required by the environmental permits, or characterizing the underlying soils to design the foundation for the proposed solution, our team can provide the City with the technical expertise required to support this coastal project.

Task 1.3 Environmental Permitting: Waterfront projects in Florida are heavily regulated by various environmental agencies, including Martin County Department of Growth Management, Florida Department of Environmental Protection (FDEP) for regulatory and proprietary approval, and the US Army Corps of Engineers (USACE). As a result of our long list of projects in Florida's marine environment and our experienced staff who previously worked for the regulatory agencies, Cummins Cederberg is very familiar with the rules, procedures, and government personnel.

Prior to submitting permit applications, we conduct pre-application meetings with the appropriate regulatory agencies to better understand initial concerns and supplemental data needs. We compile comprehensive permit application packages to proactively address questions the agencies are likely to have when reviewing the submittal. Cummins Cederberg will evaluate potential needs and any anticipated marine resource impacts to ensure that time and effort is not wasted on designs that are not permissible from a regulatory perspective.

The environmental regulatory agency staff are tasked with enforcing their agency's rules, while working with applicants to arrive at a permissible project. In Florida, where protecting upland infrastructure is paramount, submerged ecological resources must also be protected. After collection of current baseline field data we will schedule pre-application meetings with the FDEP and USACE. The following steps briefly outline the permitting process and the role Cummins Cederberg will play in assisting the City.

- Pre-application – preparation of conceptual designs
- Application and permitting – feedback compiled during the pre-application step incorporated into ongoing design
- Processing – public notice and the environmental assessment/statement of finding
- Permit compliance – summarize key permit requirements and itemize all items required to be prepared and submitted prior to commencement of construction, during construction, and post construction

Task 1.4 Grant Funding: We have a proven track record for successful grant awards with municipal clients and maintain a comprehensive list of grant opportunities for projects specifically with coastal and marine elements. In the first quarter of 2021, our grant writing team was awarded \$13.5M for the Adaptive Redesign of Jose Marti Park in the City of Miami, and \$16.8M for the Redesign of Currie Park in the City of West Palm Beach. In early 2022, the team was awarded \$10.4M for its project at The Bay Sarasota which includes a resilient shoreline to prevent roadway flooding.

Task 1.5 Engineering Design: During the design phase, Cummins Cederberg will develop design options including construction phasing, construction drawings, technical specifications, and bid documents to cover the intended scope. Design alternatives can be provided if requested, for example to incorporate elements that will either improve local habitat areas and/or enhance the ability of the ecosystem to improve water quality conditions.

Environmental design features can be fashioned using specific materials, forms, and layout designs. Particular attention will be paid to developing the most efficient design, while prioritizing project phasing such that impacts to surrounding areas are limited. Considerations will be given to how critical each design detail may affect overall project cost through change orders or delays.

While design of a waterfront project can primarily be done in the office using the most recent inspection report provided by the City, we will begin with field work including a pre-design site visit to verify the report data as conditions since the inspection may have changed.

It is crucial to understand the existing conditions, how the proposed project will fit with areas to

The Cummins Cederberg Design Build team improved the original design of Dinner Key Marina to raise the docks and combat high tides



remain, how work areas will be accessed, and what area is needed for construction staging. A lack of foresight at this step can lead to scope creep, project delays, and potential change orders.

Task 1.6 Bidding Assistance: Cummins Cederberg will work with the City's Procurement Department to develop a comprehensive bid package for the project. Our involvement typically includes bid document preparation, participation in pre-bid meetings, review of Contractor qualifications, and preparation of recommendation letter of the lowest qualified bidder. While preparing the bid schedule, we will pay careful attention to the bid items, units, and quantities to facilitate net-zero change orders should they arise to maintain overall budget.

We will also coordinate with the City to evaluate and incorporate alternative scope items, if applicable, to be presented separately from the base scope, as an effort to avoid change orders in production. We believe it is critical to identify potential scope changes upfront at a time where negotiations are easier to administer in pre-construction rather than dispute change order claims during production, where both budget and schedule are vulnerable.

Our bidding assistance extends to detailed bid review and comparison upon receipt from solicited Contractors. Our years of consulting within the marine industry has allowed us to compile a database of current "market costs" from marine contractors. This information gives us insight to expected project costs, understanding if bids are over-priced, or if a completed bid form did not appropriately cover the intended scope (underpriced). Specifically, we will review each bid to evaluate the following items for this project:

- **Mobilization/Demobilization** to assess if Contractor is front loading fees and/or potential staging area requirements which may impact the public including residents and visitors.
- **Pre/Post-Construction Surveys** to assess if the Contractor has included reasonable fees to support the required surveys for payment recommendation.
- **Project Schedule** to assess if the Contractor's proposed schedule is reasonable and consistent with the schedule proposed for the project.
- **Contractor Personal** (e.g., Superintendent, Project Manager, QA/QC, Safety Representative) to assess if the Contractor has properly staffed the project to maintain schedule and oversight.
- **Construction Methodology** to assess if the Contractor's approach is consistent with the environmental permit requirements for the project.



Task 2. Construction

Task 2.1 Pre-Construction Meeting: Organize and coordinate a pre-construction meeting to meet and introduce team members from Cummins Cederberg, the City, and the Contractor's team. The objective is to establish a chain of communication and identify team member roles/responsibilities to optimize workflow and troubleshooting of production issues. During this stage, we will review the Contractor's initial

schedule, identity deliverables with priority release or lead-times, and discuss protocols for submittals, RFI's, permit conditions, and progress meetings/inspections.

Task 2.2 Pre-Mobilization Coordination: Prior to Contractor mobilization, Cummins Cederberg will coordinate a site meeting to meet with essential Contractor personnel to discuss work sequence and logistics. Effort will be made to proactively review and coordinate any forecasted workflow hang-ups, maintenance of traffic, management of public safety, and timelines for site visits. During this period, Cummins Cederberg will review priority submittals and/or RFIs, to ensure the Contractor will be ready to start on time, work in an uninterrupted manner, and remain productive during the construction schedule.

Task 2.3 Production Monitoring and Oversight: Once the construction commences (or at points soon before) Cummins Cederberg will coordinate and conduct periodic progress meetings with the City and Contractor. During these meetings, we will review the status of the completed work, forecasts for upcoming work, and discuss any active items to promote project progression. We will summarize the discussions and collect comments to prepare and distribute meeting minutes to the City and Contractor.

Task 2.4 Site Visits and Observation Reports: Cummins Cederberg will perform Construction/Engineering Inspections (CEI), as well as assist the City with engineering services, technical assistance, and on-site observations during construction to certify the project is being constructed in compliance with the contract documents. We will prepare and distribute Field Observation Reports including photos, written observation, and any other figures to document the observations recorded during the site visit(s). Further, we will immediately communicate and follow-up on any critical observations noted that could impact the project schedule and/or budget. Our Construction Administration metrics will include observation and review of the following to manage the overall budget and schedule for the project:

- **Observe** the Contractor's work for compliance with the contract documents and permits
- **Periodic Inspections** to confirm construction design plans and specifications are adhered
- **Photograph and Document** the project as the work progresses
- **Conduct Drone Surveys** to quickly monitor progress. The findings can be deployed on the internet for review among project stakeholders
- **Communicate** issues, deviations, and/or inconsistencies that may arise

Task 2.5 Pay Application Reviews: Cummins Cederberg will review pay applications from the Contractor to confirm the requisitions reflect the percentage complete onsite. Part of this review will be to confirm the billed work has been formally observed/inspected and accepted by the City prior to approving payment release. Our review will also consider the bid amounts for the work relative to the billed amount to avoid "overpaying" for the work completed. This is a precautionary measure to ensure project funds are not dispersed too soon.



Task 3. Post-Construction (Project Closeout)

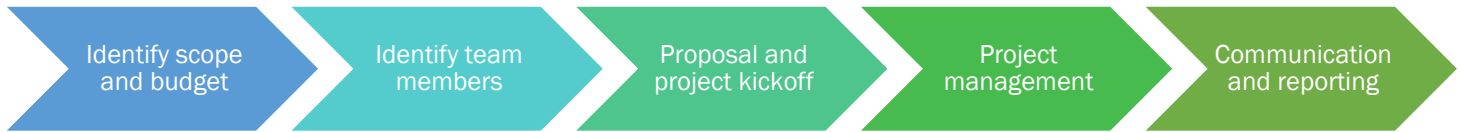
Upon the milestone of substantial completion, Cummins Cederberg will complete the required walkthroughs to initiate punch list with the City and synchronize project schedule end date. We will compile a punch list with City representatives and the Contractor to ensure work is completed to the satisfaction of the City and in compliance with contract documents, as well as regulatory agencies. These items may include site restoration (e.g., construction access pavers, vegetation) and debris removal. Once all punch list items have been completed, Cummins Cederberg will perform a final walkthrough at the request of the City to certify completion of the work and release final payment(s) to the Contractor, including release of retainage. Prior to this release, we will assist the City in resolving any potential cost items. Cummins Cederberg will also assemble the required documentation, as-built surveys, water quality testing, and hydrographic surveys to prepare the final project report for submittal to the environmental agencies to close out the permits.

Ability to Meet Schedule Requirements

Response time is critical to ensure a task order request is filled in a timely manner and without any delays to the City's schedule. Our team will provide abundant staffing and efficient communication protocols to ensure that personnel will be assigned within the specified time of the City's request. Kickoff meetings will be schedule immediately upon written notice from the City, and a personalized agenda explicit to the unique needs and requirements of each work order will be developed.

Our team's regulatory expertise will be used to meet regulatory permitting timeframes, which are critical to keeping a project moving forward during the permitting process, during construction, and after construction, to satisfy mitigation and monitoring criteria. We understand that timely response to the regulatory agencies is necessary to complete a project on time and within "good-standing" with the regulatory agencies.

General Approach to Continuing Service Contracts



The City of Pompano Beach is a premier oceanfront destination known for its beaches, marinas, and offshore coral reef. Our project approach utilizes a dynamic team of technical staff including coastal engineers, marine structural engineers, marine scientists, surveyors, geologists, and regulatory experts to meet the City's needs. Our team management process on continuing service-based contracts integrates all activities associated with each project utilizing the following detailed 5-step approach:

Step 1: Identify scope and budget. Early communication with the City to gain a full understanding of needs and detailed scope of the project. We will work with the City to develop the scope, qualifications, staffing, and budget estimate for each required task. Developing a full understanding of the needs of the project early on will help to avoid change orders as the project progresses from planning and permitting through design and construction. Existing available data will be identified for potential cost savings and to expedite project completion.

Step 2: Identify team members. Upon approval of the project scope by the City, we will immediately coordinate with the team (e.g., coastal engineering, marine structural engineering, marine environmental services, geotechnical, surveying) to engage the necessary team members to fulfill the requirements of each task. Our goals during

this step are to identify the best-suited personnel to address the task at hand, as well as to provide a highly responsive team that can conduct the requested work within the City's desired timeframe and budget.

Step 3: Task proposal and project kickoff.

Upon authorization to proceed, we will schedule a kickoff meeting and immediately notify the team to discuss the project assignment and develop and issue scopes of work for each subconsultant, responsibilities, project objectives, schedules, and expected deliverables. Effective channels of communication will be established, including points of contact and procedures for feedback.

Step 4: Project management. Coordination with the team to monitor progress of the individual tasks and communicate regularly with City staff to ensure our team is meeting or exceeding the level of quality and responsiveness. Frequent coordination with the City to confirm our team is compliant with City procedures and providing thorough project records.

Step 5: Communication and reporting. As part of overall project management, our team will obtain regular progress updates from our subconsultants and provide progress reports to the City as needed or as determined during project kickoff. We pride ourselves in prompt response times, whether by phone or email, for any inquiries that may arise.

2. Schedule

To ensure schedules are met in accordance with the City's timeframe, a project schedule will be developed immediately upon the issuance of a notice to proceed from the City. Our Project Manager for this RLI, Jordon Cheifet, PE, will be responsible for ensuring the overall schedule and staff requirements for the project under this contract are met.

Jordon is a Coastal and Marine Engineer with more than 15 years of technical and project management experience, including coastal engineering, beach nourishment design, waterfront structural design, FEMA coastal floodplain mapping, shoreline restoration/stabilization design, numerical modeling, and marina design.

His field experience includes underwater waterfront facility inspections, GIS/GPS data collection and analysis, surveying, and construction administration. He has designed and inspected waterfront facilities for multiple municipalities including the City of West Palm Beach, City of Deerfield Beach, City of Miami, Martin County, and City of Dania Beach. These projects include bulkheads, docks, jetties, revetments, beach nourishments, and kayak/boat launch ramps.

Cummins Cederberg believes in having a strong Project Manager and project management approach, where all lines of communication are funneled through the Project Manager. We will maintain a thorough understanding of the contract and project, providing one point of contact to the City so details are effectively communicated throughout the team. Jordon will oversee and ensure the allocation of resources and work schedule to maintain forward progress.

The following page demonstrates a typical project timeline for a similar marine structural engineering project. We will divide into three general phases that aligns with our technical approach – Pre-Construction, Construction, and Post-Construction – each with their own milestones and components as described in more detail on the following page.

3. References

Name	1. Colonial Club Seawall Repair and Replacement
Responsibilities	Marine structural engineering, environmental permitting, construction administration
Contact Information	Edward Scalizitti, Property Manager 561-676-4952; edcclub2@comcast.net
Scope	Seawall replacement, above and below water inspection, environmental permitting, construction inspection
Contract Fees	\$60,558
Client	Colonial Club Condominium Association

Name	2. Historic Stranahan House Seawall Repair
Responsibilities	Marine structural engineering, environmental permitting, construction administration
Contact Information	Doug Smith, PLA, ASLA, Stranhan House Board Member 954-524-3330; Dsmith@edsaplan.com
Scope	Seawall replacement, above and below water inspection, environmental permitting, construction inspection
Contract Fees	\$23,000
Client	Historic Stranhan House Museum Board of Directors

Name	3. Stormwater Master Plan
Responsibilities	Coastal engineering, inspections
Contact Information	Patrick Bardes, Coastal and Waterway Coordinator 954-480-1426; coastal@dfb.city
Scope	Coastal resiliency, field investigations, outfall assessments
Contract Fees	\$23,000
Client	City of Deerfield Beach

Name	4. Tidal Flood Mitigation and Shoreline Protection
Responsibilities	Marine structural engineering, inspections, coastal engineering, environmental permitting, engineering design, public outreach
Contact Information	Juan José Figueroa, City of Hollywood Project Manager 954-921-3410; jfigueroa@hollywoodfl.org
Scope	Coastal resiliency, field investigations, marine resources survey, above and below water inspection, mangrove survey, permitting, marine engineering design, public outreach, concept development
Contract Fees	\$34,800 to date (project ongoing)
Client	City of Hollywood

4. Project Team Form

PROJECT TEAM

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 IN THE EBID SYSTEM.

RLI NUMBER # E-07-22

Federal I.D.# 27-2129033

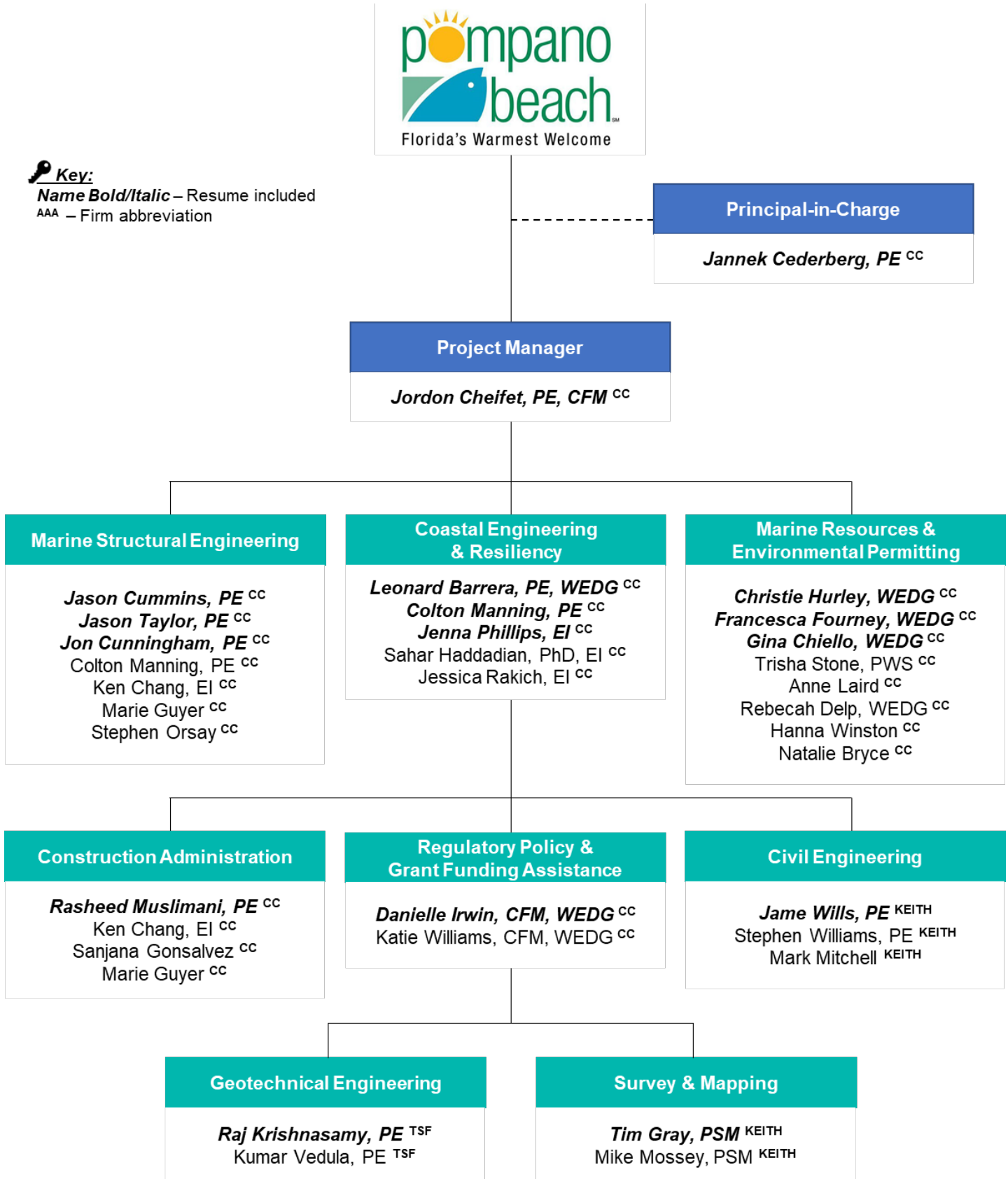
PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Jannek Cederberg, PE	20	MSc
Project Manager	Jordon Cheifet, PE, CFM	15	MSc, BSc
Asst. Project Manager	Leonard Barrera, PE, WEDG	7	MSc, BSc
Other Key Member	Francesca Fournay, WEDG	5	MSc, BSc
Other Key Member	Christi Hurley, WEDG	17	MSc, BA

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	Keith and Associates, Inc., dba KEITH	Tim Gray, PSM
		Mike Mossey, PSM
Landscaping		
Engineering	Keith and Associates, Inc., dba KEITH	James Wills, PE, Stephen Williams, PE, Mark Mitchell
Other Key Member	Tierra South Florida, Inc. dba TSFGeo	Raj Krishnasamy, PE
		Kumar Vedula, PE
Other Key Member		
Other Key Member		

5. Organizational Chart



6. Statement of Skills and Experience of Project Team

Cummins Cederberg - Prime

Marine Structural Expertise

Design of marine structures involves several components in addition to typical construction of an upland structure. The harsh marine environment can result in increased deterioration and future maintenance issues, if not properly considered in the design process. A marine structure is exposed to variable conditions, such as saltwater, storm waves, tidal currents, and potential sediment transport, as well as other dynamic loading conditions. The underlying knowledge of coastal processes affecting design or influencing performance allows our engineering team to optimize design efforts and support reduced capital and maintenance costs over the service life of the structure.

The engineering team at Cummins Cederberg is highly versed in the use of modern materials not only to reduce impacts to the environment, but also to increase longevity and performance. Furthermore, marine facilities are governed by strict environmental permits at local, state, and federal levels, in addition to the standard building permit. Through detailed plans and hands-on communication with agencies, Cummins Cederberg is experienced in expediting the permitting process. Our marine structural engineers routinely work on projects ranging from the design of seawalls, marinas, docks, shoreline stabilization, to underwater condition assessments and construction administration.

Coastal Engineering Expertise

The Cummins Cederberg team includes Florida Registered Professional Engineers with extensive coastal engineering experience. Our project engineers are responsible for the investigation, planning, design, and construction management of coastal projects including beach nourishment, shoreline stabilization, coastal structures, inlet management, and coastal restoration. We have experience with advanced numerical modeling tools, such as the Danish-based MIKE model, the US-based SMS/ADCIRC model, and the Dutch-based Delft/Swan model.

One of our founders, Jannek Cederberg, even spent time working at the Danish Hydraulic Institute while living in Denmark before he relocated to South Florida. Our experience includes the analysis of wave propagation both offshore and shallow coastal areas, FEMA risk hazard map modeling, hydrodynamic flow in inlets and estuaries, and sediment transport associated with wave and current dynamics, as well as the interactions of beaches with natural and man-made coastal structures such as jetties, groins, breakwaters, rock headlands, and offshore reefs. Our coastal engineers have designed numerous coastal projects including beach design, hurricane modeling, and sea level rise mitigation plans.

Environmental Regulatory Expertise

Our staff includes former regulators at the county, state, and federal levels, with well established

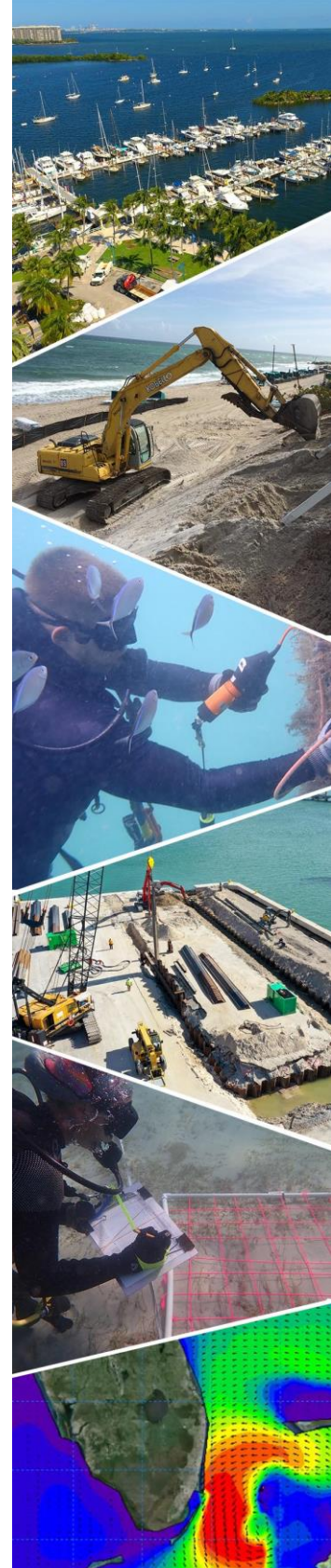
relationships with permitting agencies. By working closely with these agencies and encouraging frequent communication during project development, Cummins Cederberg assists clients in facilitating the timely acquisition of permits authorizing construction, any necessary modifications, and permit extensions.

Our biologists have a firm grasp of the environmental and logistical coordination efforts needed to develop a project from conception through implementation. Cummins Cederberg understands the requirements necessary to conduct an environmental assessment and the importance of reviewing regulatory terms and conditions with the state and federal resource agencies, as well as local stakeholders and special interest groups.

Permitting and design are often considered as separate entities. However, our experience is that design and permitting are so interconnected that the final permitted design often is the construction design. By involving regulators and stakeholders from the pre-conception phase all the way through final construction, and working through environmental, property or other concerns at the onset, we can move through the permitting process smoothly

The former regulators on our team have a unique understanding of regulations and prepare comprehensive permit applications and responses to requests for additional information that result in shorter permitting process durations and associated consulting costs. The environmental regulatory agency staff are tasked with enforcing their agency's rules, while working with applicants to arrive at a permissible project. In Florida, where protecting upland infrastructure is paramount, the nearshore ecological resources must also be protected. It is our job to provide the regulatory agencies with the information they need to verify and document a project's compliance with the guiding regulations so that agency staff can recommend issuance of a permit.

We have unmatched expertise in county, state, and federal environmental permitting, NEPA documentation, Endangered Species Act Section 7 consultation, and Essential Fish Habitat Assessments. As experts in their field, several key staff regularly present at conferences and have served as expert witnesses for environmental projects. We bring project experience related to regional sand management, inlet management, beach nourishment, and FEMA funding, as well as compliance with stringent sand specifications and hardbottom mitigation and monitoring requirements. We can guide the City through the process of securing submerged lands authorizations, Joint Coastal Permits, Coastal Construction Control Line Permits, and Statewide Environmental Resource Permits, as well as USACE Individual Permits, General Permit Verifications, and Nationwide Permit Verifications.



Environmental Support

Cummins Cederberg can assist the City with identifying and securing grant funding for many anticipated projects. Whether the design elements are for shore protection, resilient redesign, or public waterfront access, we will cross reference our internal grant database to identify opportunities to assist with funding projects.

Our team routinely conducts environmental assessments, prepares due diligence reports, and compiles feasibility reports for anticipated projects to inform our clients of the timeline and permissibility of projects they envision. We also provide permit compliance to include environmental permit close-out and post construction monitoring services when required by permit special conditions. We have extensive experience assessing ecological impacts using a variety of functional assessment tools including the Uniform Mitigation Assessment Method (UMAM) 62-345 Florida Administrative Code (FAC).

Benthic Assessment & Monitoring Experience

The Cummins Cederberg team of marine biologists includes twelve (12) biological divers, ten (10) of whom are trained Scientific Divers as per 29 CFR 1910.410 and American Academy of Underwater Sciences (AAUS), all of which have professional experience in conducting hardbottom monitoring surveys. All staff have a minimum of a Bachelor of Science degree in marine biology, five (5) of which have a Master of Science degree in the field of marine science. Our biologists are experts in stony coral, octocoral, and sponge taxonomy.

The team is also proficient in the identification of seagrass, algae, and local marine fauna, including ichthyofauna. Cummins Cederberg biologists have conducted benthic monitoring, hardbottom mapping, and mitigation monitoring, as well as seagrass surveys, mapping, and monitoring programs for numerous beach nourishment, inlet/port expansion projects, and marinas including, but not limited to: Manatee County-Anna Maria Island, Town of Longboat Key, Siesta Key, Collier County, North and South Boca Raton, Town of Palm Beach (multiple Reaches, under the Beach Management Agreement), Town of Hillsboro Beach, Broward County Segments II and III, Town of Hollywood, PortMiami, Bakers Haulover Inlet, and Higgs Beach in Key West.

Our scientists routinely perform statistical analyses and reporting for efforts involving the detection of shifts in community composition at the species level in response to upstream or land-based activities. In addition to providing qualified and experienced staff, Cummins Cederberg can provide the necessary shallow water vessel, DGPS, data sondes for the collection of water quality data, sediment cores, video and still cameras, and SCUBA diving equipment necessary.

Colonial Club Condominium Seawall Boynton Beach, Florida

Scope: Construction inspection, Seawall design and replacement, Above and below water inspection



Cummins Cederberg was retained by the Colonial Club Condominium Association to perform an engineering inspection, which results led to the replacement of their 1,500-foot seawall with two return segments at the North and South corners of the wall. The property had experienced significant soil loss in several locations which was requiring persistent maintenance.

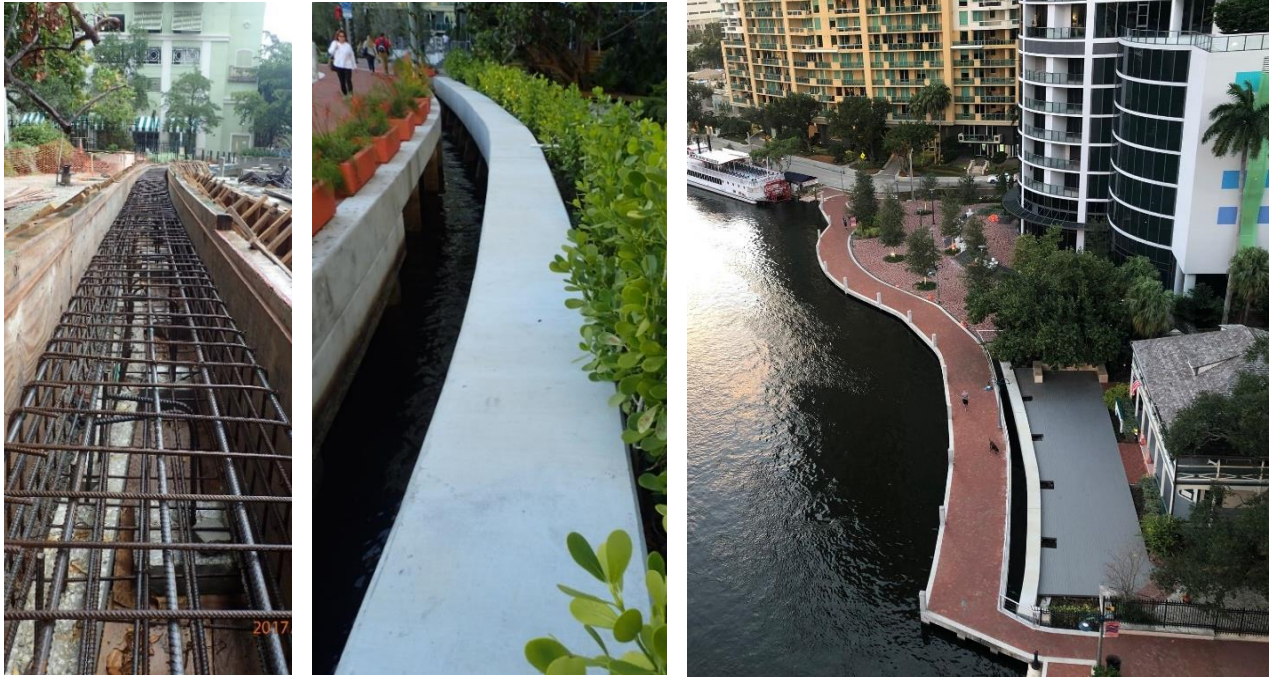
Initially, an engineer dive team performed an above and below water inspection of approximately 1,500 feet of seawall along the shoreline.

The seawall was observed to be in fair to poor condition, with consistent deterioration observed throughout and localized cases of severe deterioration in the concrete cap, wall panels, king piles and batter piles.

Some upland areas of the seawall resulted in frequent loss of soil. The conclusion of the inspection resulted in localized repairs to the seawall at severely deteriorated locations in the interim of seawall replacement. The new seawall consists of steel sheet piles supported by square concrete batter piles and a reinforced concrete cap.

Stranahan House Seawall Replacement Fort Lauderdale, Florida

Services: Coastal engineering, regulatory permitting, seawall design and replacement, above and below water inspection, construction inspection, flood mitigation



The Historic Stranahan House Museum is the home of former Fort Lauderdale pioneers and built in 1901. Cummins Cederberg was retained to assess the existing seawall and dock at the historic property and subsequently design a seawall replacement in its current location along the New River in downtown Fort Lauderdale.

The team began with an above and below water inspection to document the condition of the existing seawall and dock. Following inspection, it was recommended to replace the existing concrete seawall due to the deterioration and the condition it was in.

Cummins Cederberg designed all elements of the replacement of the existing seawall and prepared and processed the Broward County, FDEP, and USACE environmental permits for regulatory authorization. Plans were prepared in significant detail for construction. Construction Administration services were also provided including managing the bid solicitation process and conducting site inspections.

Stormwater Master Plan

City of Deerfield Beach, Florida

Services: Coastal resiliency, field investigations, outfall assessments



As part of the overall Stormwater Master Plan, Cummins Cederberg led coastal and marine engineering assessments and design, assessed the condition of associated marine structures and environmental resources, and provided consulting support for coastal resiliency and sea level rise.

Cummins Cederberg conducted an engineering site assessment of all affected coastal and marine structures within the project site and provided condition ratings. An evaluation was performed on existing coastal stormwater and coastal flood defense structures in tidal waters relative to condition of structural components and service life. A high-level desktop study was performed to determine marine and coastal environmental resources within the project area and identify potential constraints. Water levels including seasonal tidal variations and storm surge were evaluated relative to sea level rise impacts and future design conditions.

Tidal Flood Mitigation and Shoreline Protection

City of Hollywood, Florida

Scope: Marine resource survey, mangrove survey, above and below water engineering inspection, engineering design, concept development, public outreach



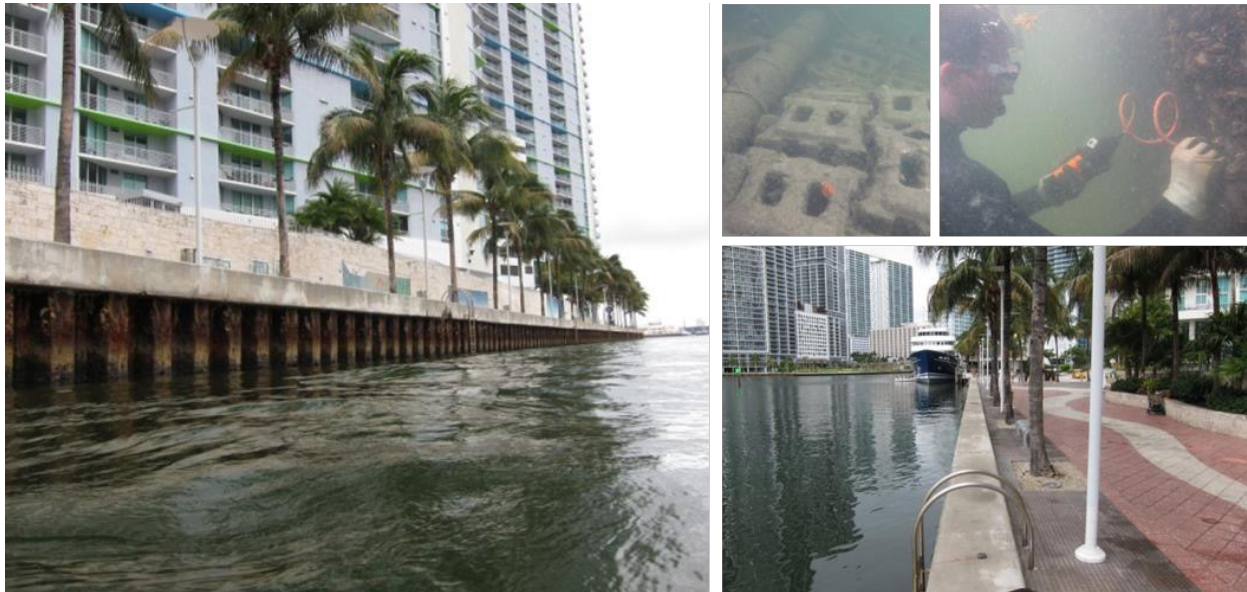
Cummins Cederberg is assisting the City with their *Tidal Flooding Mitigation and Shoreline Protection* project. The project consists of evaluating 22 areas, covering over 10,000 linear feet of shoreline, along the areas known as North and South Lake in the City of Hollywood. Each area will have specific solutions to address seasonal flooding challenges, which may entail the design and implementation of varied shoreline protection infrastructure such as of living shorelines, rock revetments, and bulkheads, to meet the requirements of the new Broward County ordinance. The scope of services includes biological resource surveys, above and below water engineering assessments, coastal and marine engineering, environmental permitting, bidding assistance, and construction administration.

Our team of marine biologists recently completed a benthic resource survey of the submerged lands adjacent to the 22 project areas. The survey was conducted using SCUBA during the seagrass growing season and identified important protected resources. Resources observed included shoal grass, paddle grass, and the threatened Johnson's seagrass. This survey will inform project design to ensure impacts to these important resources are avoided and minimized to the maximum extent practicable and will support environmental permit applications. Biologists also assess the vegetation to identify protected and invasive vegetation in the 22 areas. This information will inform project design and support permit applications. Eradication of the exotic vegetation delineated during the survey may also provide ecological mitigation to offset unavoidable project impacts.

Upland and in-water engineering site inspections were recently performed at City owned shorelines in North Lake, South Lake, the southern end of West Lake, and along both sides of the ICW to evaluate conditions of existing seawalls and revetments. Tide gauges were deployed in North Lake, South Lake, and the Hollywood Marina to determine tidal prisms, lag time, and water level elevation differences between each lake and the ICW. This information will be utilized for design of tidal flood mitigation structures to protect from king tide and sea level rise flooding. This project will enable the City to mitigate the severe flooding that occurs during king tides in the neighborhoods surrounding North and South Lakes.

One Miami Condominium Bulkhead Inspection Miami, Florida

Scope: Above and below water bulkhead condition assessment



Cummins Cederberg performs annual above and below water inspection of 960 feet of bulkhead along the shoreline adjacent to the One Miami Condominium located at the mouth of the Miami River.

Water depths drop rapidly to more than 15 feet due to the continuous traffic of large container vessels and yachts for industrial areas and marinas along the Miami River. The large vessels provide increased risk of scour due to localized propeller-induced current speeds. The rapid increase in water depth and high potential for scour makes toe- stability of the bulkhead a prime concern.

The bulkhead consists of steel sheet piles, reinforced concrete cap, and an articulating concrete scour mat. The inspection was conducted to determine the present condition of the structure and provide an estimate of remaining service life as well as recommendations for rehabilitation.

The condition assessment included a visual inspection of the entire structure, as well as thickness measurements of the primary steel sheets in various locations utilizing an ultrasonic thickness gauge. In addition, elevations and horizontal location of the concrete cap were recorded for future reference relative to potential displacement or settlement of the structure.

Cummins Cederberg prepared an engineering report to document the investigation, including specific deficiencies, conditions rating and a cost estimate for recommended repairs.

Winston Tower 700 Seawall Sunny Isles Beach, Florida

Scope: Repair and replacement of seawall



Cummins Cederberg was engaged to assess and rehabilitate an existing seawall for a waterfront condominium at the Intracoastal Waterway. A portion of the seawall was stabilizing the entrance road but had severely deteriorated, which could affect access to the property.

Cummins Cederberg conducted an in-water inspection of the seawall to determine the level of deterioration along with short- and long-term rehabilitation strategies.

As construction cost was a concern, the most severe and important areas were determined for full replacement while interim repairs were conducted in other areas to prolong service life. A combined repair and replacement project were designed and permitted. Cummins Cederberg processed and obtained all the required environmental permits from Miami-Dade County DERM, FDEP, and USACE. This is also included extensive discussions with the agencies relative to submerged land ownership due to complex historical land ownership issues.

As part of construction administration services, Cummins Cederberg interviewed and obtained bids from qualified marine contractors and provided recommendations for the Condominium Association.

Cummins Cederberg served as special inspector and monitored construction with field reports for documentation and for the Condominium Association to follow progress. The project was completed on time and budget. ***The total construction cost was within 5% of the construction cost estimated by Cummins Cederberg as part of the initial inspection.***

Dade Boulevard/Collins Canal Shoreline Stabilization & Seawall Replacement Miami Beach, Florida

Services: Seawall design, construction administration, and vibration monitoring



Dade Boulevard, located in Miami Beach, is situated alongside the Collins Canal. It is an east-west connecting road and thus crosses many of the main avenues on the barrier island. As part of the construction of a bike path along the road, shoreline stabilization was required.

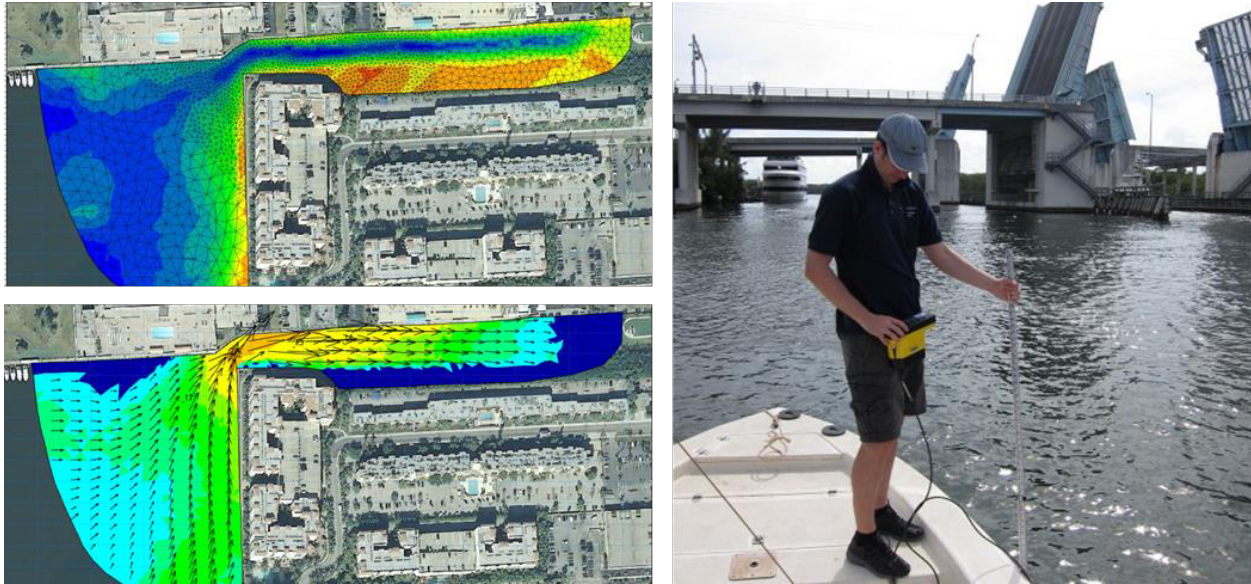
Cummins Cederberg was retained to design the 2,670 feet of steel sheet pile bulkhead along the canal, including a concrete cap. Due to the proximity of the seawall to the road, a concrete crash barrier capable of withstanding vehicle impacts was also incorporated.

The bulkhead design was further complicated by extensive below ground utilities in the area. These included main sewer, water, and high-voltage electrical lines connecting the northern and southern parts of Miami Beach. Some of the utilities were of significant age, thus limited information relative to dimensions, locations, and depth were available. In these cases, the contractor and engineer were required to hand excavate to physically locate the lines and subsequently maintain a safe buffer during pile driving. Incorporating the required buffers from existing utilities required innovative structural designs to ensure these sections of wall without piles could retain the anticipated earth and vehicle loads.

The south side of the canal generally consisted of older residences, approximately 50 feet from the proposed bulkhead. To ensure no impacts to these structures during vibratory installation of the steel sheet piles, Cummins Cederberg was retained to conduct vibration monitoring throughout construction.

North Bay Road Bridge Scour Analysis Sunny Isles Beach, Florida

Scope: Hydraulic and scour analysis, numerical modeling



Performed a hydraulic and scour analysis of the proposed North Bay Road Bridge in the City of Sunny Isles Beach. The bridge will cross an existing canal with several pier foundations located within the canal. During storm events, the bridge will experience increased water levels and current speeds, which will affect both scour (local erosion around piles) and hydrodynamic forces. Cummins Cederberg conducted local tide and current measurements for input and calibration of a numerical hydrodynamic model. The current measurements were obtained in strategic locations to develop an understanding of the local flow characteristics.

A statistical analysis was conducted to determine the extreme conditions for various return periods. As severe storms pass the project area, the associated storm surge will generate a rapid increase (and subsequently a decrease) in the water level. During the increase and/or decrease, increased current speeds might be observed at the project site.

A hydrodynamic numerical model was developed to simulate the flow under various conditions. The model was calibrated utilizing the tide and current measurements obtained in the field to ensure the model reflected the actual flow conditions.

Following the calibration, the hydrodynamic flow for various return periods and storm durations was evaluated to determine the design current speed(s). Utilizing the design current speed(s) and water level(s), a scour analysis was conducted. The scour analysis included both the effects of global scour due to contraction in the overall flow area as well as localized pier scour. Subsequently, the hydrodynamic loading was determined.

Hillsboro Club Dune Repair Hillsboro Beach, Florida

Scope: Dune repair, sand samples, erosion assessment, construction administration, dune planting plan



Provided emergency dune restoration and repair services, as well as sand studies at the Hillsboro Club. Responsibilities included pre-construction sediment testing, preparation, and processing of FDEP CCCL permit application packages, development of construction documents, and coordination with the Town of Hillsboro Beach for code compliance. The dune design was based on maximizing the volume of sand seaward of the project property.

As required by the FDEP, existing dune vegetation mapping was performed, a proposed vegetation planting plan developed, and planting design parameters were prepared. The planting plans specified existing native dune vegetation to be preserved, buried, or replanted proposed dune vegetation plantings for stabilization and mitigation, and identified areas of invasive exotic plants for removal. Sand samples from the existing dune system were obtained and tested to identify available sand sources for the renourishment project. Cummins Cederberg performed the sand testing prior to the beginning of a nearby dredging project, which was occurring concurrently. Through this expedited, out-of-the-box process, we were able to determine that this alternative sand source could be used for the dune repair, making the project more economically feasible for the client. Cummins Cederberg also provided general construction administration services ranging from participation in pre-construction meetings, coordination with FDEP compliance, and periodic site visits.

Baker's Haulover Inlet Benthic Survey

Bal Harbour, Florida

Services: Benthic surveys, scientific diving, coordination with state and local permitting agencies, NEPA research, Essential Fish Habitat analysis



The USACE dredged the Baker's Haulover Inlet flood shoal, along with sections of the ICWW, with placement of approximately 250,000 cubic yards of dredged material along the Bal Harbor shoreline from FDEP R-monument R-27 to R-31+500.

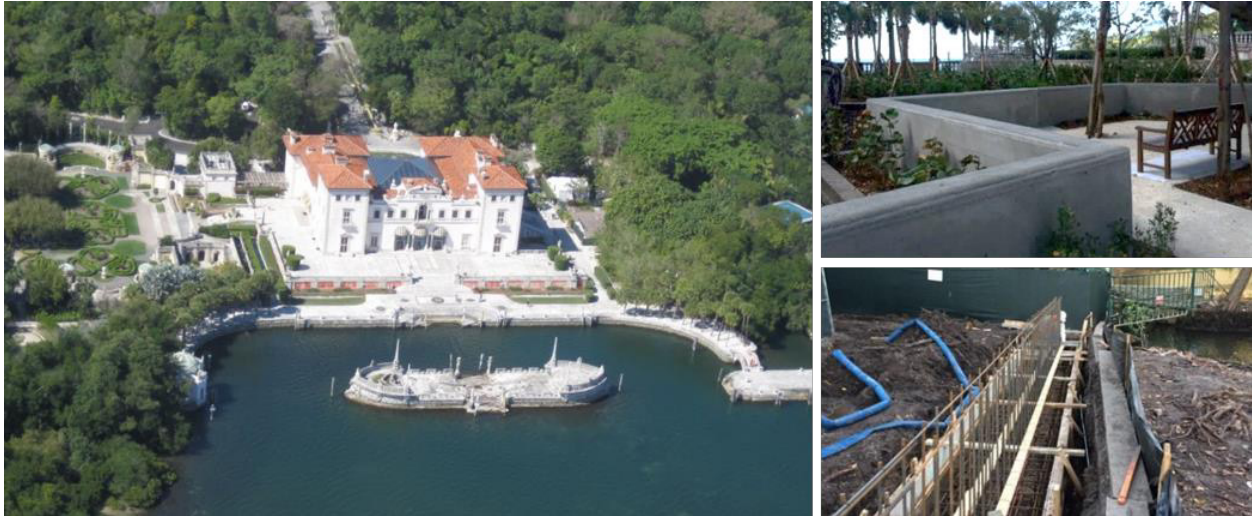
Cummins Cederberg conducted a benthic survey of natural resources surrounding the borrow areas to map the extent and characterize benthic habitats present including seagrasses and other potential marine resources of concern (e.g., corals). Ground-truthing points were surveyed to assess the relative density of resources, species composition and overall condition of each benthic community type. A geo-referenced map of resources was produced in GIS.

The survey data and maps were used as a baseline during the National Environmental Policy Act (NEPA) process per the requirement to perform an Environmental Impact Assessment (EIA). In 2020, Cummins Cederberg performed a pre-construction marine resource survey on behalf of the Village of Bal Harbour to document any changes to the habitats prior to construction, anticipated to be undertaken prior to the next seagrass growing season in 2021.

In addition to the benthic resource survey and mapping, Cummins Cederberg biologists also conducted a review of existing Programmatic Biological Opinions available and analysis of coverage for listed species likely to occur in the project area in support of Endangered Species Act (ESA) Section 7 consultation. An Essential Fish Habitat Assessment was prepared under the Magnuson-Stevens Fishery Conservation and Management Act. This information will be used for permitting purposes as well as in support of NEPA documentation. Biologists conducting the survey were experienced in identifying Caribbean hard corals, octocorals, sponges, submerged aquatic vegetation, and identifying listed and/or invasive species.

Vizcaya Seawall & Wetland Restoration Coral Gables, Florida

Scope: Engineering analysis, storm surge wall design, and wetland restoration



Cummins Cederberg was retained to determine potential storm surge impacts and design a wall to prevent damage to a restored historic garden.

The project included the design, permitting and construction oversight of a shoreline stabilization wall, as well as wetland restoration, to protect a low-lying restored garden area at Vizcaya Museum & Gardens. The garden is a historical orchidarium in a highly visible area directly fronting Biscayne Bay.

The seawall was designed to protect the restored historical garden from storm surge, hydrodynamic, and wave impacts. As part of the seawall design, an adjacent area invaded with exotic vegetation was restored to native conditions with planting of species native to the Biscayne Bay wetland environment. The restored wetland provides educational opportunities pertaining to Miami's native waterfront environment along with natural protection.

The wetland design assists in dissipating wave energy in a non-intrusive way, as well as integrating into the overall master plan. The location and purpose of the wall provided opportunities for grant applications to assist Vizcaya Museum & Gardens with additional funding. Cummins Cederberg successfully prepared, presented, and processed a grant with the Florida Inland Navigation District.

Vizcaya is one of few public cultural sites in Miami-Dade County with direct access to Biscayne Bay. The property was designated a National Historic Landmark (granted to only 3% of nationally registered historic properties in the United States) in recognition of the property's importance not only to Miami-Dade County and South Florida, but also to the entire nation. Vizcaya welcomes approximately 174,000 visitors annually and it has hosted numerous high-profile international events and state visits. Vizcaya is accredited by the American Association of Museums, which requires adherence to rigorous professional standards for site maintenance and educational programming.

Subconsultants



Keith & Associates, Inc. (KEITH)

Role: Surveying, Mapping, Civil Engineering

Keith and Associates, Inc. was incorporated as a Florida corporation in 1998 providing civil engineering, traffic engineering, surveying, and mapping, subsurface utility engineering, planning, landscape architecture, construction management and virtual design and construction services. The firm was founded on the principal of achieving success by combining the latest technology with client-oriented business practices, and a staff of experienced and talented professionals.

The expertise of their Land Surveying staff is evidenced by Ms. Dodie Keith-Lazowick, Mr. Eric Wilhjelm, Mr. Michael Mossey and Mr. Timothy Gray's combined South Florida surveying experience of over 100 years. This experience has resulted in a tremendous database of knowledge and information. The ability to offer in-house surveying and mapping capabilities provides for a more comprehensive unified team. Services include boundary, topographic, control, wetland, mitigation, route, aviation, bathymetric, GIS, GPS, as-built, American Land Title and coastal surveys, legal descriptions, right-of-way mapping, design base sheets, title review, DTMs, differential leveling, construction stakeout, platting, expert witness surveying, and mapping services.



Tierra South Florida (TSF)

Role: Geotechnical Engineering

TSF can provide a complete range of geotechnical engineering services. They will evaluate and develop recommendations regarding both existing structures and new construction. Whether buildings, airport facilities, transportation systems, landfills, dams, or other civil and private projects, their engineers have the experience and expertise to handle the most technically demanding projects.

TSF owns a large, diverse fleet of 8 drill rigs with automatic hammers (truck-mounted, track-mounted, rotary, tripod, ATV, barge) capable of drilling in challenging conditions including remote, soft, marshy, over-water, difficult access, or environmentally sensitive areas. They also employ MOT (Maintenance of Traffic) certified staff to safely perform drilling services in high traffic areas.

TSF owns and operates fully equipped in-house soils, concrete, aggregate, and asphalt testing laboratories certified by Construction Materials Engineering Council (CMEC). TSF labs follow American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO) standards, and their West Palm Beach laboratory is also validated by Florida Department of Transportation (FDOT) and the USACE.



Jordon Cheifet is a Marine/Coastal Engineer with more than 15 years of technical and project management experience, including coastal engineering, beach nourishment design, waterfront structure design, FEMA coastal floodplain mapping, shoreline restoration/stabilization design, numerical modeling, and marina design. His field experience includes underwater waterfront facility inspections, GIS/GPS data collection and analysis, surveying, and construction administration. Jordon is a registered Professional Engineer in the State of Florida, Alabama, and Texas, as well as a Certified Floodplain Manager.

YEARS OF EXPERIENCE

- 15

EDUCATION

- MSc Ocean and Resources Engineering, University of Hawaii
- BSc Civil Engineering, Pennsylvania State University

LICENSES

- Florida PE No. 72876

CERTIFICATIONS

- Certified Floodplain Manager
- Certified Video Ray ROV Operator
- Surface Supplied Air Underwater Inspection Certification
- Advanced/Rescue/Nitrox SCUBA

PROFESSIONAL AFFILIATIONS

- Association of State Floodplain Managers, Member
- Florida Floodplain Managers Association, Member

RELEVANT PROJECT EXPERIENCE

City of Deerfield Beach Stormwater Master Plan, Deerfield Beach, Florida. Conducted a field investigation to evaluate existing coastal stormwater and flood defense structures in tidal waters relative to service life for the City. The project included a detailed analysis of historical water levels to establish design water levels based on king tides, storm events, and long-term sea level rise projections. Recommendations for maintenance and repairs were summarized in a Coastal Condition and Resiliency Report. *Owner: City of Deerfield Beach, Client: Geosyntec Consultants, Inc. (Jan 2020 – Mar 2020).*

NSU Ocean Campus Groin & Wharf Design, Dania Beach, Florida. Development of conceptual plans related to relocating the groin and fortifying the wharf and seawall to accommodate a USACE dredging project at the NSU Oceanographic Center. Project included evaluation of existing geotechnical data, navigational feasibility, cost estimating, and wave climate analysis. Coordination with U.S. Navy and U.S. Coast Guard to discuss concepts and feasibility. *Owner/Client: Nova Southeastern University, (Feb 2020 – Present).*

Mooring Buoy Design, Miami, Florida. Provided coastal engineering design for new mooring buoys at 6 artificial/natural reef sites in the Atlantic Ocean. The project included sediment probes to determine buoy foundation requirements, engineering design, and preparation of plans and specifications. Project is scheduled to begin construction Summer 2020. *Client/Owner: Miami-Dade County, (Oct 2019 – Feb 2020).*

Coco Plum Beach Nourishment, City of Marathon, Florida. Provided coastal engineering services for a beach restoration project along approximately 1,500 feet of shoreline eroded from Hurricane Irma. Project included beach template design, development of technical specifications, and sediment characterization. Obtained FDEP CCCL permit while coordinating with City staff and local sand mines. Project is scheduled to begin construction Summer 2020. *Owner: Monroe County, Client: Bermello Ajamil & Partners, Inc., (Oct 2019 – Present).*

Hillsboro Imperial Condominium Seawall Condition Assessment, Hillsboro Beach, Florida. Performed a condition assessment of 250 feet of seawall fronting the Atlantic Ocean shoreline. An engineering report was developed to document the observed conditions and assist in developing

repair and maintenance recommendations based on the severity of damage and results of the initial investigation. *Owner/Client: (Hillsboro Imperial Condominium Association, Inc., (January 2020 – February 2020)).*

Kristi House Shoreline Stabilization, Miami, Florida. Provided structural/coastal engineering design for 525 feet of shoreline stabilization along an eroded portion of Wagner Creek. The project included a steel sheet pile bulkhead and armor stones with transition grading to the existing upland parking lot. Services performed included scour analyses, wave load analyses, and structure design. The project is currently in environmental permitting with construction expected to commence in 2021. *Owner/Client: Miami-Dade County (Oct. 2019 - Present).*

Sailfish Marina Condition Assessment, Palm Beach Shores, Florida. Performed a marine engineering inspection to compare as-built conditions to the approved construction drawings for a new dock, which may not have been constructed following the approved design drawings. A report will be including an assessment of the existing marine structures and a comparison summary with the approved plans, and recommendations for rehabilitation, if applicable. *Owner: Sailfish Marina & Resort, Client: Sompo International Insurance (Mar 2020 – Present).*

Hurricane Irma Repairs, City of Deerfield Beach, Florida. Performed a structural engineering assessment of the International Fishing Pier to evaluate the current condition after damage sustained during Hurricane Irma. Engineering data obtained was used to provide recommendations for repair design. Provided structural engineering design and construction administration services for the repair of the structure. *Owner/Client: City of Deerfield Beach (Sep 2017 – Apr 2018).**

Storm Berm Nourishment, City of Deerfield Beach, Florida. Provided coastal engineering permitting and design services for a nourishment project along the shoreline damaged by Hurricane Matthew. Services provided include preliminary design and submittal of an FDEP Coastal Construction Control Line (CCCL) permit application. Prepared and submitted a Storm Impact Assessment Report to FEMA for funding assistance. *Owner/Client: City of Deerfield Beach, (Oct 2016 – Sep 2017).**

FEMA Coordination, City of Deerfield Beach, Florida. Provided coastal engineering services to support a FEMA storm damage claim from Hurricane Matthew. Prepared and submitted a Storm Impact Assessment Report to FEMA for funding assistance which included a review of pre-and post-storm surveys, volume calculations, and preparation of cost estimates for the project. Processing of the FEMA damage claim is ongoing. *Owner/Client: City of Deerfield Beach, (Oct 2016 – Mar 2018).**

Mid-Town Beach Groin Construction, Town of Palm Beach, Florida. Provided structural/coastal engineering design for a 140-foot rubble mound groin to provide shoreline stabilization along a severely eroded portion of the Atlantic Ocean shoreline. The project included armor stones, a marine mattress foundation, and a beach fill to serve as a dry work area. Services performed included scour analyses, wave load analyses, bidding support, and construction administration. He was the Engineer-of-Record for the project. *Owner/Client: Town of Palm Beach, (Dec 2017 – Jun 2018).**

Mid-Town Seawall Post-Irma Assessment, Town of Palm Beach, Florida. Performed a structural engineering assessment of the Mid-Town Seawall to evaluate the current condition after damage sustained during Hurricane Irma. Engineering data obtained was used to provide recommendations for repair design including concrete hardness testing and non-destructive testing of the steel sheet pile thickness using an ultrasonic gauge. Provided engineering recommendations to the Town for possible repair and replacement of the structure. *Owner/Client: Town of Palm Beach, (Oct 2017 – Jan 2018).**

Southern Palm Beach Island Comprehensive Shoreline Stabilization, Town of Palm Beach, Florida. Provided coastal engineering support to respond to public comments associated with the USACE Environmental Impact Statement review process. Technical responses were prepared based on a review of the basis of design and technical documentation used to prepare the draft and final EIS documents. *Owner/Client: Town of Palm Beach, (Aug 2016 – Jan 2018).**

* Services provided with prior firm

CUMMINS | CEDERBERG

Coastal & Marine Engineering

JANNEK CEDERBERG, PE

Principal Engineer



YEARS OF EXPERIENCE

- 20

EDUCATION

- MSc Coastal Engineering, Technical University of Denmark

LICENSES

- Florida PE No. 69839

PROFESSIONAL AFFILIATIONS

- Permanent International Association of Navigation Congress (PIANC)
- Member of PIANC Working group Design and Operational Guidelines for "Superyacht Facilities"
- Danish Society of Hydraulic Engineering
- Florida Association of Environmental Professionals
- Port Everglades Association
- Florida Engineering Society Miami Chapter
- Florida Bar's Environmental and Law Use Law Section
- Biscayne Watershed Management Advisory Board

As Principal Engineer, Jannek Cederberg is responsible for all engineering production including scheduling, resource allocation, and quality management. He is formally trained as a coastal and marine engineer from the Technical University of Denmark. He has more than twenty years of experience in coastal and marine engineering. Jannek is a registered professional Engineer in the United States, and he has completed engineering analyses, designs and permitting for a variety of shore protection, beach nourishment, river, cruise ship, marina and waterfront projects throughout Florida, the Caribbean and Central America.

RELEVANT PROJECT EXPERIENCE

Adaptive Redesign of Jose Marti Park, City of Miami, Florida. Serving as a model for resilient waterfront parks that can adapt to current and future flood rises associated with climate change and sea level rise, this project explores ways to minimize tidal flood impacts and enhance waterfront access to residents. Jannek is leading the inundation modeling, and waterfront engineering design, while the Cummins Cederberg team is also leading the environmental permitting, coordination with FIND, and grant management.

Miami-Dade County Waterfront Parks Sea Level Rise & Flood Mitigation Roadmap, Coral Gables, Florida. Senior Project Manager for analysis of the impacts of sea level rise on park's infrastructure and operations, as well as flood mitigation concepts for planning and budgeting. Compiled existing survey and LiDAR data to prepare general topographic map; infrastructure condition assessment, remaining service life and adaption feasibility relative to sea level rise; assessment of environmental conditions on site to understand and document current conditions, as it would relate to environmental permitting; conducted an engineering analysis to provide extreme tide water levels; developed flood mitigation concepts and preliminary cost estimates; coordinated stakeholder involvement; and developed an implementation strategy. Project sites included Matheson Hammock, Crandon, Haulover, Virginia Key, Biscayne Shores and Gardens, Blackpoint Marina, and Homestead Bayfront Park.

Crandon Park Marina Sedimentation Study, Key Biscayne, Florida. Senior Project Manager leading tidal hydrodynamic modeling, wave, and sediment transport analyses to determine source and magnitude of marina sedimentation problem. Field investigations included bathymetric surveying, tide and current measurements, marine resource survey, and sediment sampling. Alternative assessments of potential coastal structures were explored to prevent sedimentation and need for periodic dredging.

Town of Bay Harbor Islands Resiliency and Seawall Condition Assessment, Bay Harbor Islands, Florida. Shoreline assessment and island resiliency study for the entire Town of Bay Harbor Islands. The shoreline assessment included 20,000 LF of shoreline, including seawalls,

rock revetment, residential areas, bridges, and the causeway that connects the Town to the mainland. LiDAR survey data was processed to provide 3D elevation map, and an analysis of the water levels to predict sea level rise, along with tidal data analysis.

Vizcaya Museum & Gardens Storm Surge Protection Wall, Miami, Florida. Site plan, engineering design, and environmental wetland restoration at historic waterfront garden. Grant application, regulatory permitting, and engineering design for marine works. Wall design with reinforced concrete able to withstand storm surge and high wave loads associated with tropical storm event.

Dade Boulevard Seawall Replacement, Miami Beach, Florida. Marine engineering and construction drawings for 2,670 LF of seawall replacement with steel sheet pile and reinforced concrete cap. Structural design of barrier wall connection to cap, and utility crossover detail for FPL 69KV oil-filled transmission line. Pre-construction seawall inspection of opposite shoreline, and vibration monitoring during pile driving activity.

Winston Tower 700, Sunny Isles Beach, Florida. Construction of 240 LF of seawall and repair of 800 LF seawall for shoreline stabilization at large condominium. Above and below water condition inspection, seawall replacement and repair design, permit application and processing with DERM, USACE, and FDEP, construction administration.

One Miami Condominium, Miami, Florida. Above and below water structural inspection of 900 LF of bulkhead consisting of steel sheet piles, reinforced concrete cap, and concrete mat scour protection. Prepared engineering report to document investigation, including specific deficiencies, conditions rating and cost estimate for recommended repairs.

FDEP Bahia Honda Road Improvements, Big Pine Key, Florida. Coastal engineering consulting services for resilient road improvements at Bahia Honda State Park. Improvements include raising the elevation of the unpaved road to mitigate the impacts of sea level rise and reduce the frequency of flooding events on the existing 0.2-mile road to employee housing on the Gulf side of Big Pine Key.

FDEP Pennekamp Dock Replacement, Key Largo, Florida. Marine engineering and environmental consulting services for partial dock replacement and boat ramp repairs at John Pennekamp Coral Reef State Park. The improvements consist of replacement of the dock structure fronting the Pennekamp Dive Shop and repairs to the boat ramp and associated staging docks. The new dock structure will include replacement of approximately 2,600 sq. ft. of wood dock framing and associated timber piles. The improvements to the boat ramp and docks will consist of repairs to the ramp surface and isolated framing repairs to the staging socks, as well as concrete spall and erosion repair to the upper ribbed portion of the boat ramp.

FDEP Florida Bay/Gulf of Mexico Tidal Connections, Long Point Key, Florida. Engineering and environmental consulting services for the tidal connection's restoration project on either side of Long Point Key. These historical tidal connections were filled during the construction of Flagler's railroad and are located on FDEP and FDOT property.

FDEP Living Shoreline Database, Statewide, Florida. Consulting services for the establishment of a Living Shoreline Database cataloging living shoreline efforts through Florida. Details will be recorded for a comprehensive database that coordinates with the USACE and FWC for federal permitting information. This databased is hosted on a public website where living shoreline information can be easily accessed.

Hillsboro Club Dune Project, Hillsboro, Florida. Design and permitting of dune projects for almost 2,000 cy along eroding shoreline. Sand from nearby dredging projects was used based on discussions with and approval from FDEP. Coordinated geotechnical analyses, stock piling and placement.

CUMMINS | CEDERBERG

Coastal & Marine Engineering

JASON CUMMINS, PE

Senior Marine Structural Engineer



YEARS OF EXPERIENCE

- 15

EDUCATION

- MSc Coastal and Oceanographic Engineering, University of Florida
- BSc Civil Engineering, University of Florida

LICENSES

- Florida PE No. 71538

Certifications

- Certified Diver
- FHWA A-NHI 130091 Underwater Bridge Inspection – National Highway Institute and Association of Diving Contractors

PROFESSIONAL AFFILIATIONS

- Urban Land Institute (ULI) SE Florida/Caribbean, Member
- American Society of Civil Engineers, ASCE
- American Institute of Architects
- South Florida Association of Environmental Professionals

Jason Cummins is a Marine and Coastal Engineer with significant experience in inspections, planning, engineering, regulatory permitting and construction of coastal and waterfront development and infrastructure projects in Florida, Caribbean and Latin America. He is a registered Professional Engineer in the U.S., capable of designing marine facilities, shoreline stabilization and coastal structures. He is proficient in the application of numerical models, including the Danish Hydraulics Institute (DHI) MIKE-21 suite of numerical modeling tools, structural analysis tools and Federal State and Local design codes. In addition to his professional achievements, Jason presently serves on the non-profit Board for Bill Baggs Cape Florida State Park.

RELEVANT PROJECT EXPERIENCE

Hillsboro/Deerfield Beach Nourishment, Hillsboro Beach, Florida. Coastal engineering and environmental permit processing for 400k cubic yard beach fill project. Engineering design of beach fill template. Cross-shore sediment transport modeling. Geotechnical investigations and dredge plan for offshore borrow source. Construction drawings and technical specifications.

Sonata Beach Club, Pompano Beach, Florida. Processed FEMA Letter of Map Revision to obtain low risk flood assignment for property. Performed site investigations, survey, and numerical modeling as part of coastal engineering analysis in support of map revision.

Port Everglades Slip 2 Expansion, Fort Lauderdale, Florida. Prepared and designed weld connection between anchor bearing plate, whalers and combi-wall system as part of marine engineering services for a new bulkhead anchor bearing plate installation.

Port Everglades RoRo Ramp Repair, Fort Lauderdale, Florida. Designed repairs to the existing RoRo Ramp at SEACOR Islands terminal located at Port Everglades. Repairs consisted of in-water sealing of the bulkhead, demolition of failed ramp slabs, backfill, and replacement of failed bulkhead slabs reinforced with steel. Construction administration services were provided to review in accordance with construction documents

Seahaven Superyacht Marina, Dania Beach, Florida. Engineer of Record for new marina design and construction administration services for approximately 1,200 feet of new bulkhead for a deep-water yacht basin located in the Dania Cut-Off Canal. Part of the canal was excavated to create a new marina basin connected to the canal for this 40-slip superyacht marina. Bulkhead consists of steel sheet piling with concrete batter piles and reinforced concrete capping beams. Design criteria for a floating dock was also prepared including anticipate mooring loads.

Derecktor Megayacht Yard Travel Lift Piers, Dania Beach, Florida. Marine engineering services for the extension and relocation of existing travel lift piers located at the Derecktor shipyard. Designed pier extensions associated with 900-ton travel lift and new piers for relocation of a 200-ton travel lift. Managed the bidding process, assisted and made

recommendations for contractor selection.

One Miami Condominium, Miami, Florida. Above and below water structural inspection of more than 900 feet of bulkhead consisting of steel sheet piles, reinforced concrete cap, and concrete mat scour protection. Prepared engineering report to document investigation, including specific deficiencies, conditions rating and cost estimate for recommended repairs.

Costa Brava Marina, Miami Beach, Florida. Environmental permitting for reconstruction of a 30-slip marina in Biscayne Bay through local, State, and Federal Agencies such as Miami-Dade County DERM, FDEP, and USACE. Engineering support through construction bid process, including bid evaluation, contractor selection and construction administration.

Storm Surge Protection Wall & Wetland Restoration at Vizcaya Museum & Gardens, Miami, Florida. Site plan for storm surge protection wall, environmental wetland restoration and public space. Grant application, regulatory permitting, and engineering design for marine works. Storm surge wall was designed with reinforced concrete able to withstand storm surge and high wave loads associated with tropical storm event.

Dade Boulevard/Collins Canal Shoreline Stabilization & Seawall Replacement, Miami Beach, Florida. Marine engineering and construction drawings for 2,670 LF of shoreline stabilization associated with a linear park and bike path. Structural design of steel sheet pile and reinforced concrete cap, including barrier wall connection, and utility crossover detail for FPL 69KV oil-filled transmission line.

Winston Tower 700, Sunny Isles Beach, Florida. Construction of 240 LF of seawall and repair of 800 LF of seawall for shoreline stabilization at large condominium. Above and below water condition inspection, seawall replacement and repair design, permit application and processing (DERM/USACE/FDEP), and construction administration.

FDOT A1A Seawall, Indian River County, Florida. Scour and wave load analysis for proposed seawall for almost 2 miles of shoreline that experienced significant erosion during Hurricane Mathew. A hydrodynamic MIKE21 model was established to simulate tidal and storm surge flow. The model was calibrated relative to site specific current measurements obtained. A MIKE21 wave model was developed to simulate the wave conditions during extreme events. The scour associated with a 100-year event was determined and proper scour protection was designed. Wave loads were calculated for the proposed seawall for extreme event under varying conditions and water levels.

14th Street End Seawall Project, Miami Beach, Florida. Marine engineering for new seawall in association with street-end and storm water pump station improvements. Seawall constructed at increased design elevation from concrete piles and panels with reinforced concrete cap, as well as opening for outfall. Construction inspection performed for concrete pours and pile/panel installation.

Vertical Yacht Club at Marina Mile, Fort Lauderdale, Florida. Prepared design of bulkhead and docks for boats up to 70 feet for the redevelopment of the Vertical Yacht Club marina facility located on the New River in Fort Lauderdale. Prepared engineering studies and communicated with environmental agencies relative to project approval. Conducted a site-specific flushing analysis to assess potential impacts of dredging on water circulation and quality.

Tides Condominium Risk Mapping, Hollywood, Florida. Erosion and scour assessment based on existing beach and seawall conditions. Numerical modeling of wave propagation, storm surge and potential wave run up impacts. Prepared and processed letter of map revision (LOMR) based on detailed survey information and coastal design conditions.

Sun Power Diesel Marina Facility, Broward County, Florida. Dredging design for the proposed marina basin as well as dock and bulkhead design to support a 300-slip dry storage facility. Current and tide measurements were obtained to calibrate a numerical hydrodynamic model, which was then utilized to evaluate the flushing time for the proposed dredged conditions.



As a Senior Project Engineer, Jason is responsible for the structural inspection, design, and construction administration for marine structural engineering projects. He holds a master's degree in Structural Engineering from Stanford University and has twenty-two years of experience as a structural engineer with a focus on coastal and marine structures. Jason has completed marine structure projects in the US and the Bahamas, including ports, fender systems, mooring dolphins, bulkheads, seawalls, docks and piers. Jason is also a certified diver and leads the underwater structural inspection team.

YEARS OF EXPERIENCE

- 24

EDUCATION

- MSc Structural Engineering, Stanford University
- BSc Civil Engineering, Stanford University

LICENSES

- Florida PE No. 60277
- Special Inspector
- Certified Diver
- Advanced open water scuba

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction
- American Concrete Institute

RELEVANT PROJECT EXPERIENCE

Seahaven Superyacht Marina, Dania Beach, Florida. Marina design and construction administration services for approximately 1,200 feet of new bulkhead for a deep-water yacht basin located in the Dania Cut-Off Canal. Part of the canal was excavated to create a new marina basin connected to the canal for this 40-slip superyacht marina. Bulkhead consists of steel sheet piling with concrete batter piles and reinforced concrete capping beams. Design criteria for a floating dock was also prepared including anticipate mooring loads. Construction administration services included review of contractor payment, site observations with reports, pile driving logs, materials testing, final inspection, environmental permit close out services, and underwater inspections.

North Bulkhead Repair, Port of Miami, Miami, Florida. Design of underwater repairs for steel sheet pile bulkhead. Repairs included welded steel cover plates, cement bag armoring and installation of jet filters.

Port Everglades Ship Unloader Upgrade, Fort Lauderdale, Florida. Marine engineering and structural analyses of existing unloader foundation for gravity loads from various machines for a new unloader which required retrofit or replacement of the existing substructure at the unloader fairway. The analyses focused on a proposed retrofit and a preliminary design was conducted as a feasibility study with modifications to the wharf structure that need to be made to support its operation at the Port Everglades facility.

Universal Marine Center, Fort Lauderdale, Florida. Component design and inspection for yachting facility on the South Fork of the New River. Structural design plans and construction administration for new steel sheet pile bulkhead with concrete batter piles, steel pipe mooring piles for floating docks, timber dolphin clusters. 125' LOA design vessel. Following the design, Jason served as special inspector and provided construction administration throughout the duration of construction.

Derecktor Megayacht Yard Travel Lift Piers, Dania Beach, Florida. Marine engineering services for the extension and relocation of existing travel lift piers located at the Derecktor shipyard. Designed pier extensions associated with 900-ton travel lift and new piers for relocation of a 200-ton travel lift. Managed the bidding process, assisted and made recommendations for contractor selection.

Sunset Harbour Yacht Club, Miami Beach, Florida. Repairs of concrete slabs, caps and piles for 125 slip yacht marinas. Environmental permit applications were prepared and processed with the Miami Dade County Regulatory and Economical Resources Department, Florida Department of Environmental Protection and US Army Corps of Engineers. Detailed repair drawings were prepared with specific criteria to minimize impacts to adjacent structures, including the removal and replacement of severely deteriorated deck slabs. Construction administration services were provided to review in accordance with construction documents and environmental permits.

Haulover Marine Facility, North Miami Beach, Florida. Design and inspection of new bulkhead and platform construction to support launching operations for the world's largest marine forklift (lifting capacity 70,000 lbs.). Dry dock storage has a 508-boat capacity. Steel sheet piles and concrete auger piles were used in the construction of the new bulkhead. Also performed design and inspection of a new trash facility with truck ramp, supported by perimeter cantilevered concrete retaining wall.

Island Gardens Mega Yacht Marina, Miami, Florida. Design and inspection of 1,000 linear feet of existing bulkhead replacement on the West shore of Watson Island at the Island Gardens Mega Yacht Marina. Bulkhead consisted of anchored steel sheet piling, and submerged Mediterranean mooring anchors, consisting of composite steel/auger piles connected with mooring chain, and mooring dolphins consisting of large-diameter steel pipe piles.

Harbourside Jupiter Docking Facility, Jupiter, Florida. Design and inspection of new steel sheet pile bulkhead located and associated timber dock at the Harbourside marina along the Intracoastal Waterway. The new bulkhead supports upland commercial development near a 31-slip marina.

Loggerhead Jupiter, West Palm Beach, Florida. Design and inspection of marina launching facility rehabilitation of existing bulkhead, addition of new launching platform supported on auger-cast piling.

Loggerhead Dania, Broward County, Florida. Design of marine travelift pier and bulkhead. Inspection of existing structure for potential retrofit.

Miami Marine Stadium Marina, Virginia Key, Florida. Design and inspection of new bulkhead and concrete platform to support forklift launching operations.

Marina Palms, North Miami Beach, Florida. Design and inspection of existing derelict marina replacement for new condominium development. New concrete fixed and floating docks with steel sheet pile seawall.

Maurice A. Ferré Park (fka Museum Park), Miami, Florida. Design and inspection of site civil concrete structures along waterfront bay walk for 30-acre public park. 2015 American Society of Civil Engineers award for Outstanding Project, Category III.

Keystone Point Marina, North Miami, Florida. Bulkhead replacement with concrete sheet piling and steel king piles. New concrete launching platform supported on steel piling.

29th Street Seawall, Miami Beach, Florida. Construction Administration and inspections for replacement of seawall flanking public roadway bridge over Biscayne Bay. New steel sheet piling.

North Palm Beach Marina, Palm Beach Gardens, Florida. Underwater inspection and condition assessment of bulkhead and floating/fixed docks for 104-slip marina, for vessel sizes up to 120' LOA. Inspection covered over 3,000 LF of seawall.

New Port Cove Marine Center, Palm Beach Gardens, Florida. Underwater inspection and condition assessment of fixed/floating docks and bulkhead for 44-slip marina for vessel sizes up to 175' LOA. Inspection included overwater marine launching platform.



Christie Hurley is Marine Biologist with over 17 years of experience in the fields of environmental monitoring, assessment, planning, reporting, as well as federal, state, and local regulatory permitting, permit compliance, and closeout. She is well versed in grant research and funding applications, due diligence/feasibility studies, environmental resource surveys including seagrass, hardbottom/reef and coral monitoring and mapping, mangrove and dune vegetation mapping and monitoring, as well as shorebird population and nesting surveys, preparation of management plans, contingency mitigation plans, and resource monitoring plans.

YEARS OF EXPERIENCE

- 17

EDUCATION

- MSc Biology, Florida Atlantic University
- BA Anthropology, Minor in Ecology & Evolutionary Biology, University of Arizona

CERTIFICATIONS

- DAN (First Aid, CPR, AED, & Oxygen)
- Florida Master Naturalist
- NMFS/MMS Marine Mammal/Protected Species Observer
- NITROX
- US Power Squadron Piloting
- US Power Squadron Safe Boat Operation
- PADI Rescue Diver
- PADI Advanced Diver
- PADI Open Water Diver

PROFESSIONAL AFFILIATIONS

- Permanent International Association of Navigation Congress (PIANC)
- Member of PIANC Working group Design and Operational Guidelines for "Superyacht Facilities"
- Danish Society of Hydraulic Engineering
- Florida Association of Environmental

RELEVANT PROJECT EXPERIENCE

Rady Marine Seawall Project, Broward County, Florida. Project Manager responsible for conducting a mangrove survey and the permitting of an Environmental Resource Permit from the Florida Department of Environmental Protection, a Corp's Nationwide Permit #13, and an Environmental Resource License from Broward County for the reconfiguration of the uplands and redesign of the existing bulkhead at the Grady Marine Property in Dania, Florida. The bulkhead had exceeded its design life and needed replacement, to enable the landowner/applicant to continue to access their property during and after the FDOT constructs the new bridge lanes on the overpass of I-595. The Project involves excavation of 936 sq. ft. of uplands and installation of 175 ft of new seawall along the excavated area to form a continuous seawall.

Corporate Coaches Project, Broward County, Florida. Assisted with the research and writing of the Corporate Coaches due diligence report that assessed the feasibility of permitting the filling in a historic 1.6 acre T shaped canal, protecting the newly created shoreline, dredging and replacing the docks along the Dania Cutoff Canal and the redevelopment of the uplands located at 4500 South State Road 7 in Hollywood and 4695 SW 45 Terrace in Dania Beach. Participated in pre-application meetings with SFWMD, Broward County and the Corps.

Cordova Drystack Marina, Broward County, Florida. Project Manager responsible for securing an ERP and a County Surface Water Management License through Broward County for Stormwater Improvements for the Cordova Dry Stack Facility at 1335 SE 16th Street in Ft. Lauderdale. The Stormwater improvements included installation of 850 feet of exfiltration trench under the building for water quality treatment and runoff attenuation to serve a 1.36 acre commercial property.

Town of Jupiter Island Beach Restoration Monitoring Project, Palm Beach County, Florida. Project Scientist responsible for the pre-construction monitoring of the nearshore quadrats and qualitative video surveys along 15 permanent shore-perpendicular transects, as well as interval sediment depth measurements and line intercept along all 23 permanently installed shore perpendicular transects. Additionally, nearshore hardbottom edge mapping (see pipeline corridor mapping was conducted between August and December 2018).

Village of Bal Harbour Dune Project, Bal Harbour, Florida. Project Manager responsible for developing a Dune Restoration Plan including the addition of 600 cy of additional sand and planting of native vegetation, as well as, securing a FDEP Field Permit for the Bakers Post-Storm Dune Restoration Project for the Village of Bal Harbour.

Village of Bal Harbour Shoreline Improvement Project, Bal Harbour, Florida. Project Manager responsible for composing a feasibility summary for the Bal Harbour Village Park Waterfront Improvements Project which aimed to improve the waterfront amenities available to the public as well as constructing a public park. The Feasibility memo dated April 2, 2018 discussed the feasibility of permitting the proposed kayak launch and water taxi stop.

Hillsboro Inlet District South Jetty Repair Project, Broward County, Florida. Project Manager responsible for conducting on-site marine resource investigation, development of Coral Mitigation Plan and application for the Federal, State and County environmental permits required for the repair of the existing south Jetty structure.

Hillsboro/Deerfield Beach Restoration, Broward County, Florida. Project Manager responsible for environmental permitting, grant funding application, and biological monitoring services for 375,000 cubic yard beach fill project and previous interim nourishment truck haul project. Designed all pre-, during and post-construction biological monitoring of the nearshore and offshore hardbottom including that adjacent to the borrow area. Designed conceptual mitigation plan. Managed and conducted marine and coastal surveys including marine resource investigations, pipeline corridor surveys, hardbottom mapping, Acropora sp. coral surveys, in-water sea turtle population surveys, weekly escarpment monitoring and year-long weekly shorebird monitoring. Ensured compliance with permit required monitoring and advised the Commission on all beach related issues.

Town of Palm Beach Coastal Strategic Planning, Engineering and Permitting, Palm Beach, Florida. Project Manager directing and reviewing feasibility study, Equilibrium Toe of Fill Assessment, Mitigation Design, and modeling to support application processing for proposed beach nourishment project for the south end of the Town. Evaluated beach management, environmental permitting options and processing environmental permits to authorize beach project. Conducted marine resource investigations including hardbottom mapping and Acropora sp. surveys. Designed mitigation reef and conducted UMAM assessment to ensure aquatic functions and values would be adequately offset by proposed mitigation.

Broward County Segment III Beach Renourishment Project, Broward County, Florida. Four years of experience working with Broward County, Florida as a Co-manager. Responsible for the scheduling of biological monitoring activities on the natural and artificial reefs, personnel, and sub-contractors; managing the crew in the field, conducted biological monitoring requirements, data analysis, report preparation and submittals. Biological monitoring included the permanent establishment of, and biological monitoring of 27 artificial reef transects and 29 natural hardbottom transects using Benthic Ecological Assessment for Marginal Reefs (BEAMR), underwater video, sediment measurements, macroalgae species-area assessments, coral species-area assessments, coral stress, coral fate tracking, rugosity assessments, PointCount for Coral Reefs and turbidity monitoring. Also conducted in-water sea turtle population surveys, hardbottom edge mapping using DGPS software and Hypack® and pipeline route inspections. Also, further assisted in the preparation of all compliance monitoring reports including the Governor's Report.

Hillsboro Inlet District Maintenance Dredging, Broward County, Florida. Project Manager responsible for environmental compliance for the ongoing bypassing operation at Hillsboro Inlet. Installed transects on the 1.6-acre artificial mitigation reef in association with previous Hillsboro Inlet modifications. Conducted three years of monitoring of the constructed reef to document colonization and stability to ensure the reef was providing appropriate compensatory mitigation. Coordinated compaction and escarpment surveys, as well as responsible for collecting weekly shorebird surveys for four months, as well as 3 yearly shorebird surveys in the early spring prior to tilling.



YEARS OF EXPERIENCE

- 5

EDUCATION

- MSc Marine Biology, Nova Southeastern University
- BSc Marine Biology, Nova Southeastern University

CERTIFICATIONS

- Waterfront Edge Design Guidelines (WEDG) Associate
- AAUS Scientific Diver
- PADI Divemaster
- FL Stormwater Erosion and Sedimentation Control Inspector
- EFR, CPR, O2 First Aid
- Nitrox Diver & Gas Blender
- Visual Scuba Inspector
- Florida Master Naturalist
- FWC Authorized Gopher Tortoise Agent

PROFESSIONAL AFFILIATIONS

- American Academy of Underwater Sciences (AAUS)
- South Florida Association of Environmental Professionals (SFAEP), President
- Southeast Florida Coral Reef Initiative (SEFCRI)

Francesca is responsible for performing aquatic and terrestrial biological assessments, writing technical and analytical reports, and assisting with local, state, and federal environmental permitting. She is an experienced diver, a PADI Divemaster, and has conducted benthic monitoring and marine habitat surveys throughout South Florida, including hardbottom and seagrass surveys. She has prepared multiple permit applications to the SFWMD, FDEP, and USACE, and is familiar with the requirements of the USACE's JaxBO. She has worked on projects focus on environmental permitting and compliance, environmental impact assessments, NEPA documentation, marine benthic habitat monitoring and delineations, marine biological monitoring, ecology and habitat restoration/mitigation, wetland delineation and restoration monitoring, and listed species, migratory bird, shorebird, and wildlife surveys .

RELEVANT PROJECT EXPERIENCE

Currie Park Marine Resource Survey, West Palm Beach, Florida. Phase I of the 2021 Master Plan for Currie Park. Conducted a qualitative benthic marine resources survey at Currie Park to identify potential seagrasses, corals, or other marine resources of significance. Assisted with field data collection, mapping, and reporting.

Hollywood Tidal Flooding Mitigation and Shoreline Protection, Coastal Wetland & Mangrove Survey, City of Hollywood, Broward County, Florida. Conducted a coastal wetland and mangrove survey along 22 City owned and identified priority areas which are affected by sea level rise and subjected to coastal flooding. The coastal wetland and mangrove survey was conducted in support of the design and permitting efforts for the City's Tidal Flooding Mitigation and Shoreline Protection project. Assisted with the results of the survey and future permitting applications which were submitted in a summary report in conjunction with the marine resources survey and report including maps, figures, and representative photographs. Owner: *City of Hollywood (Feb 2021 – current)*

Port Everglades South Jetty Rehabilitation Project, Fort Lauderdale, Florida. Conducted various environmental services for the USACE Port Everglades South Jetty Rehabilitation Project in Broward County, FL. Approved by USACE as a qualified scientific diver and shorebird observer. Conducted preconstruction benthic community survey to determine potential impacts to benthic resources, particularly stony corals. Assisted with obtaining an FWC Special Activity License and Broward County ERL to conduct the proposed coral relocation and donation to research entities. Conducted the subsequent coral removal and relocation, monitoring, donation, and reporting efforts. Participated in client/agency preparatory meetings. Owner: USACE, Client: J.E. McAmis, (2020-2021)

Lake Worth Inlet North Jetty Rehabilitation Project, Lake Worth, Florida. Conducted various environmental services for the USACE Lake Worth Inlet Jetty Rehabilitation Project in Palm Beach County, FL. Approved by USACE as a qualified scientific diver and shorebird observer. Conducted preconstruction benthic community survey to determine potential impacts

to benthic resources, particularly stony corals. Assisted with obtaining an FWC Special Activity License to conduct the proposed coral relocation. Conducted the subsequent coral removal and relocation, monitoring, and reporting efforts. Participated in client/agency preparatory meetings. *Owner: USACE, Client: J.E. McAmis, (2020-2021)*

Windy Creek Shoreline Stabilization, Delray Beach, Florida. The subject property stormwater retention pond was experiencing increased erosion and adjacent driveways are showing signs of settlement from stormwater runoff. Conducted an existing conditions vegetation and environmental assessment to evaluate and avoidance and minimization of impacts to wetland habitat and to prepare appropriate permit applications. *Owner/Client: Windy Creek HOA, (Oct 2020 – Current)*

Higgs Beach Biological Monitoring, Key West, Florida. Conducted marine resource monitoring for beach nourishment project at Higgs Beach, City of Key West. Survey was conducted in accordance with the Florida Department of Environmental Protection (FDEP) approved Biological Monitoring Plan and additional monitoring requirements by the Florida Keys National Marine Sanctuary. Data collected included: sediment depth measurements, sediment coverage documentation, video documentation of marine resources, and percent cover of benthic macroinvertebrate and macroalgal communities along previously established shore perpendicular transects in and adjacent to the project area, and corals measuring greater than 10 cm where tagged. *Owner: City of Key West/Monroe County, Client: TY Lin, (Oct 2020 – Current)*

Hugh Taylor Birch Pre-Construction Seagrass Monitoring, Fort Lauderdale, Florida. Conducted a pre-construction seagrass monitoring survey associated with proposed bulkhead improvement activities (Project) at Hugh Taylor Birch State Park (Park), in Broward County, Florida. The pre-construction survey was conducted to comply with the mitigation plan that accompanied the permit. To mitigate potential seagrass impacts from Project construction and construction related activities, concrete debris will be removed from select areas of the estuarine bottom along the Park's bulkhead to increase potential seagrass habitat. During the pre-construction survey sites were established which will be used during all subsequent monitoring events. The data collected during the pre-construction seagrass survey will serve as a baseline for future monitoring events which will assess any effects on seagrass resources from Project related activities, as well as to evaluate the success of the compensatory mitigation plan. *Owner: Broward County, Client: Moffatt & Nichol, (June 2017). **

Harvey Oyer Park Benthic Assessment and Seagrass Survey, Boynton Beach, Florida. Conducted a benthic assessment and seagrass survey in support of permit requirements associated with the installation of fixed channel markers along the entrance channel for the Harvey E. Oyer, Jr. Park and Boat Ramp (Oyer Park) in Boynton Beach, Florida. The objective of the benthic assessment and seagrass survey was to delineate and map benthic habitats in the survey area and to identify and quantify seagrass resources occurring in these habitats. Performed in situ identifications of marine flora and fauna observed during the benthic assessment survey. *Owner: City of Boynton Beach, Client: Sea Diversified, (June 2017). **

Hillsboro/Deerfield Beach Nourishment Monitoring, Broward County, Florida. Completed biological monitoring associated with the 2015 Hillsboro/Deerfield Beach Nourishment Project. The westernmost edge of nearshore hardbottom habitat was mapped from 0.35 miles north of the Deerfield Beach International Fishing Pier (Pier) to 2.3 miles south of the Pier. Additional data collected included: sediment depth measurements, sediment coverage documentation, video documentation of marine resources, and percent cover of benthic macroinvertebrate and macroalgal communities along previously established shore perpendicular transects in and adjacent to the project area. Completed 2016 Year 1 Post-Construction Survey report and used parametric and non-parametric statistical analyses to examine the relationship between results from the current (2016) and baseline (2014) surveys. *Owner/Client: Hillsboro/Deerfield Beach, (Aug 2016 – Sept 2016). **

* Services provided with prior firm

CUMMINS | CEDERBERG

Coastal & Marine Engineering

GINA CHIELLO, WEDG

Environmental Permitting & Marine Scientist



YEARS OF EXPERIENCE

- 14

EDUCATION

- Graduate Certificate Geographic Information Systems, Florida Atlantic University
- BSc Marine Biology, University of West Florida

CERTIFICATIONS

- NAUI Rescue Diver; PADI Enriched Air Nitrox Diver (IAND/EANx)
- American Academy of Underwater Sciences (AAUS)
- Scientific Diver Certified, 2013
- FDEP Stormwater, Erosion and Sedimentation Control Inspector, 2019
- Waterfront Edge Design Guidelines (WEDG) Certified, 2021

PROFESSIONAL AFFILIATIONS

- AAUS Individual Member
- South Florida Association of Environmental Professionals (SFAEP), Senior Director
- Urban Land Institute (ULI) SE Florida/Caribbean, Member
- Environmental and Land Use Law Section (ELULS) of the Florida Bar
- Leadership Palm Beach County, Alumni

Gina Chiello is a senior marine biologist with expertise in regulatory permitting, planning and conducting marine resource surveys and biological monitoring throughout South Florida and the Caribbean. Her professional knowledge and experience with permitting and marine resource surveys across a variety of programs and locations have equipped her to successfully implement complex projects while meeting strict regulatory requirements. She is a former reviewer for the FDEP with a strong background in regulatory proceedings, including environmental and land use regulations at the local, state, and federal levels. Gina also played an instrumental role in the FDEP dive team and is the Dive Safety Officer for the Cummins Cederberg scientific and engineering dive teams.

RELEVANT PROJECT EXPERIENCE

Hillsboro Inlet District Maintenance Dredging & Sand Bypassing, Pompano Beach, Florida. Managed project and secured permit modifications from the USACE, DEP, and Broward County. Several permit conditions were modified to better suit the ongoing nature of the maintenance dredging and sand bypassing activities of the Hillsboro Inlet District. Provided as needed environmental and engineering consulting services with regards to permit compliance. *

Port Everglades South Jetty Rehabilitation - Coral Relocation and Monitoring, Fort Lauderdale, Florida. Conducted various environmental services for the USACE. Approved by USACE as a qualified scientific diver. Conducted the coral removal and relocation, monitoring, donation, and reporting efforts.

Lake Worth Inlet North Jetty Rehabilitation - Coral Relocation and Monitoring, Lake Worth, Florida. Conducted various environmental services for the USACE. Approved by USACE as a qualified scientific diver. Conducted preconstruction benthic community survey to determine potential impacts to benthic resources, particularly stony corals. Conducted the subsequent coral removal and relocation, monitoring, and reporting efforts.

Sea Level Rise & Flood Mitigation Studies, Miami-Dade County, Florida. Conducted sea level rise studies at various Miami-Dade County Parks including Matheson Hammock, Haulover, Crandon, Biscayne Shores and Gardens, Black Point Marina, and Homestead Bayfront Park. Performed all review and quality control for environmental permitting and environmental surveying.

The Bay Park Benthic Survey and Habitat Mapping, Sarasota, Florida. Conducted habitat surveys, characterization and mapping of seagrass, coral, and mixed habitats within the proposed nearshore construction area of The Bay Park – Phase 1 Site Development in Sarasota, Florida. The survey was performed to characterize and map the distribution of marine resources west of the restored “ecological shoreline” and prospective upland redevelopment efforts. The survey was planned to gather baseline

data prior to the proposed stormwater drainage modifications and removal of fine-grained sediment from the adjacent wetlands and anticipated construction of the Sunset Pier. Future efforts include detailed coral mapping, development of a long-term monitoring program, and potential mitigation.

Lake Worth Inlet Flood Shoal Dredging, Palm Beach County, Florida. This project includes dredging of the flood shoal north of Peanut Island Park with subsequent placement of the sand at the FIND-owned DMMA or County restoration projects. Project manager responsible for field work including bathymetric survey and ADCP deployment, regulatory permitting, marine resource survey planning, public outreach, mitigation planning, calculations, and design. Permits from FDEP and USACE were secured.

Mint Condominium Slips Permitting, Miami, Florida. Project included securing a new sovereign submerged lands lease for 2 multi-family residential slips along the Miami River, in the BBAP. The project took extensive agency coordination relative to historical use, manatees, and federal navigational setbacks. Project manager responsible for slip feasibility study, regulatory permitting, permit compliance and overseeing engineering, bidding and construction administration deliverables. After extensive coordination with the agencies, including the USCG and Miami River Pilots Group, permits from FDEP, USACE and DERM were secured.

Golden Bay Club Marina Slip Use Change, Sunny Isles Beach, Florida. Project manager responsible for regulatory permitting for slip use change beyond the manatee projection plan allowance (e.g., change from sailboat to powerboat). The marina was at the maximum number of power boat slips. The request to modify the permit was authorized after the Cummins Cederberg team demonstrated that there would be no impacts to manatees as a result and that Golden Bay was in good standing with their Marine Operating Permit. Permit from DERM, including amending the facility's restrictive covenant, was secured.

Currie Park Enhancement Project, City of West Palm Beach, Florida. Currie Park is a 13.6-acre public waterfront park. The city is preparing an adaptive redesign of the park to mitigate flooding from rainfall, king tides, and sea level rise. Project manager responsible for the coastal components of the project's master plan including but not limited to permitting feasibility, concept planning, marina implementation strategy, public outreach interpretation and grant funding options. Additionally, assisted with securing a DEO grant which was awarded to the project in the amount of \$16M.

Right Choice Pools CCCL Permitting, Town of Golden Beach, Florida. This project consists of the construction of a new swimming pool seaward of the FDEP CCCL. Swimming pools are considered uninhabitable major structures and require the preparation and submission of a CCCL permit application as well as concurrence from the Town in the form of a variance. Project manager responsible for CCCL permit application preparation and permit processing. Permit from FDEP was secured.

Derecktor Ft. Pierce Travel Lift, Fort Pierce, Florida. Derecktor Shipyards is building a new port of call in Fort Pierce near the Inlet. The new design features a haul out basin and platforms to support a 1,500-ton travel lift, the largest in the eastern US. Project manager responsible for field work planning, environmental permitting, and permit compliance. Permits from FDEP and USACE were secured.

Lake Worth Lagoon Fixed Transect Seagrass Monitoring, Palm Beach County, Florida. Project manager responsible for conducting the annual monitoring of fixed transects throughout Lake Worth Lagoon, documenting presence and cover of seagrass, as well as collecting water quality data and sediment samples.

Coastal Towers Condominium Shoreline Stabilization and Docking Facility Permitting, City of Sunny Isles Beach, Florida. Project manager responsible for environmental permitting involving extensive project team and agency coordination relative including mitigation calculations and planning (e.g., WATER), DERM tree removal permit to remove 72 trees conflicting with the shoreline stabilization and quantifying the required mitigation based on tree canopy loss, and permit compliance and documentation to confirm the project was constructed as authorized by the regulatory agencies. Permits from FDEP, USACE and DERM were secured.



YEARS OF EXPERIENCE

• 7

EDUCATION

- MSc Ocean Engineering, University of Miami
- BSc Civil Engineering, University of Miami

LICENSES

- Florida PE No. 90872

CERTIFICATIONS

- Waterfront Edge Design Guidelines (WEDG) Associate

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Society of Hispanic Professional Engineers (SHPE)
- Urban Land Institute (ULI) SE Florida/Caribbean

Leonard Barrera Allen is a Coastal Engineer with experience in the planning, engineering analysis, and design of coastal and waterfront development projects in Florida, the Caribbean, and Central America. Leonard has performed the structural design of reinforced concrete seawall panels, steel sheet pile, seawalls, reinforced concrete capping beams, timber marinas, and concrete marinas. He has also conducted beach nourishment project throughout Broward and Miami-Dade County and developed numerical models for coastal processes and floodplain modification studies.

RELEVANT PROJECT EXPERIENCE

One Miami Condominium, Miami, Florida. Design of repairs for approximately 900 linear feet of a steel sheet pile bulkhead, including a reinforced concrete cap, and concrete scour mats. Construction drawings detailing the location of repairs and scour protections where needed was created.

Aquazul Dune Repair, Lauderdale-By-The-Sea, Florida. Repair of an eroded dune. An assessment was done to identify the required components, funds, vegetation, and repairs needed for the eroded dune. A new dune layout was constructed to establish the locations of the new vegetation and placement of sand.

Crandon Shoreline Stabilization, Crandon Park, Key Biscayne, Florida. Stabilization of approximately 315 linear feet of shoreline in Crandon Park, Key Biscayne. Design of the shoreline stabilization using rock revetment composed of native lime rock. Created an approximate area of 2800 square feet for the planting of mangroves located directly behind the rock revetment.

Winston Towers 700, Sunny Isles Beach, Florida. Replacement of approximately 240 linear feet of concrete seawall with new steel sheet piles and reinforced capping beam. Additionally, repairs were specified for the remaining 820 linear feet of seawall. Preliminary inspection conducted to identify structural elements that needed replacement or repairs. Structural calculations were performed to select the most economical sheet pile sections.

Lincoln Bay Towers, Miami Beach, Florida. Replacement of approximately 700 square feet of a waterward viewing platform located at the end of Lincoln Road. Identified structural items that needed demolition and designed new reinforced concrete slabs, pile caps, and beams to support new viewing platform.

Jungle Island Water Park, Miami, Florida. Permitting and construction plans for the Jungle Island Floating Water Park. Construction drawings were created to assign the location of the necessary underwater anchors needed to sustain the floating water park. Meetings were held with the city manager and other officials to allow the permitting process to progress further.

Coastal Towers, Sunny Isles Beach, Florida. Replacement of approximately 1,500 linear feet of failed seawall and creation of a new 33-slip timber marina. The failed segments were replaced with a rock revetment, thereby significantly reducing cost to the owner of the project. The structural design of the timber marina was optimized to reduce the previous marina footprint and material costs.

Venetian Way Seawall and Dock, Miami Beach, Florida. Replacement of approximately 70 linear feet of seawall for a private residence in Miami Beach, and addition of new 420 square feet timber dock. The structural design of the seawall was conducted to withstand the new proposed upland development. The timber dock contained a boat lift, jet ski lift, and a vertical deck lift. The vertical deck lift was designed to lower occupants into boats for ease of access.

Angler's Hotel, Miami Beach, Florida. 500 linear feet of excavation shoring and design of a submerged tremie slab for the new Angler's Hotel located in Miami Beach. The design of the shoring involved considering the loading from telescopic cranes used to dredge the material from the shoring site. The tremie seal slab was required for the installation of an underground parking. The tremie seal slab thickness was reduced by considering site conditions and therefore reducing construction costs.

14 Street End Seawall, Miami Beach, Florida. Structural design of 85 linear feet of seawall located at the 14th Street end located in Miami Beach. The seawall included two cutouts for a 60-inch diameter reinforced concrete pipe and a 36-inch diameter reinforced concrete pipe. The structural design consisted of reinforced capping beams, panels, and piles. In addition, the installation also required a rock revetment located directly in front of the seawall.

Seacor Island Lines Terminal RoRo Ramp Slab, Fort Lauderdale, Florida. Replacement of 320 square feet of Seacor's Island Lines Terminal Roll On/Roll Off (RoRo) ramp in Fort Lauderdale. The design consisted of replacing the failed structural segment and replacing it with a new redesigned slab connected to the existing structure. In addition to the installation of a new slab, repairs were specified along the bulkhead that connected to the RoRo ramp slab.

Paraiso Docks, Miami, Florida. Structural design of approximately 700 square feet of timber docks for the One Paraiso Condominium located in Miami. The design consisted of timber decking, joists, beams and timber piles.

Ocean Pointe FEMA Coastal Vulnerability Study, Tavernier, Florida. Performed a coastal vulnerability study and analysis with respect to the feasibility of a FEMA Letter of Map Revision (LOMR) which would revise the flood zones within the property of Ocean Pointe Condominiums. It was unclear if the vegetation coverage was enough in density and cross-sectional width, so a vegetation assessment and feasibility study was conducted for the FEMA LOMR. FEMA approved the LOMR and the modified flood hazard information for the community.

Sheraton Key West FEMA Coastal Vulnerability Study, Key West, Florida. Performed a coastal vulnerability study and analysis with respect to the feasibility of a FEMA Letter of Map Revision (LOMR) which would revise the flood zones within the property of Sheraton Key West. Based on a review of the site conditions and 100-year storm surge level, it appeared feasible to modify the flood insurance rate map which would reduce construction and term insurance costs. Cummins Cederberg prepared and submitted the LOMR which was approved and the proposed revision to the existing flood insurance rate map was adopted.

Key West by the Sea FEMA Coastal Vulnerability Study, Key West, Florida. Coastal engineering studies and risk mapping according to FEMA standards to determine the risk for coastal flooding along the shoreline of Key West by the Sea. Data collection of offshore wind and wave data was conducted, and statistical analysis of extreme events was performed. Based on wave and beach conditions, an erosion analysis was conducted to assess wave and flood conditions during a 100-year storm. A wave propagation study was conducted based on the eroded profile to determine the shallow water effects on wave height and specifically the wave crest elevation. The vulnerability analysis and the coastal risk mapping were reviewed, approved and adopted by FEMA.

CUMMINS | CEDERBERG

Coastal & Marine Engineering

JENNA PHILLIPS, EI

Senior Coastal Engineer



YEARS OF EXPERIENCE

- 16

EDUCATION

- MSc Ocean Engineering, Florida Institute of Technology
- BSc Ocean Engineering, Florida Institute of Technology

LICENSES

- Engineer Intern
- Open Water Certified Diver - National Association of Underwater Instructors (NAUI)

PROFESSIONAL AFFILIATIONS

- Coastal, Oceans, Ports, and Rivers Institute (COPRI), ASCE – Policy Committee Chair
- American Society of Civil Engineers (ASCE) – Energy, Environment, and Water Policy Committee Member
- American Shore & Beach Preservation Association – Science & Technology Committee Member
- Western Dredging Association

Jenna has over sixteen years experience in a range of coastal/marine engineering works, including the preparation of feasibility studies, beach management plans, coastal assessments, coastal structure design, resiliency planning and flood vulnerability analyses, numerical modeling, living shoreline/nature-based planning and design, environmental restoration and mitigation, structural assessment and rehabilitation, beach design and renourishment, dredging and dredged material management, and regulatory coordination/permitting in the United States, Puerto Rico, and Caribbean. Jenna has designed a variety of new and rehabilitated marinas and docks, jetties, breakwaters/groins, artificial reefs, navigation channels, mooring fields, and shoreline stabilization projects, as well as experience in designing living shorelines, artificial reef and nature-based projects.

RELEVANT PROJECT EXPERIENCE

Town of Palm Beach Groin Field Design, Palm Beach, FL (2011). As staff engineer, worked closely with the engineer-of-record to prepare three groin design alternatives and associated opinions of probable cost for each alternative. Conducted structural calculations to determine the sizing of sheet piles, wale beams, and pull out capacity of bolt connections. Prepared storm damage reduction evaluation and identified critical wave heights and storm surge elevations for various storm return intervals to evaluation overall structural stability. *

Fort Pierce Inlet Jetty Design, Permitting, and Construction, St. Lucie County, FL (2011). As staff engineer, responsible for the design of rehabilitation and extension of an existing rubble mound spur jetty, to include sand tightening and increasing the elevation along the seaward portion. *

Loggerhead Marina Floating Dock Assessment, Miami, FL (2009). As staff engineer, conducted an independent structural and wave load analysis of aluminum framed manufactured floating docks. Under the supervision of a professional engineer, calculated the lateral and axial loads on the floating dock units and calculated shear stress of connections as well as the transverse loading capacity of the aluminum floats. Responsible for reviewing manufacturer shop drawings and providing recommendations for design modification based on findings. *

Canal Dredging Feasibility, Design, Permitting, and Construction, Longboat Key, FL (2022). Project manager leading all aspects of canal dredging feasibility study and construction within the town of Longboat Key. Study evaluated 70 residential canals. Collected field data (to include bathymetric soundings, sediment samples) collection characterized the canal system existing conditions. Evaluated historical dredging records, determined dredging volumes, locations, disposal options and probable costs. Facilitated the creation of a GIS database with results of the study, property appraisal data, historic aerials, and other geo-referenced information for the Town's use in future project tracking. Lead efforts to

coordinate stakeholder outreach meetings with the town and identified funding options. Responsible for natural resource surveys, project planning, dredging design, permitting, dredged material management design, and construction administration for dredging 16 priority canals identified in the feasibility study. *

Stormwater Outfall Monitoring and Reporting, Venice, FL (2020). Developed ICPR model and led a team to conduct water quality sampling for 16 stormwater outfalls discharging into Gulf of Mexico, Roberts Bay, and the Intracoastal Waterway. Based on monitoring results, developed pollutant load estimates, ranked outfalls for BMP analyses, and prepared recommendations for water quality and discharge monitoring. *

City of Venice Vulnerability Analysis and Resiliency Plan, Venice, FL (2022). Project manager and technical lead responsible for performance of a vulnerability analysis using a GIS modified bathtub model to determine depth/damage curves for critical public infrastructure. Project consists of conducting a vulnerability analysis, development of adaptation strategies, prioritization of key infrastructure, public outreach, grant reporting, and preparation of a resiliency plan.*

City of Sarasota Dune Design, Sarasota, FL (2022). Served as project manager responsible for executing the dune design, client coordination, permitting, bid assistance, and construction administration.*

West Coast Inland Navigation District (WCIND) Dredged Material Management Plan Update and Beach Disposal Inventory, Venice, FL (2022). Served as project manager and technical lead to review updated GIWW bathymetric surveys, perform shoaling rate and volumetric calculations, identify the degree of restricted navigable access within the waterway, and update the 2016 DMMP. Work also includes a comprehensive review of regional beach and inlet management plans, project specific permits, and historic dredging records for twelve inlets within district limits to identify beach disposal areas, their location and capacity. *

City of Venice Beach Renourishment Physical Monitoring, Venice, FL (2022). Served as project manager, responsible for evaluating beach profile and borrow area surveys on an annual basis. The project consists of coordination with USACE and the City as the local sponsor, FDEP permit compliance, and volumetric calculations of the beach and offshore borrow areas. *

Punta Gorda Seawall Alternatives Study, Charlotte County, FL (2022). Served as Project Manager, the goal of this study is to streamline the City's seawall maintenance, monitoring, and management efforts through transfer of engineering knowledge and guidelines regarding seawall materials and construction methods. Study entails a detailed review existing available data and GIS records, develop/advance the City's GIS seawall replacement tracking and inventory, identify associated costs for repair/replacement, and conduct an alternatives analysis. This analysis will include a seawall replacement forecasting model and a summary report of findings. *

Punta Gorda Climate Adaption Plan, Punta Gorda, FL (2019). As project manager, lead a multi-disciplinary team to prepare an update to the City's 2009 Climate Adaptation Plan and create a living shoreline technical guidance document. Performed vulnerability analysis using GIS-based bathtub model, available digital elevation data, and the latest available sea level rise projections published by IPCC. Report identifies vulnerable thresholds and qualitatively delineates areas of vulnerability, as well as recommendations to the City's Comprehensive Plan and coastal management element language. Climate Plan update includes a wide range of micro and macro level adaptation strategies. *

Casey Key Shoreline Stabilization Study, Sarasota County, FL (2019). Project manager responsible for conducting forensic field investigation of a shoreline along Casey Key Rd. and adjacent revetment fronting the Gulf of Mexico. The project includes extensive topside and underwater field investigation, development of interim emergency alternatives for stabilizing the road, permitting, long-term alternative assessment, design, and construction administration. The project required outreach and county commission meeting updates. *

* Services provided with prior firm



As Construction Project Manager, Rasheed is responsible for construction administration support including design and permitting supervision, budgetary review, production coordination and QA/QC management for all marine and coastal projects. He has over 12 years of experience in construction project management in South Florida. His experience encompasses preconstruction project award, throughout final close out processes.

YEARS OF EXPERIENCE

- 12

EDUCATION

- BSc Civil Engineering, University of Miami
- BSc Architectural Engineering, University of Miami

LICENSES

- Florida PE No. 77704
- Project Management Professional

PROFESSIONAL AFFILIATIONS

- Project Management Institute
- American Society of Civil Engineers
- Construction Association of South Florida
- Miami Technology Group

RELEVANT PROJECT EXPERIENCE

Dinner Key Marina, Miami Beach, Florida. Construction manager for 22M design-build to restore Dinner Key Marina to operating condition with repair and replacement to fixed concrete and timber dock structures, fire protection system, electrical service and lighting, sewage pup-out, domestic water, and a communication/safety system. Construction services include specialty inspections, product documentation management, and active construction support.

Jungle Island Shoreline Stabilization, Miami Beach, Florida. Responsible for construction coordination and site meetings/inspections to complete stabilization for 1,000 feet shoreline. Involved in the design development and planning for future phases of shoreline improvements.

Arlen House, Sunny Isles, Florida. Design of new seawall and rock revetment for over 475 feet of deteriorating seawall replacement. Responsible for bid solicitation, contractor award, review of contractor payment applications, site observations with reports, pile driving logs, RFI's, and inspections.

Eden Isles, Sunny Isles, Florida. Design and new construction of fixed docks and seawalls for 2 condominium buildings. Responsible for bid solicitation, contractor award, review of contractor payment applications, site observations with reports, pile driving logs, RFI's, and inspections.

5th Street Marina, Miami, Florida. Construction Manager for stabilization of shoreline and construction of timber platform adjacent to the mooring/breasting dolphins along the Miami River.

2222-2260 NW N River Drive, Miami Beach, Florida. Seawall and dock rehabilitation project. Responsible for bid solicitation, contractor award, review of contractor payment applications, site observations with reports, pile driving logs, RFI's, and inspections.

Palm Bay Club & Marina, Miami, Florida. Investigation of failed structure and coordinate restoration plan to re-open marina for use. Design and construction coordination for new pier to service 50-slip marina.

Sunset Harbour Yacht Club, Miami Beach, Florida. Repairs of concrete slabs, caps and piles for 125 slip yacht marinas. Provided construction administration services to review in accordance with construction

documents and environmental permits, specifically the replacement of timber marginal dock and concrete pile/panel repair.

Paraiso Bay Complex, Miami, Florida. Project Manager responsible for design optimization, negotiations, production monitoring, QA/QC, and client communication. Daily coordination with client teams and internal teams to deliver foundation products several weeks ahead of schedule. Project central point of contact for daily onsite crew, project vendors, and client representatives. Construction of several buildings during the master project schedule including Gran Paraiso Tower 2 and Parking, Gran Paraiso Parking Garage and Paraiso Bayviews. Project included steel sheet pile installation for excavation depths up to 18-ft and auger-cast pile installation up to 107-ft deep. Project required extreme organization and effective communication as the separate buildings were individual projects operating simultaneously with independent project teams.

Four Seasons Hotel at The Surf Club, Surfside, Florida. Project Manager responsible for design optimization, negotiations, production monitoring, QA/QC, and client communication. Project central point of contact for daily onsite crew, project vendors, and client representatives. Construction of (2) new condominiums and (1) parking garage. Project included auger-cast pile installation up to 131-ft deep with work around an existing historical building to be preserved and incorporated through the new construction. The two condos and parking garage were built with separate client teams requiring extra coordination with internal teams to deliver the products in a productive and safe manner.

Miami Frost Science Museum (MSM), Miami, Florida. Project Manager responsible for design optimization, negotiations, production monitoring, QA/QC, and client communication. Project central point of contact for daily onsite crew, project vendors, and client representatives. Was responsible for second phase of work to connect MSM to the Miami Art Museum.

Palm Beach Solid Waste Authority, Palm Beach, Florida. Project Manager responsible for design optimization, negotiations, production monitoring, QA/QC, and client communication. Project central point of contact for daily onsite crew, project vendors, and client representatives. Deep foundation installation for (5) different buildings to provide a completely new Biomass Power Facility in Palm Beach. Project involved multiple installation crews working simultaneously which required extensive coordination with our client, suppliers and internal teams to deliver the project.

American Express Regional HQ, Sunrise, Florida. Project Manager responsible for design optimization, negotiations, production monitoring, QA/QC, and client communication. Project central point of contact for daily onsite crew, project vendors, and client representatives. Coordinated foundation construction for new office building and parking garage.

MasTec Headquarters, Coral Gables, Florida. Site Manager responsible for daily management activities including production monitoring, coordination with building managers, architects, EOR, subcontractor supervision, weekly progress reports and tracking, costs collections and evaluations. Over 35,000 SF interior renovation project with (3) floors of corporate office space and (1) employee café/ dining floor. This project required delicate coordination with the property management team and the client with other floors being active during construction. Heightened attention to detail to coordinate fabrication and installation of custom-made finishes and company signature features.

Oliver Peoples, Miami, Florida. Site Manager responsible for daily management activities including production monitoring, coordination with building managers, architects, EOR, subcontractor supervision, weekly progress reports and tracking, costs collections and evaluations. Work directly with Owner Representation daily to aggressively push project schedule and minimize punch list items. Complete interior renovation of 1,500 SF tenant space for a pop-up shop organized by Oliver Peoples luxury sunglasses. Project was completed in a compressed schedule of 3-weeks to accommodate product inventory delivery schedule, store retail set-up and grand opening.



Colton Manning is a Coastal Engineer responsible for coastal engineering analyses, numerical modeling, and the design of coastal structures. He has 3 years of experience as a Coastal Engineering and has performed the design and permitting of shoreline stabilization structures, beach nourishment, docks, wave attenuators, retaining walls, bulkheads, and stormwater management systems. His expertise ranges from project inception to construction including field investigations, comprehensive engineering analyses, value engineering, numerical modeling, and structural design.

YEARS OF EXPERIENCE

- 3

EDUCATION

- MSc Coastal Engineering, University of Florida
- BSc Civil Engineering, Georgia Institute of Technology

LICENSES

- Florida PE No. 93513

CERTIFICATIONS

- NAUI Open Water SCUBA No. 48756AF
- PADI Emergency Oxygen Provider No. 20100K0289
- Emergency First Response No. 20100K0143

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Coasts, Oceans, Ports, and Rivers Institute
- American Institute of Steel Construction

RELEVANT PROJECT EXPERIENCE

Black Point Park and Marina and Homestead Bayfront Park Sea Level Rise Road Map and Action Plan, Homestead, Florida. Performed site infrastructure assessments for both Black Point Park and Marina and Homestead Bayfront Park to determine infrastructure at risk of inundation. Colton is currently analyzing the topography of both sites through Light Detection and Ranging (LiDAR) and Digital Elevation Model (DEM) information compared to measured site-specific water levels and future sea level rise projections. He will determine infrastructure at the greatest risk of inundation during existing and future conditions and develop mitigation strategies to minimize upland impacts. He aims to develop implementation methods that will reduce operational pauses to seamlessly transition into water-protected assets. (*Miami-Dade County Parks, Recreation, and Open Spaces, September 2020 – Current*)

Great Stirrup Cay Environmental Impact Assessment, The Berry Islands, The Bahamas. Worked with marine scientists to determine potential environmental impacts of constructing cruise ship piers on Great Stirrup Cay. Bathymetric and topographic data, construction material, geotechnical characteristics, native vegetation and animalia, and potential runoff were evaluated to determine potential effects on environmental resources. This information was compared to local coastal processes such as tides, waves, currents, sediment transportation, and sea level rise and atmospheric processes such as historic hurricanes to determine how the nearshore environment would be altered. Project alternatives were reviewed to finalize a design that minimized environmental imprints. (*Owner: Norwegian Cruise Line, Client: Bermello, Ajamil, & Partners, Inc., September 2020 – December 2020*)

Indian Creek Country Club Coastal Vulnerability and Resiliency Planning, Indian Creek, Florida. Analyzed the topography of the Indian Creek Country Club through Light Detection and Ranging (LiDAR) and Digital Elevation Model (DEM) information compared to calculated existing and future site-specific water surface levels. Colton determined infrastructure at the greatest risk of short-term and long-term inundation during high tides, extreme tides (“king” tides), and storm events. Future water levels were compared to existing infrastructure service life to

develop flood mitigation concepts and implementation strategies to minimize construction costs while protecting upland amenities through the year 2100. (*Indian Creek Country Club, June 2020 – December 2020*)

Sunset Harbour Yacht Club Wave Attenuator, Miami Beach, Florida. Analyzed wave characteristics both within and outside the perimeter of the existing wave attenuator for the Sunset Harbour Yacht Club. He used the wave heights and wave periods to assist in determining the magnitude of porosity and screening elevations to obtain acceptable wave heights within the marina to reach harbor tranquility. Design extreme wave conditions were used to determine wave loads on the attenuator for material thickness and necessary supporting members. (*Sunset Harbour Yacht Club, June 2020 – September 2020*)

Lyford Cay Beach Improvements, New Providence, The Bahamas. Analyzed common and extreme wind and wave conditions and assisted with the conceptual design of coastal rock groins to stabilize and enhance a private beachfront property experiencing significant erosion. (*Owner: Private resident, Client: Engineering and Technical Services, March 2020 – August 2020*)

Staniard Creek Bridge Modification Coastal Engineering Analysis, Andros, The Bahamas. Performed numerical modeling analyses for the relocation of the Staniard Creek Bridge, removal of existing mangroves below the Staniard Creek Bridge, and installation of culverts beneath the causeway connecting Staniard Creek to mainland Andros. The analyses demonstrated how these proposed works affected the hydrodynamic and sedimentation characteristics in the area. These characteristics determined whether modifications would have adverse erosional and hydrodynamic effects on the area and where alterations would occur. (*Owner: Government of The Bahamas, Client: Engineering and Technical Services, March 2020 – August 2020*)

Okaloosa Island Soundside Access No. 2, Fort Walton Beach, Florida. Assisted in the design of a parking lot and stormwater management system over an undeveloped plot of land that collects and treats runoff from the parking lot and a local watershed through retention basins and conveyance pipes and swales. Additionally, he provided preliminary designs to replace a continuous dilapidated marginal dock, wave attenuator, and bulkhead over a man-made basin adjacent to Santa Rosa Sound. The replacement marginal dock system comprises of rip-rap revetments, wave attenuators, a fishing pier, a marginal dock, bulkheads and respective tie-backs, an ADA accessible kayak launch, a beach entrance to the basin, a stormwater outfall, and a living shoreline. The living shoreline includes oyster bag breakwaters for wave reduction and native vegetation for erosion control. Colton prepared permit and construction drawings and specifications, applied for USACE and FDEP permits, and applied for an Okaloosa County Development Order. (*Okaloosa County, March 2019 – March 2020*). *

Majestic Sun Retaining Wall, Miramar Beach, Florida. Conducted a field inspection of the existing conditions of two (2) 20± year wood retaining walls supporting a parking lot to a large condominium complex. He provided preliminary designs for two (2) replacement wood retaining walls and an alternative option as a singular steel retaining wall with respective tiebacks. He estimated an Opinion of Probable Cost for both options and developed a report providing recommendations based on the longevity of the existing and proposed walls. (*Majestic Sun Owners Association, January 2020 – March 2020*). *

Alligator Drive Seawall, Alligator Point, Florida. Designed a 1,000-foot erosion control vinyl sheet pile wall and a 1,250-foot steel sheet pile wall with a concrete cap along a rip rap revetment fronting the Gulf of Mexico. The walls aligned the perimeter of Alligator Drive that was destroyed during Hurricane Michael. He explored multiple options of tie-back systems for the steel wall including connecting the 2 sheet pile walls through tie-rods, connecting a proposed reinforced deadman below the proposed roadway to the steel wall through tie-rods, and utilizing helical anchors. He estimated an Opinion of Probable Cost and applied value engineering to determine helical anchors were the appropriate tie-back system to better protect Alligator Drive from future storm events. (*Owner: Franklin County, Client: Dewberry Engineering, June 2019 – September 2019*). *

* Services provided with prior firm

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Coastal & Marine Engineering

JON CUNNINGHAM, PE

Marine Structural Engineer



Jon is a Project Engineer with experience in planning, engineering analysis, structural design, construction administration, and above- and below-water inspection, for marine and waterfront projects. He holds a bachelor's degree in Civil Engineering with a Structural Engineering concentration from Penn State University and has four years of experience as a Structural Engineer in building and marine/waterfront projects. Jon has completed and assisted with marine structure projects in the United States, Bahamas and Turks & Caicos Islands, including ports, mooring dolphins, bulkheads, seawalls, docks, and piers.

YEARS OF EXPERIENCE

- 4

EDUCATION

- BSc Civil Engineering, Pennsylvania State University

LICENSES

- Florida PE No. 92073
- Advanced Open Water Scuba

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Florida Association of Environmental Professionals (FAEP)

RELEVANT PROJECT EXPERIENCE

Riverside Towers Association, Pompano Beach, Florida. Above- and below-water inspection and condition assessment of approximately 250 feet of seawall. Structural design of approximately 250 feet of concrete pile-panel supported seawall.

Colonial Club Seawall Repair and Replacement, Boynton Beach, Florida. Initially performed above and below water inspection for a 1,500 LF seawall in need of repair. Designed the new seawall consisting of AZ hot-rolled steel sheet pile, pre-stressed concrete batter piles, and a steel reinforced cap. Construction administration services were also performed as well as a serving as Special Inspector for the marine structural components during construction.

Mariner's Cove Association, Palm Beach County, Florida. Above and underwater inspection and condition assessment of approximately 700 feet of docking with the freshwater basin and approximately 1,475 feet of docking and shoreline along the artificial canal West of the Intracoastal Waterway. The focus of the inspection was to identify cracking, spalling and other forms of deterioration of the concrete and timber elements as well as corrosion and deterioration of steel/aluminum connections and framing members of the travel lift separating the freshwater basin from the saltwater canal. The planning of the project includes implementing inspection findings to the design of timber dock structure replacement, aluminum sheet pile seawall replacement and concrete seawall repairs.

Peanut Island Flood Shoal Dredging, Riveria Beach, Florida. Deployment of Acoustic Wave and Current Profiler (ADCP) units on the seabed of Lake Worth (Palm Beach) Inlet and on the seabed at the Blue Heron Bridge to measure current speeds throughout tidal variations. The ADCP's were placed and retrieved at the Inlet location in water depths of approximately 40 feet and at the Blue Heron Bridge location in water depths of approximately 15 feet. Upon retrieving the ADCP units, the measurement data was downloaded and processed to understand the magnitude and variation of the currents relative to the proposed dredging operation at the Peanut Island Shoal.

Ocean Breeze RV Park, Marathon, Florida. Structural design of steel sheet pile bulkhead and timber dock structures to replace existing structures which experienced damaging impacts of Hurricane Irma in 2017.

Sea Breeze RV Park, Islamorada, Florida. Project consisted of engineering design of marina basin and channel dredging, and structural design of bulkheads, shoreline stabilization and marina components that experienced damaging impacts of Hurricane Irma in 2017. Responsible for structural design of steel sheet pile bulkheads,, and timber dock structures for the associated marina basins.

Bay Harbor Islands, Miami, Florida. Above and underwater inspection and condition assessment of approximately 20,000 feet of seawall, rock revetment and dock structures along the three Bay Harbor Islands. The focus of the inspection was to identify cracks, spalling, corrosion, deterioration, damage and/or displacement as well as excessive undermining or sediment transport along the toe of seawalls. The planning of the project includes analysis of the inspection findings to determine rehabilitation and/or replacement of the existing structures with respect to age, condition and sea level rise resiliency.

River Landing Seawall and Mooring, Miami, Florida. The City of Miami proposed Public Riverwalk is being developed along the shoreline of the River Landing property site. The current seawall needs to be extended, stabilize the upland development, and establish mooring along the shoreline. Cummins Cederberg is managing the design, permitting, and construction administration of the seawall extension, as well as the design and development of a marginal dock. Currently in the process of submitting permit applications and selecting a contractor. (*ongoing*)

Little Palm Island, Little Torch Key, Florida. Project consisted of engineering design of dredging and rehabilitation of the sunset dock that experienced damaging impacts of Hurricane Irma in 2017. Responsible for above- and below-water inspection and condition assessment of the existing timber dock structure, and structural design of 4,000 (+/-) square feet fixed timber dock, 500 (+/-) floating dock and associated mooring piles to service up to 120-foot vessels.

Fisher Island Scour Analysis, Fisher Island, Florida. Conducted below-water probe analysis via SCUBA to determine the depth of hard soil layers encountered throughout the 120-foot ferry terminal.

Blue Haven Marina, Providenciales, Turks & Caicos. Above and underwater inspection and condition assessment of the marina servicing up to 220-foot yachts including components such as floating dock units, connections, guide piling, mooring piles, dock hardware and fenders. The inspection was conducted to assess damage and impacts associated with Hurricanes Irma and Maria in 2017.

MSC Cruises Ocean Cay Marine Reserve, Bimini Islands, The Bahamas. Long term current measurements were conducted to obtain an order of magnitude current speeds for discussion with the cruise ship captain relative to operational constraints and planning. The current measurements consisted of the deployment of Acoustic Wave and Current Profiler (ADCP) units on the seabed of the proposed cruise ship berth and within the turning basin. Prior to deployment, the units were digitally set up with associated software and mounting equipment were constructed. Exact location coordinates were determined and located via handheld GPS for the ADCP units were placed on the seabed at those locations in water depths of approximately 40 feet. Upon retrieving the ADCP units, the measurement data was downloaded and processed to understand the magnitude and variation of the currents at the specified deployment locations.



YEARS OF EXPERIENCE

- 22

EDUCATION

- MSc Oceanography, Florida State University
- BA Environmental Studies, University of Southern California
- BSc Biology, University of Southern California

CERTIFICATIONS

- Certified Floodplain Manager
- Professional Wetland Scientist
- LEED Accredited Professional BD&C
- WEDG Associate

PROFESSIONAL AFFILIATIONS

- Senior Director, Florida Association of Environmental Professionals, Tallahassee Area Chapter
- Appointee, Leon County Water Resources Committee
- Society of Wetland Scientists
- Florida Floodplain Managers Association
- Association of State Floodplain Managers
- US Green Building Council

Danielle Irwin's public and private sector experience spans the development spectrum including working waterfronts (marinas/dry stacks, ports, cruise industry), beachfront development, shoreline stabilization (seawalls to living shorelines), beach nourishment, inlet management, waterfront parks and public spaces, flood management, grant funding assistance, and coastal resilience. She is a Certified Floodplain Manager, Professional Wetland Scientist, LEED Accredited Professional, and WEDG Associate (Waterfront Edge Design Guidelines). She also serves on the Board for the Tallahassee Area Association of Environmental Professionals, and the Leon County Water Resource Committee.

RELEVANT PROJECT EXPERIENCE

Waterfront Adaptation at Jose Marti Park, Miami, Florida. The adaptive redesign of this 13-acre, multi-use recreational space on the Miami River explores ways in which the park can minimize tidal flood impacts to the surrounding neighborhood, adapt to sea-level rise, and enhance waterfront access to residents. Given its physically and socially vulnerable location between the River and Little Havana, a low-lying, low-income Hispanic community, a participatory design process emphasizing community goals is critical for success. The Jose Marti Park Redesign will serve as a model for resilient waterfront parks that can adapt to current and future flood risks associated with Climate Change and Sea-Level Rise. Danielle is leading the environmental permitting, and grant management.

Tidal Flood Protection Ordinance, City of Hollywood, Florida. Project manager responsible for review of the Broward County model ordinance for tidal flood barriers. The purpose of this review was ensure the new ordinance was adaptable to the current and future conditions of the City of Hollywood. After coordination with the City, two public hearings, and a presentation to the City the ordinance was accepted.

Currie Park Redevelopment, West Palm Beach, Florida. Coordinated grant application for the Currie Park Redevelopment and sea level rise adaptation project. Coordinated with the FDEO to receive CDBG-mitigation grant through US Department of Housing and Urban Development. Lead the environmental assessment to meet federal grant requirements.

What is the title of this? West Palm Beach, Florida. Project manager in charge of updating county's local mitigation strategy (LMS). Updates to the strategy included updating the priority list to include sea level rise adaptation strategies for publicly owned seawalls. LMS applications were approved and added to the county's LMS.

Bal Harbour Coastal Program Management, Village of Bal Harbour, Florida. Provided ongoing coastal management support for the Village including development of a Village-wide dune restoration plan, permitting and design of a beach nourishment project, providing drone aerial surveys of the Village shoreline, and representing the Village on the Bakers Haulover Inlet Technical Advisory Committee.

Nova Southeastern University Waterfront Improvements, Fort Lauderdale, Florida. Providing environmental permitting, impact analysis and policy support for NSU in relation to the proposed Port Everglades channel dredge expansion project. The project includes dredging a berth, retrofitting the wharf and groin, realigning the marina basin channel, and negotiation with the USACE, Navy, USCG, County, and Port.

Fisher Island Club Visitor Marina Improvements, Miami, Florida. Environmental permitting for marina improvements including dredging, pier replacements, and consolidation/expansion of multiple sovereignty submerged lands authorizations covering the marina basin, breakwater, and jetty.

City of Miami DDA Resiliency Guidelines, City of Miami, Florida. Drafted shoreline resiliency guidelines for the City's Downtown Development Authority including recommended seawall elevation standards and living shoreline best management practices.

Hillsboro Inlet Management, Broward County, Florida. Assisted the District with their inlet management activities including their annual bypass reporting, permitting of their inlet improvements to the jetty, marine resource mapping and compliance assistance. Negotiated the sovereignty submerged lands easement for the jetty improvements. Transplanted corals from the jetty to an artificial reef and monitored.

Hollywood Beach Nourishment, Hollywood, Florida. Provided consulting services related to the permitting and compliance assistance for the City's beach nourishment project. Services include the development of their biological monitoring plan, permit modifications at the local, state, and federal level, and compliance assistance following the biological monitoring.

St. Lucie Inlet, Martin County, Florida. Coordinated and oversaw the FDEP review and approval of the update to the sediment budget, sand bypassing volume, and Inlet Management Plan. Negotiated agreements with the County, City of Jupiter Island, and residents on inlet dredging and beach placement frequency and locations.

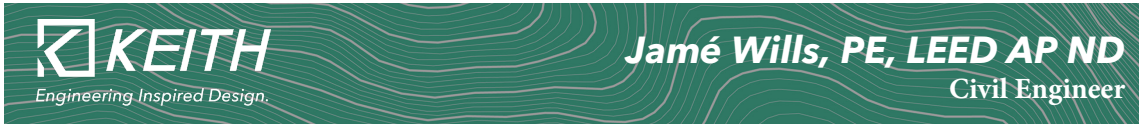
Sebastian Inlet District State Lands, Miami-Dade County, Florida. Coordinate with the FDEP Division of State Lands to reauthorize expired submerged land and upland easements, as well as adding new easement areas in the upland for pipeline staging and dredged materials management, all related to maintenance of the inlet.

Post Hurricane A1A Reconstruction, Ft. Lauderdale, Florida. Coordination of FDEP staff review for reconstruction of storm damaged North Ocean Blvd. (aka State Road A1A). The project included reconstruction of the road, dune enhancement and plantings, sidewalk, curb and gutter demolition and reconstruction, construction of a decorative and retaining wall with pedestrian cut outs, new stormwater runoff management system, hot spot nourishment, and reconstruction of street accesses, driveways and entrances.

Summerhaven River Restoration, St. Augustine Port, Waterway & Beach District, St. Johns County, Florida. Coordinated the FDEP review and approval of the Joint Coastal Permit for restoration of a historical river in St. Johns County. Project involved shorebird mitigation coordination with FFWCC, sand excavation, and dune and beach nourishment for sand disposal.

PortMiami Environmental Monitoring, Miami, Florida. Performed biological monitoring of the artificial reef associated with Port Deepening. Analyzed field data and drafted the monitoring report for permit compliance. Oversaw biological monitoring and reporting associated with hardbottom impacts and seagrass mitigation monitoring/reporting. Assist in environmental permit compliance efforts.

Martin County Artificial Reefs, Martin County, Florida. Performed sidescan sonar surveys of artificial reef structure to comply with FWC grant requirements and biological assessment of the health of the artificial reef in compliance with monitoring requirements in the County's permits from the U.S. Army Corps of Engineers.



Mr. Wills is a professional engineer with eight years of experience in design, permitting, and construction inspection. Mr. Wills' experience includes projects with Broward County, Miami-Dade County, and Palm Beach County and several private entities. Duties include design, drainage calculations, plans preparation, shop drawing review, responding to contractor's request for information, coordinating with plan reviewers and addressing comments. Software experience includes Cascade 2001, ICPR, AutoCAD and Civil 3D.

RELEVANT PROJECT EXPERIENCE

Pompano Beach Parking Garage D/B, Pompano Beach, FL: The new Pompano Beach Pier Parking Garage is located at the southeast corner of North Ocean Blvd. (SR- A1A) and NE 3rd Street on a 3.5-acre site. The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. The Pompano Beach CRA has ambitious plans for the redevelopment of the area and the need for additional parking facilities in the beach area is critical for the future of this beach community.

As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project. Our professional services included extensive community and municipal outreach, complete topographic and boundary surveying, utility investigation of all public and private utilities within and adjacent to the project limits, complete civil design to adequately provide water/fire/sanitary sewer service and stormwater management design/grading of the site to ensure compliance with recently changed federal/state and local criteria, full landscape and irrigation design, permitting through all jurisdictional agencies and construction inspection and certification services.

Pompano Beach Fire Station No. 61, Pompano Beach, FL: KEITH was responsible for processing one easement vacation through the proper utility company including coordination of submittal documentation, coordination with utility service members, coordination of meeting and county recordation assistance. KEITH coordinated easement exhibits, sketch and descriptions, as-built document review, conducted field visits, and coordinated necessary utility removal/relocatons for vacation

Pompano Beach Fire Station No. 52, Pompano Beach, FL: KEITH was responsible for processing one easement vacation through the proper utility company including coordination of submittal documentation, coordination with utility service members, coordination of meeting and county recordation assistance. KEITH coordinated easement exhibits, sketch and descriptions, as-built document review, conducted field visits, and coordinated necessary utility removal/relocatons for vacation.

City of Deerfield Beach Miscellaneous Engineering, Planning & Surveying Services, Deerfield Beach, FL: KEITH has served as the General Engineering Consultant for the City of Deerfield Beach for over 16 years. KEITH is providing on-going continuing services as needed including engineering and surveying and mapping services to the municipality. KEITH also provided plan review services. Some projects provided under these contracts include Hillsboro Boulevard and A1A "S-Curve"; beach roadway drainage and beautification (Phases I and II); Ocean Way Café Luna improvements; Ocean Way drainage, infrastructure, and beautification improvements; Deerfield Beach sand and dune stabilization, re-nourishment, and erosion control; Deerfield Beach Boardwalk volleyball courts and artificial reef improvements; Main Beach parking lot improvements; intersection improvement design of Goolsby Boulevard/Hillsboro Boulevard; intersection improvement design of Century Boulevard/Hillsboro Boulevard; Hillsboro Boulevard streetscape improvements; SW 15th Street roadway improvements; Sullivan Park/Kester Marina developments; Pioneer Park improvements and boat ramp improvements; Mayo Howard Park surveys; Paradise Point engineering design surveys; comprehensive plan housing element update; industrial zoning ordinance; encroachment exhibits survey; ADA sidewalk assessments and design services; Powerline Industrial Park FEMA Drainage Study and grant application; The Cove Shopping Plaza, parking lot and alleyways redevelopment and beautification; Deer Run Parkway boundary survey; and Highlands Park improvements.

Broward College North Campus Landscape Drainage, Coconut Creek, FL: KEITH is providing surveying and landscape architectural services to address existing drainage issues and to provide more seating in the arrival area between buildings 48 and 49. Schematic plans will be developed to address the drainage and seating requirements for the area. Permitting and Construction Management are also part of this contract.

Broward College Reclaimed Water Supply, Davie, FL: KEITH will provide research for the feasibility for Broward College to connect the campus chiller plant and irrigation system to the reclaimed water lines from the Town of Davie. KEITH will develop the cost estimate for the expense of modifying Broward

YEARS OF EXPERIENCE
8 years

YEARS WITH KEITH
3 years

EDUCATION
M.S. Engineering
Management, Florida
International University
2017

B.S. Civil Engineering,
Florida International
University 2013

**PROFESSIONAL
REGISTRATIONS**
85632, Professional
Engineer, Florida

**PROFESSIONAL
CERTIFICATIONS**
LEED AP ND

College's existing system and will draft a conceptual design. KEITH will work as a liaison between the Town of Davie and the client to best present the hardships and benefits to the client. KEITH will prepare a feasibility study report based on our research.

Delray Beach CRA Corey Isle, Delray Beach, FL: KEITH provided civil engineering and landscape architectural services for The Corey Isle project. Corey Isle consists of 10 single-family workforce housing units in the Southwest Neighborhood at the Northwest corner of Southwest Seventh Avenue and Southwest Fourth Street. The homes 1,800 - 2,300 square foot homes range from 3-4 bedrooms with 2 bathrooms. The aesthetic design elements of the Corey Isles project were designed with the area's cultural history. Civil engineering services included paving, grading and drainage. Landscape Plans and Irrigation Plans for ten (10) residential lots for Corey Isle. Landscape architectural services for the single family lots included plant layout, plant list, and landscape tabulations for planting, as well as drainage swales and slopes indicating drainage flow.

Delray Beach Seaboard Air Line Railway Station Restoration, Delray Beach, FL: KEITH provided survey, laser scanning, civil engineering, and landscape architecture design, engineering, and bid-related professional services related to the rehabilitation of the Delray Beach Seaboard Air Line Railroad Station. The planned rehabilitation efforts will accommodate the adaptive reuse of the original 1927 portion on the south side of the building to accommodate office space; the adaptive reuse of the northern portion will accommodate a future business incubator. The site will be designed to accommodate improvements including parking, lighting, and landscaping which incorporate historically appropriate details and materials. Additional on-site improvements will provide offsite connectivity for pedestrians and bicyclists; off-site improvements will be limited to the public right-of-way and provide connectivity for pedestrians, bicyclists, and vehicles. The project shall include sustainability concepts and efforts.

Port Everglades Sally Port Gate, Fort Lauderdale, FL: KEITH supplied the required design and construction services and documents. KEITH's services including topographic surveying, SUE, utility mapping, horizontal designation services, planning, preliminary engineering design plans, and construction documents including pavement parking and signing plans, erosion control plans, demolition plans, permitting, and bid and construction services for County project PNC2116615B1.



KEITH

TIMOTHY GRAY, PSM

Project Surveyor

Mr. Gray is a Surveyor & Mapper with over 19 years of experience with surveying in South Florida. He is a graduate of the University of Florida's Geomatics Program. His experience includes a variety of surveying assignments, including: Right-of-Way mapping, chain of title research and review, computations, topographic surveys, drainage surveys, ACSM/ALTA surveys, digital terrain models (DTMs), condominium surveys, and calculated parcel/construction stake outs. His experience has included projects for both public and private sector clients. Mr. Gray is proficient in the industry's software including MicroStation XM, Leica Level-pac, GeoPak, Caice, and AutoCAD. He is also proficient in the processing of survey data including both Electronic Field Book (EFB) and Tripod Data Systems (TDS) Data collection.

RELEVANT PROJECT EXPERIENCE

Pompano Beach Design/Build Pier Beach Parking Garage, Pompano Beach, FL: The new Pompano Beach Pier/Beach Parking Garage is located at the southeast corner of North Ocean Blvd. (S.R A1A) and NE 3rd Street on a 3.5-acre site. The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project.

John Knox Village Health Center, Pompano Beach, FL: The John Knox Village Health Center is a seven story "Green House" skilled nursing facility. The state of the art center is one of Florida's first of its kind. It is located on their 65 acre campus in Pompano Beach and can house a total of 144 residents in the building. KEITH provided planning, surveying, civil engineering, landscape architecture, construction administration and SUE services. KEITH was responsible for processing the site plan, civil design, and processing construction permits.

Pompano Beach Downtown Connectivity Plan, Phase 1 & 2, Pompano Beach, FL: KEITH is responsible for performing an area wide study of the Northwest CRA existing infrastructure to create an underground utilities atlas map as well as to analyze the existing roadway infrastructure for suitability, connectivity, and circulation. KEITH prepared an assessment of the existing facilities and provided recommendations on suitability of the CRA's land use. Phase 2 - Based on the approved Connectivity Plan as provided by the Pompano Beach CRA, the proposed improvements are to include pedestrian friendly streetscape with landscape/hardscape beautification features along MLK Jr. Blvd. and in Old Pompano Downtown; including special pavement materials, pedestrian lighting and roadway, streetscape furnishings, utility adjustments, and drainage and roadway improvements.

Martin Luther King Boulevard, Pompano Beach, FL: As a Project Surveyor, Mr. Gray was tasked with providing design survey in coordination with our subsurface utility engineering team.

KOI Residences and Marina, Pompano Beach, FL: Mr. Gray is responsible for preparing all of the Elevation Certificates, Final Boundary surveys for the individual units and the as-built surveys for this 8.8 acre development which includes 350 residential condos and apartments, restaurant and commercial retail units.

FDOT District 4 Districtwide Surveying & Mapping Services FPID 425037-1-32-01, Broward County, FL: Mr. Gray served as the project surveyor on this Districtwide Surveying and Mapping Contract. For this contract, Mr. Gray completed multiple Task Work Orders including design surveys for I-95 at SW 10th Street (S.R 869) and S.R 845 (Powerline Road). In addition, this contract included major R/W Surveys for Interstate 75 in Miami Dade County and the FEC Railroad in Palm Beach, which included calculating the historic Baseline of Survey. He also completed the R/W Control Survey for 14th St Causeway (S.R 844). As with all Districtwide contracts, this contract included miscellaneous tasks, such as additional DTM surveys, drainage as-builts, parcel stake-



Years of Experience
19

Education
BS Geomatics,
University of Florida,
1999

Certifications
Registered Professional
Surveyor & Mapper,
Florida #LS6604

outs, both horizontal and vertical control needed for the various tasks.

FDOT District 4 Districtwide Miscellaneous Survey Services, FPID 229922-4-32-01, Broward County, FL: Mr. Gray started this Districtwide contract as survey technician and later became the project surveyor. This districtwide had over 95 task work orders within a 5 year period. The tasks ranged from simple parcel stake-outs to full design surveys. Some of the larger tasks included the full design surveys for S.R 7, S.R 814 (Atlantic Blvd), S.R 869 (SW 10th Street), and S.R 820 (Hollywood/Pines Blvd), which includes three separate surveys. Assignments included both horizontal and vertical control needed for the various tasks, as well. The planning and adjusting of the GPS, the processing of EFB data and/or the adjusting of the level runs. Besides supervision, he processed the survey data, calculated the historic baseline of survey and existing right of way and created and modified Geopak TIN files.

FDOT District 4, Districtwide R/W Mapping: Mr Gray was the Project Surveyor for a Miscellaneous Right-of-Way Mapping Contract, providing Right-of-Way Maps, Control Surveys, and surveying services for projects including: SR-870/Commercial Boulevard (Broward County), SR-882/Forest Hill Boulevard (Palm Beach County), SR-818/Griffin Road (Broward County). Mr. Gray worked closely with the FDOT staff to provide mapping services for three complex projects along SR-A1A (Broward and Palm Beach) which required more comprehensive research than is customary.

- *Forest Hill Boulevard (S.R 882), Wellington, FPID N/A (93016-2500):* Mr. Gray was the Project Surveyor on this Controls Survey and Genesis R/W Mapping Project which goes from S.R 7 to Military Trail for 5.8 miles. He was the signing surveyor of the R/W Control Survey. He planned and adjusted the GPS sessions and oversaw the technicians in processing the secondary traverses, processed all EFB data for the R/W Survey and performed calculations for the R/W Map and supervised the technicians who completed the final drafting.
- *Griffin Road Control Survey and Genesis Map (S.R 818), Dania Beach, FPID 413832-1:* Mr. Gray was the Project Surveyor on this Controls Survey and Genesis R/W Mapping Project which goes from S.R 7 to Federal Highway (S.R 5) for 4.2 miles. He was the signing surveyor of the R/W Control Survey. He planned the GPS sessions and oversaw the technicians in processing of the primary and secondary survey data and performed calculations for the R/W Map, reviewed title searches for the length of the corridor and supervised the technicians who completed the final drafting. Section #86015-2525
- *S.R A-1-A Control Survey and Genesis Maps, Boca Raton and Deerfield Beach, FPID N/A (86015-2525 & 93060-2507):* Mr. Gray was the Project Surveyor on this Controls Survey and Genesis R/W Mapping Project which goes from Hillsboro Blvd in Broward County to Spanish River Boulevard in Palm Beach County for 5.2 miles. Two maps were prepared for this project. He was the signing surveyor of the R/W Control Surveys. He planned the GPS sessions and oversaw the technicians in processing of the primary and secondary survey data and performed calculations for the R/W Map, reviewed title searches for the length of the corridor and supervised the technicians who completed the final drafting. Sections #86050-1510, 86050-2510, 93060-1507, and 93060-2507
- *S.R A-1-A Genesis Maps, Palm Beach, FPID 229858-1-32-01:* Mr. Gray was the Project Surveyor on this Controls Survey and Genesis R/W Mapping Project which goes from Lake Avenue (S.R 802) to Southern Boulevard (S.R 80) in Palm Beach County for 4.31 miles. This project was taking the information from a previous design and right of way survey from a sub-consultant and creating a genesis right of way map. He was the signing surveyor of the R/W Control Survey. He performed calculations for the R/W Map and supervised the technicians who were doing calculations and drafting as well as reviewed title searches for the length of the corridor. Sections #93060-2525 and 93060-1525

FDOT District 4 Districtwide Miscellaneous Survey Services, FPID 229922-1-32-08, Broward County, FL: Mr. Gray was the survey technician for this five year contract. This districtwide contract had over 77 task work orders. The range of tasks included from simple parcel stake-outs to full design surveys. Some of the larger tasks included design surveys for Glades Road, Griffin Road, S.R A1A, 17th St. Causeway and two slip ramps on I-595/I-75. In addition, one of the bigger tasks was to calculate the historic baseline of survey for I-75 from the information surveyed by the District's in-house crews. The contract also included finishing two right of way maps started by the District. Assignments included the planning and adjusting of the GPS, the processing of EFB data and the adjustment of the level runs. Also, tasks included basic calculations of parcels to be staked to full DTM's as well as, processing the EFB data, calculate historic baselines and existing right of way.

FDOT District 6 Districtwide Miscellaneous Survey and Mapping, FPID: 250686-1-32-16: Project Surveyor/Senior Survey Technician for District 6 Districtwide Miscellaneous Surveying and Mapping. Client: Scott Perkins, PSM. 934 (NW 79th Street, between 14th Avenue and Biscayne Bay).



RAJ KRISHNASAMY,

P.E.

**President, Principal
Engineer**

**35 Years of Professional
Experience**



Education

MS in Geotechnical
Engineering, University of
Memphis 1995

BS in Civil Engineering,
Christian Brothers University
1987

Diploma/1984/Electronic
Engineering, Malaysian Air
Force Institute

Professional Organization and Registration

Professional Engineer:
Florida, 53567

Water Well Contractor,
Florida, 11346

Certified OSHA Supervisor

Certified Environmental
Consultant

Professional Experience

Mr. Raj Krishnasamy, P.E., President and Principal Engineer of TSFGEO, is a Florida State Registered Geotechnical Engineer with over 35 years of experience. Mr. Krishnasamy oversees the geotechnical engineering, construction materials testing, and inspection services operations. His experience consists of successfully completing over 5,000 public and private projects. He serves as Project Manager for continuing contracts with over 20 Florida public agencies. He has a history of repeatedly retaining those contracts through successful, cost-effective, and prompt execution of each task order. Mr. Krishnasamy's daily involvement with the in-house and field operations of the construction and geotechnical services departments provides him the "hands-on" experience and knowledge of current construction codes and construction practices throughout the State of Florida. Mr. Krishnasamy and his highly experienced team focus on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget.

Relevant Project Experience

SR A1A from NE 5th Street to Bay Drive, Pompano Beach, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for SR A1A from NE 5th Street to Bay Drive. The project is administered under the FDOT District Four Districtwide Geotechnical & Pavement Coring, required maintenance of traffic, and consisted of the milling and resurfacing, lighting, and drainage structure improvements.

Bill Keith Preserve Park- Protection Shoal, Fort Lauderdale, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the Bill Keith Preserve Park in Fort Lauderdale. This project consists of construction of a new seawall. The purpose of this study was to provide Geotechnical input to the design team to assist in the foundation design and pavement subgrade design. Provided a geotechnical report including geotechnical engineering evaluation and recommendations regarding the retaining wall and sheet piles

Seawall Rebuilding for Boat Ramp, Hollywood, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the Rebuilt Seawall Boat Ramp located in Hollywood, Florida. The purpose of this study was to provide geotechnical input to the design team to assist in the foundation design and pavement subgrade design. Provided a geotechnical engineering report including geotechnical evaluations and recommendations regarding the rebuilt seawall.

Relevant Project Experience, *continued*

Sheridan Street (SR 822) Bridge over Intercoastal Waterway, Broward County, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for Sheridan Street (SR 822) Bridge over Intercoastal Waterway located in Broward County. This project included bridge repair/rehabilitation and mast arms at the subject location. The purpose of this study was to provide geotechnical input to the design team to assist in the evaluation of the merits of the improvements. Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding foundation design and drilled shaft construction.

Stormwater Master Plan, Town of Davie, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the Stormwater Master Plan. TSFGEO's geotechnical field study included pavement cores and borehole permeability (BHP) testing. The BHP tests performed were conducted in accordance with South Florida Water Management District (SFWMD) Standards. Provided a geotechnical engineering report including the BHP test results.

Bridge Replacement at SR 820/Pines Boulevard over SR 93/I-75, SR 93/I-75 from North of Miramar Parkway to North of SR 820/Pines Boulevard, Broward County, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Preliminary Geotechnical Engineering Services for the Bridge replacement project at SR 820/Pines Boulevard over SR-93/I-75. The project consisted of the reconstruction of the interchange at SR-93/I-75 and SR 820/Pines Blvd which included a bridge replacement at SR-820/Pines Blvd over SR-93/I-75; SR-93/I-75 Mainline widening in both directions to construction auxiliary lanes between Pembroke Road and Pines Blvd and between Pines Blvd and Sheridan Street and park and ride in Southeast quadrant of interchange. Provided a geotechnical engineering report including geotechnical engineering evaluations and preliminary recommendations regarding driven concrete pile axial capacity, drilled shaft axial capacity, construction considerations, and monitor existing structures.

Inverrary Bridge Force Main Relocation, Sunrise, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Study for the Inverrary Bridge Force Main Relocation. The project included the construction of approximately 1,400 LF of 12-inch FM from connection located at the Southeast corner of the at W. Inverrary Boulevard and Routed West approximately 1,000 feet. The new FM will transition above ground and be routed north for an aerial crossing supported on concrete piles over C-13 Canal. The FM will transition underground and be routed west for 200 feet to the tie in location. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation construction considerations. Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding driven pile axial capacity, trench excavation, trench backfill, and existing facilities protection consideration.

Broward County Water and Wastewater, Pompano Beach, Florida. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the Broward County Water and Wastewater. The project consisted of drainage upgrades along roadways in Pompano Beach including NW 33rd Court, NW 18th Terrace, NW 33rd Street, NW 32nd Street and NW 16th Terrace. The purpose of this study was to provide geotechnical input to the design team to assist in preparation of the design plans for the drainage improvements. Provided a geotechnical engineering report including geotechnical engineering evaluations and recommendations regarding, soil suitability and construction excavation and dewatering.

Cummins Cederberg

STATE OF FLORIDA

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

CHEIFET, JORDON PHILIP
7000 WEST LAKE DRIVE
WEST PALM BEACH, FL 33409

LICENSE NUMBER: PE72876
EXPIRATION DATE: FEBRUARY 28, 2023
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STATE OF FLORIDA

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CUNNINGHAM, JONATHAN ALLEN
17261 127TH DR N
JURISTON, FL 33476

LICENSE NUMBER: PE92073
EXPIRATION DATE: FEBRUARY 28, 2023
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SPECIAL INSPECTOR NUMBER: 7025520

TAYLOR, JASON S.
3245 McDONALD
MIAMI, FL 33133

LICENSE NUMBER: PE60277
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STATE OF FLORIDA

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CEDERBERG, JANNEK
10094 GABLES
FL 33154

LICENSE NUMBER: PE90639
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STATE OF FLORIDA

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CUMMINS, JASON ROLLAND
MIAMI, FL 33133

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BARRERA ALLEN, LEONARD ANDREW
9390 FONTAINELEAU BOVD
UNIT 206
MIAMI, FL 33172

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STATE OF FLORIDA

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MUSLIMANI, RASHEED KHALIL
4247 SW 72ND STREET
UNIT A-5
MIAMI, FL 33143

LICENSE NUMBER: PE77704
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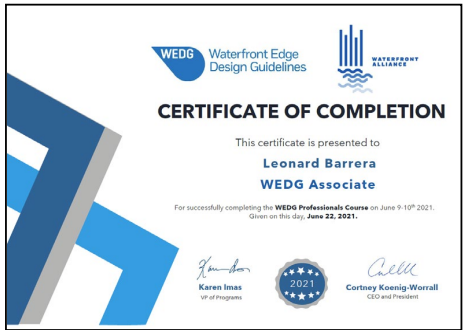
STATE OF FLORIDA

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

PARKER, GEOFFREY M.
1059 PASEO DEL RIO NE
SAINT PETERSBURG, FL 33702

LICENSE NUMBER: PE74043
EXPIRATION DATE: FEBRUARY 28, 2023
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Invoice & Activity
List Search

Licensee Details

Licensee Information

Name: **CUMMINS CEDERBERG, INC. (Primary Name)**
Main Address: **7550 RED ROAD SUITE 217 SOUTH MIAMI Florida 33143**
County: **DADE**
License Mailing:
LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **29062**
Status: **Current**
Licensure Date: **04/02/2010**
Expires:

3/9/2021 DBPR - CUMMINS CEDERBERG, INC., Registry 2:37:45 PM 3/9/2021

Licensee Details

Licensee Information

Name: **CUMMINS CEDERBERG, INC. (Primary Name)**
Main Address: **7550 RED ROAD SUITE 217 SOUTH MIAMI Florida 33143**
County: **DADE**
License Mailing:
LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **29062**
Status: **Current**
Licensure Date: **04/02/2010**
Expires:

Special Qualifications Qualification Effective

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Road Tallahassee FL 32309 | Email: [Customer Contact Center](#) | Customer Contact Center: 850.487.1395

The State of Florida is an AA/TED employer. Copyright 2007-2018 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850-487-1395. Payment to Section 055.275(1), Florida Statutes, effective October 1, 2012. Business licensed under Chapter 400, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee, however email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

<https://www.myfloridaclear.com/LicenseDetail.asp?SID=1578466F32D3D1240155C868C9D08AA> 1/1

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

DBA: **CUMMINS CEDERBERG INC** Receipt #: **329-294642**
Business Name: **CUMMINS CEDERBERG INC** Business Type: **ENGINEERING (MARINE/COASTAL)**
Owner Name: **CANNIK CEDERBERG** Business Opened: **10/26/2018**
Business Location: **888 S ANDREWS AVE STE 206 FT LAUDERDALE** State/County/Cert/Reg:
Business Phone: **305-741-6155** Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		18		

Tax Amount	For Vending Business Only				Total Paid
	Transfer Fee	NSF Fee	Penalty	Vending Type:	
150.00	0.00	0.00	0.00	0.00	150.00


THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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

WHEN VALIDATED

Mailing Address: **CUMMINS CEDERBERG 7550 RED RD STE 217 SOUTH MIAMI, FL 33143** Receipt # **032-10-00002785** Paid 09/20/2021 150.00

2021 - 2022



BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A880 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX: 954-357-5874

March 5, 2021

Mr. Jason Cummins
CUMMINS CEDERBERG, INC.
888 S. Andrews Avenue, Suite 206
Fort Lauderdale, Florida 33310

Dear Mr. Cummins:

The Broward County Office of Economic and Small Business Development (CESBD) is pleased to announce that your firm's County Business Enterprise (CBE) has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within thirty (30) days from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in Perspective to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and CESBD are apprised of your current e-mail address.

Your primary certification group is: Architecture and Engineering Services. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/CompDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237900, 541330, 541620

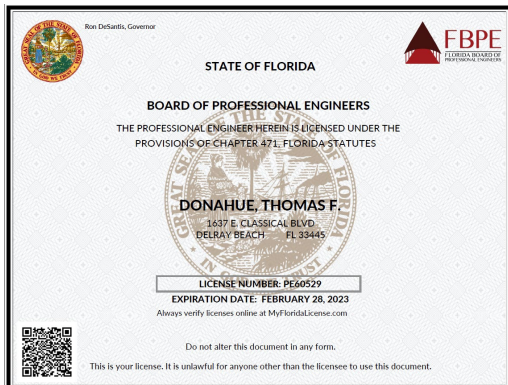
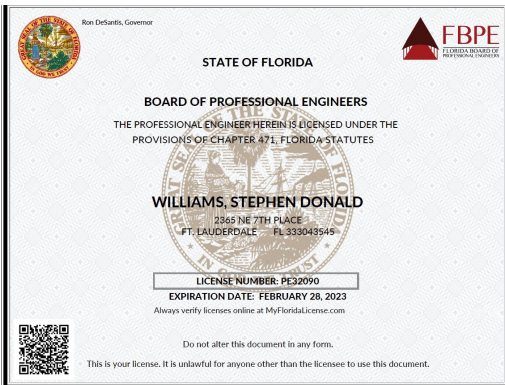
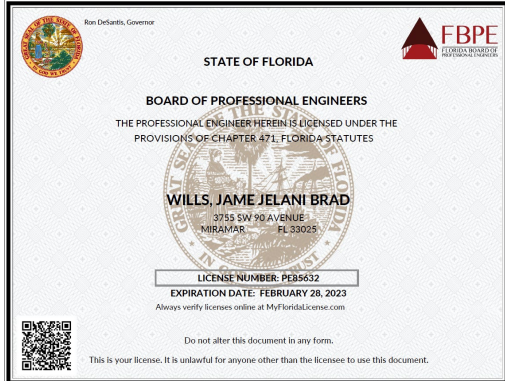
We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,
SANDY-MICHAEL McDONALD
Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: DECEMBER 19th

Broward County Board of County Commissioners
Max D. Boggs - Mayor P. Fisher - Board Chair • David Green - Vice Chair • Steven Hays • Rick • Tom Ryan • Barbara Stumpf • Michael Uddin
www.broward.org/comdev

KEITH



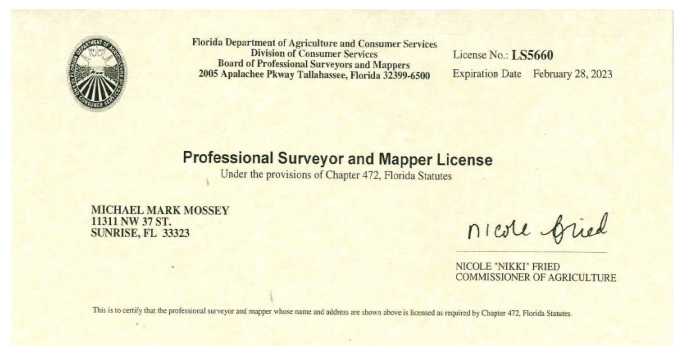
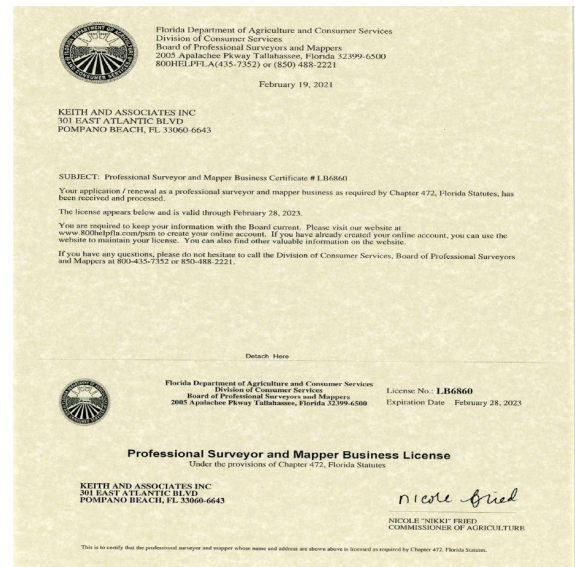
3/11/2021 Related License Information [Print](#)

Licensee

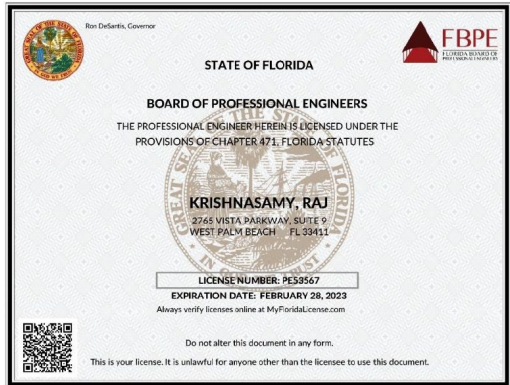
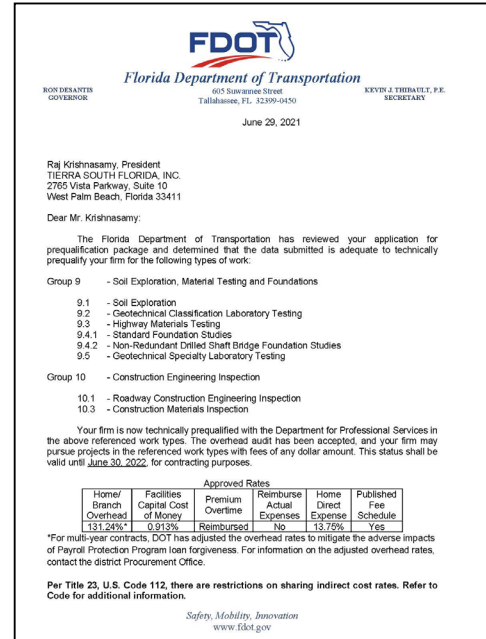
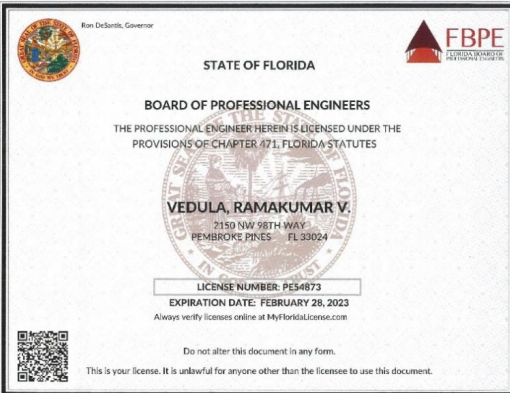
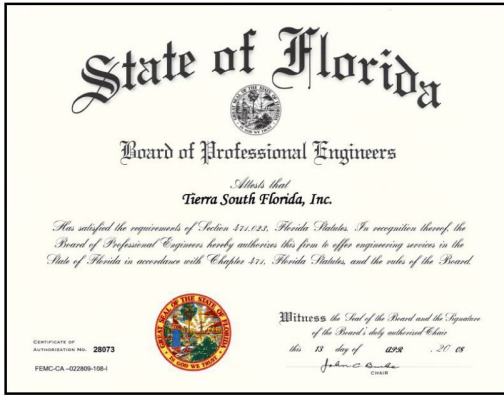
Name: **KEITH & ASSOCIATES, INC.** License Number: **7928**
 Rank: **Registry** License Expiration Date:
 Primary Status: **Current** Original License Date: **04/03/1998**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
32090	Current, Active	WILLIAMS, STEPHEN DONALD	Registry		Professional Engineer	02/28/2023



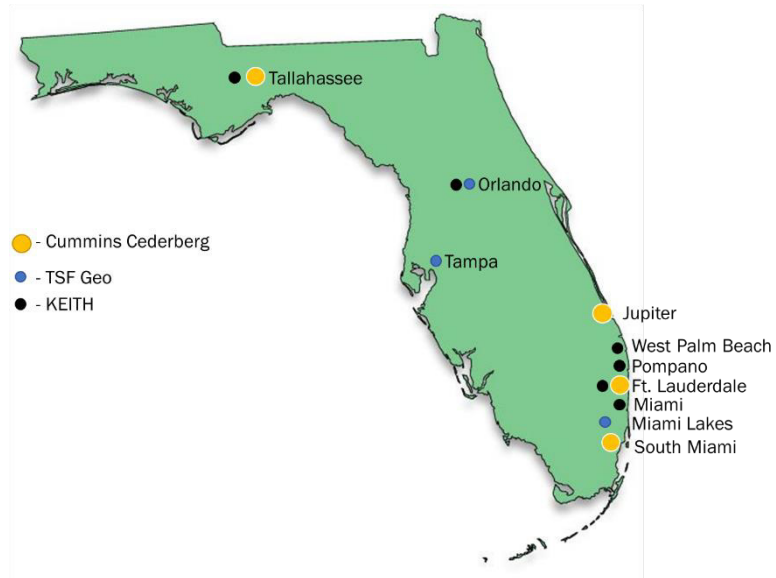
TSFGeo



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

8. Office Locations

Cummins Cederberg has 5 offices throughout Florida, with the main office for this contract and company headquarters in Fort Lauderdale. We are supported by a team of subconsultants, including local offices in Pompano. The Cummins Cederberg team has availability and capacity to have team members in Pompano to support the City staff at short notice.



Cummins Cederberg locations

7550 Red Road, Ste 217
South Miami, FL 33143
14 Technical Staff
4 Administrative

888 S. Andrews Ave., Suite 206
Fort Lauderdale, FL 33316
7 Technical Staff
1 Administration

140 Intracoastal Point, Ste 208
Jupiter, FL 33477
9 Technical Staff
0 Administrative

735 Arlington Ave. N., Ste 205
St. Petersburg, FL 33701
3 Technical Staff
1 Administrative

310 W. College Ave., Ste 208
Tallahassee, FL 32301
3 Technical Staff
0 Administrative

42
Team Members

18
Coastal & Marine Engineers

12
Marine & Environmental Scientists

9
Professional Engineers

KEITH locations

301 E Atlantic Blvd.
Pompano Beach, FL 33060

2312 S Andrews Ave
Fort Lauderdale, FL

701 Northpoint Parkway, Ste 218
West Palm Beach, FL 33407

5805 Blue Lagoon Drive, Ste. 218
Miami, FL 33126

914 Railroad Avenue
Tallahassee, FL 32310

2948 E Livingston Street, Ste 100
Orlando, FL 32803

TSF locations

2765 Vista Parkway, Ste 10
West Palm beach, FL 33411

16250 NW 59th Ave, Ste 207
Miami Lakes, FL

1800 Pembroke Drive, Ste 300
Orlando, FL 32810

6011 Benjamin Rd., Ste 106
Tampa, FL 33634

9. Litigation

February 23, 2022

Attn: City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: Litigation Statement

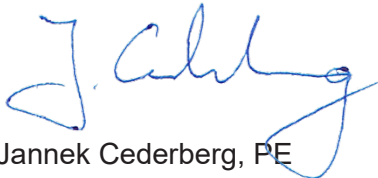
Dear Selection Committee Members:

Cummins Cederberg, Inc. (Cummins Cederberg) hereby certifies that no litigation or regulatory action has been filed against our firm.

We appreciate the opportunity to submit our qualifications and stand by ready to assist the City in the successful completion of this project. Should you have any question or require additional information, please do not hesitate to contact us at 954-880-1646.

Sincerely,

CUMMINS CEDERBERG, Inc.



Jannek Cederberg, PE
President

PROPOSER INFORMATION FORM

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

RLI E-07-22, Continuing Contract for Marine Engineering Services
 (Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm 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 this solicitation. I have read this solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Jannek Cederberg Title President

Company (Legal Registered) Cummins Cederberg, Inc.

Federal Tax Identification Number 27-2129033

Address 888 S. Andrews Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 954-880-1646 Fax No. 305-974-1969

Email Address jcederberg@cumminscederberg.com

PROJECT TEAM

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 IN THE EBID SYSTEM.

RLI NUMBER # E-07-22

Federal I.D.# 27-2129033

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Jannek Cederberg, PE	20	MSc
Project Manager	Jordon Cheifet, PE, CFM	15	MSc, BSc
Asst. Project Manager	Leonard Barrera, PE, WEDG	7	MSc, BSc
Other Key Member	Francesca Fourney, WEDG	5	MSc, BSc
Other Key Member	Christi Hurley, WEDG	17	MSc, BA

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	Keith and Associates, Inc., dba KEITH	Tim Gray, PSM
		Mike Mossey, PSM
Landscaping		
Engineering	Keith and Associates, Inc., dba KEITH	James Wills, PE, Stephen Williams, PE, Mark Mitchell
Other Key Member	Tierra South Florida, Inc. dba TSFGeo	Raj Krishnasamy, PE
		Kumar Vedula, PE
Other Key Member		
Other Key Member		

LOCAL BUSINESS PARTICIPATION EXHIBIT "A"

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

Continuing Contract for Marine Engineering Services
 RLI Number & Title: E-07-22

Prime Contractor's Name: Cummins Cederberg, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>
Cummins Cederberg, Inc. 888 S. Andrews Ave., Fort Lauderdale, FL 33316	Jannek Cederberg, PE 305-741-6155	Coastal and Marine Engineering, above and below water inspection, environmental permitting, marine resource surveys, grant assistance	TBD
Tierra South Florida, Inc. dba TSFGeo 16250 NW 59th Ave., Suite 207 Miami Lakes, Florida 33014	Raj Krishnamasy, PE 305-557-0708	Geotechnical Engineering	TBD
Keith and Associates, Inc., dba KEITH 301 East Atlantic Boulevard Pompano Beach, FL 33060	Tim Gray, PSM 954-788-3400	Survey, Civil Engineering	TBD

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number E-07-22

TO: Cummins Cederberg
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Survey and mapping, civil engineering

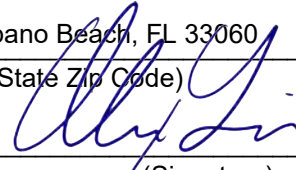
at the following price: TBD

2/14/2022
(Date)

Keith and Associates, Inc., dba KEITH
(Print Name of Local Business Contractor)

301 E. Atlantic Boulevard
(Street Address)

Pompano Beach, FL 33060
(City, State Zip Code)

BY: 
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number E-07-22

I, Jannek Cederberg, President
(Name and Title)

of Cummins Cederberg, Inc., certify that on the 24 day of

February, 2022, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
KEITH	Survey and Mapping, Civil Engineering	Professional Services

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: Teaming Confirmed

Name and Title: Jannek Cederberg, President

Date: 02/24/2022

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number E-07-22

1. What portions of the contract have you identified as Local Business opportunities?

Survey and Mapping, Civil Engineering

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

Yes

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

Existing relationship with KEITH

7. List the Local Businesses you will utilize and subcontract amount.

<u>KEITH</u>	\$ <u>TBD</u>
_____	\$ _____
_____	\$ _____

8. Other comments: NA

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

_____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

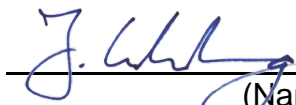
2/22/2022

(Date)

Cummins Cederberg, Inc.

(Name of Firm)

BY: _____


(Name)

Jannek Cederberg, PE
President

MINORITY BUSINESS ENTERPRISE PARTICIPATIONRLI NUMBER E-07-22

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?
Cummins Cederberg, Inc.	NA

EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT 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.

CONSULTANT 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 CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT's negligent acts or omissions in connection with CONSULTANT'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 \$2,000,000 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
XX owned (Florida's Minimum Coverage)
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, CONSULTANT 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, CONSULTANT 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 CONSULTANT, the CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.