

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

BAXTER & WOODMAN, INC.



**CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION
(CEI) SERVICES FOR VARIOUS CITY PROJECTS T-28-20**

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 Baxter & Woodman, Inc., an Illinois corporation, authorized to do business in the State of Florida hereinafter referred to as the "Consultant".

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

WHEREAS, the City Commission has approved the recommendation that 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. T-28-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Rebecca Travis, P.E., Executive Vice President

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. T-28-20, 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, 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 of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$75,000, 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:

Rebecca Travis, P.E., Executive Vice President
Baxter & Woodman, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401

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 must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 31 - 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

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“CONSULTANT”

BAXTER & WOODMAN, INC.

Witnesses:

[Handwritten Signature]

Signature

By: Mary Rebecca Travis
Mary Rebecca Travis, Executive Vice President

SICA PRINIVANARAJ
Name Typed, Printed or Stamped

[Handwritten Signature]
Signature

Jeffrey Hiscock
Name Type, Printed or Stamped

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 23 day of March, 2021, by Mary Rebecca Travis, as Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation authorized to do business in Florida, on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



Courtney Marshall
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Marshall
(Name of Acknowledger Typed, Printed or Stamped)

GG 960443
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
T-28-20**

**CONTINUING CONTRACT FOR CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES**

**VIRTUAL ZOOM OPENING:
AUGUST 24, 2020, 2:00 P.M.**

July 23, 2020

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
T-28-20

CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI)
SERVICES

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

The City will receive sealed proposals until **2:00 p.m. (local), August 24, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. 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://pompanobeachfl.ionwave.net>. The City is 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.

Introduction

The City of Pompano Beach is seeking qualified 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:

- The City's approved Capital Improvement Plan (CIP) maybe found here: [Adopted Capital Improvement Plan FY 2020-2024](#)
- Functional Areas of Interest:
Civil Engineering (General), Water and Wastewater Engineering, Stormwater Engineering, Utilities Engineering (Subsurface Engineering), Surveying and Geographic Information Services (GIS), Geotechnical Engineering, Landscape Architecture, Mechanical Engineering, Structural Engineering, Traffic Engineering, Bridge Engineering, and Highways.

A. Scope of Services

The City intends to issue multiple contracts to professional firms to provide continuing CEI services to the City and the CRA for various projects as-needed. Professional services under

this 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:

- Prepare Constructability Review at various phases of design, which may include but not limited to:
 - Determine appropriate construction durations and milestones.
 - Document the process of auditing the quality requirements, control measures and how compliance will be recorded. (Quality Assurance: QA)
- Provide General Inspection Services relative to Various Disciplines of Scope which may include but not limited to:
 - Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document.
 - Observe the Contractor's work to determine the schedule progress and the quality of the work performed.
- Provide Project Management Services on behalf of the City, which may include but not limited to:
 - Act as an extension of the City's project management staff.
 - Monitor the Contractor's on-site construction activities and inspect materials entering the work site in accordance with the plans, specifications, and special provisions of the construction contract to determine that the projects are constructed in reasonable conformity with such documents.

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 its 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 Contract

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.

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 in to the project web site 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 of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent 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 City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal 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 of Pompano Beach 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 bid or proposal 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 of Pompano Beach. 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 of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal 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 of Pompano Beach 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 contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the 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 contract, the Prime 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 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 the bid document.

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, or subcontractors who are local with a preferences 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 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 percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

F. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. 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 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 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 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 respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

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

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 co-ordination 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 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 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 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 contract and shall provide proof thereof of its financial solvency. The City may as 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.

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 contract. Proposers shall provide a complete financial statement of the 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 response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve 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 as 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 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

G. Insurance

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

please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

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

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

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

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

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

2. Liability Insurance.

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

(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

bodily injury and property damage combined

operations hazard

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

PROFESSIONAL LIABILITY Per Occurrence Aggregate

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

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of 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 and for not less than four (4) years after termination/ completion of the Agreement.

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

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR 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 CITY 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 shall provide thirty (30) days written notice to the CITY.

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

H. Selection/Evaluation Process

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

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 firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-15
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff	0-15

- c. Qualifications of technical staff:
- (1) Number of licensed staff
 - (2) Education of staff
 - (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15
- a. Location
 - b. Number of staff at the nearest office
- 4 Current and Projected Workload 0-15
- Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15
- Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15
- Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.
- 7 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

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

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 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 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 firm should submit documentation that evidences the 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 firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the 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 the 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 all of its 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 subcontractors 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 any of its officers, agents or employees.

J. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract 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 this 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 Owner'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 contractor or any of his payees pursuant to the execution of the 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 this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor'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. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written 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 this contract.

K. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the 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 Chapter 119, Florida Statutes 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of 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.

L. Communications

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

M. No Discrimination

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

N. Independent Contractor

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

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

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach 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 contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach 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 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 this 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

This 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. Termination

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

T. Manner of Performance

Proposer agrees to perform its duties and obligations under the 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 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 license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

U. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

V. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated 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 stated 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 bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal 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 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.

W. 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 will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful 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 §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 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 contract to provide any goods or services to a public entity, may not submit a proposal on a 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, subcontractor, or consultant under a 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 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

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

7. Permits

The selected 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 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

Firms 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 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 Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor 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 Chapter 119, Florida Statutes 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of 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 119.10, Florida Statutes, 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 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**

X. Questions and Communication

All questions regarding the 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. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Y. 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 addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

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

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

PROJECT TEAM

SOLICITATION 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 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	_____	_____

(use attachments if necessary)

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

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.

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⁾
--	---	-----------------------	----------------------

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.

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

**CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM**

Solicitation # & Title: _____

Prime Contractor's Name: _____

<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>

LOCAL BUSINESS EXHIBIT "A"

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

Solicitation Number _____

TO: _____
(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:

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

Solicitation # _____

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 "C"

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

Solicitation # _____

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: _____

LOCAL BUSINESS EXHIBIT "D"



RLI No. T-28-20 Continuing Contract for Construction Engineering Inspection (CEI) Services City of Pompano Beach

Baxter & Woodman, Inc.
6600 North Andrews Avenue, Suite 100
Fort Lauderdale, FL 33309
Ph: (954) 945-5843
Contact Person: Mark Dachsteiner, PE

Qualifications Submitted:
August 24, 2020



CITY OF POMPANO BEACH • RLI No. T-28-20
Continuing Contract for Construction Engineering Inspection (CEI) Services • 201247.10

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Financial Statements *submitted separately*



TAB 1: Letter of Interest





6600 N. Andrews Ave., Suite 100, Fort Lauderdale, Florida 33302 • 954-945-5483 • baxterwoodman.com

August 24, 2020

Mr. Jeff English
Purchasing Agent
The City of Pompano Beach Purchasing Office
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

Subject: City of Pompano Beach - RFQ T-28-20 Continuing Contract for Construction Engineering Inspection (CEI) Services

Dear Mr. English:

The City of Pompano Beach needs a multi-disciplined, experienced team to assist in implementing the various projects outlined in your comprehensive Capital Improvement Program. Baxter & Woodman has extensive experience with managing these types of projects. We will provide the depth of resources needed to take on and successfully complete, on time and on budget, any task this Contract may entail.

Baxter & Woodman offers a unique approach to serving the City of Pompano Beach: we will protect your interests, provide high-quality construction solutions, and save you money with our cost effective services and solutions. Our strategy is to work as a valued partner with the City in order to accomplish your goals and objectives. Our approach is based on achieving success for the City by providing:

- **Responsiveness.** Responsiveness is the key to resolving construction issues in the field so that the Contractor's crews are not on stand-by, which could result in claims for crew time. Many consultants claim to be responsive; however, we take great pride in confirming that we are immediately accessible and responsive to our client's needs. This is demonstrated in the 25 General Consulting Contracts that we serve throughout South Florida, including the City of Pompano Beach. These general consulting contracts include construction management and inspection services.
- **Leadership.** A key component of Construction Engineering & Inspection Contracts is having one point of contact with the engineering firm who can respond to issues and needs pertaining to the Contract. This person will be knowledgeable of every project and provide an efficient means of communication between the City and the General Contractor. Our Project Manager, Mark Dachsteiner, PE will direct work tasks for this Contract and serve as the City's point of contact. Mr. Dachsteiner is a Project Manager for Baxter & Woodman and has 33 years of construction management and inspection experience and believes in doing "whatever it takes" to confirm project success. Mr. Dachsteiner, as demonstrated on past Pompano Beach projects, will take personal ownership of this project assignment to confirm your satisfaction.



City of Pompano Beach

August 24, 2020

Page 5

- **Competitive Rates.** Baxter & Woodman is a local South Florida, mid-size engineering business enterprise that provides engineering services at a cost-effective rate. We are a full service design and construction firm and provide construction administration, construction inspections, public outreach, design (civil, transportation, public outreach, structural, electrical and instrumentation), and value engineering services in-house.
- **Ease of Communication.** Our Florida office is located on Andrews Avenue, just north of Cypress Creek Road. We have been serving Pompano Beach from this location on previous projects, and we are always available during and after working hours should emergencies arise. This ease of communication promotes team-oriented interaction which produces results!
- **Committed Project Partners.** The City needs a consultant who will work as a partner with your staff – one who will be a proactive extension of your staff. Baxter & Woodman has a solid track record of partnering with local utility clients to deliver the high level of personal service you desire. We are structured to allow for a long-term commitment of specific staff to serve your needs. By having principal owners directly involved, there is no “revolving door” of staff with our project team. Baxter & Woodman is committed to our civil/utility engineering practice in South Florida.

Baxter & Woodman's primary goal is to provide the City of Pompano Beach with an experienced, cost effective, responsive, and accessible construction management team who will help you improve and develop the best possible infrastructure to serve the City's residents and business owners, while meeting your technical, budget, and schedule needs. Baxter & Woodman firmly understands the work to be completed in this Contract, and based our proven ability on past South Florida CEI projects, we give 110% commitment to complete every project task within the required time and budget constraints.

Providing one of the most comprehensive ranges of municipal engineering and technology services, we continue to refine our practices and expand our services to best meet the changing requirements of municipalities like Pompano Beach. If you have any questions or need additional information after your review, Rebecca Travis can be reached by phone at 561-425-7715 or by email at rtravis@baxterwoodman.com. The City of Pompano Beach has always been a valued client and we look forward to continuing service to your forward-thinking community.

Sincerely,
 BAXTER & WOODMAN, INC.
 CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read 'Rebecca Travis', is written over the printed name.

Rebecca Travis, PE, ENV SP, Executive Vice President/Florida Division Manager
 6600 North Andrews Ave. Suite 100, Fort Lauderdale, FL 33309
 P: 561-425-7715; F: 561-655-6179 • E: rtravis@baxterwoodman.com
 FEIN: 36-2845242



TAB 2: Technical Approach

BAXTER & WOODMAN
Consulting Engineers

TECHNICAL APPROACH

This sub-section provides Baxter & Woodman's understanding of the City's Continuing Contract for Construction Engineering and Inspection (CEI) services to be performed under this Contract. Baxter & Woodman has a proven approach with sound project controls to confirm the successful completion of any project awarded under this Contract. The City of Pompano Beach will have an experienced team at their disposal with a strong understanding of the City's needs, policies, procedures, public outreach preferences, and permitting requirements.

The City will benefit from our vast experience, regulatory knowledge, and professional reputation in South Florida of providing the most cost-effective engineering services based upon the following:

- Streamlined operations to implement projects efficiently.
- Cost effective engineering & inspection rates.
- Minimal change orders and schedule delays.
- Highly experienced in construction engineering and inspection services projects in residential neighborhoods and business districts.
- Recent FDOT Local Agency Program (LAP) CEI experience.
- Certified to work on FDOT federally-funded projects.
- Offer a "Good Neighbor" public relations program to keep your residents and elected officials informed of the project.
- Experienced in meeting schedules for fast-track projects.
- Strong understanding of the local regulatory environment and our working relationship with permit reviewers confirms timely releases and certifications for construction.
- Ability to work with local utility agencies (e.g. electric, telephone, gas, cable TV, etc.) confirms that these utilities will be accounted for during construction activities.
- Maintain continuity of project staff throughout duration of project.
- Readily accessible to serve you at a moment's notice.
- Getting the job done right "the first time."



Our project approach will provide the City with quality construction engineering, management and inspection services at a cost effective rate, while maintaining project deadlines and budget requirements.

RELIABLE CONSTRUCTION SERVICES

Construction engineering services include more than just observing work and tracking quantities. Baxter & Woodman takes pride in staffing projects with exceptional communicators who understand construction work and contractors. Our Resident Engineers know the importance of keeping stakeholders informed of project activities and schedules.

What Makes Our Construction Staff Special?

Prepare, Coordinate, Communicate, Verify, Monitor, and Perform

- These are the six most important tasks of an experienced construction professional. We perform this type of work daily and understand the issues prior, during, and post construction, so concerns are addressed before they become problems.
- Construction professionals must answer the call when challenges are encountered in the field. Your Resident Engineer is present during construction and is available 24 hours a day, 7 days a week!
- Our team has successfully filled this role on engineering project construction for hundreds of communities over the past 74 years!



Communication is Essential

- Our Resident Engineers routinely distribute flyers, and knock on doors to talk directly with residents and business owners. They are also savvy with on-line tools such as web pages, blogs and Twitter to disseminate various project information. An informed public is more likely to accept common inconveniences caused by construction projects when they are aware of scheduled events and progress.
- Our skills help you avoid the typical complaints associated with construction activities.

Attention to Detail is Vital

- Attention to detail is important in order to keep residents, businesses, and permitting agencies informed and avoid complaints.
- Accurate layout, vigilance during construction, proper documentation, and Quality Control will be used to deliver a controlled, complete project.
- We have extensive experience minimizing the inconveniences of construction projects (traffic control, driveway access, dust, noise, and cleanup).

What Residents Say:

"... My wife and I appreciated the friendly attitude and willingness to share your knowledge of the project with us. "

"... What a courteous and effective communicator!!!!"

"... We were very impressed with the professionalism of all members of the work crew."

PROJECT UNDERSTANDING

The City of Pompano Beach is soliciting proposals from qualified Proposers for the provision of Construction Engineering and Inspection (CEI) services on an “as needed” basis relating to various projects outlined in the City’s Capital Improvement Plan.

Professional services under this 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

PROJECT SCOPE

Baxter & Woodman will provide all labor, equipment and supplies to provide Construction Engineering and Inspection services for the assigned projects. The full Scope of Services may consist the following tasks:

- **Task 1 – Project Management**
- **Task 2 – Quality Assurance during the Design Phase**
- **Task 3 – Construction Administration**
- **Task 4 – Resident Project Representative Services**
- **Task 5 – Utilization of E-Builder Enterprise Web-based Project Management and Web-based Technology**
- **Task 6 – Public Outreach**

Task 1 – Project Management

Baxter & Woodman will act as an extension of the City’s project management staff. Services under this contract could be specific assignments limited to the construction management phase or could commence anywhere in the project cycle the City desires. If requested, Baxter & Woodman can play an active role during the entire project cycle, starting with design development providing oversight to ensure City’s needs are incorporated into the design, continuing through the bidding process and assisting with due diligence vetting individual bidders then see the project through the Construction phase to successful completion.

Task 2 – Quality Assurance during Design Phase

If requested, Baxter & Woodman can conduct constructability reviews as the design is developed. These are typically conducted at the 60% and 90% design submittals. Additional services at the City’s disposal are Value Engineering, scheduling development to determine appropriate construction duration and milestones and creation of processes to audit and document quality control requirements.

Task 3 – Construction Administration

The City’s RFQ places additional emphasis on various aspects of Construction Administration. These services can be comprehensive or limited to specific tasks as requested. Baxter & Woodman’s Project Manager will provide construction administration required for the Contract. The Project Construction Manager will also make routine visits to the project site throughout the construction period.

- Item 3.1 – Pre-Construction Conference.** Baxter & Woodman will assist with the preparation of agenda and facilitation of the pre-construction conference with selected Contractor and City staff. Baxter & Woodman will also prepare and issue written meeting minutes.
- Item 3.2 – Submittal Review.** Baxter & Woodman will receive, log, and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Baxter & Woodman will review and return submittals to City and Contractor within 7 days of receipt.
- Item 3.3 – Bi-Weekly Meetings.** Baxter & Woodman will attend construction progress meetings with the City and Contractor every month and provide an agenda and written summary of the issues discussed. Project meetings will be conducted by the Construction Manager with the Resident Project Representative also in attendance. Following the meeting, the Construction Manager will prepare and distribute meeting minutes (within 24 to 36 hours after meeting) to the City and other attendees. Meetings can be held at the City facilities or virtually.
- Item 3.4 – Pay Estimate Review.** Baxter & Woodman will review monthly payment applications submitted in a format acceptable to the City. Baxter & Woodman will verify the quantities as represented on the pay request and make a recommendation to the City to proceed with the payment as requested, or as modified based on Baxter & Woodman review.
- Item 3.5 – Construction Schedule Review.** Baxter & Woodman will monitor the construction schedule monthly and report to the City conditions which may cause delay in completion.
- Item 3.6 – Construction Clarifications.** Baxter & Woodman can respond in writing to Contractor's Request for Information (RFI) regarding the design documents. Baxter & Woodman will issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within one week. Baxter & Woodman will also coordinate with the Design Engineers as required.
- Item 3.7 – Construction Changes.** Baxter & Woodman will prepare and negotiate Change Orders (CO) and Work Change Directives (WCD) during the construction period. Baxter & Woodman will also coordinate with the Design Engineer as required.



- **Item 3.8 – Certification of Construction Completion.** Baxter & Woodman will certify to the City and regulatory agencies as required, that based on visible project features, inspections, and review of testing reports that the project is constructed in accordance with the plans, specifications.
- **Item 3.9 – Substantial & Final Inspection.** In conjunction with City staff, Baxter & Woodman will make preliminary and final inspections and prepare a Contractor “punch list” at Substantial Completion. Baxter & Woodman will review completion of identified punch list items to assist in the determination that final Completion has been achieved by the Contractor. Baxter & Woodman will advise the City that Final Acceptance of the project has been reached in accordance with the Contract Documents.

Task 4 - Project Representative Services

The City's RFQ also places additional emphasis on services provided by Baxter & Woodman's Project representatives. These services can include the following:

- **Item 4.1 – Resources.** Baxter & Woodman will provide a full-time (40 hours/week) Resident Project Representative (RPR) during the entire construction period or part time on an as needed basis depending on the individual project scope.
- **Item 4.2 – Liaison.** RPR will serve as Baxter & Woodman's liaison with construction contractor, working principally through the contractor's superintendent and assisting him in understanding the intent of the contract documents.
- **Item 4.3 – Inspections.** Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the plans and specifications and that completed work is in substantial conformance with the contract documents. Baxter & Woodman's Project Manager will report, in writing to the City, whenever Baxter & Woodman believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

Identify a Challenge? Our RPRs can address it in the field!

A great example of how our Resident Project Representatives add value during construction occurred on a recent project in Lombard.

During the Olde Towne East - Phase 3 project, It was discovered during construction that the sanitary sewer service lines to residents were at varying depths. Our RPRs successfully redesigned (in the field) the horizontal directional drilled water main on Charlotte Street and the open cut water main on Garfield Street to avoid conflicts with the existing sanitary sewer service lines. This redesign was necessary in order to meet the required IEPA clearance.



- This photo shows Charlotte Street in Lombard, IL after construction was completed.

- **Item 4.4 – Confirmation of Agency Inspections.** Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to City.
- **Item 4.5 – Modifications.** Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to the Project Manager and the City. Project Managers will then make recommendations for action by the City.
- **Item 4.6 – As Built Review.** Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- **Item 4.7 – Testing.** Assist the Contractor in coordinating any geotechnical or structural testing required by the Construction Documents. Observe, approve, and certify flushing, pressure testing and chlorination of water system piping, if needed.
- **Item 4.8 – Pay Applications.** Develop a daily Quantity Sheet (based on the approved Schedule of Values) and record quantities of installed items with the contractor on a daily basis. Review of contractors pay applications to ensure the application is consistent with the agreed upon quantities.

Task 5 – Utilization of Web-Based Project Management and Web-Based Technology



- **Item 5.1 - Utilization of e-Builder Enterprise™**
Baxter & Woodman will utilize the internet-based project management tool e-Builder Enterprise™. This internet-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 of Pompano Beach Utilities for managing documents, communications and costs between the all members, including the City and Project Team. 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.

- **Central Document Vault:** e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.
- **Communication/Correspondence:** e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

- **Project Calendars:** Meetings will be scheduled and maintained centrally on e-Builder Enterprise™.
- **Reporting:** All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.

Our Team, including the Design Engineer-of-Record and Subcontractors, will conduct project controls, outlined by the Owner, utilizing e-Builder Enterprise™. Project Manager Mark Dachsteiner, PE is our e-Builder Task Leader responsible for maintaining project communications through the program on a daily basis. Mark has significant experience utilizing the e-Builder Enterprise™ Program through other projects completed with the City of Pompano Beach. ***This knowledge and experience greatly benefit our Team, and ensures there are no delays or “learning curves” in establishing proper project communication starting day one of the Project.***

Our e-Builder Task Leader Mark Dachsteiner will have the responsibility for visiting the project website on a daily basis, and as necessary, keep the website fully updated with current project documents and developments, correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to:

- | | | |
|-----------------------|---------------------------|-------------------------|
| • Contracts | • Schedules | • Monthly Payment |
| • Contract Exhibits | • Site Logistics | Request Applications |
| • Contract Amendments | • Progress Reports | • Supplemental |
| • Drawing Issuances | • Daily Logs | Instructions |
| • Addenda | • Non-Conformance | • Change Order Requests |
| • Bulletins | Notices | • Change Orders |
| • Permits | • Quality Control Notices | • Pressure Test Results |
| • Insurance & Bonds | • Punch Lists | • Progress Photos |
| • Safety Program | • Meeting Minutes | • Density Test Reports |
| • Safety Notices | • Requests for | • Bore Logs |
| • Accident Reports | Information | • Shut Down Requests |
| • Personnel Injury | • Shop Drawings | • As-Built Drawings |
| Reports | • Substitution Requests | |

Additionally, supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, etc. will be submitted in digital format via e-Builder Enterprise™.

In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, Baxter & Woodman's Project Team shall also submit all closeout documents including all "As-Built Drawings", punch lists, catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™. The As-Built Drawings shall also be submitted in AutoCAD (.DWG) format.

- **Item 5.2 - Utilization of Web-Based Technology.** Baxter & Woodman's construction team has used many innovative tools during construction, including *construction webcams, mobile data collection, project websites, and social media updates.*

An added service that our team can provide is collection of punch list items on corrective items using web-based technology. Our staff can use smart phones to run an "app" that will gather information, which is then sent to a master list. We can multi-task as the road work is being completed and collect the necessary information in real time. The use of the app increases the efficiency of the process and allows the contractor and City staff to see what we have identified as needing attention.

The CEI Inspector/Surveyor will collect the information with a GIS enabled device. This information will be stored in e-Builder Enterprise™. The record drawings will be processed by the CEI during the project and at the end of the project. The final record drawings will then be signed by the CEI Florida Licensed Surveyor.

The collected as-built information will be given to the CEI GIS experts, who will coordinate directly with the City's GIS team to transmit the information needed during and at the end of the job (as stored in e-Builder Enterprise™). This information will provide more accurate record drawings in a quick, more efficient way, that is easily accessed by everyone after the Contractor's final record drawings are provided to the City GIS Team. Any spatially enabled data that can be derived from e-Builder Enterprise™ will be processed and converted to GIS. Our team will coordinate with the City's GIS staff to ensure any created spatial data is compatible with the City's existing GIS system.

WEB-BASED TECHNOLOGIES

- Use a web-based mobile application, which allows the contractor and the City to **easily track punch list items**. This provides real-time, two-way communication synced to your GIS system.
- **Utilize GIS/GPS technology** to collect the locations and other desired features of the upgraded street lighting, detector loop locations, handholes, signage, and more for incorporation into the City's system. The GIS data can also be used to update the as-built documents.



Task 6 – Public Outreach Program

If requested, Baxter & Woodman can provide a comprehensive Public Outreach Program that will maintain and improve public relations with the City.

- **Item 6.1 – Public Outreach Program.** Baxter & Woodman can attend public meetings (or present them virtually) with the homeowners and other stakeholders in the project area. The meetings will be coordinated by the City and one of the meetings will also be attended by the Contractor. This could include assistance with the development of presentation materials for the public meeting for the affected residents. Baxter & Woodman can also coordinate with the homeowners and businesses during construction of the project on a daily basis, and we can set up a project hotline to handle homeowner's questions and/or complaints.

PROJECT APPROACH

Baxter & Woodman has a proven track-record in providing all the services needed to manage all the City's Capital Improvements projects from start to finish. Our project approach for this continuing contract involves the following primary tasks:

- Project Kick-Off meeting
- Confirmation of project scope
- Confirmation of project tasks
- Creation of internal schedule consistent with project schedule
- Confirmation of project deliverables
- Confirmation of projected fees based upon agreed fee schedule
- Submittal of Work Authorization to City or CRA for approval
- Development of work assignments and staffing based on type of project assigned
- Development of internal project protocols
- Commence and execute on project requirements

Total Quality Assurance/Quality Control is maintained during all aspects of Baxter & Woodman's projects.

PROJECT SCHEDULE

As the City's Capital Improvement Plan is diverse with projects ranging from streets and bridges, parks, buildings and various public works projects, Baxter & Woodman will work closely with the Design Team and assist in the development of an appropriate construction duration and determine feasible projects milestones. Many items need to be considered during this process:

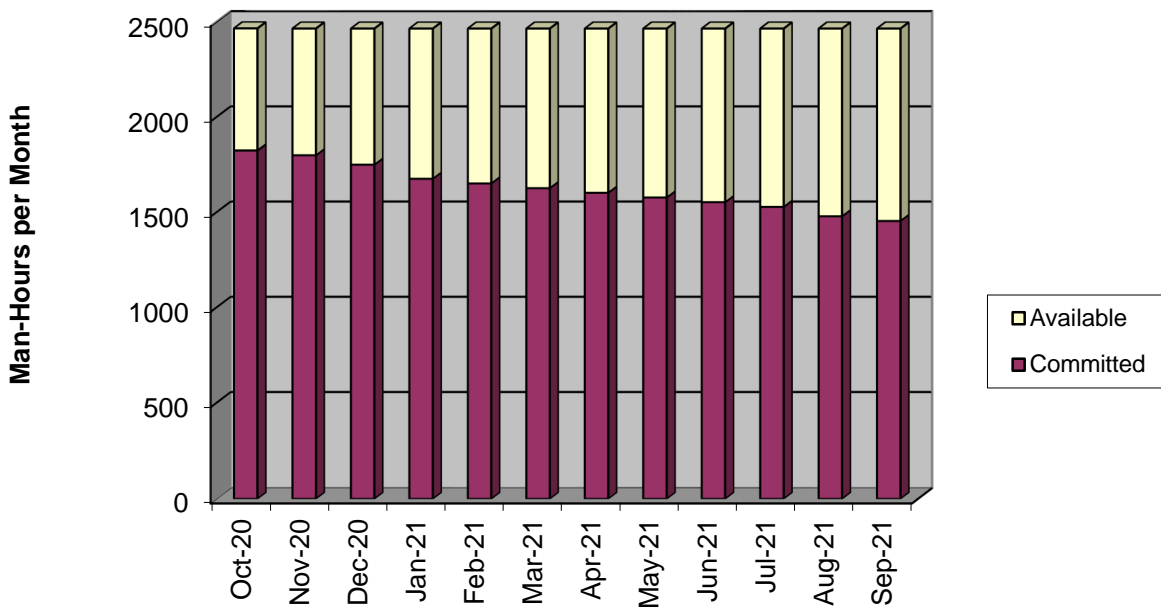
- Timing of the project relative to City needs, funding, budget year, current macro environment, current industry trends, material availability, industry constraints, impact to community and available resources.
- Actual work duration given local constraints, permitting requirements, phasing, procurement, activities that would create a critical path and concurrent activities.
- Insertion of project controls, meetings, shop drawings, permitting, public outreach, mobilization and inspections.

CURRENT WORKLOAD & AVAILABILITY

Baxter & Woodman is available to begin the work tasks associated with this Contract immediately. Our experienced staff permits us to commit all of our necessary resources to the City of Pompano Beach. Baxter & Woodman is committed to assign the most qualified, technical expertise to this project assignment, meet the required schedules and budgets, and produce exceptional project results.

Our Principal-in-Charge Rebecca Travis, PE, ENV SP will be fully dedicated to this Contract and to the City to confirm that all project tasks are performed on time and within budget. Project Manager, Mark Dachsteiner, PE and Assistant Project Managers Aaron Cutler, CGC and Richard Chipman, CGC, will be available for the duration of this Contract.

Baxter & Woodman’s projected workload is presented in the figure below. The chart shows that we have more than enough man-hours available to provide Design, Studies, Permitting, Bidding, and Construction Assistance Services for this Contract.



Projected Workload

As the chart demonstrates, our workload availability far exceeds the required staffing allocation for this Contract. We will devote required resources and personnel to each project that is required to complete the project tasks efficiently, with the highest quality of standards. All key team members that will be involved in this project have availability for the duration of this project.

PERCENTAGE AVAILABILITY OF ASSIGNED STAFF MEMBERS

Key Personnel	Current Commitments	Availability for City's Project (%)
Rebecca Travis, PE, ENV SP <i>Principal-in-Charge</i>	Town of Lauderdale-By-The-Sea El Mar Drive Improvements	50%
	Gulf Stream Minor Drainage Improvements CMS	
	Palm Beach County Water Utilities WTP#2 Energy Isolation	
	City of Boynton Beach Mobility Plan	
	City of Boynton Beach Forest Park Traffic Study	
	City of West Palm Beach Nottingham Neighborhood Improvements CMS	
	Contract Administration and Office Management	
Mark Dachsteiner, PE <i>Project Manager</i>	Monroe County-Koehn Subdivision Roadway and Drainage Improvements-Design	75%
	City of Delray Beach CEI & Public Outreach (4 Projects)	
	City of Pompano Beach Gateway Drive and Kendall Lakes Drive CEI	
	Pembroke Pines-West Campus Parking Lot Improvements-Design	
	Costa Rica-Golfito WWTP Design-Build Joint Venture	
	City of Sunrise-Pine Island Force Main Improvements Survey/(SUE)	
	Town of Southwest Ranches-(3) Drainage Projects-(Survey)	
	City of Pompano Beach-US 1 Business Hub Parking Lot -(Survey)	
	Town of Lauderdale-by-the-Sea El Mar Drive Beach Access (Survey)	
Aaron Cutler, CGC <i>Assistant Project Manager</i>	City of Delray Beach Osceola Neighborhood Improvements CEI	75%
	City of Delray Beach 58A & 87 Force Main Replacement CEI	
	City of Delray Beach NE 2nd Avenue Beautification CEI	
	Town of Highland Beach A1A Gravity Sewer Inspection CMS	
	Town of Lauderdale-By-The Sea Sanitary Laterals Condition Assessment	
	City of Lake Park Lake Shore Drive CMS	
	FKA Stock Island Distribution System CMS	
	City of Boca Raton Lift Station #179 CMS	
Richard Chipman, CGC <i>Assistant Project Manager</i>	City of Delray Beach NE 2nd Avenue Beautification CEI	75%
	Town of Gulf Stream Ocean Boulevard WM Expansion	
	Loxahatchee River District Alt. A1A 16-Inch FM Expansion	
Marshall Shedio <i>Construction Inspector</i>	City of Delray Beach Osceola Neighborhood Improvements CEI	60%
	City of Lake Worth Beach Neighborhood Rd. Program, D2, Yr 3 Task Order 9 CEI	
	City of Lake Worth Beach Owner's Representative Services - Park of Commerce, Ph. I	
	Loxahatchee River District Master Lift Station No. 1 Rehab	
	Loxahatchee River District Alt. A1A 16-Inch FM Expansion	
Kenneth Smith <i>Construction Inspector</i>	City of Delray Beach 58A & 87 Force Main Replacement CEI	60%
	City fo Delray Beach SW 4th St., SW 6th St., SW 7th St. CEI Improvements	
	City of Delray Beach NE 2nd Avenue Beautification CEI	
	City of Delray Beach WM Subaqueous Crossing CEI	
	City of Lake Worth Beach Neighborhood Rd. Program, D3, Yr 4 CEI	

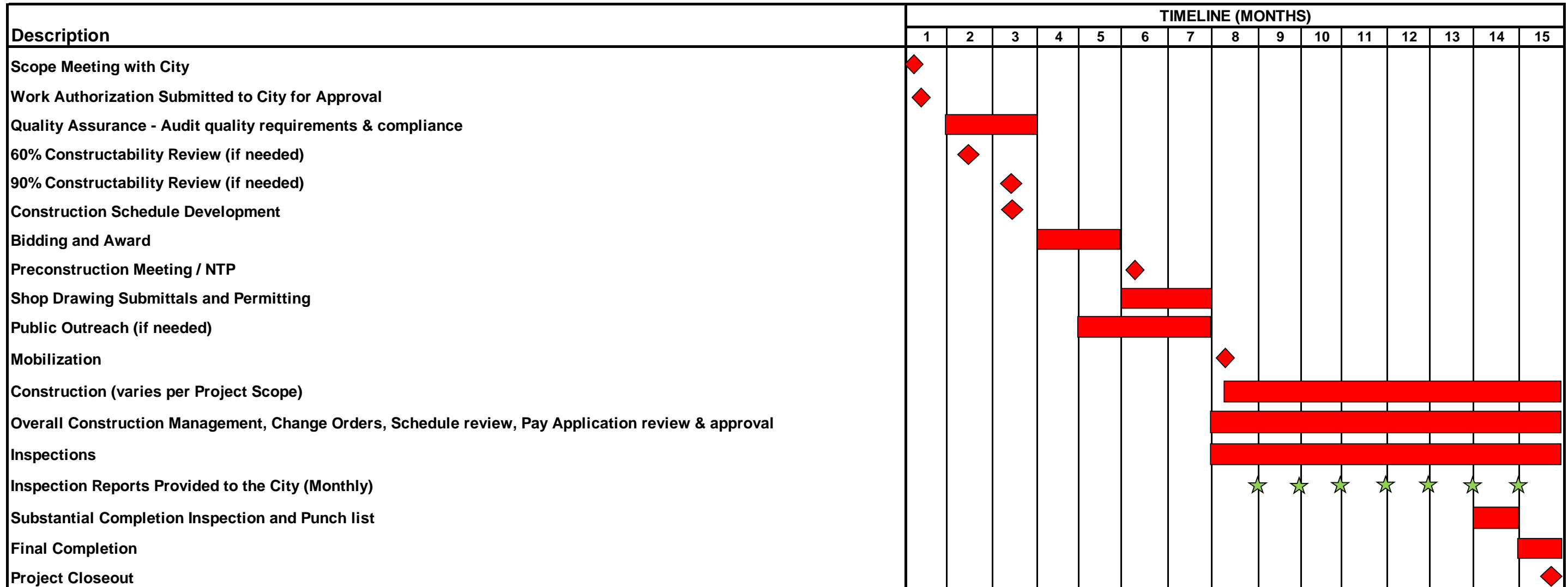


TAB 3: Schedule



SCHEDULE

TYPICAL CONSTRUCTION SCHEDULE - City of Pompano Beach Continuing Contract for CEI Services





TAB 4: References



REFERENCES

POMPANO BEACH EXPERIENCE

Baxter & Woodman has been serving the City of Pompano Beach since 1999. Over the years we have performed emergency projects for the City and have also been selected for multiple General Engineering Contracts. We value your trust in our services and our professional relationship. We are committed to provide high-quality, responsive services throughout this next assignment.

PROJECT NAME	FEES	STATUS
Water Treatment Plant Fluoridation System	\$9,850	Completed 1999
Risk Management Program	\$11,900	Completed 1999
SFWMD Grant Application	\$4,500	Completed 1999
RMP Public Meeting Assistance	\$3,000	Completed 2000
Wastewater Continuity of Service Plan	\$19,700	Completed 2001
Reuse Operating Protocol	\$5,000	Completed 2001
Reclaimed Water Operating Protocol and O&M Manual	\$14,900	Completed 2003
2002 Consumer Confidence Report	\$2,800	Completed 2003
2003 Consumer Confidence Report	\$3,450	Completed 2004
Risk Management Program Process Hazard Analysis Workshop	\$9,140	Completed 2005
2011 Wastewater Master Plan	\$118,990	Completed 2012
Reclaimed Water System Hydraulic Model	\$99,652	Completed 2014
Esquire Lake Neighborhood Drainage Preliminary Design Report	\$133,594	Completed 2014
Reuse Master Plan	\$91,892	Completed 2015
Utility Relocations I-95 Widening	\$34,949	Completed 2015
Area D Sanitary Sewer System	\$49,994	Completed 2016
Liberty Park Sewer Improvements	\$19,950	Completed 2016
Area D Sewer Improvements CMS	\$10,134	Completed 2016
I-95 Widening Utility Relocation	\$34,949	Completed 2016
2016 Wastewater Master Plan	\$139,750	Completed 2017
Kendall Lake Neighborhood Drainage Preliminary Design Report	\$234,891	Completed 2017
Gateway Drive Neighborhood Drainage Preliminary Design Report	\$194,360	Completed 2017
Reuse System NE Expansion (Phase 1) Design & CMS	\$159,715	Completed 2018
A1A Water Main Improvements	\$99,966	Completed 2018
A1A Water Main Improvements CMS	\$74,830	Completed 2018
Dixie Highway Drainage Model Development	\$50,943	Completed 2018
Easement Assessment - Kendall Lake and Gateway Drive	\$3,580	Completed 2019
Reuse System NE Expansion (Phase 2)	\$196,023	Completed 2019
Lyons Park Value Engineering Review	\$7,332	Completed 2020
Esquire Lake Stormwater Improvements	\$198,389	Completed 2020
Kendall Lake Neighborhood Drainage Design & CMS	\$252,062	In Progress
Gateway Drive Stormwater Improvements, Design & CMS	\$61,000	In Progress
US 1 Transit Hub Survey, Site Plan and Civil Engineering Services	\$TBD	Awaiting Contract Approval

City of Pompano Beach, FL US 1 Transit Hub Survey, Site Plan and Civil Engineering Design Services

The City of Pompano Beach has requested a proposal from Baxter & Woodman to implement survey, site plan and civil engineering design services for the US 1 Transit Hub, located 1/2 block south of the intersection of East Atlantic Boulevard and US 1.

The scope of services includes a three-phased plan which entails: Phase 1 - preparing a site plan and design plans for city permit approvals for the park and ride parking lot; Phase 2 - the demolition of three buildings on the CRA site (by the CRA); Phase 3 - the renovation of existing parking areas and the construction of new parking adjacent to and connecting with the existing areas. Refurbishment of the existing parking lots is required.

Specific design elements to be provided for the project include site layout of a parking lot on the CRA-owned parcels, stormwater and driveway turnout design, coordination with the City for provision of security cameras and gates - public wi-fi (to be maintained), perimeter fencing, parking lot lighting and EV charging stations, traffic signing and marking, landscaping, irrigation, permitting and arborist's services.

HIGHLIGHTS:

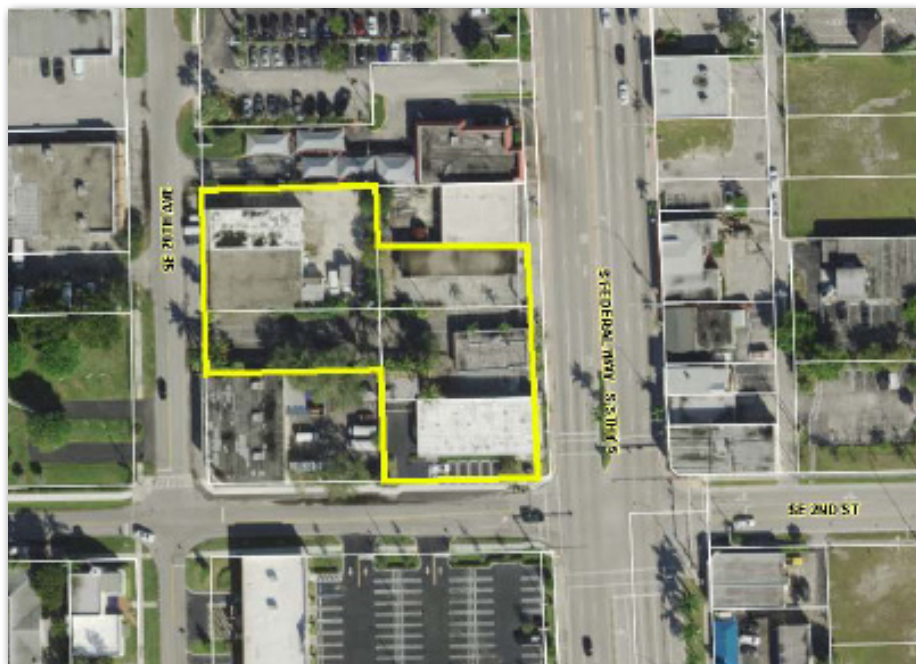
SERVICES:

- Civil Engineering, Surveying and Landscaping

STATUS: Awaiting September Contract Approval

REFERENCE:

Mr. John Sfiropoulos, PE
City Engineer
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
954-545-7009
John.Sfiropoulos@copbfl.com



US 1 TRANSIT HUB LOCATION MAP

City of Pompano Beach, FL Gateway Drive Drainage Improvements

The City of Pompano Beach is implementing projects associated with the Stormwater Master Plan as prepared by Chen-Moore & Associates. As part of the Master Plan, Study Area 6 – Gateway Drive was identified as an area which has little existing drainage and reported problems with widespread and extended roadway ponding. The commercial and industrial area is bounded by West McNab Road to the south, by Powerline Road to the East, by SW 36th Avenue to the west and by the SFWMD C-14 Canal to the north. Broward County Water Control District #4 (BCWCD#4) owns and maintains an existing canal that runs north-south in the center of the Gateway Drive area and along the east side of an existing lake. The stormwater model recommended exfiltration trench along many of the side streets and along Gateway Drive. Also recommended are stormwater inlets and piping with a positive discharge outfall to the BCWCD#4 Canal.

Baxter & Woodman reviewed the assumptions made and the study data in the Stormwater Master Plan as it relates to the Gateway Drive area; reviewed the improvement recommendations made for the proposed exfiltration trench and piping with positive outfall discharge; re-ran the stormwater modeling utilizing the Stormwater Management Model (SWMM) computer program; provided the results and our recommendations to the City for stormwater improvements to the Gateway Drive area in preliminary design report and electronic (GIS) formats.

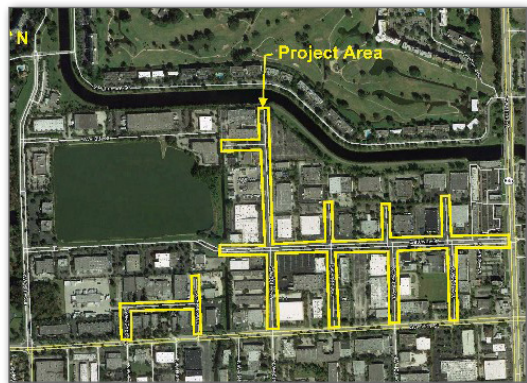
The purpose of the project is to review and refine the previous modeling efforts and provide a preliminary design for improvements to the Gateway Drive drainage system that will maximize the effectiveness of the exfiltration trench; provide for the best use of less expensive swales where appropriate; and interconnect proposed drainage pipe and inlet improvements with a positive drainage outfall. Topographical survey and geotechnical analysis will also be completed in the project area as part of this work effort. Design has been completed, and the project is in the permitting phase.

HIGHLIGHTS:

COMPLETED: Design completed;
in permitting phase

REFERENCE:

**Ms. Tammy Good, PMP, MSCM,
CGC, LEED AP
CIP Manager
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
(954) 786-5512
Tammy.Good@copbfl.com**



City of Pompano Beach, FL Kendall Lake Neighborhood Drainage Improvements

The City of Pompano Beach implemented projects associated with the Stormwater Master Plan. As part of the Master Plan, Study Area 7 - Kendall Lake Neighborhood was identified as an area which experiences roadway flooding; and the existing lake does not have a positive outfall connection. The neighborhood is located on either side of NW 3rd Avenue between NW 21st Street and NW 16th Street.

Baxter & Woodman reviewed the assumptions made in the Stormwater Master Plan as it relates to the Kendall Lake Neighborhood and developed six (6) alternative designs and re-ran the stormwater model utilizing EPA's Stormwater Management Model (SWMM) computer program. The results and our recommendations were provided to the City for improvements to the Kendall Lake Neighborhood in a preliminary design report (PDR).

Baxter & Woodman then performed detailed design including plans, specifications and cost estimates at 60%, 95% and 100% design phases. Public Outreach services were also included. Permitting services were provided to obtain an Environmental Resource Permit (ERP) and a Surface Water License from Broward County as well as a dewatering permit from the South Florida Water Management District. The ERP approval required special analyses to address water quality in the Pompano Canal which has been designated and an Impaired Water Body.

The design has been completed, and the project is currently in the permitting phase.

HIGHLIGHTS:

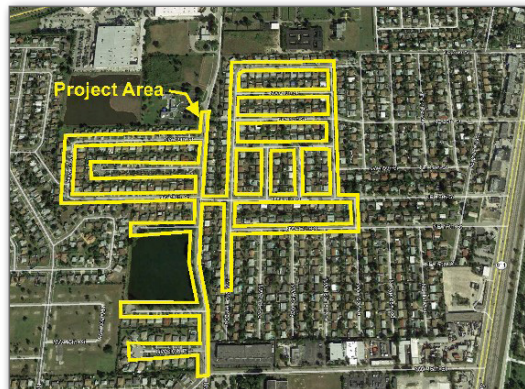
SERVICES:

- Review of study data, improvement recommendations, and discharge options
- Re-run of stormwater modeling
- Preliminary design report
- Topographical survey and geotechnical analysis

COMPLETED: Design completed; in permitting phase

REFERENCE:

Ms. Tammy Good, PMP, MSCM,
CGC, LEED AP
CIP Manager
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
(954) 786-5512
Tammy.Good@copbfl.com



City of Pompano Beach, FL Esquire Lake Drainage Improvements

The City of Pompano Beach selected Baxter & Woodman to prepare a Drainage Preliminary Design Report for the Esquire Lake Neighborhood. The Drainage Preliminary Design Report provided the recommended improvements to the Esquire Lake Neighborhood in order to address roadway flooding and standing water issues after rainfall events in the neighborhood. The Esquire Lake Neighborhood project limits is bounded on the east by Powerline Road, on the west by NW 27th Avenue, on the south by NW 6th Street, and the north by Martin Luther King Boulevard.

Alternative 3B was the recommended drainage alternative since it provides the most overall benefit in terms of roadway flooding. The design of the proposed improvement included installation of new drainage facilities 18"-42" (piping, catch basins, manholes, exfiltration trench, outfalls, etc.) swale grading and sodding, roadway reconstruction and pavement resurfacing, clearing and grubbing, dewatering, MOT, pavement markings and signage, compliance with permit conditions, testing, and all restoration work. The project included installation of 42" diameter drainage pipe within a 12-foot wide drainage easement running between homes. This required careful coordination and monitoring of the construction efforts to ensure a successful installation, to limit the City's liability, and to limit impacts to the adjacent homeowners.

Baxter & Woodman provided engineering design, permitting, bidding, public relations, State Revolving Loan documentation, and construction administration services for this project. The project was completed with a construction cost of \$2,829,223.34.

HIGHLIGHTS:

SERVICES:

- **SRF Support and Davis Bacon Wage Reporting Requirements**
- **Installation of New Drainage Facilities 18"-42"**
- **Roadway Reconstruction**
- **Public Involvement**

STATUS: Completed

REFERENCE:

**Ms. Tammy Good, PMP, MSCM,
CGC, LEED AP
CIP Manager
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
(954) 786-5512
Tammy.Good@copbfl.com**



City of Pompano Beach, FL Wastewater Master Plan

The City of Pompano Beach desired to develop a new Wastewater Master Plan to identify and plan for the necessary improvements required to meet future growth demands on their wastewater Utility System. The City contracted with Baxter & Woodman to develop and prepare the Master Plan. The general scope of the project was to evaluate the existing wastewater utility system (with focus on the wastewater lift stations, force main and transmission system) and to make recommendations for necessary improvements needed to maintain adequate level of service for the anticipated 20-year planning period.

HIGHLIGHTS:

STATUS: Completed

REFERENCE:

Mr. Randolph Brown
Utilities Director
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
954-545-7044
randolph.brown@copbfl.com

Specific tasks completed include the following:

- Evaluate historical data
- Summarize current and future wastewater collection regulatory requirements
- Identify wastewater system goals
- Perform capacity analysis of wastewater system
- Perform asset evaluation and assessment of existing structures and equipment
- Evaluate non-sewered areas
- Evaluate City I&I abatement program
- Project future wastewater flows
- Develop hydraulic model and evaluate future capacity needs
- Develop recommendation of improvements with associated costs and schedule
- Summarize grant opportunities for wastewater system improvements
- Review current wastewater system operations and make recommendations for improvements



City of Pompano Beach, FL Reuse System NE Expansion (Ph. II)

Baxter & Woodman provided the planning, design, and construction services for the expansion of the City's reuse water transmission and distribution system.

The City of Pompano Beach owns and operates a 7.5 mgd reuse water treatment and distribution system that supplies reuse water for irrigation use to golf courses, community parks, commercial properties, City medians, and residential areas. The City also has reuse water large user agreements with the City of Lighthouse Point. The City's reuse water is distributed to the customers through a high pressure piping network system composed of approximately 30 miles of pipes that ranged in size from 4-inch to 30-inch.

The project consisted of furnishing all labor, materials, equipment, and all incidentals and appurtenances to install new reuse water main piping and services. Additionally, the scope included swale grading, sodding, roadway restoration, pavement resurfacing, dewatering, MOT and pavement marking.

The reuse line was designed to be in the roadway. This required pavement trench repair and mill and roadway resurfacing. The roadway south of NE 24th Street is under City of Pompano Beach jurisdiction and the roadway north of NE 24th Street is under the City of Lighthouse Point jurisdiction. We also provided new reclaimed water services and meter boxes.

HIGHLIGHTS:

SERVICES:

- **Planning, design, and construction services**
- **Installation of new reuse water main piping and services**
- **Swale grading**
- **Roadway restoration**

STATUS: Completed

REFERENCE:

Mr. John Sfiropoulos, PE
City Engineer
City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
954-545-7009
John.Sfiropoulos@copbfl.com



City of Pompano Beach, FL

A1A Water Main Improvements

The City of Pompano Beach had an existing 6-inch cast iron water main along SR A1A (from Dow St. to Bay Dr.) and an existing 6-inch cast iron water main along SR A1A from Beacon Street to Bay Drive. These two water mains also connected to the adjacent side streets from Dow Street to Spring Street. The City wanted to replace these two 6-inch cast iron water mains with two new 6-inch PVC C900 (DR 18) water mains. The new water mains would also connect to each side street and these connections would need to be restrained along each side street approximately 60 feet.

The City of Pompano Beach contracted with Baxter & Woodman to provide engineering design, permitting, surveying, geotechnical investigations, utility locates, and bidding services for the A1A Water Main Improvements project.

Project components consist of the following:

- 6-inch water main along SR A1A (from Dow Street to Bay Drive); approximately 2,500 ft.
- 6-inch water main along SR A1A (from Beacon Street to Bay Drive); approximately 1,500 ft.
- Decommission (i.e. abandon and grout) both 6-inch water mains along SR A1A.
- Connections will be made to the existing 12-inch water main at Dow Street and the existing 12-inch water main at Bay Drive, along with all the side streets in the project area.
- New water services will be installed to the existing meter boxes in the project area.
- Based on locations of existing underground utilities, the water main will be either installed in the grass areas or in the roadway.
- Fire hydrants and gate valves will be provided as required.

HIGHLIGHTS:

SERVICES:

- Two new 6-inch PVC C900 (DR 18) water mains
- Side street connections and restrained
- Engineering design, permitting, surveying, geotechnical investigations, utility locates, and bidding services
- Decommission of water mains

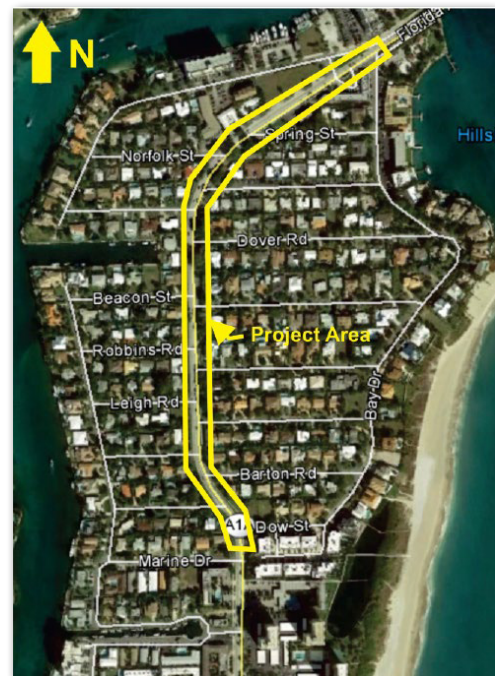
STATUS: Completed

REFERENCE:

Mr. John Sfiropoulos, PE
City Engineer

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
954-545-7009

John.Sfiropoulos@copbfl.com



REFERENCES

Over 98 percent of our work is performed for repeat Clients! This high percentage demonstrates our ability to provide exceptional service to clients on a continual basis. We encourage the City of Pompano Beach to reach out to our references listed below.

Organization Name: City of Lauderdale-By-The-Sea
Contact Name: Mr. Kenneth Rubach, Public Works Director
Email Address: kenr@lbts-fl.gov
Address: 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308
Telephone: 954-640-4200
Summary of Similar Projects: Roadway, Drainage, Sanitary Sewer Design Engineering Services, Data Collection/ADA Compliance Inventory and Inspection, and more

Organization Name: Town of Lake Park
Contact Name: Mr. Mitch Abdelmessih, MS-CM, CEI, Project Manager–Public Works Department
Email Address: mabdelmessih@lakeparkflorida.gov
Address: 535 Park Avenue, Lake Park, FL 33403
Telephone: 561-881-3347
Summary of Similar Projects: Drainage System Design

Organization Name: City of Boynton Beach
Contact Name: Ms. Paola Mendoza, Associate Engineer
Email Address: MedzonaP@bbfl.us
Address: 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426
Telephone: 561-742-6266
Summary of Similar Projects: Roadway Design Engineering, Grant Funding Assistance, Traffic Study, Drainage Improvement Design, and more

Organization Name: Town of Lantana
Contact Name: Ms. Deborah Manzo, Town Manager
Email Address: dmanzo@lantana.org
Address: 500 Greynolds Circle, Lantana, FL 33462
Telephone: 561-540-5004
Summary of Similar Projects: Various Engineering Services as Town Engineer, Water Supply Facilities Work Plan, Construction Administration Services

Organization Name: City of Delray Beach
Contact Name: Mr. Victor Majtenyi, Deputy Director of Public Works
Email Address: majtenyi@mydelraybeach.com
Address: 434 South Swinton Ave., Delray Beach, FL 33444
Telephone: 561-243-7328
Summary of Similar Projects: Water/Wastewater Engineering Services, Roadway Design Engineering, Hydraulic Modeling, CEI Services, and more

Organization Name: City of Lake Worth Beach
Contact Name: Mr. Felipe Lofaso, Assistant Public Services Director
Email Address: flofaso@lakeworthbeachfl.gov
Address: 1749 3rd Ave. South, Lake Worth Beach, FL 33460
Telephone: 561-586-1720
Summary of Similar Projects: Roadway Design Engineering, Construction Administration Services, Public Outreach, Permitting, and more

Organization Name: Village of Plainfield, IL
Contact Name: Mr. Allen Persons, Director of Public Works
Email Address: apersons@goplainfield.com
Address: 14400 Coil Plus Dr., Plainfield, IL 60544
Telephone: 815-436-3577
Summary of Similar Projects: PACE Park-n-Ride Facility Design Engineering, Construction Administration Services, Water Model and Master Plan, Sewer and Water Main Design Engineering, and more

Organization Name: Village of Jackson, WI
Contact Name: Mr. Brian Kober, Director of Public Works/Village Engineer
Email Address: dirpubwks@villageofjackson.com
Address: N168 W20733 Main Street, Jackson, WI
Telephone: 262-677-9001
Summary of Similar Projects: Park-n-Ride Commuter Lot Design Engineering, Grant Funding Assistance

Organization Name: City of Wilton Manors
Contact Name: Ms. Pennie Zuercher, Finance Director
Email Address: pzuercher@wiltonmanors.com
Address: 2020 Wilton Drive, Wilton Manors, FL 33305
Telephone: 954-390-2199
Summary of Similar Projects: Utility Master Plan

Organization Name: City of Gulf Stream
Contact Name: Mr. Greg Dunham, Town Manager
Email Address: gdunham@gulf-stream.org
Address: 100 Sea Road, Gulf Stream, FL 33483
Telephone: 561-455-3188
Summary of Similar Projects: Wastewater Feasibility Study Update, Water Main Improvement Design Engineering, Septic to Sewer Study

Organization Name: Loxahatchee River District
Contact Name: Mr. Kris Dean, PE, Deputy Executive Director/Director of Engineering
Email Address: kris.dean@loxahatcheeriver.org
Address: 2500 Jupiter Park Drive, Jupiter FL 33458
Telephone: 561-747-5700 ext.110
Summary of Similar Projects: Gravity Sewer System Design Engineering, Surveying Services, Lift Station Rehabilitation Design, and more

Organization Name: Palm Beach County Water Utilities District
Contact Name: Mr. Henry Melendez, Palm Beach County
Email Address: hmelendez@pbcwater.com
Address: PO Box 16097, West Palm Beach, FL 33416
Telephone: 561-355-3623
Summary of Similar Projects: Repump Station Design Engineering, Permitting, Treatment Distribution System Improvements, Water Quality Improvements Design, and more

Organization Name: City of Boca Raton
Contact Name: Ms. Talia Garcia, Engineering Manager
Email Address: tgarcia@myboca.us
Address: 1401 Glades Road, Boca Raton, Florida 33431
Telephone: 561-393-7700
Summary of Similar Projects: System-Wide Hydraulic Model, Infrastructure Design Engineering Services, Lift Station Rehabilitation Design, Reclaimed Water Main System Improvements, and more

More detailed descriptions of the services provided for the references above are included in the Statement of Skills and Experience of Project Team section.



TAB 5: Project Team Form



PROJECT TEAM FORM

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

PROJECT TEAM

SOLICITATION NUMBER T-28-20

Federal I.D.# 36-2845242

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Rebecca Travis, PE, ENV SP</u>	<u>36</u>	<u>B.S., Civil Engineering, Iowa State University</u>
Project Manager	<u>Mark Dachsteiner, PE</u>	<u>33</u>	<u>B.S., Mining Engineering, Southern Illinois University</u>
Asst. Project Manager (Structural/Building/Mechanical)	<u>Richard Chipman, CGC</u>	<u>37</u>	<u>B.S., Construction Law, Auburn University</u>
Asst. Project Manager (Construction/Transportation/Water/Wastewater/Stormwater)	<u>Aaron Cutler, CGC</u>	<u>21</u>	<u>AAS, Civil Engineering Technology, Pensacola Junior College</u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Geotechnical, Structural Inspections, Materials Testing	<u>QuEST Engineering Services & Testing, Inc.</u> <u>2737 NW 19th Street, Pompano Beach, FL, 33069</u>	<u>R. N. Sailappan, P.E</u>
Landscaping	<u>Wayne Villavaso Landscape Architecture</u> <u>268 Flamingo Drive West Palm Beach, FL 33401</u>	<u>Wayne Villavaso</u>
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

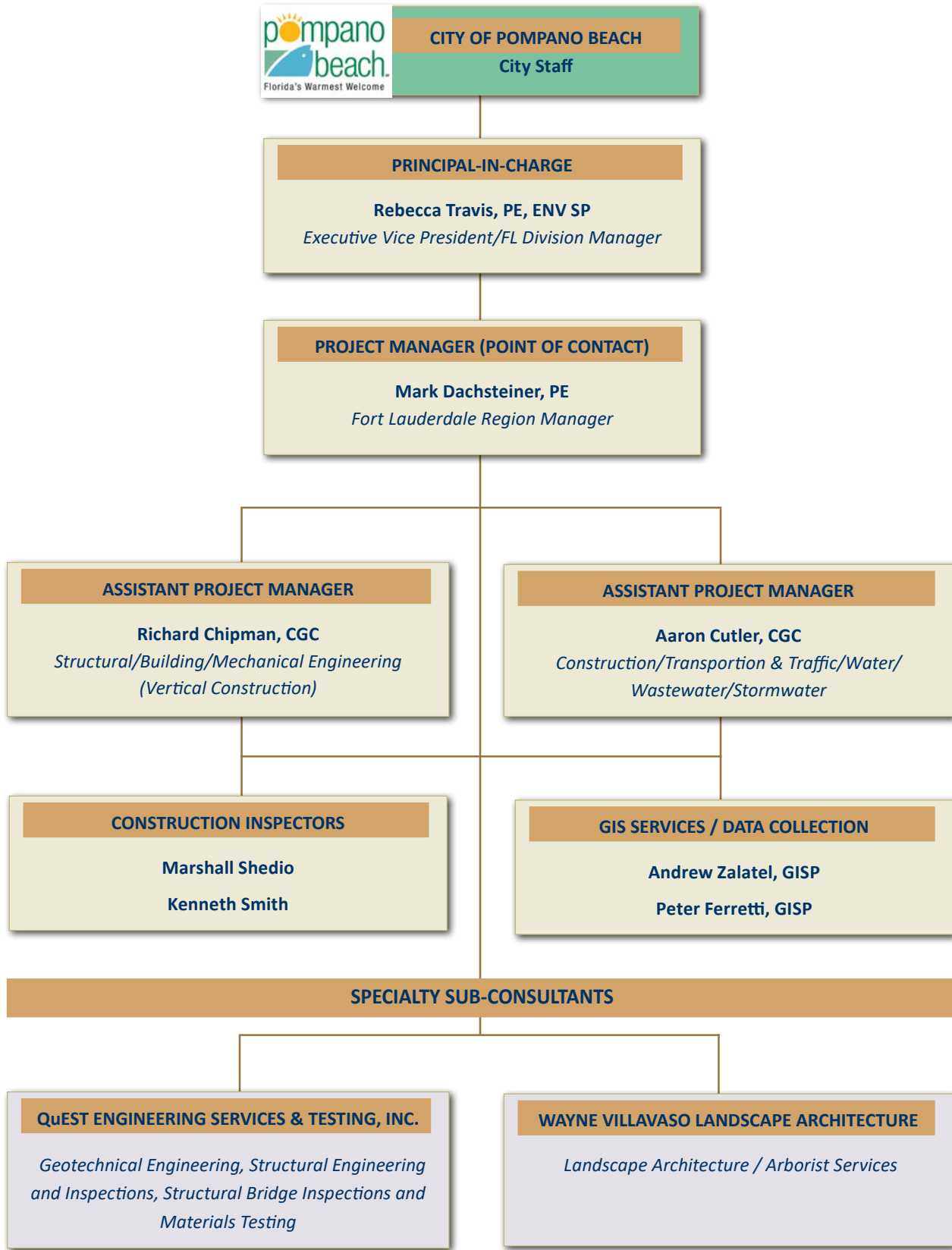


TAB 6

Organizational Chart



ORGANIZATIONAL CHART





TAB 7

Statement of Skills & Experience of Project Team



STATEMENT OF SKILLS & EXPERIENCE OF PROJECT TEAM

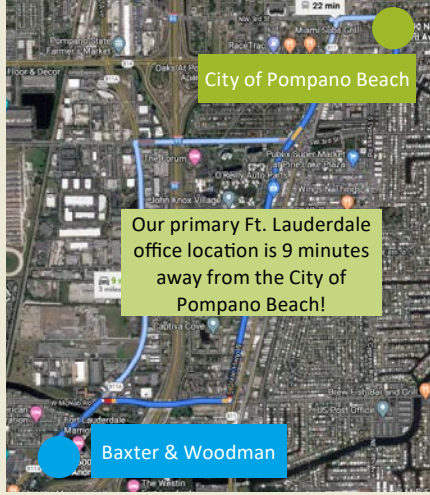
Baxter & Woodman specializes in consulting engineering, surveying, and technology services to municipalities, state agencies and county governments. With this public sector focus, we have developed the staff, resources and training to provide the full range of engineering and construction services required by today's municipalities and public agencies.

The firm's work force totals 280+ talented individuals made up of sanitary, civil, transportation, mechanical, structural, electrical, computer, and environmental engineers. The engineering staff is supported by trained technicians, licensed water and wastewater operators, licensed electricians, registered surveyors, GIS/GPS analysts, CAD operators, construction inspectors, and administrative assistants.

The firm is headquartered in Crystal Lake, Illinois. Regional offices are located in:

- Fort Lauderdale, FL
- West Palm Beach, FL
- Key West, FL
- Orlando, FL
- Chicago, IL
- Mokena, IL
- DeKalb, IL
- Peoria, IL
- Naperville, IL
- Burlington, WI
- Madison, WI
- Milwaukee, WI

PRIMARY OFFICE LOCATION



Our primary Ft. Lauderdale office location is 9 minutes away from the City of Pompano Beach!

Baxter & Woodman

**6600 North Andrews Ave., Suite 100
Fort Lauderdale, FL 33309**

**Main Point of Contact:
Rebecca Travis, PE, ENV SP
561-425-7715
rtravis@baxterwoodman.com**



State of Florida Department of State

I certify from the records of this office that BAXTER & WOODMAN, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 2, 2016.

The document number of this corporation is F16000002059.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 15, 2020, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2020*



Randy Bee
Secretary of State

Tracking Number: 9836844798CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BAXTER & WOODMAN, INC.
 MATHEWS CONSULTING A BAXTER & WOODMAN COMPANY
 8678 RIDGEFIELD ROAD
 CRYSTAL LAKE IL 60012

LICENSE NUMBER: CA31795

EXPIRATION DATE: FEBRUARY 28, 2021
 Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: LOUIS DOMINIC HAUSSMANN **Receipt #:** 315-283919
Business Name: LOUIS DOMINIC HAUSSMANN **Business Type:** ENGINEER (ENGINEER)

Owner Name: BAXTER & WOODMAN INC **Business Opened:** 05/08/2017
Business Location: 6600 N ANDREWS AVE STE 100 **State/Country/Cert/Reg:** 81515
 FT LAUDERDALE **Exemption Code:**

Business Phone: 5616554125

Rooms Seats Employees Machines Professionals
 3

Number of Machines:		For Vending Business Only				
		Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	3.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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

WHEN VALIDATED

Mailing Address:
 BAXTER & WOODMAN INC **Receipt #10A-18-00000825**
 6600 N ANDREWS AVE STE 100 **Paid 09/23/2019 33.00**
 FORT LAUDERDALE, FL 33309

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

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Number of Machines:		For Vending Business Only				
		Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	3.00	0.00	0.00	0.00	0.00	33.00

Signature **Receipt #10A-18-00000825**
Paid 09/23/2019 33.00




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

License No.: **LB8175**
 Expiration Date: February 28, 2021

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

BAXTER & WOODMAN, INC.
 477 S ROSEMARY AVE STE 330
 WEST PALM BEACH, FL 33401-5798


 NICOLE "NIKKI" FRIED
 COMMISSIONER OF AGRICULTURE

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

COMMITTED PROJECT PARTNERS

Our Project Team offers compatible backgrounds, capabilities, and philosophies consistent with the City's needs and requirements. We have established team member roles and responsibilities utilizing the following guidelines:

- Assignment and dedication of experienced project managers of each firm to specific work task(s). The project manager of each firm will be responsible for leading and performing the work.
- Best available technical expertise to ensure project quality.
- Extensive team experience on similar projects.

We have complimented our services for this Contract with the following Key Team Members to serve you on this assignment. A brief description and a summary table of our Team Participation is provided below:

QuEST Engineering (Structural Inspection and Environmental Studies) is included on the team to provide Phase 1 and other environmental studies as well as provide structural field inspections during construction. Their offices are located in the City of Pompano Beach and are a minority-owned business.

Wayne Villavaso Landscape Architecture (Landscape Architecture and Arborist Services), WVLA has teamed with us over many years and provided arborist and landscape design services on a number of Pompano Beach projects. Wayne's firm brings to the team his experience in landscape and irrigation design for many types of municipal projects such as parking lots and parks. Wayne provides services for tree valuation and mitigation replacement estimates and holds a membership in ISA CSID (Membership#: 273220).

LOCAL & M/WBE PARTICIPATION

Baxter & Woodman fully supports the City's goal for including local and minority-owned business enterprises in the engineering services procurement process. We realize the benefits of providing local and minority businesses the opportunity to participate in larger and economically strong projects for the City. For this submittal, in addition to our Fort Lauderdale office location, we propose to provide 20% of the work to QuEST Engineering Services & Testing, Inc. (a City of Pompano Beach business and MBE firm) with these commitments:

FIRM	LOCAL & M/WBE	% PARTICIPATION
QuEST Engineering	Local (Pompano Beach, Broward County) and MBE	20%
TOTAL LOCAL PARTICIPATION - POMPANO BEACH		20%
TOTAL MBE PARTICIPATION		20%

Our team's primary goal is to provide the City with an experienced, cost effective, responsive and accessible team that will help you improve and develop the best possible infrastructure to serve the City residents, while meeting your technical, budget, and schedule needs.

CEI SERVICES SIMILAR EXPERIENCE

Baxter & Woodman regularly provides construction services on projects designed by outside consultants. Coordinating with the design consultant is key during construction. We have strong working relationship with numerous consultants from our history of overseeing construction projects designed by other firms. A summary of this recent experience is included below:

		DESIGNED BY ANOTHER FIRM	MANAGED BY BAXTER & WOODMAN	PUBLIC INVOLVEMENT
Boynton Beach, FL	Central Seacrest Corridor Utility Improvements <i>Designed by CH2MHill</i>	●	●	●
Boynton Beach, FL	Southeast 4th Street Utility Improvements <i>Designed by PBS&J</i>	●	●	●
Boynton Beach, FL	Lake Boynton Estates Utility Improvements <i>Designed by URS</i>	●	●	●
Boynton Beach, FL	Pence Park Lift Station Improvements <i>Designed by Wantman Group</i>	●	●	●
Boynton Beach, FL	SE Federal Highway Water Main Improvements <i>Designed by PBS&J</i>	●	●	●
Boynton Beach, FL	SE 4th Street Neighborhood Improvements <i>Designed by PBS&J</i>	●	●	●
Boynton Beach, FL	Pence Park Lift Station Upgrades <i>Designed by Wantman Group</i>	●	●	●
Delray Beach, FL	Seacrest NE 2nd Avenue LAP Project, Phase 0 <i>Designed by Wantman Group</i>	●	●	●
Delray Beach, FL	Seacrest NE 2nd Avenue LAP Project, Phase 2 <i>Designed by Wantman Group</i>	●	●	●
Delray Beach, FL	Seacrest NE 2nd Avenue LAP Project, Phase 3 <i>Designed by Wantman Group</i>	●	●	●
Delray Beach, FL	Alleyway Improvements Block 63 & 17 <i>Designed by Wantman Group</i>	●	●	●
Delray Beach, FL	Beach Master Plan Project Phase 2 <i>Designed by Kimley-Horn, EDSA</i>	●	●	●
Delray Beach, FL	CRA Alleyway Block #63 and Block #17 Improvements <i>Designed by Wantman Group</i>	●	●	●
Town of Palm Beach, FL	Pump Station Improvements <i>Designed by AECOM</i>	●	●	●
Lake Worth, FL	Neighborhood Road Program Project <i>Designed by Kimley-Horn</i>	●	●	●
Lake Worth, FL	Park of Commerce - Owner's Representative <i>Designed by Mock Roos</i>	●	●	●
Florida Keys Aqueduct Authority, FL	Cudjoe Regional Wastewater System Outer Islands Low Pressures Sewer Services <i>Designed by Chen Moore & Associates</i>	●	●	●
Florida Keys Aqueduct Authority, FL	Cudjoe Regional Wastewater System Inner Islands <i>Designed by CH2M Hill</i>	●	●	●
Florida Keys Aqueduct Authority, FL	Boca Chica WWTP Upgrades <i>Designed by Chen Moore & Associates</i>	●	●	●
West Palm Beach, FL	Spencer Drive Sewer Upgrades <i>Designed by Miller Legg</i>	●	●	●

City of Boynton Beach, FL**Construction Management Services Projects:**

- **Central Seacrest Corridor Utility Improvements**
- **Lake Boynton Estates Utility Improvements**
- **Pence Park Regional Lift Station Upgrades**

Baxter & Woodman completed three separate construction projects during this assignment

- Project No. 1 was the Central Seacrest Corridor Utility Improvements which included water main and stormwater improvements. Construction was divided into 2 phases of 18 months each.
- Project No. 2 was the Lake Boynton Estates Utility Improvements which consisted of water main improvements. The improvements were within an area by NW 1st Avenue on the north, the CSX railroad tracks on the east, by SW 4th Avenue on the south, and at the western ends of SW 1st Court, West Ocean and NW 1st Avenue on the west. Construction duration was 12 months.
- Project No. 3 was the Regional Lift Station at Pence Park project which included a new regional wastewater lift station. The new lift station intercepted the existing sanitary sewer gravity line on SE 6th Avenue and pumped the wastewater to the South Central Regional Wastewater Treatment Plant. Construction duration was 9 months.

HIGHLIGHTS:

STATUS: Completed 2019

BID COSTS:

Central Seacrest Corridor:

\$8,142,973.50

Lake Boynton Estates:

\$1,513,874.45

Pence Park Regional Lift Station:

\$1,078,074.62

FINAL COSTS:

Central Seacrest Corridor:

\$8,789,825.89

Lake Boynton Estates:

\$1,652,231.81

Pence Park Regional Lift Station:

\$1,237,089.09

REFERENCE:

Mr. Christopher Roschek

Engineering Manager

City of Boynton Beach

124 E. Woolbright Rd

Boynton Beach, FL 33425-0310

561-742-6413

roschekc@bbfl.us



City of Boynton Beach, FL**Construction Management Services Projects:**

- **SE Federal Highway Corridor Infrastructure Improvements**
- **SE 4th Street Infrastructure Improvements**

The City of Boynton Beach previously contracted with PBS&J for design, permitting and bidding services related to neighborhood improvements (water, sewer, stormwater, reclaimed water and roadway reconstruction) for the area along the southeastern corridor of Federal Highway (US1). The project was broken into two separate projects:

1. SE Federal Highway Corridor Infrastructure Improvements

- Bid Price: \$598,455
- Duration: 4 months

2. SE 4th Street Infrastructure Improvements

- Bid Price: \$2,241,861
- Duration: 10 months

The City selected Baxter & Woodman to provide the following Construction Management Services (construction administration and resident inspection services) for the project:

- Pre-construction Conference(s)
- Submittal Reviews
- Bi-weekly Meetings
- Pay Estimate Reviews
- Construction Schedule Reviews
- Construction Clarifications
- Construction Change Orders
- Resident Inspections
- Certification of Completion

**HIGHLIGHTS:**

STATUS: Completed 2010

BID COSTS:

SE Federal: \$598,455.00

SE 4th St.: \$2,241,861.00

REFERENCE:

Mr. Christopher Roschek

Engineering Manager

City of Boynton Beach

124 E. Woolbright Rd

Boynton Beach, FL 33425-0310

561-742-6413

roschekc@bbfl.us

City of Delray Beach, FL**CEI Services for Seacrest Boulevard/NE 22nd Boulevard to Gulf Stream Boulevard Phase III**

Baxter & Woodman is currently providing engineering and construction services for the final phase (Phase 3 - NE 22nd St. to Gulfstream Boulevard) for the Seacrest Blvd. Beautification project. The City's goals for this project include beautifying the City right of way streetscape, traffic calming by reducing travel lane width and adding clear delineation of bike lanes, and increased use of NE 2nd Ave./Seacrest Blvd. for pedestrians and bicyclists.

Major components in the project scope include reduction in travel lane width, sidewalks, dedicated bike lanes, pedestrian crosswalks and public outreach to the community. Construction for this project will begin in October 2019, with final completion (180 days) in March 2020.

HIGHLIGHTS:**STATUS: Completed****ORIGINAL BID AMOUNT:
\$1,855,989.01****FINAL COST: Under Construction****REFERENCE:****Mr. Isaac Kovner, PE****Principal Engineer****City of Delray Beach****434 S. Swinton Avenue****Delray Beach, Florida 33444****(561) 243-7322****(561) 243-7060 (Fax)****kovener@mydelraybeach.com**

City of Delray Beach, FL CEI Services for Beach Master Plan Improvements

Baxter & Woodman provided construction administration and inspection services for the installation of beach pedestrian lighting for the beach promenade, and intersection improvements focusing on pedestrian roadway crosswalks along South Ocean Boulevard.

Project elements included:

- Atlantic Avenue and SR A1A intersection improvements
- Pedestrian crossing improvements
- ADA-compliant crosswalks
- Dune deterrent fencing
- Beach walkway improvements
- Turtle-friendly beach lighting
- Public outreach program, including a project-specific website, Twitter and Facebook pages, and public meetings
- Coordination with FDOT, FDEP/FWC, and multiple design engineers

HIGHLIGHTS:

STATUS: Completed

**ORIGINAL BID AMOUNT:
\$2,887,156.39**

**FINAL CONTRACT AMOUNT:
\$2,496,763.64**

REFERENCE:

Mr. Isaac Kovner, PE
Principal Engineer
City of Delray Beach
434 S. Swinton Avenue
Delray Beach, Florida 33444
(561) 243-7322
(561) 243-7060 (Fax)
kovener@mydelraybeach.com

Construction of the project was completed in January 2020.



City of Delray Beach, FL CEI Services Block 17 & Block 63 Alley Improvements

The unimproved and poorly maintained alleyways in Block 63 and Block 17 were identified in the adopted CRA as a contributing factor to the blighted appearance and poor traffic circulation within the area. Recommendations include paving the alleys within the neighborhood to provide better access to parking for the adjacent residential properties. Additionally, this project includes approximately 650 linear feet of 8-inch PVC gravity sanitary sewer main which was necessary because of the condition of the existing Vitrified Clay Pipe (VCP) located within the Block 63 right of way between SW 2nd Street and SW 3rd Street. The Block 17 alley is located between NW 3rd Street and Lake Ida Road, and between NW 6th Avenue and NW 5th Avenue.

HIGHLIGHTS:

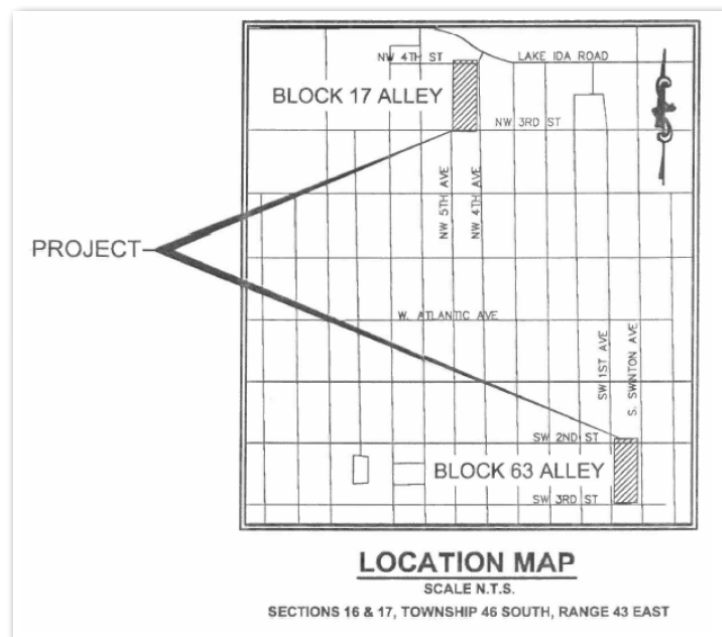
STATUS: In Progress

COST: TBD

REFERENCE:

Mr. Victor Majtenyi
Deputy Director of Public Utilities
City of Delray Beach
434 S. Swinton Avenue
Delray Beach, Florida 33444
(561) 243-7328
(561) 243-7060 (Fax)
majtenyi@mydelraybeach.com

Baxter & Woodman has consistently performed successful CEI services for the City and B&W inspectors work well with City staff. Inspectors and personnel have historically been proactive and knowledgeable on previous City projects. Baxter & Woodman's project scope includes public outreach meetings to provide updates on the construction progress on a routine basis; a preconstruction conference; submittal reviews; bi-weekly meetings; testing and certification of construction completion; and record drawings for the construction of the Block 63/17 alleys.



Town of Lantana, FL Lantana Sports Facility

The Town of Lantana has contracted with Baxter & Woodman to provide design, permitting and construction services for the Lantana Sports Facility.

Due to the sale of the property where the current sports fields reside, the Town is building new facilities on the adjacent 11 acre site consisting of three (3) lighted baseball fields, two (2) lighted soccer fields, concession/restroom building, batting cages, parking lot, water, sewer, paving, grading, drainage, landscape and irrigation. The project services include site clearing, tree mitigation and gopher tortoise survey and relocation to the adjacent gopher tortoise preserve area.

The project budget is very tight and is funded solely by State grant monies and developer agreement funds. The State funding is further restricted by the schedule of completion. Baxter & Woodman assisted the Town with the required information reporting for the grant.

Baxter & Woodman and their design team is providing site civil, sports lighting, MEP, and sports field engineering design services; architectural, landscape and irrigation design services; surveying; permitting; coordination with FPL; bidding and construction administration and inspection services for the complete project development.

Bids were received on April 9, 2015 and the low bid price was \$2,983,487. Construction of the project has been completed.



HIGHLIGHTS:

SERVICES:

- Sports Field Engineering Design Services
- Grant Assistance

STATUS: Completed

CONSTRUCTION COST: \$2,983,487

REFERENCE:
Ms. Deborah Manzo
Town Manager
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
561-540-5004
dmanzo@lantana.org



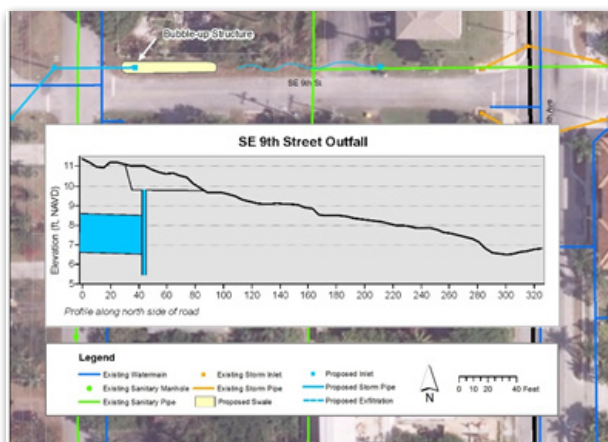
City of Delray Beach, FL Osceola Neighborhood Improvements

The City of Delray Beach contracted with Baxter & Woodman to improve the roadways and infrastructure within the Osceola Neighborhood including approximately five miles of roads and alleyways within an older established area of the City. The project is located on a coastal ridge characterized with well drained soils. However, development of streets and homes have altered the natural drainage patterns and resulted in several areas of trapped runoff.

Drainage problems were identified by performing a GIS ponding assessment of LiDAR information and by performing hydrologic and hydraulic modeling using Inter-connected Ponding Routing (ICPR4) model. The results compared favorably with residents' accounts.

The City directed Baxter & Woodman to minimize the use of swales within the project area because of residents' penchant to park along the road and fill in the swales. The City also requested that new drainage infrastructure be minimized to save costs. Baxter & Woodman responded by taking advantage of the geology and topography of the area and designing exfiltration systems located in key areas intended to eliminate flooding, provide water quality, and restore flow patterns by utilizing bubble-up structures where pre-development runoff normally discharged.

The design was completed in 2019 and is currently in construction.



HIGHLIGHTS:

SERVICES:

- Roadway and Infrastructure Improvements
- Hydraulic Modeling (ICPR4)

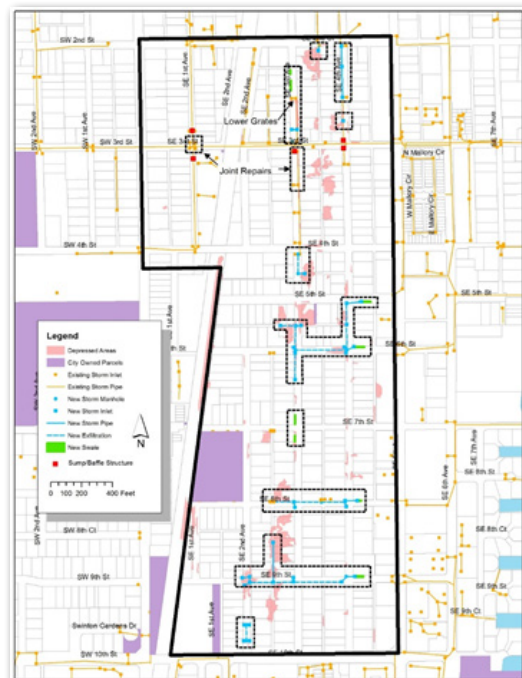
STATUS: In Construction

**ORIGINAL BID AMOUNT:
\$4,056,327.00**

FINAL COST: In Construction

REFERENCE:

**Ms. Begona Krane,
Project Engineer
City of Delray Beach
Environmental Services
434 S. Swinton Avenue
Delray Beach, Florida 33444
(561) 243-7000
krane@mydelraybeach.com**



Town of Lauderdale-By-The-Sea, FL Sidewalk Ramp/ADA Compliance Inventory

The Town of Lauderdale-By-The-Sea has requested Baxter & Woodman perform a Town-wide inventory and review of the sidewalk connections at street intersections and determine whether the connections are compliant with the Federal Americans with Disabilities Act (ADA).

An inventory of sidewalk connections was conducted in the field. The primary focus was along Bougainvillea Drive, Seagrape Drive, and Poinciana Street, but included all Town-owned and maintained sidewalk connections at street intersections within the Town limits. Ocean Dr. (SRA1A) and Commercial Boulevard rights-of-way were not included in this inventory as these are State owned roads. The figure below shows the project location map with identification numbers of all sidewalk connections included in this inventory.

The inspection of the curb ramps included measuring the sidewalk width with a tape measure, recording the cross and longitudinal slopes using a 'smart level', taking a photo of the ramp, and noting if there was an existing detectable warning and if the surface was uneven. Each curb ramp was denoted by street intersection and given a unique identification number. The field data was collected and incorporated in ArcGIS to provide an interactive online map to the Town where all recorded information on each curb ramp location is stored by location.

HIGHLIGHTS:

SERVICES:

- ADA Compliance Inventory
- Data Collection

STATUS: Completed

**INITIAL COST: \$14,980.00
(Engineer's Estimate)**

FINAL COST: Not Bid to Date

REFERENCE:

**Mr. Kenneth Rubach
Public Works Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
954-640-4200
kenr@lbts-fl.gov**



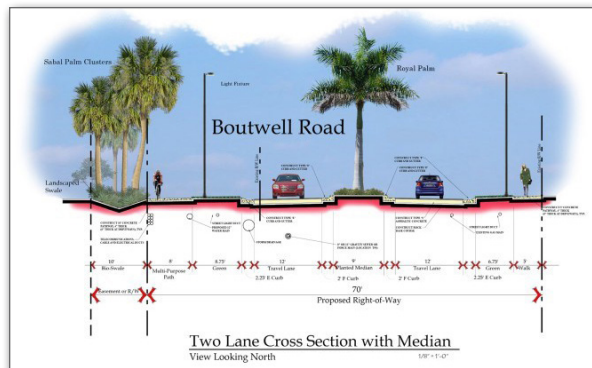
City of Lake Worth Beach, FL

Owner's Representative for Park of Commerce - Phase I

The City of Lake Worth selected Baxter & Woodman to serve as the Owner's Representative for Phase I of the multi-phased redevelopment of the 393-acre industrial park, which will ultimately house an estimated 750,000 square feet of commercial space and 2,250,000 square feet of light industrial and office space. The project is located in central Palm Beach County and is bounded by 10th Avenue to the north, Lake Worth Road to the south, I-95 to the East, and the E-4 Canal to the west. The infrastructure improvements consist of roadway redevelopment and utility upgrades for drainage, potable water, sanitary sewer, fire protection, electric supply, telecommunications, landscaping, and street lighting.

Phase I of the Park of Commerce Infrastructure Improvements originally included upgrading Boutwell Road from 10th Avenue North to Lake Worth Road, including intersection improvements at 10th, 7th, 4th, and 10th Avenues North and Joyce Avenue. Based on the available EDA Grant Funding, the project has been divided into Phase 1A and Phase 1B. Phase 1A includes upgrading Boutwell Road from 10th Avenue North to Joyce Avenue, and will also include Joyce Avenue and extending water and sewer improvements along Boutwell Road from Joyce Avenue to 4th Avenue North.

Baxter & Woodman is providing Overall Comprehensive Project Management, assisting with Right-of-Way Acquisitions, assisting with undergrounding of Electrical/Telephone/Cable TV, Public Outreach, Engineering Design Review, EDA Grant Assistance, Bidding Services, Construction Management, and Resident Project Representative Services for project.



HIGHLIGHTS:

STATUS: Completed

INITIAL COST: \$5,579,190.00
(Original Bid)

FINAL COST: \$5,666,259.00 (Final Contract Amount) Includes owner requested COs and LDs.

REFERENCE:

Mr. Brian Shields, PE
Water Utilities Director
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
(561) 352-3812
Fax: N/A
bshields@lakeworth.org

Florida Keys Aqueduct Authority Boca Chica Transmission Water Main Upgrades

The Florida Keys Aqueduct Authority (FKAA) owns and operates a 24-inch diameter water transmission main that carries potable water from the middle keys to the lower keys and the City of Key West. As much as 10 mgd can pass through this transmission main on a peak day with a working pressure of 80 psi. This transmission main must be maintained in daily service with shut down durations of 12 hours maximum throughout the transmission line replacement project.

Baxter & Woodman was part of a Design/Build Team for the replacement of approximately 2,639 linear feet of 24-inch steel potable transmission water main. Each pipeline segment spans 62 feet and was bridge-supported using stainless steel pipe support assemblies. The project is located at the Boca Chica Bridge (Mile Marker 6). In general, the work included removing the existing pipeline and replacing it with a new steel pipeline using the existing support brackets, which was completed through a series of FKAA planned water system shut-downs.

Baxter & Woodman was responsible for final design, permitting and construction services, including coordination with the Design/Build Contractor.

The project has been completed. The total design/build cost was \$1,125,782. FKAA direct purchased the piping for \$491,022. The total project cost was \$1,616,804.



HIGHLIGHTS:

STATUS: Completed 2011

**INITIAL COST: \$1,125,782.00
(Design/Build Cost)**

FINAL COST: \$1,616,804 (Project Cost)

REFERENCE:

**Ms. Jolynn Reynolds, P.E.
Manager of Engineering
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33041
(305) 296-2454
(305) 294-5683 (Fax)**

Florida Keys Aqueduct Authority Central Cudjoe Regional Wastewater Collection System

Baxter & Woodman provided engineering services for the design and permitting of a wastewater conveyance system for the Central Cudjoe Regional Wastewater Collection System Inner Islands that combined various wastewater collection system technologies for a "hybrid" system consisting of a combination of one conventional gravity sewer systems to serve densely populated areas, and two low pressure sewer systems to serve the less dense and outer/hard to reach areas.

The Inner Islands (Upper Sugarloaf Key, Cudjoe Key and Summerland Key) are located between Mile Markers 20 and 25. The infrastructure improvements included:

- 583 low pressure pump stations
- 26 submersible lift stations
- 132,180 feet of force main
- 72,390 feet of gravity sewers
- 260 sanitary manholes

Design components of the project included the following:

- Complete aerial survey of project area
- Conduct soil investigation of project area
- Obtain underground utility soft-dig data
- Develop wastewater system hydraulic model
- Review environmental constraints in project area (i.e. wetlands)
- Prepare detailed plan & profile design drawings
- Prepare lift station mechanical & electrical design
- Prepare low pressure/grinder pump stations mechanical & electrical design elements
- Prepare & process permit applications to FDEP & FDOT
- Prepare technical specifications
- Prepare cost estimates



HIGHLIGHTS:

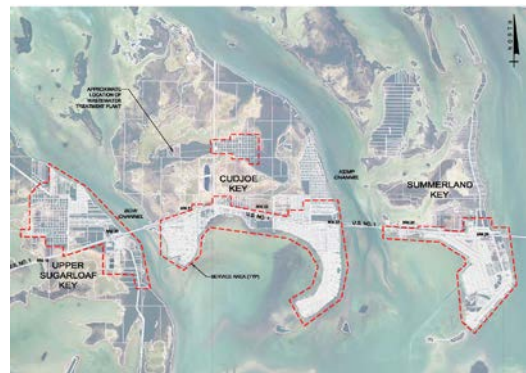
STATUS: Completed 2009

INITIAL COST: \$37,300,000

**FINAL COST: \$33,000,000
(Construction Cost)**

REFERENCE:

**Ms. Jolynn Reynolds, P.E.
Manager of Engineering
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33041
(305) 296-2454
(305) 294-5683 (Fax)
joreynolds@fkaa.com**



City of West Palm Beach Spencer Drive Improvements

Baxter & Woodman provided construction engineering services for the design, permitting, bidding and construction inspection for the potable water and sanitary sewer portion of the Spencer Drive Improvement Project.

The Spencer Drive improvement project includes potable water, sanitary sewer, drainage, roadway realignment, and beautification of the project corridor.

The infrastructure improvements performed by Baxter & Woodman included:

- Replace a 6-inch watermain with a 12-inch DIP watermain
- Replace water services/meters and fire hydrants
- Replace sanitary sewer manholes
- Replace 8" gravity sanitary sewer
- Replace sanitary sewer laterals and clean-outs

Scope of work for the project include the following:

- Collect and review record drawings of project area.
- Conduct soil investigation of project area.
- Prepare detailed plan and profile design drawings.
- Prepare and process permit applications for Palm Beach County Health Department and the Florida Department of Transportation.
- Prepare technical specifications.
- Prepare cost estimates.
- Limited construction inspection services.

The project was bid January 2010. Construction of the project has been completed.



HIGHLIGHTS:

STATUS: Completed 2011

REFERENCE:

Ms. Laura Le, P.E.
Public Utilities Administration
City of West Palm Beach
401 Clematis Street, 4th Floor
West Palm Beach, Florida 33401
561-494-1093
(561) 494-1116 (Fax)
LLe@wpb.org

City of Delray Beach, FL**CEI Services for Seacrest Boulevard/NE 2nd Ave. Beautification Phase II**

The City of Delray Beach contracted with Baxter & Woodman to provide Construction Engineering Inspection Services for Phase 2 of Seacrest Beautification. The NE 2nd Avenue/Seacrest Beautification projects are both City funded and federally funded through the Florida Department of Transportation (FDOT) Local Agency Program. The project evolved into four phases.

The scope of this project will include the following components:

- Reduction in Travel Lane Width
- Sidewalks (6 foot wide concrete)
- Dedicated Bike Lanes
- Crosswalks
- Pedestrian Crosswalk Improvements
- Local Agency Program (LAP) Administration
- LAP Environmental Review

Baxter & Woodman is providing construction administration, resident project representative services, public outreach, and FDOT LAP Coordination for the project.

HIGHLIGHTS:**SERVICES:**

- Construction Engineering
- Inspection Services
- Public Outreach
- FDOT LAP Coordination

STATUS: In Progress

ORIGINAL CONTRACT AMOUNT:

\$1,758,380.67

FINAL CONTRACT AMOUNT:

\$1,739,272.37

REFERENCE:

Mr. Isaac Kovner, PE

Principal Engineer

City of Delray Beach

434 S. Swinton Avenue

Delray Beach, Florida 33444

(561) 243-7322

(561) 243-7060 (Fax)

kovener@mydelraybeach.com



City of Delray Beach, FL**CEI Services for Area 12C Reclaimed System**

The City of Delray Beach has adopted a Reclaimed Water Master Plan, prepared by Baxter & Woodman, October, 2003, which identifies future areas of service for the City's expanding reclaimed water system.

Baxter & Woodman provided construction administration services and full-time inspection services (40 hours/week) for construction of the City's Reclaimed Water Area 12C project. The project area consisted of installation of 5,500 LF of 10-inch reclaimed water main and 4,400 LF of 4-inch reclaimed water main along the streets of Lewis Cove, Brooks Lane, White Drive, Rhodes Villa Avenue, Del Haven Drive, and S.R. A.1.A. (from Linton Boulevard to Casuarina Road).

The project is completed, and was bid with construction cost of \$4,146,270.50

**HIGHLIGHTS:****SERVICES:**

- Construction Engineering
- Inspection Services

STATUS: Completed 2016

CONTRACT BID AMOUNT:

\$4,146,270.50

CONTRACT FINAL AMOUNT:

\$3,883,271.90

REFERENCE:

Ms. Cynthia Fuentes-Busson, PE
Principal Engineer

City of Delray Beach

434 S. Swinton Avenue

Delray Beach, Florida 33444

561-243-7000 Ext 4106

561-243-7060 (Fax)

FuentesC@mydelraybeach.com

City of Delray Beach, FL SW 4th Street, SW 6th Street, SW 7th Street Improvements

The City of Delray Beach hired Baxter & Woodman to improve the roadways (approximately 1.62 miles), paved alleys, sidewalks, swales, driveways, stormwater system, sanitary sewer system and provide street lighting in this residential neighborhood.

Project Components include:

- Topographic survey
- Pavement design
- Paving of unpaved alleys
- Investigating and upgrading existing storm drain pipes, inlets, and manholes
- Investigating and upgrading existing sanitary sewers, manholes, and services
- Sidewalks and swales
- Upgraded pedestrian ramps, sidewalks, and driveways
- Signing and pavement markings
- Lighting - Light Emitting Diode (LED)
- Clean, video, and inspect all sewer and drainage pipes

HIGHLIGHTS:

SERVICES:

- Surveying
- Roadway Improvements

STATUS: Completed 2019

INITIAL COST: \$5,648,785.00

FINAL COST: In Construction

REFERENCE:

Ms. Begona Krane,
Project Engineer
City of Delray Beach
Environmental Services
434 S. Swinton Avenue
Delray Beach, Florida 33444
(561) 243-7000
krane@mydelraybeach.com



City of Lake Worth Beach, FL \$40 Million Neighborhood Street Program - District 2, 4 Years

The City of Lake Worth Beach selected Baxter & Woodman, Inc. to provide engineering design, permitting, public involvement, bidding and construction inspection and administration services for the City of Lake Worth Beach Neighborhood Road Program – District 2.

Baxter & Woodman performed these services for the work required in the northwest quadrant of the City over a 4-year period, funded by a \$40 million bond issue obtained by the City. Pre-design meetings were conducted with the public to identify their concerns and preferences for the type of work to be completed.

Utilizing visual inspection, a determination of the Pavement Condition Index (PCI), and coordination between the required utility and pavement improvements, work was completed on over 41,000 LF of roadway. The design work included various potable water main and stormwater improvements; traffic calming; roadway mill and overlay or reconstruction; curbing; sidewalk improvements for ADA compliance; signing and pavement markings.



HIGHLIGHTS:

SERVICES:

- Engineering Design & Permitting
- Construction Inspections
- Public Outreach

STATUS: Completed

COST:

- District 2, Year 1 Construction Cost = \$1,737,274.83
- District 2, Year 2 Construction Cost = \$1,902,093.57
- District 2, Year 3 Construction Cost = \$1,273,690.38
- District 2, Year 4 Construction Contract Amount = \$2,316,601.39

**TOTAL CONSTRUCTION COST
DISTRICT 2 YEARS 1 – 4 =
\$7,229,660.17**

REFERENCE:

Mr. Felipe Lofaso
Assistant Public Services Director
City of Lake Worth Beach
1749 3rd Ave. South
Lake Worth Beach, Florida 33460
(561) 586-1720
(561) 586-1702 (Fax)
flofaso@lakeworthbeachfl.gov

QuEST Engineering Services & Testing, Inc. - Structural Inspections

2737 NW 19th Street, Pompano Beach, FL, 33069

STATEMENT OF QUALIFICATIONS

Name & Address: Quest Engineering Services & Testing, Inc.
2737 NW 19th Street, Pompano Beach, FL - 33069
Ph (954) 582 9800 Fax (954) 582 9836

Web Site: www.questengg.com

Date of Incorporation: March 12, 1998

Corporation Document No.: P98000023285

Federal EIN: 65-0819921

Engineering License No.: EB-0007954

DUNS No.: 19-969-7033

Broward Occupational Lic. No.: 315-0000580

Pompano Occupational Lic. No.: 08-00048232

Palm Beach County CCNA No.: 1116

CMEC Certification Report No.: 11459

State of Florida: MBE Certified

FL Dept. of Transportation: DBE Certified

Broward County: CBE Certified; DBE Certified

Palm Beach County Schools: MWBE Certified

Services: Construction Materials (Soil, Concrete, Masonry, Asphalt) Testing
Structural Engineering and Special Inspections
Geotechnical Studies and Foundation Design Recommendations
Foundation Installation Inspections & Pile Load Tests
Seismograph (Ground Vibration) Studies
Environmental Site Assessments
Roof Consulting Services
Corrosion & Failure Evaluations
Light Level, Sound Level & Acoustic Emission Studies

QuEST Project Experience

City of Pompano Projects: Structural Mitigation of Various Residences (7)
City of Pompano Beach, FL

Broward County Projects: Broward Water Treatment Plant Pompano Beach, FL
Long Key Park @ Ft. Lauderdale, FL
Interim QAMT for FLL Expansion, Ft. Lauderdale, FL
Sample Road ARV Installations, Pompano Beach, FL
K.C. Wright Building, Ft. Lauderdale, FL
Broward County Main Library, Ft. Lauderdale, FL
Broward Emergency Operations Center, Plantation, FL

QuEST

Roadway Projects:	Access Road from Flamingo Road to Miramar WWTP Pembroke Road/SW 145 Avenue Extension, Miramar, FL
Civil Projects:	Miramar East Water Treatment Plant, Miramar, FL Miramar West Water Treatment Plant, Miramar, FL Miramar Waste Water Treatment Plant, Miramar, FL Hollywood Water Treatment Plant, Hollywood, FL
Aviation Facilities:	Terminal 1 Expansion @ Fort Lauderdale International Airport Learjet Hangar @ Fort Lauderdale International Airport Concourse Throat Expansion @ Ft. Lauderdale International Airport FBO Hangar & Office Bldg. @ Ft. Lauderdale Executive Airport Taxilanes & Apron Expansions, @ Ft. Lauderdale Int'l Airport Terminal 3 / BHS JetBlue, @ Ft. Lauderdale Int'l Airport
Community Facilities:	Sunrise Fire Station #59, Sunrise, FL Church of Jesus Christ - Latter Day Saints, Stuart, FL Shiva-Vishnu Temple, Davie, FL
Parking Garage:	Bank of America Parking Garage, Miami, FL Mirador Mixed Use Parking Garage, Miami Beach, FL One Charter Place Parking Garage, Coral Springs, FL
Hospitality Projects:	Springhill Suites @ Port St. Lucie, FL Comfort Suites @ Davie, FL Best Western @ Clearwater, FL
SF Residential Projects:	Vizcaya Development @ Delray Beach Polo Trace Development @ Delray Beach Palm Cove @ Stuart
Condominium Projects:	Lucerne Lakes Condos @ Lake Worth, FL The Greens @ Gator Trace, Ft. Pierce, FL Seagate Condominiums @ Highland Beach, FL
Educational Facilities:	Jupiter Christian School @ Jupiter, FL Tedder Elementary School @ Pompano Beach, FL Banyan Elementary School @ Sunrise, FL Sun Coast High School, Riviera Beach, FL
Roof Consulting:	Huntington Lakes Condos @ Delray Beach, FL KPC Metals @ Pompano Beach, FL Palm Aire Country Club @ Pompano Beach, FL Oriole Gardens I & II @ Margate, FL
Corrosion & Rehabilitation:	Maison Grande Condominiums @ Miami Beach, FL The Gate Condominiums @ Tamarac, FL Mizner Court Condominiums @ Boca Raton, FL
Sound/Vibration Studies:	Seagate of Highland Beach @ Highland Beach, FL Meadowbrook Elementary School @ Ft. Lauderdale, FL Villa Capri @ Miami Beach, FL Canals C-2 & C-100, SFWMD Project, Miami, FL


QuEST

- Retail Projects:**
- Shoppes at Stirling, Davie, FL
 - Comfort Suites @ Davie, FL
 - Publix Stores @ Tamarac, Lantana, Port St. Lucie, FL
 - Winn Dixie Marketplace @ Miami, Davie, Lake Worth, FL
 - Walgreens Stores @ Pembroke Pines, Davie, Boynton Beach, FL
 - Aberdeen Plaza, Boynton Beach, FL
 - Shops @ Wycliffe, Lakeworth, FL
 - BJ's Wholesale Club Facilities @ Hialeah Gardens, Hollywood, Parkland
 - BJ's Wholesale Club Facilities @ Boynton Beach, Royal Palm Beach
- Infrastructure:**
- Utility Improvements, Surfside, FL
 - Utility Improvements @ Belvedere, West Palm Beach, FL

QuEST

 RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS


THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

QUEST ENGINEERING SERVICES & TESTING INC
2737 NW 19TH ST
POMPANO BEACH FL 33069

LICENSE NUMBER: CA7954

EXPIRATION DATE: FEBRUARY 28, 2021

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Wayne Villavaso Landscape Architecture, Inc. - Landscape Architecture/Arborist

268 Flamingo Drive, West Palm Beach, FL 33401

**WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.****Company Profile**

Over the years, Wayne Villavaso Landscape Architecture, Inc. (WVLA) has been involved in many South Florida projects. Projects in progress or recently completed include the Marina Palms, Dezer Office Tower, West Palm Beach Water Treatment Plant, Wellington's Tennis Facility & Community Center, South Florida Fair Exposition Hall Expansion, Norton Museum of Art, Armory Art Center Youth Facility, Marriott CityPlace, Singer Island Gateway, The Moorings (Lantana Landing), Fire Stations #'s 2, 3, 5, 7 & 8 for the City of West Palm Beach, Colony Preserve, Hamlet on Olde Oyster Bay, Mizner Lakes (Lakes @ Palm Beach), Marina Palms, Phipps Park, Howard Park, Anchorage Park, and the Port of Palm Beach Gateway just to name a few. Streetscapes include State Road A1A on Singer Island, Quadrille Blvd., Rosemary Avenue, Australian Ave., Belvedere Road East of I-95, North Flagler Drive, Northwood Road Palm Beach Lakes Blvd. and Lake Shore Drive. WVLA has also applied successfully for many State & County Grants for various municipalities.

In designing these projects, WVLA coordinates closely with the Client and/or the Agency's Planning & Engineering Staff to meet the project criteria. WVLA has developed specific expertise in mixed use, multi-family, governmental and commercial design, and maintains an excellent working relationship with our Clients and Governmental Agencies.

WVLA's President, Mr. Wayne Villavaso brings more than 42 years of South Florida professional experience to each project. He has been a Florida Registered Landscape Architect and Land Planner since 1981 and worked as a Design/Build Landscape Contractor for 7 years. He is a Registered Landscape Architect in Florida. Formerly, he was registered and worked in North Carolina (2004-2018) and New York (2001-2018). Mr. Villavaso received his Bachelor of Landscape Architecture from Louisiana State University and is a Member of the American Society of Landscape Architects and the Council for Landscape Architect's Board. Wayne Villavaso Landscape Architecture, Inc. is CCNA certified with Palm Beach County and the City of West Palm Beach is certified as a Small Business Enterprise (SBE) with the City of West Palm Beach with an ongoing Five (5) Year Continuing Service Contract. Our firm is pre-qualified and certified as a Small Business as a Consultant with the Florida Department of Transportation.

Mr. Villavaso has worked with owners, developers, designers, and contractors to design and/or install projects throughout Florida and the United States. His sustainable design and on-site construction experience as well as his knowledge of landscape & hardscape material use, availability and costs has served his clients well including the project's present and future needs. WVLA provides tree valuations and maintenance recommendations for pruning, etc..

Mr. Villavaso takes great pride in working closely with his Clients to design for their unique needs within specified budget, while maintaining quality and superior workmanship in the finished project. WVLA focuses on preparing plans that meet the objectives of our client's present & future needs, on schedule and in a very responsive manner.

WVLA's Services Include:

Land Planning

Commercial
Multi Family
Mixed Use

Historic Landscape Renovation/ Restoration
Park and Open Space Planning

Landscape Architecture

Governmental
Commercial
Residential

Streetscape and Transportation Corridors
Grant Writing and Application Submittal

Wayne Villavaso Landscape Architecture, Inc.

268 Flamingo Drive

West Palm Beach, FL 33401

Website: www.WVLAINC.com

Ph. (561) 820-1566

E-Mail: Wayne@WVLAINC.com

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

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

WAYNE VILLAVASO LANDSCAPE ARCHITECTURE, INC.
268 FLAMINGO DR
WEST PALM BEACH FL 33401

LICENSE NUMBER: LC0000376

EXPIRATION DATE: NOVEMBER 30, 2021

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Karu & Y & Totem Garden

Miami, FL



**State of the Art Restaurant and Event Venue
Site Plan, Landscape Plan
Video / Waterfall Details, Site Details**



Wayne Villavaso Landscape Architecture, Inc.



Marina Palms

North Miami Beach, FL



Hardscape Plans
Rooftop Gardens
Landscape Plans
Irrigation Plans
Lighting Plans

Gazebos,
Pavilions,
and Promenades with
Overlook Areas
along U.S. 1.

Garage Rooftop Gardens
w/ cantilevered planters on
all floors. Two Pool Decks
overlooking Maule Lake &
Miami Beach.



Wayne Villavaso Landscape Architecture, Inc.



Fire Station No. 7

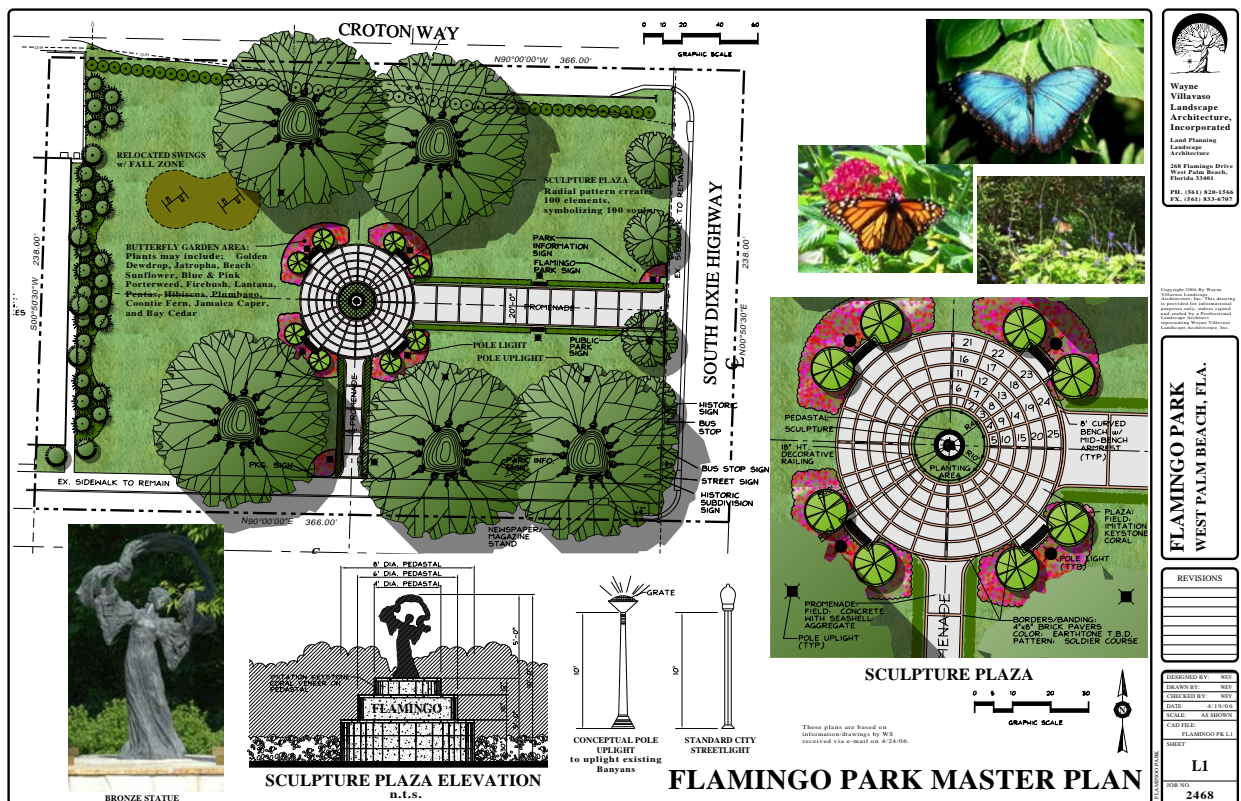
West Palm Beach, FL



Landscape Plan
Irrigation Plan
Site Details
Contract Administration
Construction Observation

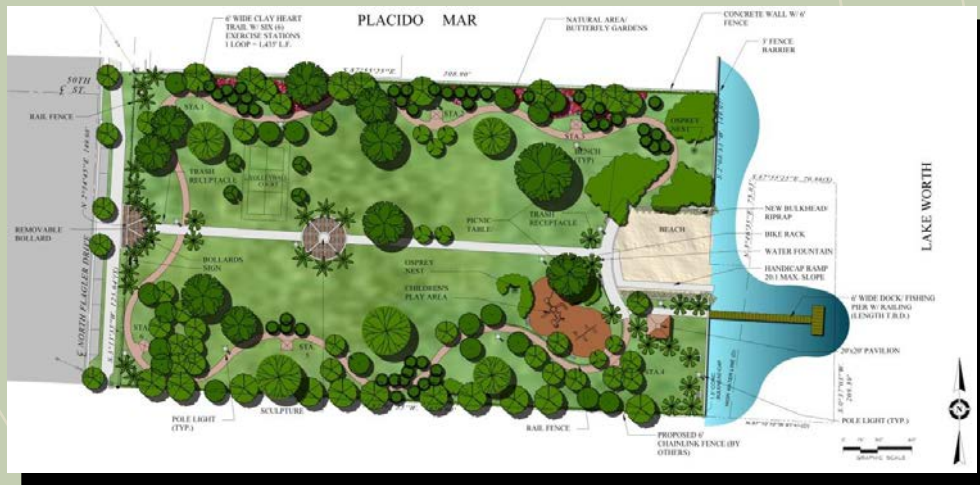
Wayne Villavaso Landscape Architecture, Inc.





Ombres Park

West Palm Beach, FL



- Master Site Plan
- Landscape Plan
- Irrigation Plan
- Site Details
- Exercise Trail
- Playground
- Dog Park
- Construction Observation

Wayne Villavaso Landscape Architecture, Inc.



Wellington Community Center Wellington, FL



DESIGN / BUILD

- Landscape Plan
- Irrigation Plan
- Site Details
- Contract Administration
- Construction Observation

Photo Credits: Wellington Website



Wayne Villavaso Landscape Architecture, Inc.



Wellington Tennis Facility

Wellington, FL



DESIGN / BUILD

- Landscape Plan
- Irrigation Plan
- Site Details
- Contract Administration
- Construction Observation

Photo Credits: Wellington Website



Wayne Villavaso Landscape Architecture, Inc.





TAB 8

Resumes of Key Personnel



RESUMES OF KEY PERSONNEL



Rebecca Travis, PE

Vice President/Florida Division Manager

Education

B.S., Civil Engineering, Iowa State University

Years of Experience: 36

Registrations

Licensed Professional Engineer, Florida

LEED Green Associate

Envision Sustainability Professional Credential

Associations

National Association of Women in Construction: Chapter Treasurer, 1994 & 2003; Chapter Board member 1994 thru 2006, 2011 to present

Water Environment Federation
American Water Works Association

Rebecca has over 35 years of progressively responsible civil engineering design and project management experience in both private sector residential and commercial land development, as well as municipal stormwater, roadway, and utility projects. Her range of experience includes performance of complex professional engineering design work involving investigation, planning, design development, permitting, management and construction of public and private improvement projects.

Representative Projects

Pompano Beach, FL - Esquire Lake Stormwater Improvements

Project Manager for design, permitting, and bidding of the proposed stormwater improvements within the Esquire Lake Neighborhood to address roadway flooding and standing water issues after rainfall events. The project included proposed drainage structures, piping, exfiltration trench, and outfall improvements. Permits obtained include Broward County Environmental Resource Permit, Broward County Surface Water Management License, Broward County Traffic Permit, and City of Pompano Beach Building Department.

Gulf Stream, FL - Minor Drainage Improvements

Project Manager for inventory of existing ponding along roadways within the Town and preparation of technical memorandum summarizing proposed improvements including roadway widening. Based on the technical memorandum, the Town elected to proceed with a change order for the proposed improvements to a contractor already working on another project within the Town. B&W assisted the Town with providing quantities and pay item descriptions for the additional work for the change order.

Lake Worth Beach, FL - Park of Commerce Owner's Rep. Services - Phase I

Project Manager for Phase I of the multi-phased redevelopment of the 393-acre industrial park, which will ultimately house an estimated 750,000 square feet of commercial space and 2,250,000 square feet of light industrial and office space. Baxter & Woodman provided project management, assisted with right-of-way acquisitions, assisted with undergrounding of electrical/telephone/cable TV, public outreach, engineering design review, EDA grant assistance, bidding services, construction management, and resident project representative services.

Lake Worth Beach, FL - 2nd Avenue South Roadway Improvements

Project Manager for the 2nd Avenue South (Dixie Highway to Federal Highway) Roadway Improvements Project. The project is located within the Lake Worth Beach's Community Development Block Grant (CDBG) target area. CDBG funding was provided for the project through Palm Beach Department of Economic Sustainability. Baxter & Woodman, Inc. provided survey services, utility locates (e.g. soft digs), geotechnical services, final design, permitting, bidding assistance, construction administration services and periodic inspections.

Lantana, FL - Beach Parking Lot Improvements

Project Manager for a drainage improvement and parking lot beautification project for the existing Beach Parking Lot located on Ocean Boulevard (SR A1A). Design improvements included raising the elevation of the parking area to reduce tidal impacts, improved surface runoff by pavement slope, new drainage pipe, inlets and connection to the drainage outfall, realignment of the parking lot access points to improve vehicular circulation, sidewalks, striping, and decorative

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Rebecca Travis, PE

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pavement in selected areas. The design included permitting through the Florida Department of Transportation (FDOT) for construction of the entrance driveway improvements, located within the FDOT right-of-way.

Lake Worth Beach, FL - Neighborhood Road Program (4 years)

District 2 – Year 1 – Project Manager for the engineering design, public outreach, permitting bidding and construction engineering services for roadway reconstruction; roadway mill and overlay; selective sidewalk and curbing replacement (ADA compliant); roadway striping and signage; stormwater; and sanitary sewer improvements for residential roads.

District 2 – Year 2 – Project Manager for the engineering design, public outreach, permitting, bidding and construction engineering services for roadway reconstruction; roadway mill and overlay; selective sidewalk and curbing replacement (ADA compliant); roadway striping and signage; water main and stormwater improvements for residential roads. Project included design and permitting for a water main jack and bore installation across the FEC Railway.

District 2 – Year 3 – Project Manager for the engineering design, public outreach, permitting bidding and construction engineering services for roadway reconstruction; roadway mill and overlay; selective sidewalk and curbing replacement (ADA compliant); roadway striping and signage; stormwater; and potable water main improvements for residential roads.

District 2 – Year 4 – Project Manager for the engineering design, public outreach, permitting bidding and construction engineering services for roadway reconstruction; roadway mill and overlay; selective sidewalk and curbing replacement (ADA compliant); roadway striping and signage; stormwater; and potable water main improvements for residential roads.

Lantana, FL - Lantana Sports Facility

Project Manager to provide design, permitting and construction services for the Lantana Sports Facility. Services provided included site civil, sports lighting, MEP, and sports field engineering design services; architectural, landscape, and irrigation design services; surveying; permitting; coordination with FPL; bidding and construction administration; and inspection services for the complete project development.

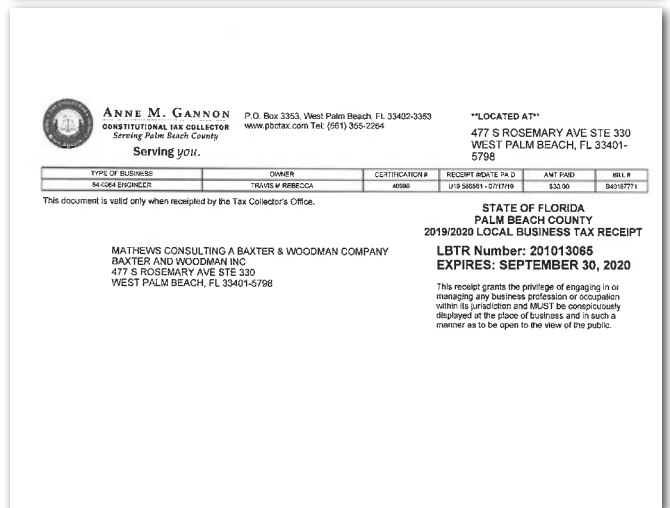
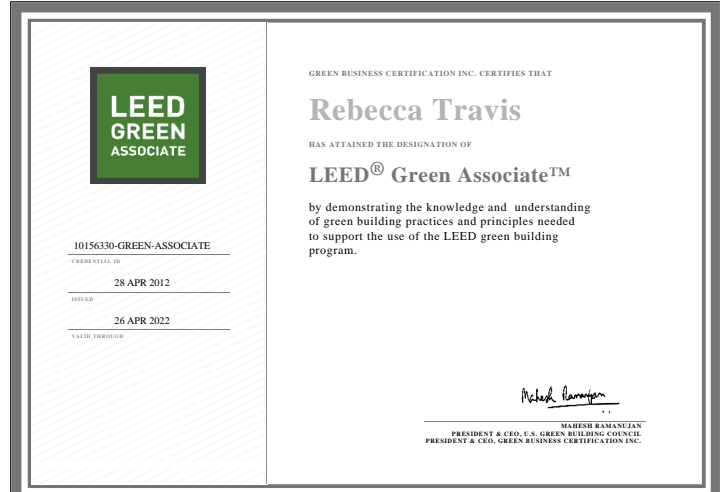
Lauderdale-By-The-Sea, FL - Sidewalk ADA Compliance Inventory and Recommendations

Project Manager for a Town-wide inventory and review of the sidewalk connections at street intersections, and determined whether the connections are ADA compliant. An inventory of all Town owned and maintained sidewalks at street intersections within the Town limits was conducted in the field, and used to prepare a technical memorandum including all required sidewalk upgrades and associated cost estimates.

Palm Beach County Water Utilities District, FL - Western Region Operations Center

Project Manager providing comprehensive site planning, design, permitting, and construction administration and inspection services for their new Western Region Operations Center (WROC) in Belle Glade, Florida. Baxter & Woodman provided WROC Master Project Scheduling services. The design and construction followed the Florida Green Building Coalition Commercial Building Standard in an effort to address sustainability in design.

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Mark L. Dachsteiner, PE
Fort Lauderdale Region Manager

Education

B.S., Mining Engineering
Southern Illinois University,
1987

Joined Firm in 1996

Years of Experience: 34

Registrations

Licensed Professional Engineer:
Florida

Licensed Professional Engineer:
Illinois

FDEP-Storm water Erosion &
Sedimentation Control Qualified
Storm water Management
Inspector (#38853)

FDOT CTQP Active Certifications

FDEP Certification
Concrete Field Inspector
HMA Level 1 & 2
Final Estimates Levels 1 & 2
QC Manager

Associations

American Society of Civil
Engineers FL& Broward Chapter

Engineers Without Borders –
Florida Chapter

South Florida Branch- American
Public Works Association

Florida Engineering Society

Broward County Municipal
League.

Mark has 34 years of survey, transportation and infrastructure design, construction engineering, and project management experience. He is involved in all phases of project development, conducting topographical surveys, design of roadways, sewers, water mains, pump stations, and providing construction engineering services for these projects. Mark has concentrated his efforts on the administration of governmental agencies and municipal engineering projects. He is very knowledgeable about the requirements of various funding programs for project inspection, documentation, and procedures.

Mark is the Region Manager for our Fort Lauderdale office, and he also serves as a client liaison for several agencies and communities, including Town of Southwest Ranches, City of Lauderhill, Broward County, Monroe County, and the City of Key West.

Representative Projects

City of Delray Beach, FL CEI Phases II & III Seacrest Beautification

Project Manager for Phase II and responsible for construction engineering, inspection, public outreach, and FDOT LAP coordination. As part of four project phases, the City is improving the 1.5 mile stretch of Seacrest Boulevard, from George Bush Boulevard at the south to Gulfstream Boulevard at the north. The project goals included increased use and safety for pedestrians and bicyclists while beautifying the streetscape within a highly visible neighborhood.

Pompano Beach, FL Reuse System NE Expansion Phase II

Construction Project Manager for the construction of approx. 7,125 LF of new Reuse Water Mains in a residential area. The project consisted of furnishing all labor, materials, equipment and all incidentals and appurtenances to install new reuse water main piping, and services. Additionally, the scope includes swale grading, sodding, roadway restoration, pavement resurfacing, dewatering, MOT, pavement marking, and striping. Obtain Broward County Permit for pavement for operations of system. The NE Reuse Water Main Project was located in City of Lighthouse Point.

Pompano Beach, FL Esquire Lake Stormwater Improvements

Construction Project Manager for design, permitting, and bidding of the proposed stormwater improvements within the Esquire Lake Neighborhood to address roadway flooding and standing water issues after rainfall events. The project included proposed drainage structures, piping, exfiltration trench, and outfall improvements. Permits obtained include Broward County Environmental Resource Permit, Broward County Surface Water Management License, Broward County Traffic Permit, and City of Pompano Beach Building Department.

Pompano Beach, FL US 1 Transit Hub - Survey, Site Plan and Engineering Design

Construction Project Manager for the Transit Hub project design. Services include site layout of a parking lot on the CRA-owned parcels, stormwater and driveway turnout design, coordination with the City for provision of security cameras and

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Mark L. Dachsteiner, PE
Page 2 of 2

Continuing Education

Doug Cartland, Inc.

"Creating Excellence in Communication and Customer Relations" training, 2016

Doug Cartland, Inc.

"Problem/Communication Resolution" training, 2017

gates - public wi-fi (to be maintained), perimeter fencing, parking lot lighting and EV charging stations, traffic signing and marking, landscaping, irrigation, permitting and arborist's services. Anticipated contract approval in August.

Town of Lauderdale by the Sea

El Mar Drive Streetscape Improvements

Survey Project Manager for Topographic Survey Work. Coordination with staff and Landscape Architect (Planner) in obtaining site and utility information for the roadways and parcels.

Broward County Transportation

NW 136th Ave (Panther Parkway), Red Snapper Road, Sawgrass Mills Circle, 10 acre parcel in the City of Sunrise- Survey

Client Liaison/Survey Project Manager for Topographic Survey Work. Coordination with the City of Sunrise Community Development and Engineering Departments in obtaining utility information for the roads and parcels located at the Sawgrass Mills Mall.

Florida Keys Aqueduct Authority, FL

No Name Key U.A.S. Bridge Inspection

Project manager during construction and Mark provided coordination with U.A.S drone flight assistance for this project which consists of Bridge inspection services for a half mile of new utility conduit attached to the bridge decking.

Monroe County, FL

Koehn and Big Pine Shores Subdivision Roadway and Drainage Improvements

Client Liaison/Project Manager EOR for the Design and Survey Services for the development of Plans and Specifications for the reconstruction/resurfacing of 19,000 feet of roadways and drainage improvements. Coordination and compliance with US Fish and Wildlife and SFWMD for permitting and FDOT District 6 during the design work prior to bidding.

Town of Southwest Ranches

Topographic Survey of 4 Drainage Improvements Projects

Client Liaison/Survey Project Manager for Topographic Survey Work for the Broward County Drainage District drainage improvements in the Town of Southwest Ranches.

Town of Southwest Ranches

SW 202nd Ave. and SW 50th Place Drainage Improvements

Client Liaison/Survey Project Manager for Topographic Survey Work for the Broward County Drainage District drainage improvements in the Town of Southwest Ranches.

City of Pembroke Pines

FSU and West Campus Charter Schools Parking Lot and Recess Field Improvements.

Project Manager for the design engineering and modifications to improve vehicular traffic (buses and cars) access and pedestrian walkways and recess Field modifications.

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

DACHSTEINER, MARK LEROY
 6600 N. ANDREWS AVE
 SUITE 100
 FORT LAUDERDALE FL 33309

LICENSE NUMBER: PE83957

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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Florida Department of Transportation's
Construction Training Qualification Program

Certification of Qualification
Mark Dachsteiner

Has completed the requirements for:
Final Estimates - Level 1

Expiration Date: October 27, 2022*



Construction Training Qualification Program
www.ctqpfloida.com

Melissa Wildermuth
 Melissa Wildermuth
 CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.



Florida Department of Transportation's
Construction Training Qualification Program

Certification of Qualification
Mark Dachsteiner

Has completed the requirements for:
Final Estimates - Level 2

Expiration Date: October 26, 2022*



Construction Training Qualification Program
www.ctqpfloida.com

Melissa Wildermuth
 Melissa Wildermuth
 CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.



Florida Department of Transportation's
Construction Training Qualification Program

Certification of Qualification
Mark Dachsteiner

Has completed the requirements for:
QC Manager

Expiration Date: Does Not Expire*



Construction Training Qualification Program
www.ctqpfloida.com

Melissa Wildermuth
 Melissa Wildermuth
 CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

**QUALIFIED
 STORMWATER MANAGEMENT
 INSPECTOR**

The undersigned hereby acknowledges that
Mark Dachsteiner
 has successfully met all requirements necessary to be fully qualified through
 the Florida Department of Environmental Protection Stormwater Erosion
 and Sedimentation Control Inspector Training Program

October 25, 2017

Hil Lansford
 Hil Lansford
 Statewide Training Coordinator

Kevin Coyne
 Kevin Coyne
 WQR Program Administrator

Inspector Number 38853



Aaron I. Cutler, CGC

Vice President/Construction Department Manager

Education

AAS Civil Engineering Technology,
Pensacola Junior College

Years of Experience: 21

Joined Firm in 2008

Certifications

State of Florida Certified General
Contractor

Red Vector FDOT Asphalt Paving
Level One and Level Two
Certification

Florida Department of
Environmental Protection
Stormwater Erosion and
Sedimentation Control - Certified
Stormwater Management Inspector
(Inspector No. 21817)

Florida Dept of Transportation
GAP Web-based System for Local
Project Delivery

Florida Dept of Transportation
1Advanced MOT CTQP Course
through Florida International
University

Aaron has over 20 years of experience in several phases of municipal construction including, complete infrastructure improvements, wastewater treatment plants, utility pipeline projects, stormwater drainage systems, NPDES compliance, roadway construction, reclaimed pump stations, lift stations, elevated water storage tanks, and vertical construction.

As Construction Manager, his daily duties include, managing a staff of construction inspectors, acting as the EOR's representative, design review, overall construction administration, review of shop drawings, review of pay applications, administering pre-construction and progress meetings, construction schedule review, preparing and negotiating change orders, responding to contractor's RFIs and clarifications, processing final project certifications, and verifying contractor's conformance to construction documents.

Representative Projects

Lake Worth Beach, FL - 7th Avenue South

Construction Manager to provide Engineering Services for the 7th Avenue South (South "A" Street to South "F" Street) Roadway Improvements Project. The project is located within the City of Lake Worth's Community Development Block Grant (CDBG) target area. CDBG funding was provided for the project through Palm Beach Department of Economic Sustainability. Baxter & Woodman provided data collection, design services, permitting services, public outreach meetings, bidding assistance, construction, administration services, and inspections for the project.

Delray Beach, FL - CEI Phase 2 Seacrest Boulevard Beautification

Construction Project Manager for Phase 2 of Seacrest Beautification. The NE 2nd Avenue / Seacrest Beautification projects are both City funded and federally funded through the Florida Department of Transportation (FDOT) Local Agency Program. Scope included reduction in travel lane width, sidewalks (6-foot wide concrete), dedicated bike lanes, crosswalks, pedestrian crosswalk improvements, Local Agency Program (LAP) Administration and LAP Environmental Reviews. Baxter & Woodman, Inc. provided construction administration, resident project representative services, public outreach and FDOT LAP Coordination for the project.

West Palm Beach, FL - Monceaux Road - Group I Improvements

Construction Manager for the construction for the Monceaux Road - Group I Stormwater and Utility System Improvements Project, including new stormwater facilities, water main upgrades, sanitary sewer replacement/rehabilitation, roadway, curb and gutter and sidewalk replacement, signage and pavement marking, landscaping, and street lighting. Baxter & Woodman, Inc. collected and reviewed record drawings of project area, conducted soil investigation of project area, prepared detailed plan and profile design drawings, prepared and processed permit applications for South Florida Water Management District, FDOT, FEC Railways and Palm Beach County Health Department, prepared technical specifications and prepared cost estimates.

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Aaron I. Cutler, CGC
Page 2 of 2

West Palm Beach, FL - Rutland Boulevard Improvements

Construction Manager for roadway, decorative street lighting, stormwater system, wastewater system, lift stations, force main and water system. Numerous public meetings with residents and the district City Commissioner were conducted to obtain buy-in on the proposed roadway cross-section and improvements.

Delray Beach, FL - Beach Master Plan Beautification

Construction Project Manager for installation of beach pedestrian lighting for the beach promenade, and intersection improvements focusing on pedestrian roadway crosswalks along South Ocean Boulevard.

Lake Worth Beach, FL

2nd Avenue South Roadway Improvements

Construction Manager for the 2nd Avenue South (Dixie Highway to Federal Highway) Roadway Improvements Project. The project is located within the Lake Worth Beach's Community Development Block Grant (CDBG) target area. CDBG funding was provided for the project through Palm Beach Department of Economic Sustainability.

Florida Keys Aqueduct Authority, FL - No Name Key LPSS

Construction Manager for the evaluation of the force main bridge crossing. Various alternatives were considered including directional drill and bridge attachment.

Florida Keys Aqueduct Authority, FL - Boca Chica Water Main Replacement

Construction Manager for the replacement of approximately 2,639 linear feet of 24-inch steel potable transmission water main. Each pipeline segment spans 62 feet and was bridge-supported using stainless steel pipe support assemblies. The project consisted of removing the existing pipeline and replacing it with a new steel pipeline using the existing support brackets, which was completed through a series of FCAA planned water system shut-downs.

Florida Keys Aqueduct Authority, FL - Cudjoe Regional WW - Construction Assistance

Construction Manager for new wastewater collection and transmission system serving the Cudjoe Key Service Area (Upper Sugarloaf Key, Cudjoe Key and Summerland Key) that will combine various wastewater collection system technologies for a "hybrid" system consisting of a combination of one conventional gravity sewer systems to serve densely populated areas, and two low pressure sewer systems to serve the less dense and outer/hard to reach areas. The project was divided into three construction contracts: Contract 1 - Cudjoe Key; Contract 2 - Upper Sugarloaf Key; and Contract 3 - Summerland Key.

- Cudjoe Key infrastructure improvements included 293 low pressure pump stations, 14 submersible lift stations, 57,185 feet of force main, 36,650 feet of gravity sewers, and 139 sanitary manholes.
- Summerland Key infrastructure improvements included 133 low pressure pump stations, 11 submersible lift stations, 36,360 feet of force main, 31,000 feet of gravity sewers, and 103 sanitary manholes.
- Upper Sugarloaf Key infrastructure improvements included 157 low pressure pump stations, one submersible lift station, 38,635 feet of force main, 4,740 feet of gravity sewers, and 18 sanitary manholes.

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Licensee Details

License Information

Name:	CUTLER, AARON ISRAEL (Primary Name)
Main Address:	3868 LAKE TAHOE CIRCLE WEST PALM BEACH Florida 33409
County:	PALM BEACH
License Mailing:	
License Location:	

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1520812
Status:	Current, Inactive
Licensure Date:	09/01/2012
Expires:	08/31/2020

Special Qualifications

Qualification Effective

Alternate Names

View Related License Information
View License Complaint

CERTIFICATE
PROUDLY PRESENTED TO

Aaron Cutler

**Introducing "GAP"! FDOT's New Web-based System
for Local Project Delivery**

Sep 26, 2019 Lorraine Moyle

Date of Completion Organizer

Certificate of Completion

AARON CUTLER

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

01/24/2024	119	Hesham Ali, PhD, PE	59303
Date Expires	FDOT Provider #	Instructor	Certificate #

Florida International University
 10550 W. Flagler St. SIC302
 Miami, FL 33174
<https://dep.fiu.edu/academics/programs/continuing-education/mot>
hesam@fiu.edu

For more information about Temporary Traffic Control (TTC) or to verify this certificate, visit www.motadmin.com

**QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR**

The undersigned hereby acknowledges that

Aaron Cutler
has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

May 21, 2009

 Hal Lunsford Inspector Number 21817 Heather Ritchie
Heather Ritchie

IN HOUSE WORKSHOP
CONTAINED SPACE ENTRY PROCEDURES AND CERTIFICATION

Certificate of Training

Aaron Cutler
has satisfactorily completed training in
Confined Space Entry

Conducted by:
Baxter & Woodman, Inc.
Consulting Engineers

Date: January 13, 2020 2:30-4:30 Location:
477 S. Rosemary Ave., Suite 228 West
Palm Beach, FL 33409

PDH Credits: 2.0 Hours for Full Participation

Aaron Cutler
 FICS Department
 Baxter & Woodman, Inc.



Richard M. Chipman, CGC
Construction Manager

Education

Construction Law, Auburn University
Construction Materials and Methods, Palm Beach Junior College
Licensing, Florida School of Construction
Estimating, Palm Beach Junior College
Accounting, University of Buffalo
Quantitative Management/Construction Technology, Erie Community College

Years of Experience: 37

Joined Firm in 2013

Registrations

State of Florida Certified General Contractor
NICET Certified Geosynthetic Engineering Technician
SBCCI Certified Building Inspector
Previous Member Building Officials Association of Florida

Richard has 37 years of experience in several phases of municipal construction, administration of complex construction projects, and supervisory management in the fields of building construction, site development, and water and wastewater treatment. His management and technical skill offers a wide range of tangible experience.

Representative Projects

Delray Beach, FL - NE 2nd Avenue/Seacrest Phase II Beautification

Construction Manager for Phase II of the Seacrest Beautification Project. The NE 2nd Avenue/Seacrest Beautification projects are both City funded and federally funded through the Florida Department of Transportation (FDOT) Local Agency Program. The project evolved into four phases. The scope of this project includes reduction in travel lane width, 6-foot wide concrete sidewalks, dedicated bike lanes, crosswalks, pedestrian crosswalk improvements, local agency program (LAP) administration, and LAP environmental review. Baxter & Woodman provided construction administration, resident project representative services, public outreach, and FDOT LAP Coordination for the project.

Delray Beach, FL - Seacrest Boulevard from NE 22nd Street to Gulfstream Boulevard Beautification

Construction Manager for the final phase (Phase III - NE 22nd Street to Gulfstream Boulevard) for the Seacrest Boulevard Beautification project. The City's goals for this project include beautifying the City right-of-way streetscape, traffic calming by reducing travel lane width and adding clear delineation of bike lanes, and increased use of NE 2nd Avenue/Seacrest Boulevard for pedestrians and bicyclists. Major components in the project scope include reduction in travel lane width, sidewalks, dedicated bike lanes, pedestrian crosswalks and public outreach to the community.

Lake Worth Beach, FL - Park of Commerce Owner's Representative Services - Phase I

Senior Construction Manager for Phase I of the multi-phased redevelopment of the 393- acre industrial park, which will ultimately house an estimated 750,000 square feet of commercial space and 2,250,000 square feet of light industrial and office space. The infrastructure improvements consist of roadway redevelopment and utility upgrades for drainage, potable water, sanitary sewer, fire protection, electric supply, telecommunications, landscaping and street lighting. Baxter & Woodman provided overall comprehensive project management, assisted with right-of-way acquisitions, assisted with undergrounding of electrical/ phone/cable TV, public outreach, design review, grant assistance, bidding services, construction management, and resident project rep. services.

Lake Worth Beach, FL - 2nd Avenue South Roadway Improvements

Construction Manager for the 2nd Avenue South (Dixie Highway to Federal Highway) Roadway Improvements Project. The project was located within the City of Lake Worth's Community Development Block Grant (CDBG) target area. CDBG funding was provided for the project through Palm Beach Department of Economic Sustainability. The streetscape improvements consist of replacement of the existing roadway section, new sidewalk and curbing (ADA compliant), green space,

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Richard M. Chipman, CGC
Page 2 of 2

roadway striping and signage, bike striping and symbols, and heavy duty pavement section for downtown truck bypass.

Lake Worth Beach, FL - 5th Avenue South Bikeway/Pedestrian Trail Construction Engineering and Inspection Services

Construction Manager for converting an existing unimproved right-of-way to a complete improved bikeway and pedestrian train with new sidewalks, landscaping, irrigation, stormwater facilities, traffic calming, signage, and striping. The project is located within the City of Lake Worth's Community Redevelopment Agency (CRA) target area. The project also had funding provided by the Florida Department of Transportation (FDOT), and the Construction Manager needed to ensure compliance with all LAP requirements and documentation to ensure that the City obtained the full project reimbursement from FDOT.

Delray Beach, FL - SW 2nd Street Resurfacing (I-95 to SW 2nd Avenue)

Construction Manager for the construction of roadway improvements consisting of milling and resurfacing with asphaltic overlay, including leveling course and pavement markings.

Lantana, FL - Lantana Beach Parking Lot

Construction Manager for construction of the new Beach Parking Lot. Design improvements include raising the elevation of the parking area to reduce tidal impacts, improved surface runoff by pavement slope, new drainage pipe, inlets and connection to the drainage outfall, realignment of the parking lot access points to improve vehicular circulation, sidewalks, striping, and decorative pavement in selected areas. Construction work was phased in order to provide parking during all phases of construction. The improvements were also coordinated with the Town's contract to replace the existing parking meters with centralized pay kiosks.

Lantana, FL - Lantana Sports Facility

Construction Manager for the construction of a new 11-acre sports facility. Facilities included three lighted baseball fields, two lighted soccer fields, concession/restroom building, batting cages, parking lot, water, sewer, paving, grading, drainage, landscape, and irrigation systems.

Palm Beach County Water Utilities Department, FL - ECR Reclaimed Office and Storage Facility

Construction Manager for the construction of a 3,750 square foot building including office and warehouse space for uses associated with the Reclaimed Water Treatment System located at the East Central Regional Water Reclamation Facility.

Palm Beach County Water Utilities Department, FL - Western Region Operations Center

Construction Manager for a Water Utilities Operation Center. Facilities included a new Warehouse Building, which includes approximately 6,600 sf of storage area, 1,470 sf shop keeper area, and a three-bay loading dock. The Warehouse Building connects to a 7,020 sf Shop Building that includes a central IT room, locker room facilities, office space, meter shop, and pump wash facilities. A Vehicle Wash and Generator Building are also located on site. Covered storage pavilions for portable generator storage and materials storage, site improvements including paving, drainage, water, wastewater, site electrical, CATV, and telecommunications systems are in design, along with off-site utilities coordination.

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Licensee Details**Licensee Information**

Name: **CHIPMAN, RICHARD M (Primary Name)**
 Main Address: **721 NIGHTHAWK WAY
 NORTH PALM BEACH Florida 33408**
 County: **PALM BEACH**
 License Mailing:
 LicenseLocation:

License Information

License Type: **Certified General Contractor**
 Rank: **Cert General**
 License Number: **CGC032778**
 Status: **Current,Inactive**
 Licensure Date: **03/07/1985**
 Expires: **08/31/2020**

Special Qualifications **Qualification Effective**

IN HOUSE WORKSHOP
 CONFINED SPACE ENTRY PROCEDURES AND CERTIFICATION

Certificate of Training

Richard Chipman

has satisfactorily completed training in
 Confined Space Entry

Conducted by:

Baxter & Woodman, Inc.
 Consulting Engineers

Date: February 13, 2020 2:30-4:30

Location: 477 S. Rosemary Ave., Suite 228
 West Palm Beach, FL 33409

PDH Credits: 2.0 Hours for Full Participation

Richard Adams

Richard Adams
 FLCS Department
 Baxter & Woodman, Inc.

BAXTER & WOODMAN
 Consulting Engineers

**Andrew E. Zaletel, GISP**

GIS Analyst

Education

M.S., Resource Analysis and GIS,
Saint Mary's University of
Minnesota, 2000

B.S., Biology (Ecology), Winona
State University, 1999

Joined Firm in 2005

Years of Experience: 21

Certifications

Geographic Information
Systems Professional (GISP),
GIS Certification Institute

Relevant Coursework

"GIS Theory and Application"
"GIS Analysis"
"Advanced GIS"
"Advanced Arcview"
"Visual Basic Programming"
"Avenue Programming"
"Satellite Imagery/Photo
Interpretation"
"Fundamentals of Resource
Analysis"
"Access and SQL"
"Statistical Analysis"
"Spatial Data Methodology"

Associations

Urban and Regional Information
Systems Association

Illinois Geographical
Information Systems
Association

Course**Instructor**

Introduction to GIS,
College of Lake County

GPS Technologies,
College of Lake County

Andy has served as Project Manager for numerous custom application development, utility mapping, data collection and basemap development projects. He has been instrumental in assisting communities with data analysis and conversion, custom application development, web-based GIS solutions, infrastructure system surveys and educational workshop presentations and trainings.

Currently Andy is the Business Development and Visionary for Baxter & Woodman's Spatial Technology Group. His focus has been on providing strategies and solutions to municipal clients focusing on the use of spatial technology to solve complex problems.

Representative Projects**Fox Valley Park District, IL
GIS Asset Management Software Implementation**

Project Manager for the District-wide Cartegraph Asset Management implementation. Our staff provided the vision, planning and implementation of the Asset Management Software solution. Baxter & Woodman's Spatial Technology staff provides ongoing support and management of the District's GIS datasets and associated asset management functions. Support and manage the Cartegraph implementation providing software updates, data input, template updates, and functionality improvements.

**Crystal Lake, IL
GIS Consulting & Managed Services**

Coordinated and the implementation of a City-wide GIS transition from a proprietary system to an industry standardized Esri base system. Work included reconfiguring all City owned base data, developing new and improved applications for City employees, implementing maps and apps for improved GIS functionality City-wide.

**South Elgin, IL
Asset Management Implementation**

Coordinate and oversee the planning and implementation of a Village-wide GIS-based asset management solution. Coordinated and directed the Cityworks Asset Management Solution for the Village. Provided guidance and direction for the configuration and workflow of service requests and work orders for the Village. Provide ongoing support, enhancements, and upgrades to the system for continued advancement of the Village's solution. Incorporate the Village's GIS datasets, ArcGIS Online maps & apps, and Cityworks for seamless integration of the applications utilized throughout the Village.

**Kiswaukee Water Reclamation District, IL
Wastewater Treatment Facilities 3-D GIS Development**

Assisted with the multi-phased development and implementation of a District-wide GIS that will centralize, organize, and make the wide range of existing treatment plant information more accessible. As part of the wastewater treatment plant construction and upgrade we converted and developed the REVIT design and as-built into the District's GIS framework. Using ArcGIS Pro and

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Andrew E. Zaletel, GISP
Page 2 of 2

ArcGIS Online we built a 3D representation of the constructed facilities. The developed data includes linked operations and maintenance documents, maintenance management, and full operational attributes. Access to the 3D environment was developed in ArcGIS Online for functional access to the data.

Delray Beach, FL

Master Plan, Construction Services Mapping / Drone

Oversaw and coordinated the inventory of buried electrical apparatus with high accuracy GPS. Processed data and provided in CAD format for engineering purposes. Additionally, coordinated and piloted various drone missions documenting project progress at key locations throughout the project area. Upon completion of the drone work, prepared various visualization videos for public and client use.

Beloit, WI

GIS Asset Management

Project Manager assisting City with an audit, reorganization, upgrade, and functionality expansion of their GIS/Asset Management System.

Illinois Department of Transportation

PTB 170/03 Phase II Various Projects, Various Routes, Various Counties, Region One/District One

Baxter & Woodman is assisting IDOT under a Work Order contract with Phase II engineering services as required for plan preparation, plan review and route surveying on various projects in District 1.

Work Orders 4/7/9 Pedestrian Ramp ADA Assessment – Andy provided mobile application and data review for condition assessments of more than 2,250 pedestrian ramps along various routes and locations within Northern Illinois for compliance with ADA requirements. A GIS Collector application allowed 12 staff members to coordinate assessment and documentation activities with each other in real time. The data was collected in an exportable, IDOT-approved schema. Photos of each ramp were taken for inclusion with the condition records. The survey was completed in two weeks.

Wood Dale, IL

GIS Basemap Development

Project Manager for the development of a GIS basemap and GIS implementation plan. This GIS system was designed and created with an open architecture, which allows for easy, cost-effective expansion of the GIS when the City is ready. This project included interviews of city staff to gain understanding of the procedures of their daily job functions. Recommendations based on the interviews were made offering GIS solutions regarding project urgency, long-term planning and budgeting needed to achieve the City's goals.

Lombard, IL

Utility GIS Mapping & Implementation

Project Advisor for identification of attribute information for the following: water, wastewater, and stormwater pumping stations. Future efforts may include development of an asset management system integrated with the Village's GIS.

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Peter C. Ferretti, GISP
GIS Analyst /Drone Pilot

Education

B.S. Geography
University of Wisconsin-
Whitewater, 2002

Joined Firm in 2012

Years of Experience: 18

Certifications

Federal Aviation Administration
Remote Pilot Certification
May, 2017, 2019

Diploma in Web Design
The Art Institute of Pittsburgh,
2009

GISP Certification
Geographic Information
Systems Certification Institute,
2006

Geographic Information
Systems World Campus
Certificate Program,
Pennsylvania State University,
2004

Associations

GISCorps

Illinois GIS Association

Geospatial Information &
Technology Association

Peter is a certified Geographic Information System Professional (GISP), with more than 18 years of experience in spatial technologies. His areas of expertise includes innovation, Cloud-based mapping, GPS, data analysis and visualization, and 3D modeling.

Peter is skilled in the planning, design, and implementation of Spatial Technology and GPS-based services.

Prior to his joining Baxter & Woodman, Peter held a senior management position with a leading national consulting firm.

Representative GIS Projects

West Palm Beach – FOG Interceptor Inspections

Developed Esri based field based applications for inspectors to find, inspect, document and photograph interceptors throughout the project area. Managed project data and developed reports and summary maps / documentation for client use.

Delray Beach Master Plan Construction Services Mapping / Drone

Managed the inventory of buried electrical apparatus with high accuracy GPS. Processed data and provided in CAD format for engineering purposes. Additionally, coordinated and piloted various drone missions documenting project progress at key locations throughout the project area. Upon completion of the drone work, prepared various visualization videos for public and client use.

Florida Keys Aqueduct Authority Drone Based Bridge Inspections

Utilized advanced drone technology to inspect otherwise unreachable areas of a newly installed force main piping along a bridge span. This project included planning, onsite piloting, media management and post-processing, client meetings and delivery of all project collected data.

Crystal Lake GIS Consulting and Managed GIS Services

Managed and oversaw the implementation of a City-wide GIS transition from a proprietary system to an industry standardized Esri base system. Work included reconfiguring all City owned base data, developing new and improved applications for City employees, implementing maps and apps for improved GIS functionality City-wide.

South Elgin Web Application Development

Developed and implemented a Village-wide mapping application to make all Village owned geodata accessible to stakeholders. Application included address mailing list generation tools, Google Streetview Integration, Layer Grouping and Print functionality. This solution utilized the latest in Esri ArcGIS Online technologies.

Crystal Lake ETSB Emergency Management Mapping Application

Developed a real-time Emergency Operations Center mapping application for Police, Fire and Public works where all active and historical calls are mapped and visualized. This application was built with Esri Operations Dashboard, ArcGIS Online and custom Python programming to create a one-of-a-kind direct connection from the 911 call center to the application.

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Peter C. Ferretti, GISP
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Illinois Department of Transportation

PTB 170/03 Phase II Various Projects, Various Routes, Various Counties, Region One/District One

Assisting IDOT under a Work Order contract with Phase II engineering services as required for plan preparation, plan review, and route surveying on various projects in District 1.

Kishwaukee Water Reclamation District ArcGIS Online Implementation

Implemented an ArcGIS Online Organizational account for district staff to host, maintain and manage their own GIS datasets. This project included the migration of existing geodata to the cloud, development of maps and apps for office and field use. Security, users and roles setup and training for the Districts GIS Staff.

Work Orders 4/7/9 Pedestrian Ramp ADA Assessment

Peter oversaw GIS data management services for condition assessments of more than 2,250 pedestrian ramps along various routes and locations within Northern Illinois for compliance with ADA requirements. A GIS Collector application allowed 12 staff members to coordinate assessment and documentation activities with each other in real time. The data was collected in an exportable, IDOT-approved schema. Photos of each ramp were taken for inclusion with the condition records. The survey was completed in two weeks.

Woodstock, IL

Public GIS Web Portal

Project Manager for development of a public-facing GIS Web Portal using Esri ArcGIS Online to promote citizen engagement while providing useful and easy to use information. The new GIS Web Portal allows the City's citizens, businesses, and visitors alike to discover the unique attributes of the City. Portal users are able to find Zoning and Land Use information, explore a map of the area's historic buildings, or learn more about other points of interest. The portal was designed so that future content can be managed by City staff.

Crystal Lake, IL

Master Address Repository

GIS Coordinator assisting the City with the development of a Master Address Repository to provide an accurate and uniform inventory of addresses for the City, enhancing data standardization for emergency response and municipal mailings resulting in a safer life for Crystal Lake residents, and a more efficient workflow for City staff. Baxter & Woodman's staff members are utilizing a variety of resources to compile addressing information as well as conducting field work to supplement the workflow. At the end of the project, the City will be provided with an accurate GIS based dataset of all known address points (at rooftop location) for each dwelling within the City's jurisdiction.

Crystal Lake, IL

Area Specific Sanitary Sewer Evaluation Study

Developed ArcGIS Mobile field data collection application for use in field observations, analysis, and reporting. Coordinated GIS activities for project, and assisted data processing and mapping of project assets.

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Marshall A. Shedio
Senior Construction Technician

Years of Experience: 25

Joined Firm in 2017

Certifications/Training

CTQP TIN# S300541743380
 FDOT Asphalt Level 1 & 2
 FDOT MOT Level I
 FDOT Earthwork Level 1&2
 FDOT Field Inspector Level I
 FDOT Concrete Testing Technician
 FDOT Prestress Inspector
 ACI LEVEL 1 Field Testing Technician
 OSHA 30 Hour
 NUCA Competent Person
 Nuclear Density Gauge Safety and Operation
 PCI Level II (Pre-stress Concrete)
 SWFWMD Storm Water Prevention

Marshall is a Senior Construction Technician with 25 years of experience in underground utilities, infrastructure, building and road projects. Experience includes supervision of sub-contractor's crews including detailed tracking of quantities and inspections.

Representative Projects

City of Pompano Beach, FL

A1A Water Main Improvements

Construction Technician for design, permitting, and construction of water main improvements, including pre-construction conference, shop drawing review, and coordination with FDOT.

City of Pompano Beach, FL

Reuse System NE Expansion (Phase I)

Construction Technician for expansion of the City's reuse water transmission and distribution system. The reuse line was installed in the roadway, requiring pavement trench repair with milling and resurfacing. New reclaimed water services and meter boxes were also installed.

City of Delray Beach, FL

Osceola Neighborhood Improvements

Cosntruction Technician for resurfacing/reconstruction of 3.9 miles of roadway, construction of 1.2 miles of new permeable pavement alleyways, temporary traffic calming pilot projects, rehabilitation of water main, sanitary sewers, and storm sewers, area drainage improvements, parkway landscaping, sidewalk improvements, and LED lighting analysis and improvement. The project included a dedicated project website created and maintained by our staff.

Town of Gulf Stream, FL

10-Yr Capital Improvements Plan

Completed storm drain inspection and evaluation as part of a 10-year Capital Improvements Plan for the potable water distribution system, the stormwater system and the Town roadway system. Provided a review of the existing systems, identified required improvements with estimated construction costs and recommended a 10-year planning strategy for scheduling the completion of the work.

City of Lake Worth, FL

5th Avenue South Bikeway and Pedestrian Trail

Construction inspection for converting an existing unimproved right-of-way to a complete improved bikeway and pedestrian train with new sidewalks, landscaping, irrigation, stormwater facilities, traffic calming and signage and striping. The project also has funding provided by the Florida Department of Transportation (FDOT), and the Construction Manager needed to ensure compliance with all LAP requirements and documentation to ensure that the City obtained the full project reimbursement from FDOT.

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Marshall A. Shedio
Page 2 of 2

City of Lake Worth, FL

Neighborhood Road Program District 2, Year 1, Project 4

Construction Technician for the construction of various roadway, potable water and sanitary sewer improvements on the following streets: 15th, 16th, 17th, and 18th Avenue North; 16th and 17th Court North; Terrace Drive East and West; and North D Street. Services include project coordination, construction administrative services, and construction inspection.

City of Boca Raton, FL

Low Lift Pump Station Modification

Part-time inspections services for the construction of the Low Lift Pump Station Modifications and Electrical Improvements.

While working for others:

Coral Springs Utilities Replacement Project (Sample Road)

Residential Project Representative (RPR) - Monitor construction of municipal utility construction projects for compliance with contract documents. Maintain daily and weekly reports of construction activity. Review contractor's monthly pay requests. Witness acceptance tests. Maintain record of changes to plans made during construction (as-built). Perform additional construction services duties as required.

Field Technician Level III/FDOT Prestress Inspector, Various Projects SWFL

FDOT certified prestressed concrete inspector required to perform prestress yard inspections. Responsible for conducting inspections for prestressed precast concrete piling and girders in the FDOT prestress yards for bridge projects and local municipal clients. Also performed inspections for local precast yards when they were producing precast culverts, sheet piling and structural building components for city and county projects.

Punta Gorda Airport Taxiway Expansion Project, FAA/FDOT- 437299-1-94-04

Residential Project Representative (RPR) - Provide project oversight for the Taxiway Expansion Project. Roles and responsibilities include: Quality Assurance and quantitative values tracking, ensure construction activities and materials are in accordance with contract documents, conduct and track field test results, participate in and verify start up activities and procedures, Inspect asphalt laboratory for compliance with FAA and FDOT standards, conduct field inspections at various phases during construction, Coordinate field issues between EOR and contractor, complete detailed daily construction reports, review as-built drawings, review monthly pay applications, review RFI(s), review change order requests and attend various construction progress meetings.

Senior FDOT Field Inspector

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, review and submittal of daily reports on the following projects:

- 417248-4-5201 Collier from SR 29 to the Dade Co Line,
- 195765-1-5202, From Corkscrew Rd. to San Carlos Blvd
- Matlacha Bridge Replacement. Collier County Oil Well Road Paving Project
- Cape Coral Army Reserve Facility

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Kenneth Smith

Construction Technician

Joined Firm in 2020

Years of Experience: 30

Registrations

Water Distribution System Operator
Level III

APWA Construction Inspection
Workshop

FDOT Temporary Traffic Control
(TTC) Intermediate Course
Certificate #198

Kenny brings 30 years of experience with the City of Fort Lauderdale where he was responsible for managing 12-person crews and overseeing water and sewer improvement projects. His experience encompasses all aspects of underground pipework, and the ability to read and mark-up blueprints. Kenny is also skilled in providing construction inspection for projects consisting of storm drains, gravity sewers, sewer laterals, water mains, road reconstruction, and swale reconstruction.

Representative Projects

Delray Beach, FL – CEI Services for SW 4th St., SW 6th St., SW 7th Ave., and SW 3rd Ct. Neighborhood Improvements

Construction Inspector providing inspection services for approximately 8,720 linear feet (LF) of reclaimed water system improvements; approximately 740 LF of potable water main improvements; approximately 2,440 LF of drainage improvements; approximately 5,950 LF of sanitary sewer improvements; approximately 7,750 LF of roadway reconstruction; approximately 3,300 LF of roadway mill and overlay; approximately 4,300 LF of alleyway improvements; signage and pavement marking improvements; curbing, sidewalk, and driveway improvements; LED lighting improvements (installed by FP&L); and landscaping and irrigation improvements for the City of Delray Beach.

Delray Beach, FL – CEI Services for Seacrest Blvd. Beautification (Ph. III) from NE 22nd St. to Gulfstream Blvd.

Construction Inspector providing inspection services for the final phase (Phase 3 - NE 22nd St. to Gulfstream Boulevard) of the Seacrest Blvd. Beautification project. The City's goals for this project include beautifying the City right of way streetscape, traffic calming by reducing travel lane width and adding clear delineation of bike lanes, and increased use of NE 2nd Ave. /Seacrest Blvd. for pedestrians and bicyclists. Major components in the project scope include reduction in travel lane width, sidewalks, dedicated bike lanes, pedestrian crosswalks and public outreach to the community.

Delray Beach, FL – CEI Services for Osceola Park Neighborhood Improvements (Ph. I)

Construction Inspector providing inspection services for the construction of Osceola Park Neighborhood Improvements - Phase I. The construction work covered under this project comprises: approximately 810 LF of potable water main improvements; approximately 4,345 LF of drainage improvements; approximately 13,030 LF of sanitary sewer improvements; approximately 10,125 LF of roadway reconstruction; approximately 16,875 LF of roadway mill and overlay; approximately 4,350 LF of alleyway improvements; signage and pavement marking improvements; curbing, sidewalk, and driveway improvements; decorative LED lighting improvements (installed by FP&L); and landscaping and irrigation improvements for the City of Delray Beach. Construction also includes clearing and grubbing, dewatering, MOT, complying with permit conditions, ADA-compliance, swale development, flushing, testing & disinfection and all restoration required. The work is located in the City of Delray Beach and Florida Department of Transportation (FDOT) rights-of-way. The project will be constructed in 2 phases per plans.

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Kenneth Smith
Page 2 of 2

Delray Beach, FL - Delray Shores Water Main Replacement - Ph. III & IV

Construction Inspector for the design, permitting, and bidding for the water main replacement project that included approximately 8,900 linear feet of 6-inch to 8-inch water main, new fire hydrants, new water services and meter boxes, and roadway restoration in the City's neighborhood.

Delray Beach, FL - Water Main Subaqueous Crossings

Construction Inspector for the engineering design, permitting, bidding, and construction of approximately 1,330 linear feet of 16-inch HDPE water main installed via horizontal directional drill methods across the Intracoastal Waterway at three project sites in the City. Project also included cured in-place (CIPP) lining of the existing water main subaqueous crossings. Permits obtained included PBCHD potable water main permit, FDEP ERP Permit, USACE regulatory division permit, and USACE real estate division easement.

Delray Beach, FL - System 58A and 87 Force Main Replacement Construction

Construction Inspector providing public outreach services during construction for replacement of existing force main, new 6-inch reclaimed water main, and electrical upgrades to existing lift stations on Old Germantown Road and replacement of existing force main on Military Trail.

While working for others:

**Fort Lauderdale, FL
Engineering Inspector**

Lead Inspector for various infrastructure improvements in the City, including the 2011 Waterworks Capital Improvement Program. Kenny was responsible for performing walk-through final inspections for water and sewer projects. He worked in various aspects of underground pipework, including reading blueprints and making changes in the field.

Service Worker 4½

As a Service Worker 4½, Kenny oversaw various projects, including installation of ductile iron pipe and C900 water mains. His responsibilities included ordering materials, meeting with County and City Engineers, and informing property and business owners of the project's progress.

**Lauderdale-by-the-Sea, FL
Engineering Inspector**

Kenny's responsibilities included removing and replacing 18-inch drainpipe in Terra Mar, managing Storm Drain Project and sewer gravity line assistance on Basin Drive. Also, working closely with utility companies for utility relocations including Florida Power & Light (FPL), AT&T, and Comcast, and assisting with the installation of beachfront washrooms.

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RESUME'

Name: R. N. Sailappan, P.E.

Education: B.S. (Naval Architecture), Cochin University of Science & Technology, Cochin, India, 1986
M.S. (Civil Engineering), Florida Atlantic University, Boca Raton, FL, 1991

Licenses: Professional Engineer, Registered in the State of Florida, 1993

Associations: Member, American Society for Testing of Materials (ASTM), 2010
Member, American Society of Civil Engineers (ASCE), 1994
Member (Former), Institution of Naval Architects (INA), India, 1987

Work Experience:

1998 - Present	Principal Quest Engineering Services & Testing, Inc. Pompano Beach, Florida.
1990 - 1998	Engineer & Manager Professional Service Industries, Inc. West Palm Beach, Ft. Lauderdale, Miami, FL
1988 - 1990	Graduate Research Assistant Dept. of Ocean Engineering, Florida Atlantic University Boca Raton, Florida
1986 - 1988	Naval Architect Mazagon Dock Ltd., Mumbai (Bombay), India

Relevant Skills: Geotechnical Studies and Foundation Design Recommendations
Foundation Installation Inspections & Pile Load Tests
Field and Laboratory Tests on Soil, Concrete, Masonry, Asphalt
Structural (Special/Threshold) Inspections
Environmental Site Assessments
Project Management, Marketing, Business Development

Relevant Projects: Miramar East Water Treatment Plant, Miramar, FL
Sawgrass Water Treatment Plant, Sunrise, FL
North Broward Waste Water Treatment Plant, Pompano Beach, FL
Utility Improvements, City of Sunrise, FL
Miami-Dade Water & Sewer Utility Improvements, Dade County, FL
Ft. Lauderdale/Hollywood International Airport, Ft. Lauderdale, FL

Publications

D. V. Reddy and R. N. Sailappan, "Acoustic Emission as a NDE Tool - Certain Laboratory and Field Investigations", December 1989.

D. V. Reddy, S. K. Lee, R. N. Sailappan, W. H. Hartt & M. Arockiasamy, "Fracture Mechanics Evaluation of the Durability of Fly Ash Concrete", December, 1991.

D. V. Reddy, S. K. Lee, R. N. Sailappan, W. Ahn, G. V. Jeedigunta, and K. P. Bethune, "Corrosion Resistance and Fracture Toughness of High Performance Concrete in the Marine Environment", May-June 1998.

Mr. Sailappan has over 30 years of engineering industry experience, with 28 of those years being in South Florida. He has worked on hundreds of projects such as roadways, utilities, public facilities, commercial projects, residential projects, stadiums and arenas, providing construction materials testing, geotechnical engineering, structural inspections, wind load evaluations as well as engineering consultations with regard to roofing, ground vibrations, light and sound analysis.

QuEST

RESUME'

Name: M. Gnanabharana Nanayakkara (Jaya)

Education: 1967 - High School Diploma, St. Johns College, Nugegoda, Sri Lanka
1975 - Hatfield Polytech College, Hatfield Hearts, U.K.

Certifications: Building Inspector's License, BN #3267
FDOT Drill Shaft Inspector
Certified General Contractor, CGC # 061128

Work Experience:

1994 - 2000	Structural Building Inspector Lakdas Yohalem Engineering, Ft. Lauderdale, FL
2000 - 2002	Structural Building Inspector City of Plantation, FL
2003 - 2008	Structural Building Inspector Nutting Engineers of Florida, Boynton Beach, FL
2008 - 2013	Structural Building Inspector Lakdas Yohalem Engineering, Ft. Lauderdale, FL
2013 - Present	Senior Inspector Quest Engineering Services & Testing, Inc. Pompano Beach, FL

Relevant Skills: Structural Inspections
Code Compliance Inspections
Light Survey
Roof Inspections

QuEST Projects:

2013	Equinix, Boca Raton, FL
2013	Mizner Court, Boca Raton, FL
2014	Coral Reef Park, Miami, FL
2015	FLL Terminal 3 BHS
2016	FLL Terminal 1 Expansion
2017	Riverside Promenade, Pompano Beach, FL
2018	FLL Terminal 3 Modifications

Gnanabharana Nanayakkara (Jaya) has nearly 25 years of experience in South Florida providing structural and code compliance inspections for various projects. He is familiar with steel structures, wood structures, concrete structures and reinforced masonry structures. He has worked on projects ranging from High-Rise Buildings, Multi-family & Single-family Residential projects as well as Public facilities including Ft. Lauderdale Airport Parking Garages, Port Everglades Terminals, Crane Tracks, various parks, etc. He has displayed a tremendous dedication, reliability and technical knowledge in the various projects he has been involved with, helping to bring to successful progress, each of the projects listed above.

QuEST

RESUME'

Name: Jorge Giraldo

Education: Associate Degree of Technologist in Civil Construction, 1990
Polytechnic "JIC", Medellin, Colombia

Ingeniero Civil 1998
La Universidad Nacional De Columbia, Medellin, Colombia

Certification: Radiation Safety Nuclear Gage Operator Certification
Hazmat & Security Awareness Training
Radiation Safety Officer Class Certification
ACI Concrete Field Testing Technician - Level I
ACI Aggregate Testing Technician – Level 1
ACI Concrete Laboratory Testing Technician – Level 1
CTQP Concrete Field Technician – Level 1
CTQP Earthwork Construction inspection – Level 1

Work Experience:

2010 - Present	Quest Engineering Services & Testing, Inc. Pompano Beach, FL
2003 - 2010	SJ Woodwork, LLC., USA
2001 - 2002	Institute National of Roads, Colombia
1997 - 2000	Public Works of Medellin City, Colombia

Relevant Skills: Field and Laboratory Tests on Soils
Field and Laboratory Tests on Concrete
Roofing & Structural Inspections

Projects:

2010	Crossroads Parcel A (Kaiser University), Miami, FL
2011	Taxilanes & Apron Expansion, Ft. Lauderdale Int'l Airport
2012	Infrastructure Improvements, Surfside, FL
2013	Delray Marketplace, Delray Beach, FL
2014	Andrews Avenue Extension, Pompano Beach, FL
2015	Terminal 3 Modifications, Ft. Lauderdale Int'l Airport, FL
2016	Wal-Mart Rehabilitation, Tamarac, FL
2017	FIU Student Academic Support Center, Miami, FL
2018	Riverside Promenade, Pompano Beach, FL
2019	FLL Terminal 4-BHS, Ft. Lauderdale Int'l Airport FL
2020	Infrastructure Improvements, Lauderdale Lakes, FL

Jorge Giraldo has over 10 years of experience in South Florida providing field and laboratory tests on soils and concrete for various projects, as well as roofing and structural inspections. He is well versed in load tests, coefficient of friction tests, adhesion/cohesion tests on various construction materials. He is also familiar with earthwork observations, soil borings, and has displayed a tremendous dedication, reliability and technical knowledge in the various projects he has been involved with, helping the successful progress of each of the jobs listed above.

QuEST

RESUME

- Name:** Joseph Simhon, P.E.
- Education:** 2008 – Univ. of Central Florida – BSBA Business Mgmt. – Orlando, FL
2012 – Florida Atlantic University – BSCE Civil Engg. – Boca Raton, FL
- Certifications:** Florida Professional Engineer Registration No. 86388
Certified General Contractor, CGC # 1520177
- Work Experience:**
- 2006 - 2009 Drafting & Design
Nohmis Design, Orlando, FL
- 2009 - 2010 AutoCAD Drafter / Engineering Intern
Covenant Engineering, Inc. Davie, FL
- 2009 - 2011 Project / Construction Manager
Lancaster Home & Construction Services, Inc., Miami, FL
- 2012 - 2012 Lab Technician / Summer Engineering Intern
Quest Engineering Services & Testing, Inc., Pompano Beach, FL
- Laboratory Concrete Tests
 - Laboratory Soil Tests
 - Gravimetric Tests on Roof Samples
- 2014 - 2014 Inspector / Field Engineer
Quest Engineering Services & Testing, Inc., Pompano Beach, FL
- Forensic investigations of property damage and report preparation.
- 2011 - 2016 General Contractor / Project Manager
Nohmis Construction, Hallandale, FL
- Structural Design of 3 Story Single Family Residence, under the guidance of Mr. Paul Orr, P.E., of Nutek Engineering 305-725-1991
 - General Interior Renovations with minor structural and MEP modifications, under the guidance of Mr. Harvey H. Ehrlich, R.A.
- 2016 - Present Field Inspector & Project Engineer
Quest Engineering Services & Testing, Inc., Pompano Beach, FL
- FLL Terminal 1 Expansion, Ft. Lauderdale Int'l Airport
 - Tropic Oil, West Palm Beach, FL

Joseph Simhon has nearly 10 years of experience in the realm of drafting, structural design, materials testing, structural inspections and construction management. Joseph's focus in college was in civil and structural engineering. He is familiar with the Florida Building Code and local industry practices for concrete, steel and wood construction.

QuEST

RESUME'

Name: Reza Javidan, P.E.

Education: B.S. (Civil Engineering), University of Detroit, MI, 1986
M.S. (Civil Engineering), University of Detroit, MI 1988

Licenses: Professional Engineer, Registered in the State of Florida, 2003

Work Experience:

2015 - Present	Project Engineer Quest Engineering Services & Testing, Inc. Pompano Beach, Florida.
2009 - 2015	Project Engineer Florida Engineering & Testing, Inc. Pompano Beach, Florida.
2004 - 2009	Senior Geotechnical Engineer Nutting Engineering of Florida Boynton Beach, Florida
2000 - 2004	Geotechnical Engineer ATC, Inc., Miami, Florida
1993 - 2000	Geotechnical Engineer Toos-Ab Engineering, Inc., Mashad, Iran.
1989 - 1993	Project Engineer Bowser-Morner Associates, Inc., Toledo, Oh

Relevant Skills: Geotechnical Studies and Foundation Design Recommendations
Foundation Installation Inspections & Pile Load Tests
Field and Laboratory Tests on Soil, Concrete, Masonry, Asphalt
Structural (Special) Inspections
Project Management

Relevant Projects: Trump Plaza, Hallandale Beach, FL
Office Max Headquarter Building, Boca Raton, FL
State School QQQ, Miami, FL
Sunset Lakes Elementary School, Miramar, FL
BCC-Central Campus, Proposed Parking Garage, Davie, FL
North Broward Waste Water Treatment Plant, Pompano Beach, FL
Broward County Fire Rescue – Station 34, North Lauderdale, FL
Ft. Lauderdale/Hollywood International Airport, Ft. Lauderdale, FL

Mr. Javidan has over 30 years of engineering industry experience of which over 17 years have been in South Florida. He has worked on hundreds of projects such as roadways, utilities, public facilities, commercial projects, residential projects, providing construction materials testing, geotechnical engineering, structural inspections, wind load evaluations as well as engineering consultations with regard to roofing and ground vibrations.

QuEST

Wayne Villavaso, RLA, ASLA

Landscape Architect / Land Planner President, Wayne Villavaso Landscape Architecture, Inc. (WVLA) Registered Landscape Architect – Florida

Mr. Wayne Villavaso received his Bachelor of Landscape Architecture from Louisiana State University (LSU), and he is a member of the American Society of Landscape Architects.

Mr. Villavaso moved to South Florida from his native New Orleans in 1978 and brings more than 42 years of South Florida professional experience to each project. He is a Registered Landscape Architect in Florida and has been practicing Land Planning since 1981 and Landscape Contracting since 1985. Formerly, he was registered and worked in North Carolina (2004-2018) and New York (2001-2018).

Mr. Villavaso has worked with owners, developers, designers, and contractors to design and/or install projects throughout Florida and the United States. His knowledge and experience of landscape material availability and costs has served his clients very well, as well as the project's present and future needs. Mr. Villavaso takes great pride in working closely with his clients to design for their unique needs within specified budgets, while pursuing sustainable solutions and maintaining quality and superior workmanship in the finished project.

Mr. Villavaso has also been actively involved with various community service organizations, municipal boards and committees. He served as a member of the West Palm Beach Downtown Action Committee from 1997 until 2000, as well as a member of the West Palm Beach Historic Preservation Board from 1994 until 1998. He served on the Beautification Committee for the City of West Palm Beach from 1995 until 1998. He served as a member of the Board of Trustees for the Ann Norton Sculpture Garden from 1992 until 2002 and as Vice-Chairman of the Planning Board for the City of West Palm Beach from 2000 to 2008. He serves on the El Cid Historic Neighborhood Board from 1991-1997 and 2016 to the present. He is also a member of the Haywood County Horticultural Council, Friends of the Blue Ridge Parkway and the North Carolina Arboretum.

Wayne Villavaso Landscape Architecture, Inc., of which Wayne Villavaso is the President, is SBE and CCNA certified with the City of West Palm Beach, CCNA certified with Palm Beach County and is pre-qualified with the Florida Department of Transportation in Group 15 – Landscape Architect.

Mr. Villavaso's expertise includes:

- Land Planning
 - Commercial
 - Multi Family
 - Mixed Use
- Landscape Architecture
 - Commercial
 - Governmental
 - Mixed Use
 - Residential
- Streetscape and Transportation Corridors
- Grant Writing and Application Submittal
- Park and Open Space Planning
- Historic Landscape Renovation / Restoration



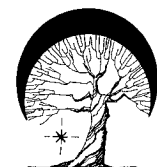
Mr. Villavaso is a certified Arborist. His ISA CSID membership number is 273220 (expires 3/16/2021).


Wayne Villavaso

Landscape Architecture, Inc.

268 Flamingo Drive www.WVLAinc.com


West Palm Beach, FL 33401 Ph. (561) 820-1566 Wayne@WVLAinc.com





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE


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

VILLAVASO, WAYNE EDWARD
 268 FLAMINGO DR
 WEST PALM BCH FL 33401

LICENSE NUMBER: LA0000694

EXPIRATION DATE: NOVEMBER 30, 2021

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TAB 9

Office Locations



OFFICE LOCATIONS

All team members are located within the local area (Broward/Palm Beach Counties).

PRIME

Baxter & Woodman - Fort Lauderdale

6600 North Andrews Ave. Suite 100, Fort Lauderdale, FL 33309

Professionals at this location: 3 Full Time Employees including 1 PE/Construction Manager and 2 Survey Technicians

Support provided by our West Palm Beach location:

Baxter & Woodman - West Palm Beach

477 S. Rosemary Ave. Suite 330 , West Palm Beach, FL 33401

Professionals at this location: 16 Full Time Employees including 4 PEs, 1 EI, 4 Inspection Technicians, 2 AutoCad Technicians, 3 Construction Managers and 1 Administrative

SUBCONSULTANTS

QuEST Engineering Services & Testing, Inc.

2737 NW 19th Street, Pompano Beach, FL, 33069

Professionals at this location: 9 total employees - 6 full-time and 3 part-time; 3 registered engineers; 3 inspector technicians; 3 administrative

Wayne Villavaso Landscape Architecture, Inc.

268 Flamingo Drive, West Palm Beach, FL 33401

Professionals at this location: 1 Landscape Architect/Certified Arborist



TAB 10

Local Businesses



LOCAL BUSINESSES

EXHIBIT A

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

CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

T-28-20 Continuing Contract for
 Construction Engineering Inspections

Solicitation # & Title: (CEI) Services

Prime Contractor's Name: Baxter & Woodman, 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>
QuEST Engineering Services & Testing, Inc.	R. N. Sailappan, P.E., (954) 582-9800	Geotechnical Engineering, Structural Engineering and Inspections, Structural Bridge Inspections and Materials Testing.	20%

LOCAL BUSINESS EXHIBIT "A"

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**DBA:** LOUIS DOMINIC HAUSSMANN
Business Name:**Receipt #:** 315-283919
Business Type: ENGINEER (ENGINEER)**Owner Name:** BAXTER & WOODMAN INC
Business Location: 6600 N ANDREWS AVE STE 100
FT LAUDERDALE
Business Phone: 5616554125**Business Opened:** 05/08/2017
State/County/Cert/Reg: 81515
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
3

		For Vending Business Only					
		Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
30.00	3.00	0.00	0.00	0.00	0.00	33.00	

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

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

Mailing Address:BAXTER & WOODMAN INC
6600 N ANDREWS AVE STE 100
FORT LAUDERDALE, FL 33309**Receipt #** 10A-18-0000825
Paid 09/23/2019 33.00**2019 - 2020****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**DBA:** LOUIS DOMINIC HAUSSMANN
Business Name:**Receipt #:** 315-283919
Business Type: ENGINEER (ENGINEER)**Owner Name:** BAXTER & WOODMAN INC
Business Location: 6600 N ANDREWS AVE STE 100
FT LAUDERDALE
Business Phone: 5616554125**Business Opened:** 05/08/2017
State/County/Cert/Reg: 81515
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
3

		For Vending Business Only					
		Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
30.00	3.00	0.00	0.00	0.00	0.00	33.00	

Receipt # 10A-18-0000825
Paid 09/23/2019 33.00



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2019-2020

100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
 (954) 828-5195



Business ID: 1702133 Business Name: BAXTER & WOODMAN INC
 Business Address: 6600 N ANDREWS AVE # 100
 Tax Category: CONSULTANT (UNCLASSIFIED) Tax#: 746494 Fee:

BAXTER & WOODMAN INC
 8678 RIDGEFIELD RD
 CRYSTAL LAKE, IL 60012

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1702133
 Tax Number: 746494
 Business Name: BAXTER & WOODMAN INC
 Business Address: 6600 N ANDREWS AVE # 100
 Business Contact: HAUSSMANN, LOUIS D

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

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

BUSINESS TAX DIVISION
 100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
 Phone (954)828-5195 | Fax (954)828-5881
www.fortlauderdale.gov

Rev. 6/19/2019

EXHIBIT B

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

Solicitation Number T-28-20

TO: Baxter & Woodman, Inc.
(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:

at the following price: _____

August 12, 2020
(Date)

Quest Engineering Services & Testing, Inc.
(Print Name of Local Business Contractor)

2737 NW 19 Street
(Street Address)

Pompano Beach, FL - 33069
(City, State Zip Code)

BY: *K. S. Srilappan*
(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"

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: QUEST ENGINEERING SERVICES & TESTING INC
Business Name: QUEST ENGINEERING SERVICES & TESTING INC
Owner Name: R N SAILAPPAN
Business Location: 2737 NW 19 ST
 POMPANO BEACH
Business Phone: 954-582-9800

Receipt #: 315-580
Business Type: ENGINEER (ENGINEER)
Business Opened: 04/29/2005
State/Country/Cert/Reg: 46696/7954
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

Number of Machines:		For Vending Business Only		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:
 R N SAILAPPAN
 2737 NW 19 ST
 POMPANO BCH, FL 33069

Receipt #1CP-18-00013967
Paid 08/06/2019 30.00

2019 - 2020



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

January 24, 2020

Mr. R. N. Sallappan, P.E.
QUEST ENGINEERING SERVICES & TESTING, INC
 2737 NW 19th Street
 Pompano Beach, Florida 33069

Dear Mr. Sallappan:

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

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

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

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

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

NAICS CODE: 541330, 541380

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandy-Michael McDonald".

Sandy-Michael McDonald, Director
 Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: January 3rd

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org/econdev



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

January 31, 2020

Mr. R. N. Sailappan, P.E.
QUEST ENGINEERING SERVICES & TESTING, INC.
2737 NW 19th Street
Pompano Beach, Florida 33069

ANNIVERSARY DATE – Annually, on November 26th

Dear Mr. Sailappan:

Broward County is pleased to announce **Quest Engineering Services & Testing, Inc.** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon Quest Engineering Services & Testing, Inc. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Quest Engineering Services & Testing, Inc. as a DBE.

As long as Quest Engineering Services & Testing, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Quest Engineering Services & Testing, Inc.

Quest Engineering Services & Testing, Inc. will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables Quest Engineering Services & Testing, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org/econdev

EXHIBIT C

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # T-28-20

I, Rebecca Travis, PE, ENV SP - Executive Vice President/FL Division Manager
(Name and Title)

of Baxter & Woodman, Inc., certify that on the 24th day of

August, 2020, 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.)
N/A		

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: We have indicated local business participation in this RFI response.

Name and Title: Rebecca Travis, PE, ENV SP-Executive Vice President, FL Division Manager 

Date: August 24, 2020

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

EXHIBIT D

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

Solicitation # T-28-20

1. What portions of the contract have you identified as Local Business opportunities?
Geotechnical Engineering, Structural Engineering and Inspections, Structural Bridge Inspections and Materials Testing.

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

3. Did you send written notices to Local Businesses?
N/A Yes N/A 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 X 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 ?
We contacted a local business, QuEST Engineering Services & Testing, Inc., and discussed the work included in the RFI.

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

<u>QuEST Engineering Services & Testing, Inc.</u>	<u>20%</u>
_____	\$ _____
_____	\$ _____

7. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"



TAB 12

Minority Business Enterprise Participation Form



BIDDERS ARE TO COMPLETE FORM AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # T-28-20

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 with your electronic submittal.

Name of Firm	Certificate Included?
QuEST Engineering Services & Testing, Inc.	Yes

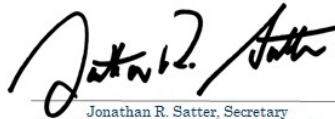
State of Florida

Minority Business Certification

Quest Engineering Sevices & Testing, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/19/2019 to 08/19/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



TAB 13

Litigation

BAXTER & WOODMAN
Consulting Engineers

LITIGATION

As a large regional consulting engineering firm providing services in the states of Wisconsin, Illinois, and Florida, Baxter & Woodman, in the course of our business, occasionally becomes involved as a party in claims, disputes, or litigation. However, we can affirm that there is no pending or threatened claim, dispute, or litigation which could reasonably be anticipated to have an adverse impact on our financial or professional ability to perform the services contemplated by this proposal.

Name and Location	Nature of Claim	Date of Claim	Resolution Date of Claim and How Resolved	Court Case; County; State	Insurance	Active/Inactive
John Melone vs. Village of Glenview	Construction worker injury	2019	Contractor is defending Baxter & Woodman	2019 L 006916, Circuit Court of Cook County, IL	Mike Welbel; Risk Strategies; 847-513-6616	Active
Linda Bruno-Coffman and Richard Coffman vs. Southeastern Engineering Contractors, Inc., Murphy Pipeline Contractors, and Baxter & Woodman	Pedestrian tripped along sidewalk in construction zone.	2019	Non-binding mediation set for October, 2020	17th Judicial Circuit Court of Broward County, FL CACE-19-003469	Mike Welbel; Risk Strategies; 847-513-6616	Active
Robert Waghorne vs. Village of Northbrook	Pedestrian tripped over curb in construction zone.	2018	Pre-trial settlement conference scheduled in August, 2020	Circuit Court of Cook County, IL 18 L 006525	Mike Welbel; Risk Strategies; 847-513-6616	Active
Andrew Farley and Amal Farley vs. Commonwealth Edison Co, Hometown Electric, Village of Lake in the Hills, and McHenry County	Pedestrian injured in construction zone.	2018	INACTIVE - Baxter & Woodman dismissed from the case	22nd Judicial Circuit Court of McHenry County, IL 18 LA 000127	Mike Welbel; Risk Strategies; 847-513-6616	Inactive



TAB 14

Certificate of Insurance



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2020

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

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

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062		CONTACT NAME: PHONE (A/C, No, Ext): (847) 412-1414 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Baxter & Woodman, Inc. 8678 Ridgely Road Crystal Lake IL 60012		INSURER A: Valley Forge Ins Co 20508 INSURER B: Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL19122744767 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6045872351	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> primary/non contributory						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> subj to written contract						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY			6045872348	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6045872365	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6045872379	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591900841	1/1/2020	1/1/2021	Per Claim \$5,000,000
							Aggregate \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Christian/CID <i>MS Christian</i>

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ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD



TAB 15

Appendix A: City Forms



APPENDIX A: CITY FORMS

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: Baxter & Woodman, Inc.

Vendor FEIN: 36-2845242

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



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

PROPOSER INFORMATION PAGE

T-28-20 , Continuing Contract for Construction Engineering Inspection (CEI) Services
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Rebecca Travis, PE, ENV SP Title Executive Vice President, FL Division Manager

Company (Legal Registered) Baxter & Woodman, Inc.

Federal Tax Identification Number 36-2845242

Address 6600 North Andrews Ave., Suite 100

City/State/Zip Fort Lauderdale, FL 33309

Telephone No. 954-945-5483 Fax No. 561-655-6179

Email Address RTravis@baxterwoodman.com

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

X 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.

August 24, 2020

(Date)

Baxter & Woodman, Inc.

(Name of Firm)

BY: Rebecca Travis, PE, ENV SP

(Name)





City of Pompano Beach
Billable Rate Schedule

Labor Classification	Hourly Rate
Principal/Vice President	\$195/hr
Senior Engineer – Level III/IV	\$180/hr
Senior Engineer – Level I/II	\$168/hr
Engineer – Level III/IV	\$140/hr
Engineer – Level I/II	\$120/hr
Engineer Intern	\$65/hr
Professional Surveyor/PSM	\$150/hr
2-Man Survey Crew	\$130/hr
Construction Manager	\$145/hr
Construction Inspector	\$110/hr
Sr. Engineering CADD Technician	\$120/hr
Marketing Professional/Social Media	\$120/hr
Administrative Support	\$70/hr

- Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
- Hourly rates for inspection services do not include overtime.
- Mileage charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
- Project reimbursable items (printing, postage) will be reimbursed at direct costs.
- Traffic Counters \$50/day.
- Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem plus \$24.00 per hour processing.
- Drone units will be reimbursed at a rate of \$2,000.00 per day
- Sub-consultant costs will be reimbursed at their invoice costs plus 10%.
- Rates effective 1/1/2021

Prepared by:

Rebecca Travis, Executive Vice President
Baxter & Woodman, Inc.

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
\$1,000,000 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	

AUTOMOBILE LIABILITY:

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

- XX comprehensive form
- 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

XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2021

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

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

PRODUCER RSC Insurance Brokerage, Inc. 650 Dundee Road Suite 170 Northbrook IL 60062		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Ins Co	20508
		INSURER B: Continental Insurance Co	
		INSURER C: Continental Casualty Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Baxter & Woodman, Inc. 477 S. Rosemary Avenue Suite 330 West Palm Beach FL 33401			

COVERAGES **CERTIFICATE NUMBER:** CL20122188453 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subject to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6045872351	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 15,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6045872348	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6045872365	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE						\$ 5,000,000	
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6045872379	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
C	Professional Liability			AEH591900841	01/01/2021	01/01/2022	Per Claim	5,000,000
	Aggregate						5,000,000	

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

Re: RLI T-28-20: Continuing Contract for Construction Engineering Inspection (CEI) Services for Various City Projects.
City of Pompano Beach is included as an additional insured as respects the General Liability and Auto Liability. Waiver of Subrogation applies to Workers Compensation.

CERTIFICATE HOLDER

City of Pompano Beach 1201 NE 5th Avenue Pompano Beach FL 33060

CANCELLATION

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

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