

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the **City of Pompano Beach** ("City") and **Chen Moore and Associates, Inc.**, a Florida Corporation ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work and **Request for Qualification (RFQ) – RFQ25-037 Professional Services for Sustainability Projects**, set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The City, on behalf of its Planning Department, desires to contract with Contractor to provide qualified professional services to advance sustainability and resilience initiatives services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope of Services and **RFQ25-037** set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a **term of three (3) years**, beginning with the date it is fully executed by both parties. After the initial three (3) years, the contract **can be renewed for two (2) additional one-year terms**, subject to the agreement of both parties. The CITY reserves the right to negotiate the terms of its respective agreement with the awarded company.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed Two Hundred Thousand Dollars (\$200,000.00) per CITY's fiscal year.

B. Payment. All payments by City shall be made after the Work has been verified and completed. **Scope of Work will be assigned** with each task to be initiated as permitted by funding when and as directed **by City via a Work Authorization**.

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 Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor 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 Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, 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 Contractor, and/or Contractor'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.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices for payment shall be made after the Work has been verified and completed. Contractor shall submit invoices to City on a monthly basis based on progress of each task.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Jean Dolan, Principal Planner, or designee for the Planning Department, and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Peter Moore, P.E.
500 W. Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
Office: (954) 730-0707
Email: Ibarron@chenmoore.com

If to City: Jean Dolan, Principal Planner & Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7030
Email: Phil.Hyer@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written

notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. 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. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 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 Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, 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 arising directly or indirectly from Contractor's performance under

this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor 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 Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor 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 of interest by City.

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

15. *Sovereign Immunity.* 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.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *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:

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 Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the 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

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor 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 Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

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

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

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term,

Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

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

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

Witnesses:

Melissa Dannelly
Melissa Dannelly
(Print or Type Name)

Vincent Locyano
Vincent Locyano
(Print or Type Name)

Chen Moore and Associates, Inc.

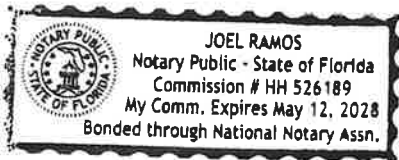
By: Peter Moore, P.E., Director President (DP)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of July, 2025 by **Peter Moore as Director President (DP) of Chen Moore and Associates, Inc.**, a Florida corporation on behalf of the corporation who is personally known to me or who has produced as identification.

NOTARY'S SEAL:



Joel Ramos
NOTARY PUBLIC, STATE OF FLORIDA

Joel Ramos
(Name of Acknowledger Typed, Printed, or Stamped)

HH 526189
Commission Number

EXHIBIT “A”



Florida's Warmest Welcome

CITY OF POMPANO BEACH

**REQUEST FOR QUALIFICATIONS
RFQ25-037**

Professional Services for Sustainability Projects

VIRTUAL PRE-BIDDERS CONFERENCE:

April 29, 2025, 10:00 A.M.

VIRTUAL BID OPENING:

May 22, 2025, 2:00:00 P.M.

For access, go to:

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

Dear Prospective Proposers,

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) - RFQ25-037 PROFESSIONAL SERVICES FOR SUSTAINABILITY PROJECTS.

The City of Pompano Beach seeks to engage qualified professional services to advance sustainability and resilience initiatives. This RFQ aims to select firm(s) with proven expertise in engineering, urban planning, vulnerability assessment, adaptation planning, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and sustainability policy integration.

This RFQ intends to approve a list of firms rather than awarding the contract to any specific firm. The City plans to engage up to 8 firms for professional services to advance sustainability and resilience initiatives. This approach allows us to leverage the expertise of multiple firms, ensuring a diverse range of perspectives and solutions. By collaborating with these selected firms, we aim to enhance our efforts in developing and implementing effective strategies that promote sustainability and resilience within our community. The selected firms shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RFQ is subject to the “Cone of Silence,” which imposes certain restrictions on communications concerning the RFQ process.

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

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

The City will receive sealed proposals until 2:00:00 p.m. (EST), May 22, 2025. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is accepted will be resolved against the proposer.

Proposers 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 from the eBid System as a PDF at <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

Procurement and Contracts Department
City of Pompano Beach, Florida.

SCHEDULE OF EVENTS

RFQ NUMBER:	RFQ25-037
RFQ TITLE:	PROFESSIONAL SERVICES FOR SUSTAINABILITY PROJECTS
RELEASE DATE:	4/17/2025
DATE PUBLISHED IN SUN-SENTINEL	4/23/2025
VIRTUAL NON-MANDATORY PRE-BIDDERS CONFERENCE	4/29/2025 – 10:00 AM (EST)
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	5/12/2025 – 05:00 PM (EST)
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	5/15/2025
RFQ RESPONSES DUE DATE/TIME:	5/22/2025 - 02:00 PM (EST)
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

Non-Mandatory Pre-Proposal Meeting

The non-mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on 4/29/2025, at 10:00 a.m. (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

A. Introduction

The City of Pompano Beach seeks to engage qualified professional services to advance sustainability and resilience initiatives. This RFQ aims to select firm(s) with proven expertise in engineering, urban planning, vulnerability assessment, adaptation planning, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and sustainability policy integration.

B. Scope of Services

1. Adaptation Plan Development.

Objective: Develop an Adaptation Plan that builds on the existing vulnerability assessment to enhance community resilience and address identified vulnerabilities.

Key Tasks:

- The 'Request for Proposal' serves as a crucial tool to identify and prioritize adaptation actions

- based on feasibility, cost-effectiveness, and social and environmental impacts.
- Incorporate green stormwater infrastructure as a central component of adaptation strategies where applicable.
- Utilize an objective framework with qualitative and quantitative measures to assess project benefits, community acceptance, and potential obstacles.
- Develop an implementation schedule and funding strategy to support the procurement and execution of prioritized actions.
- Ensure the plan enhances flood mitigation, biodiversity, and natural resource conservation.

2. Implementation Planning

Objective: Translate adaptation strategies into actionable implementation plans that support sustainable urban development.

Key Tasks:

- Develop detailed implementation plans with timelines, budgets, and performance metrics to ensure effective execution.
- Coordinate with city departments and stakeholders to facilitate seamless integration into existing municipal operations.
- Incorporate strategies for biodiversity enhancement, natural resource conservation, and green stormwater infrastructure.
- Identify funding opportunities, including grants and public-private partnerships, to support implementation.

3. Urban Forestry Plan

Objective: Expand and sustain a resilient urban tree canopy to reduce urban heat, enhance climate adaptation, and support stormwater management.

- Key Tasks:
- Develop an Urban Tree Canopy Plan that prioritizes increasing tree coverage in public spaces such as parks, swales, right-of-way, and other municipal properties, targeting areas with high heat exposure and limited shade.
- Prioritize native species for maximum cooling, biodiversity, and low-maintenance benefits.
- Integrate green stormwater infrastructure
- Use GIS and heat mapping to identify priority planting areas and measure cooling benefits.
- Develop educational resources and outreach programs to encourage tree planting and maintenance in heat-stressed areas. Guide on selecting native tree species that are resilient to local climate conditions and beneficial for urban wildlife.

4. CRS Watershed Management Plan

- Objective: Maximize points under the requirements of the CRS Program for a Watershed Management Plan.

Key Tasks:

- Develop a comprehensive Watershed Management Plan to meet the Community Rating System manual requirements.
- Conduct hydrologic and hydraulic modeling to assess existing watershed conditions, identifying areas vulnerable to flooding and water quality issues.
- Prioritize watershed restoration projects and green infrastructure solutions to enhance resilience to climate change impacts.
- Incorporate strategies to promote groundwater recharge, improve water quality, and reduce flood risks.
- Coordinate with regional water management agencies to ensure compliance with regional policies and regulations.

- Integrate the Watershed Management Plan with other sustainability and adaptation initiatives to support holistic water resource management.

5. Water Audit at Selected City Facilities

Objective: Identify inefficiencies and conservation opportunities in municipal water usage to reduce consumption and enhance sustainability.

- Conduct a detailed water audit at selected city facilities to identify inefficiencies and opportunities for conservation.
- Assess indoor and outdoor water usage patterns, leak detection, fixture efficiency, and potential reuse strategies.
- Provide recommendations for reducing water consumption, implementing conservation technologies, and enhancing operational efficiency.

6. Energy Audits at Selected City Facilities

Objective: Improve energy efficiency in municipal facilities through detailed assessments and targeted recommendations.

- Perform energy audits at selected city facilities to assess current energy usage and identify efficiency improvements.
- Evaluate HVAC systems, lighting, insulation, and equipment performance.
- Recommend energy-saving measures, renewable energy integration opportunities, and potential cost savings.
- Develop a prioritized action plan for implementing energy efficiency upgrades.

7. Greenhouse Gas (GHG) Inventory Update

Objective: Track and reduce emissions through an updated Greenhouse Gas Inventory, ensuring alignment with the City's climate goals.

- Update the City's Greenhouse Gas Inventory to measure progress on emissions reduction goals.
- Assess emissions from municipal operations and community-wide sources.
- Identify key areas for emissions reduction and provide recommendations for mitigation strategies.
- Develop a reporting framework to track and communicate progress on climate action initiatives.

C. Term of Agreement

The Term of this Agreement/Contract is effective three (3) years from the start date. After the initial three (3) years, the contract can be renewed for two additional one-year terms, subject to the agreement of both parties. The City reserves the right to negotiate the terms of its respective agreement/contract with the awarded company(ies)/firm(s).

D. Qualifications Requirements:

The selected firm(s) should demonstrate:

- Proven experience in adaptation planning, sustainability, resilience, engineering, and urban planning.
- Expertise in vulnerability assessment, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and integrated watershed management.
- Strong GIS and data analysis capabilities for mapping, modeling, and scenario planning.
- Effective communication and stakeholder engagement skills, including public outreach and

- facilitation of community involvement.
- Capacity to work collaboratively with municipal departments, regional agencies, and community stakeholders.

E. Local Business Program

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

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

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the 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 city's limits. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

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

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the city's limits. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach

Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City'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.

The required goal for this Solicitation is **15%** for Local Vendor.

Suppose a Prime Contractor/Vendor cannot attain the contract's goal. In that case, 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 companies 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 and after projects are completed. The reports will be submitted to the assigned City project manager. 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 the award of future projects if the City Commission the City Commission imposes a sanction imposes a sanction.

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
 - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

The awarded vendor/contractor must comply with all Tier 1 and Tier 2 guidelines and meet all requirements before contract execution.

F. Required Proposal Submittal

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

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Approach / Relevant Projects:

Companies/Firms or teams shall submit their technical approach to perform the tasks described in the scope. Provide experience the firm with similar projects.

References:

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

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

Project Team Form:

Submit a proposed "Project Team" form that the firm ~~considers~~ proposes to select when a project is assigned. This form aims to identify the proposed team's key members, including any specialty subconsultants.

Organizational Chart:

Provide the organizational chart for the proposed Project Team.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to items described in the Scope of Services section of this RFQ. 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 in the situation a project is assigned to the firm. Name specific projects [successfully completed within the past five (5) years] where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for prime and consultants.

Office Locations:

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

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

Litigation:

Disclose any litigation within the past five (5) years arising from your company/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. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional evidence of financial solvency, including additional documents post-proposal opening and before evaluation demonstrating the Proposer's ability to perform the resulting agreement/contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

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

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

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

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

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

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

G. Insurance

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

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

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

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

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

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

Type of Insurance**Limits of Liability**

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

* Policy to be written on a claims incurred basis

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

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

XX comprehensive form XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

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

PROFESSIONAL LIABILITY Per Occurrence Aggregate

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

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

sooner by the applicable statute of limitations.

CYBER LIABILITY

Per Occurrence Aggregate

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

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

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

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

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

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

H. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/ firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Statement of Qualifications(s) received and to select the most qualified firm(s). All Statement of Qualifications will be reviewed by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFQ. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend up to eight (8) Submitting Firms to the City Commissioners for the award and execution of

an Agreement.

Proposals will be evaluated using the following criteria:

Line	Criteria	Points Range
1	Demonstrated expertise and experience in sustainability and resilience planning	0 - 40
2	Quality and relevance of previous project examples.	0 - 45
	a) Number of similar projects	
	b) Complexity of similar projects	
	c) References from past projects performed by the company/firm	
	d) Previous projects performed for the City (provide the description)	
	e) Litigation within the past five (5) years arising out of the company's/firm's performance (list, describe outcome)	
4	Local Business Program	0 - 15
Total		100

NOTE:

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

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

- Tie Breaker:

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

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

- Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any statement of qualifications containing material deviations from the RFQ. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive statement received and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole firm or may recommend rejecting the proposal.

- Committee's Recommendations:

The Evaluation Committee may recommend rejecting the statement of qualifications received or awarding the contract.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive firms, in its sole judgment, as it deems appropriate

before making its recommendation for award, starting with the highest-ranked firm first, then the second highest-ranked firm, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive firm if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, or specification during an exempt negotiation session with the highest-ranked responsive firm.

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

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend the approval of up to eight (8) ranked responsive firms; to declare an impasse with a ranked responsive firm; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive firms. The Committee may declare an impasse with a ranked responsive firm at any time or proceed with further negotiations with one (1) or more of the next highest-ranked firm(s). Suppose negotiations are unsuccessful or have reached an impasse with a ranked firm; in that case, the Committee reserves the right not to recommend an award to a ranked firm if it is in the City's best interest and must be stated on the record. The final scores are only a ranking of statements received for negotiation (i.e., the highest-ranked firm will be the first to start the negotiations) and do not determine the actual award.

- **Determination of Award:**

The City Commission shall consider the Committee's recommendation to approve the selection of up to eight (8) firms for this RFQ and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

This RFQ intends to approve a list of firms rather than awarding the contract to any specific firm. The City intends to engage up to 8 firms for professional services to advance sustainability and resilience initiatives. This approach allows us to leverage the expertise of multiple firms, ensuring a diverse range of perspectives and solutions. By collaborating with these selected firms, we aim to enhance our efforts in developing and implementing effective strategies that promote sustainability and resilience within our community.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this agreement/contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled

or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

J. Right to Audit

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

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

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

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

K. Retention of Records and Right to Access

The City is a public agency subject to Florida Statutes Chapter 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the awarded company/firm shall:

1. Keep and maintain public records required by the City to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

L. Communications

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

M. No Discrimination

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

N. Independent Contractor

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

O. Staff Assignment

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

P. Agreement/Contract Terms

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

- The agreement/contract shall include, at minimum, the entirety of this solicitation and the awarded proposal. The City of Pompano Beach City Attorney shall prepare it.
- If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded company/firm agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

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

R. Survivorship Rights

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

S. Manner of Performance

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

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

T. Acceptance Period

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

U. Conditions and Provisions

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

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

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

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

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

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

V. Standard Provisions

1. Governing Law

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

2. Licenses

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

3. Conflict of Interest

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

4. Drug-Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity with Laws

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

9. Withdrawal of Proposals

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

10. Composition of Project Team

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

11. Invoicing/Payment

All invoices should be sent to the 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 forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Section 119 or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format compatible with the City's information technology systems.
- b. Failure of the contractor/consultant to provide the above-described public records to the City within a reasonable time may subject the contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

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

RecordsCustodian@copbfl.com

W. Questions, Communication, and Addendums

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the due date and time specified herein. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the proposer's responsibility to obtain all addenda before submitting a response to this solicitation.

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

X. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the awarded company's/firm's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an exhibit in this solicitation.

Y. Protest Procedures

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

Director of Procurement and Contracts,

City of Pompano Beach

1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

Z. Attachments and Attributes

Attachments

1. **Project Team**
2. **T1_T2_Form** - To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.
3. **Proposer Information Form** - Proposer Information Form is to be included in your proposal that must be uploaded to the Response Attachments Tab.
4. **Vendor Certif. Scrutinized Companies** - Must be uploaded to the Response Attachment Tab
5. **Bid Bond Form** - Each bid requires a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. Bidder shall upload a copy of their bid bond or a copy of the certified check to the Response Attachments tab in the eBid System. The awarded bidder will be required to submit the original executed bid bond or cashier's check prior to the execution of the contract and before the commencement of any work.
6. **SAMPLE SERVICE AGREEMENT** - Sample purposes only. The City reserves the right to add, delete or modify any and all terms and conditions of this sample agreement.

Attributes

1. Local Business
2. Drug-Free Workplace
3. Conflict of Interest
4. Terms & Conditions
5. Acknowledgement of Addenda
6. Local Business Participation Percentage



RFQ25-037 Addendum 4

Chen Moore and Associates

Supplier Response

Event Information

Number: RFQ25-037 Addendum 4
Title: Professional Services for Sustainability Projects
Type: Request for Qualifications
Issue Date: 4/17/2025
Deadline: 5/29/2025 02:00 PM (ET)
Notes: The City of Pompano Beach seeks to engage qualified professional services to advance sustainability and resilience initiatives. This RFQ aims to select firm(s) with proven expertise in engineering, urban planning, vulnerability assessment, adaptation planning, biodiversity enhancement, natural resource conservation, green stormwater infrastructure, urban forestry planning, and sustainability policy integration.

This RFQ intends to approve a list of firms rather than awarding the contract to any specific firm. The City plans to engage up to 8 firms for professional services to advance sustainability and resilience initiatives. This approach allows us to leverage the expertise of multiple firms, ensuring a diverse range of perspectives and solutions. By collaborating with these selected firms, we aim to enhance our efforts in developing and implementing effective strategies that promote sustainability and resilience within our community. The selected firms shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

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

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

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is accepted will be resolved against the proposer.

Proposers 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 from the eBid System as a PDF at <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Contact Information

Contact: Eric Seifer
Address: Procurement and Contracts
1190 NE 3 Avenue

Building C
Pompano Beach, FL 33060
Email: eric.seifer@copbfl.com

Chen Moore and Associates Information

Contact: Peter Moore, P.E.
Address: 500 W Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
Email: lbarron@chenmoore.com
Web Address: chenmoore.com

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

Jose Acosta

Signature

Submitted at 5/28/2025 06:15:57 AM (ET)

lbarron@chenmoore.com

Email

Requested Attachments

Proposal

CMA ProposalREDACTED.pdf

Proposals shall be submitted electronically through the eBid System (Response Attachments Tab). Proposer shall upload the response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.

Proposer Information Form

Proposer Information Form.pdf

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

Project Team

Project team form.pdf

T1 - T2 Form

T1 - T2 Form.pdf

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

Vendor Certif. Scrutinized Companies form.

Vendor Certif. Scrutinized
Companies form.pdf

Financial Statements

financials confidential.pdf

To permit the City to comply with Section 119.071 of Florida Statutes, exempting financial statements from public records, please do not include confidential financial statements in your proposal. Label financial statements "CONFIDENTIAL" and attach them here.

Bid Attributes

1 Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)

No

2 Drug-Free Workplace

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

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

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

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

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

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

3 Conflict of Interest

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

4 Terms & Conditions

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

☒ Agree

5 Acknowledgement of Addenda

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

☒ Yes

6 Local Business Participation Percentage

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

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 my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

and/or

_____ 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.

or

 x My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

 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.

and/or

_____ 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

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.

May 22, 2025

Date

Peter Moore, P.E., F.ASCE, FACEC, F.FES

Bidder/Proposer (Print Name)

Chen Moore and Associates

Name of Prime Company/Firm

Bidder/Proposer (Signature)

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Chen Moore and Associates

Vendor FEIN: 59-2739866

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



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Chen Moore and Associates

Vendor FEIN: 59-2739866

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I Certify



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I Certify



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

PROPOSER INFORMATION PAGE

RFQ 25-037, Professional Services for Sustainability Projects
(number) (RFQ name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFQ. I have read the RFQ 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) Peter Moore, P.E., F.ASCE, FACEC, F.FES Title President

Company (Legal Registered) Chen Moore and Associates

Federal Tax Identification Number 59-2739866

Address 500 West Cypress Creek Road, Suite 600

City/State/Zip Fort Lauderdale, FL, 33309

Telephone No. 954.730.0707 Fax No. 954.730.2030

Email Address pmoore@chenmoore.com

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN THEIR PROPOSAL, WHICH MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RFQ # RFQ25-037 Name: Professional Services for Sustainability Projects

Federal I.D.# 59-2739866

PRIME

Role	Name of Individual Assigned to Project	Number of Years' Experience	Education, Degrees
Principal-In-Charge	<u>Jason J McClair, P.E., CFM, LEED AP</u>	<u>28</u>	<u>B.S.,</u>
Project Manager	<u>Brent Whitfield, P.E., ENV SP</u>	<u>20</u>	<u>B.S., M.S.</u>
Asst. Project Manager	<u>Charmaine Emanuels P.E.</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>Aleem Ghany, P.E, ENV SP, CFM</u>	<u>28</u>	<u>B.S., MBA</u>
Other Key Member	<u>Jennifer Lea Smith, P.E.</u>	<u>19</u>	<u>B.S.</u>

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office	Name of Individual Assigned to the Project
Adaptation and Implementation Planning	Handling the Project <u>Brizaga</u>	<u>Alec Bogdanoff, PhD</u>
Water Audit / Energy Audit / GHG Inventory	<u>SOCOTEC</u>	<u>Jonathan Burgess</u>
Adaptation and Implementation Planning	<u>Keith</u>	<u>Kelly Cranford, P.E., ENV SP</u>
(specify)	<u></u>	<u></u>
(specify)	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>

RFQ #: RFQ25-037 Tentative City Commission Meeting Date*: TBD

RFQ Title: Professional Services for Sustainability Projects # Notified: 1275 # Downloaded: 27

of Responses Rec'd: 11 # of "No Bids": 1

For: Planning Department RFQ Opening Date: 05/29/2025
(Department)

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

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

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received eleven (11) proposals for RFQ25-037 Professional Services for Sustainability Projects. IBM and NEBAH Enterprises LLC failed to submit documentation detailed in Section F - Required Proposal Submittal and were deemed non-responsive.

Proposal	Score	Ranking
Keith and Associates, Inc.	296.00	Highest Ranked
Chen Moore and Associates.	267.00	2nd Highest Ranked
Kimley-Horn and Associates, Inc.	257.00	3rd Highest Ranked
Arcadis US, Inc.	244.00	4th Highest Ranked
AECOM (AECOM Technical Services, Inc.)	232.00	5th Highest Ranked
Aptim Environmental & Infrastructure, LLC	231.00	6th Highest Ranked
RS&H, Inc	218.00	7th Highest Ranked
EXP U.S. Services	202.00	8th Highest Ranked
WM Sustainability Services (Waste Management National Services, Inc.)	100.00	9th Highest Ranked
IBM	Non-responsive	Non-responsive
NEBAH Enterprises LLC	Non-responsive	Non-responsive

The Evaluation Committee has passed a formal motion recommending an award to a pool consisting of the eight highest-ranked firms. Upon thorough review of all proposals received in response to the RFQ, the Committee confirmed that each of the top eight firms meets all the requirements outlined in the solicitation. As such, all eight are deemed fully responsive and responsible, and are each recommended for contract award.

By:

Jeffrey English

(Purchasing Agent)

Date:

07/07/2025



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CHEN MOORE AND ASSOCIATES, INC.

Filing Information

Document Number J41454
FEI/EIN Number 59-2739866
Date Filed 11/07/1986
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/15/2019
Event Effective Date NONE

Principal Address

500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Changed: 08/23/2023

Mailing Address

500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Changed: 08/23/2023

Registered Agent Name & Address

MOORE, PETER MDP
500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Name Changed: 02/25/2010

Address Changed: 08/23/2023

Officer/Director Detail

Name & Address

Title DP

MOORE, PETER M
500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Title DT

MCCLAIR, JASON J
500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Title D

HARRISON, ERIC D
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SUITE 600
FORT LAUDERDALE, FL 33309

Title SECRETARY

BREA, SAFIYA T
500 WEST CYPRESS CREEK ROAD
SUITE 600
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Title CFO

DANNELLY, SEAN E
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Title VP

ACOSTA, JOSE L
500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Title DO	
LEHR, GREGORY BENJAMIN 500 WEST CYPRESS CREEK ROAD SUITE 600 FORT LAUDERDALE, FL 33309	
Annual Reports	
Report Year	Filed Date
2023	01/08/2023
2024	01/04/2024
2025	01/09/2025
Document Images	
01/09/2025 -- ANNUAL REPORT	View image in PDF format
01/04/2024 -- ANNUAL REPORT	View image in PDF format
10/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
09/18/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/23/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- Amendment	View image in PDF format
01/14/2019 -- ANNUAL REPORT	View image in PDF format
08/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
09/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2014 -- ANNUAL REPORT	View image in PDF format
07/02/2013 -- Name Change	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
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01/14/2009 -- ANNUAL REPORT	View image in PDF format
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01/04/2007 -- ANNUAL REPORT	View image in PDF format
03/12/2006 -- ANNUAL REPORT	View image in PDF format
03/25/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
02/21/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
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01/18/2000 -- ANNUAL REPORT	View image in PDF format
01/20/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
03/06/1996 -- ANNUAL REPORT	View image in PDF format
04/04/1995 -- ANNUAL REPORT	View image in PDF format



RFQ25-037
Professional Services for
Sustainability Projects



cma

chen moore and associates

500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL, 33309

954.730.0707

Contact Person: Brent Whitfield, P.E., ENV SP

Due: May 29, 2025

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1. Letter of Transmittal

RFQ25-037
Professional Services for Sustainability
Projects



1. Letter of Transmittal

May 22, 2025

Procurement and Contracts Department

City of Pompano Beach, Florida

Re: RFQ25-037 Professional Services for Sustainability Projects

Dear Selection Committee,

Chen Moore and Associates, Inc. (CMA) is honored to submit our qualifications for the City of Pompano Beach's Request for Qualifications RFQ25-037: Professional Services for Sustainability Projects. With nearly four decades of experience and a deep-rooted commitment to resilient and sustainable communities, CMA is prepared to support the City with innovative, actionable, and community-focused services.

Founded in 1986, CMA is a multidisciplinary consulting firm offering civil engineering, landscape architecture, planning, environmental services, water resources, and construction management. Our staff of over 155 professionals works across 12 offices statewide. Notably, CMA currently holds more than 100 continuing services contracts throughout Florida with municipalities, counties, regional utilities, and state agencies. These engagements demonstrate our broad capacity and our clients' trust in our ability to deliver tailored and high-impact solutions.

To ensure comprehensive and technically sound support for this contract, CMA has assembled a team of highly qualified subconsultants, including:

- **KEITH** – providing surveying, urban design, and municipal infrastructure planning support.
- **Brizaga**, Inc. – offering expertise in climate resilience planning, public engagement, and grant assistance.
- **Socotec** – bringing capabilities in sustainability policy, LEED certification, water use strategy, energy use and production strategy, and greenhouse gas (GHG) inventory and advisory.

We have developed strong and effective working relationships with each of these subconsultants through prior successful collaborations on projects across South Florida. This existing synergy enables efficient communication, seamless coordination, and enhanced value delivery. Our shared understanding of municipal goals and processes ensures that the team operates with agility and shared accountability. Each subconsultant brings proven local knowledge, aligned values, and complementary strengths to support the City's vision.

Alignment with Scope of Services

We understand that the City seeks comprehensive support for advancing its sustainability and climate resilience initiatives. The scope of services outlined in RFQ25-037 spans multiple disciplines, each requiring deep expertise, strategic foresight, and a proven track record of delivery. CMA has extensive experience with each of these focus areas and offers an integrated approach to ensuring measurable and lasting impact. Our team is equipped to not only plan but also implement and support City staff through actionable strategies and innovative solutions. Below is a detailed overview of our capabilities aligned with the City's seven priority areas:

1. Adaptation Plan Development

CMA has developed forward-looking adaptation plans for cities in Palm Beach Broward and Miami-Dade County. In Broward County specifically, CMA is working closely on plans to construct more resilient and adaptable infrastructure with Coral Springs, North Lauderdale, Tamarac, Dania Beach, and Southwest Ranches. These plans integrate vulnerability assessments, green infrastructure, and funding strategies. We use GIS analytics and participatory engagement to ensure plans are data-driven and community-supported.

2. Implementation Planning

Our firm bridges the gap between planning and action. We have crafted implementation plans with clear timelines, cost projections, metrics, and operational alignment for public agencies. Our staff collaborates across departments and leverages external funding to ensure feasibility and impact.

3. Urban Forestry Plan

CMA's landscape architects and certified arborists have developed urban forestry strategies that focus on reducing heat islands, increasing canopy in underserved areas, and enhancing biodiversity. We apply GIS and heat mapping, native plant palettes, and public education in all our urban forestry efforts.

4. CRS Watershed Management Plan

With multiple Certified Floodplain Managers on staff, CMA is well-versed in CRS Activity 510 planning. We have helped numerous municipalities increase their CRS ratings through watershed-scale H&H modeling, regulatory refinement, and green infrastructure integration.

5. Water Audits at Selected City Facilities

Our water resource engineers conduct indoor and outdoor audits to identify inefficiencies and provide practical conservation recommendations. These have included fixture retrofits, reuse strategies, and irrigation redesign. Our audits have resulted in quantifiable water savings and increased facility efficiency.

6. Energy Audits at Selected City Facilities

We offer ASHRAE-compliant energy audits of lighting, HVAC, and building envelopes. Our team has reduced municipal energy consumption by up to 35% through actionable retrofit recommendations and operational adjustments.

7. Greenhouse Gas (GHG) Inventory Update

CMA has led GHG inventory updates aligned with ICLEI and GPC protocols. Our inventories cover both municipal operations and community-wide emissions, and we support clients in developing reduction targets, action plans, and public dashboards.

Why CMA is the Right Partner

Proven Experience Across Florida

CMA's portfolio of over 100 active continuing services contracts is unmatched. We are currently trusted partners to local governments across Florida—from Broward to Duval Counties—demonstrating our ability to mobilize resources efficiently and deliver results consistently.

Integrated, Multidisciplinary Team

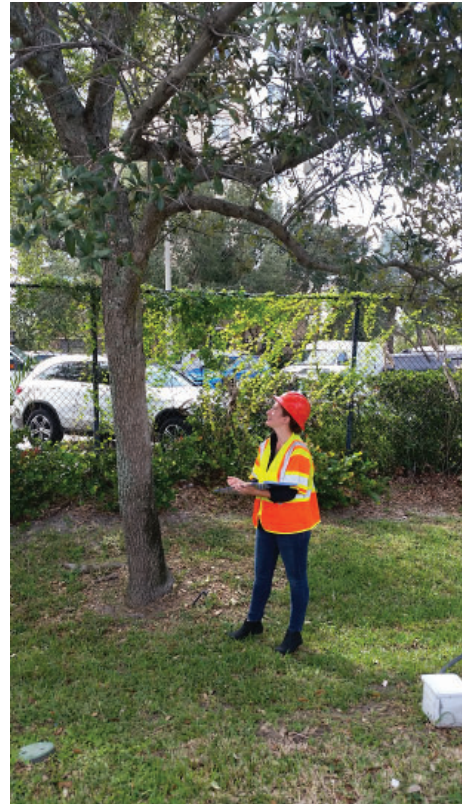
Our team includes Professional Engineers (P.E.), Envision Sustainability Professionals (ENV SP), Certified Floodplain Managers (CFM), landscape architects, certified arborists, planners, GIS specialists, and grant writers. This internal collaboration ensures cross-cutting expertise and seamless project delivery.

Strategic Teaming for Added Value

With KEITH, Brizaga, and RunBrook on our team, the City benefits from additional capacity, innovation, and proven success in local and regional sustainability initiatives. These firms are aligned in their commitment to delivering measurable environmental, social, and financial value.

Commitment to Pompano Beach and the Region

We have a strong history of service in the Broward County region and are familiar with the City of Pompano Beach's operational goals, staff, and infrastructure systems. This familiarity allows us to integrate quickly and add immediate value.



Funding and Implementation Focused

Our projects are designed with implementation in mind. We frequently assist clients in securing grants through FEMA BRIC, FDEP Resilient Florida, and EPA programs to move plans off the shelf and into construction.

Stakeholder Engagement and Equity

We prioritize public participation and equity in all our planning efforts. CMA utilizes interactive workshops, multilingual outreach, and digital tools to ensure inclusivity and build community ownership.

Conclusion

CMA is excited to support the City of Pompano Beach in its leadership toward a more resilient and sustainable future. Our decades of relevant experience, comprehensive capabilities, strong team of subconsultants, and unwavering commitment to quality service make us an ideal partner for this contract.



Should you require additional information, please feel free to contact me directly at

(954) 818-9552 or via email at pmoore@chenmoore.com.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a long horizontal stroke.

Peter Moore, P.E., F.ASCE, FACEC
President
CHEN MOORE AND ASSOCIATES, INC.



2. Technical Approach / Relevant Projects

RFQ25-037
Professional Services for Sustainability
Projects



2. Technical Approach / Relevant Projects

Technical Approach for Sustainability and Resilience Services

Chen Moore and Associates (CMA) is proud to present this Technical Approach for the City of Pompano Beach's RFQ25-037 for Professional Services for Sustainability Projects. CMA has spent nearly four decades partnering with municipalities throughout Florida to deliver cost-effective, technically robust, and community-focused engineering solutions. Our multidisciplinary team of engineers, planners, and sustainability professionals bring both visionary thinking and hands-on expertise to help municipalities translate their goals into impactful outcomes.

This approach outlines how CMA proposes to support the City in delivering a portfolio of sustainability and resilience initiatives, ranging from adaptation planning and green infrastructure to GHG tracking and urban forestry. What follows is a detailed summary of our tailored approach for each major discipline outlined in the scope of services, informed by the City's objectives, our experience, and our track record of success.

Approach

Our approach to public infrastructure and sustainability is rooted in the belief that every project must:

- Tailored to the unique environmental and socioeconomic conditions of the community.
- Promote multi-benefit outcomes such as resilience, equity, biodiversity, and fiscal stewardship.

Delivered with transparency, stakeholder engagement, and technical rigor.

CMA understands that traditional stormwater, utilities, and development projects must now address broader issues such as sea level rise, climate vulnerability, and community resilience. Our proposed approach incorporates green infrastructure, policy integration, performance monitoring, and interagency coordination—all built on lessons learned through our ongoing partnerships with municipalities including Boynton Beach, West Palm Beach, Riviera Beach, Tequesta, and others.

1. Adaptation Plan Development

Objective: Enhance community resilience through a technically grounded Adaptation Plan.

Approach: CMA will apply a structured planning process based on quantitative risk modeling, community engagement, and scenario planning. We begin by reviewing and updating existing vulnerability assessments to capture updated floodplain data, sea level rise projections, and asset inventories. Advanced modeling tools such as ICPR4 and HEC-RAS will be used to simulate storm surge, king tides, and high-intensity rainfall events under future conditions.

Using GIS-based Multi-Criteria Decision Analysis (MCDA), we will identify critical vulnerabilities in public infrastructure (roads, utilities, buildings) and evaluate adaptation options for their feasibility, benefit-cost ratio, environmental co-benefits, and community impact. A hallmark of our process is integration of green stormwater infrastructure (GSI)—bioretention, permeable surfaces, bioswales—into climate strategies. CMA will deliver an actionable implementation plan that includes a funding strategy, phased milestones, and clear performance indicators aligned with FEMA and CRS documentation protocols.

2. Implementation Planning

Objective: Translate identified adaptation strategies into executable action plans.

Approach: Drawing from our experience in capital improvement planning and stormwater program management, CMA will lead the development of project-specific implementation plans. These will include:

- Cost estimates grounded in real-time market data (validated through our Deltek and construction bid tracking systems);
- Detailed Gantt-style schedules;
- Interdepartmental coordination protocols;
- Permitting pathways and utility coordination strategies.

Our approach emphasizes early alignment with public works, parks, and utility departments to ensure implementability. We will identify grant opportunities (e.g., FDEP Resilient Florida, EPA WIFIA) and assist with application strategies.

3. Urban Forestry Plan

Objective: Strengthen urban cooling, biodiversity, and water management through a resilient tree canopy.

Approach: CMA's landscape architects and urban foresters will work with the City to develop a GIS-based Urban Tree Canopy Plan that integrates with green stormwater infrastructure (GSI) strategies. Using LiDAR and heat mapping, we will prioritize plantings in underserved, heat-vulnerable areas, aligning with equity and resilience goals.

Tree species will be selected based on nativity, climate hardiness, ecosystem benefits, and maintenance needs. In tandem, CMA will develop an outreach program to engage residents, neighborhoods, and schools in tree adoption and stewardship, providing educational resources tailored to Pompano Beach's climate and hydrology.

4. CRS Watershed Management Plan

Objective: Maximize FEMA CRS points and reduce long-term flood insurance premiums.

Approach: CMA will lead the development of a CRS-compliant Watershed Management Plan by leveraging our in-house Certified Floodplain Managers (CFMs) and drainage engineers. This will include comprehensive watershed delineation, H&H modeling, pollutant load analysis, and capital prioritization.

All work will align with FEMA Activity 450 standards and be structured for compatibility with existing master plans. Our familiarity with Broward County MIKE-SHE and ICPR models further allows scenario-based planning and future flood risk modeling.

5. Water Audit at Municipal Facilities

Objective: Reduce water consumption and enhance efficiency at City facilities.

Approach: CMA will conduct AWWAM36-based audits of fixtures, irrigation, and mechanical systems. Acoustic leak detection, meter verification, and consumption benchmarking will guide actionable recommendations.

Capital and operational improvements will be accompanied by ROI analyses, retrofit schedules, and rebate program assistance. Reporting will include consumption dashboards and conservation tracking metrics.

6. Energy Audits at Municipal Facilities

Objective: Improve energy efficiency, reduce operational costs, and reduce GHG emissions.

Approach: CMA will conduct ASHRAE Level I and II audits of lighting, HVAC, and controls, modeling retrofit outcomes using EnergyPlus or eQUEST. Measures will be prioritized by payback period, cost, and sustainability benefit.

Solar feasibility, battery storage, and low-emission equipment options will also be evaluated. CMA will assist with grant or rebate programs to support implementation.

7. Greenhouse Gas (GHG) Inventory Update

Objective: Provide actionable emissions data to support climate action goals.

Approach: CMA will use ICLEI ClearPath or equivalent protocols to track emissions by sector (Scopes 1-3), provide trend forecasting, and recommend targeted mitigation measures such as EV fleet conversions, solar energy, and waste reduction strategies.

We will prepare a digital reporting framework to support annual progress tracking and public transparency via dashboard tools.

Cross-Cutting Project Management Strategies

CMA's technical delivery is supported by rigorous project management systems. Our use of Deltek for tracking time, cost, and schedule allows real-time reporting. We have developed standard QA/QC procedures led by senior staff including Director of QA and field-based constructability reviewers.

Community engagement is built into our process—ranging from public charrettes to multilingual digital surveys. We apply lessons learned from recent projects in West Park, Tamarac, and Lake Worth Beach to maximize coordination and clarity.

Our integration of the Adaptation Prioritization Exercise (APEX) tool supports project scoring and LMS coordination.

Conclusion

The City of Pompano Beach is setting a bold and essential agenda to embed sustainability and resilience into all facets of municipal planning and operations. CMA offers a technically grounded, locally experienced, and multidisciplinary team to help achieve these goals—while building the community's long-term capacity and resilience.

We look forward to being a collaborative partner in this important work.

Thank you for the opportunity to submit our qualifications. We welcome the chance to support the City in building a more resilient and sustainable future.

In support of the City of Pompano Beach's goals under RFQ25-037, CMA offers not just experience, but a strategic framework that delivers practical, fundable, and impactful results.

Through projects in water/wastewater infrastructure, watershed and green stormwater infrastructure (GSI) planning, climate vulnerability assessments, and urban forestry initiatives, CMA has built a reputation for leadership in resilience, low-impact development (LID), and municipal sustainability. Our team includes licensed engineers, certified arborists, certified floodplain managers, LEED APs, and landscape architects—ensuring technical excellence across disciplines.

The strength of CMA lies in its ability to blend innovation with practicality. We deliver results through informed decision-making, effective stakeholder communication, and integration of sustainability and equity into design. Our award-winning landscape and green infrastructure designs, stormwater and flood mitigation projects, and utility system upgrades have made lasting impacts across South Florida municipalities. Our approach is underpinned by real-world application of industry best practices and an ongoing commitment to community-centered service.

Chen Moore and Associates (CMA) is a multidisciplinary civil engineering and landscape architecture firm offering comprehensive services across the water, wastewater, water resources, and sustainability markets. With over 75 professionals, CMA integrates planning, modeling, design, permitting, construction services, and resilience consulting into every project. Our capabilities—refined over more than 38 years of practice—allow us to support municipalities in meeting evolving climate, regulatory, and infrastructure needs.

CMA Team Project Experience

For vulnerability assessments and municipal stormwater projects, CMA has a wealth of past experience to draw on when providing recommendations to the City. For this contract, we've teamed up with Brizaga, Inc., a specialized consulting firm built to solve complex problems by leveraging science, communications, engineering, and policy. CMA and Brizaga have partnered on many projects, including Vulnerability Assessments for Coral Springs, Tamarac, North Lauderdale, Southwest Ranches, and Miami Gardens. In the following pages, summaries of our relevant combined experience will provide the City with an understanding of our expertise.

City of Tamarac Comprehensive Stormwater Vulnerability Assessment

Client: City of Tamarac

Mustafa Asbassam, P.E., City Engineer
6011 Nob Hill Road, Tamarac, FL 33321
(954) 597-3550

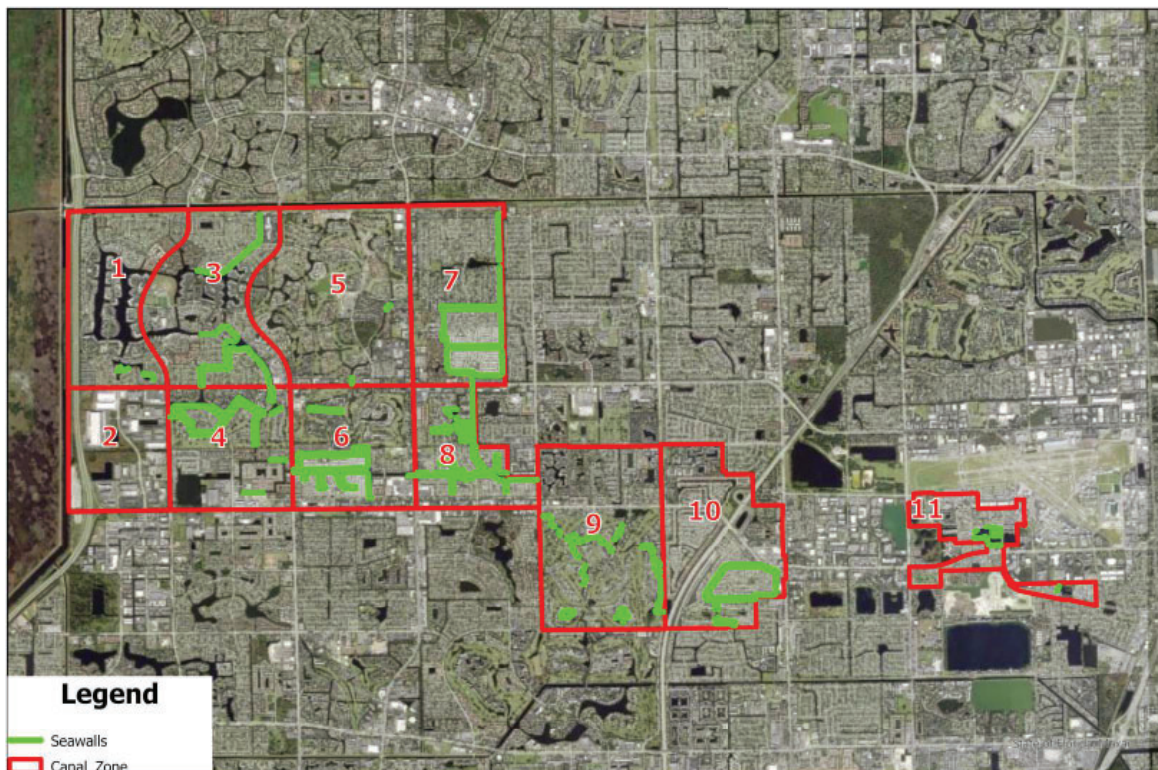
Project Dates: 2024 – Ongoing

Total CMA Fees: \$414,367

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Stephanie Long, P.E., Ph.D.

Description of Work: The Western Everglades Restoration Project (WERP) recommends creation of a flow way, canal backfill, addition of spreader canals, and a new embankment to redirect flows in the Region 2 of the WERP footprint. The objective of these features is to redirect flows toward the Kissimmee Billy Slough through overland flows along historic flow paths prior to the implementation of drainage features including the West Feeder, Lardcan and Wingate Mill canals. It is expected that if the objectives are met, the area under the footprint of the flow way would become wetter as overland flow returns through the flow way. Regional analyses show that this can be accomplished while preserving flood protection for holdings away from the areas targeted for restoration. Due to the coarse resolution of the regional models, some of the conclusions drawn about the extent of impact, especially to flood risk due to backfilling of canals are contested. A fine resolution model with sufficient detail to represent features on the landscape will help resolve some of the concerns. The objective of this project is to develop, calibrate, validate and apply a high-resolution model to help facilitate dialogue, provide confidence in the performance of the recommended or proposed project features and alleviate and clarify stakeholder concerns about the impacts of the project..



Comprehensive Stormwater
Vulnerability - Canal Zone
Seawalls

0 230 460
US Feet



Comprehensive Vulnerability Assessment on behalf of the City of Miami Gardens

Client: City of Miami Gardens

Bernard Buxton-Tetteh

1050 N.W. 163rd Drive

Miami Gardens, FL 33169

305-622-8000

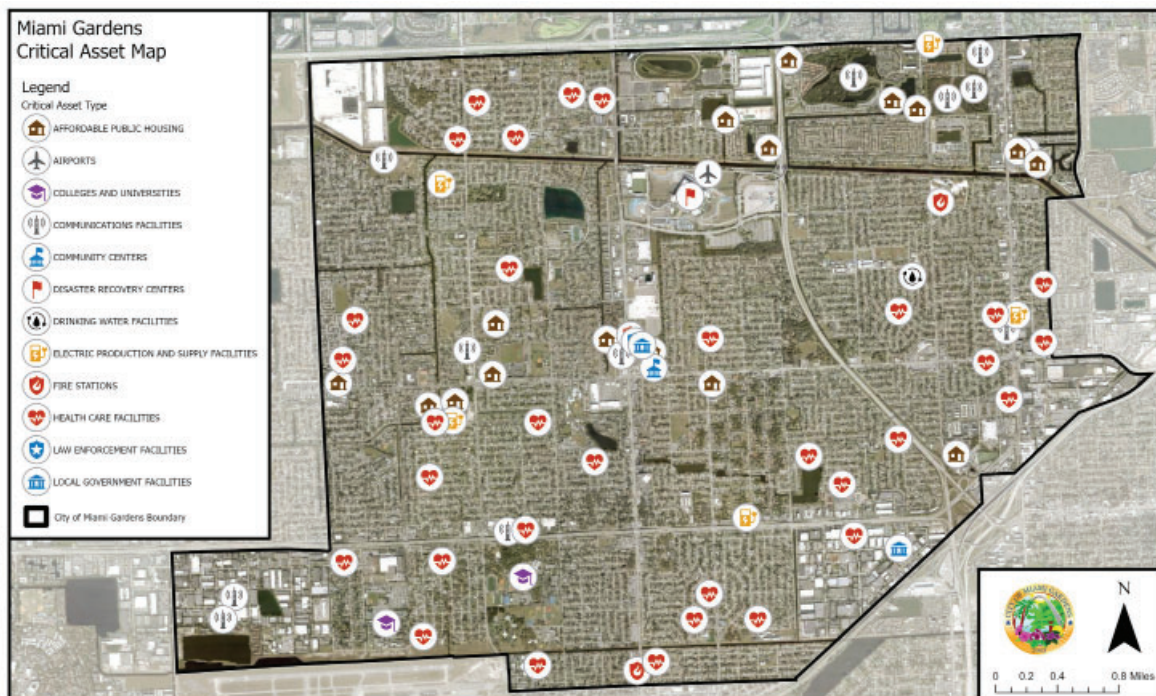
Project Dates: 2024 – Ongoing

Total CMA Fees: \$144,000

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Charmaine Emanuels, P.E.

Description of Work: CMA is supporting the City of Miami Gardens with a Comprehensive Resilience Implementation Plan, that consists of a Vulnerability Assessment pursuant to Section 380.093 (F.S.), an Adaptation Plan and an amendment to the City of Miami Gardens Comprehensive Plan to comply with the Peril of Flood statute. The project includes public outreach in the form of assembling and managing a steering committee made up of community stakeholders, acquiring background data for critical assets and sensitivity to exposure, performing hydrologic and hydraulic modeling of exposure to flooding, performing an analysis of impacts to infrastructure from estimated flooding extent and duration, preparing a prioritization of focus areas, and documenting the results of the assessment in a report to be submitted to the State of Florida.



SW Ranches Comprehensive Stormwater Vulnerability Assessment

Client: Town of Southwest Ranches

Emily Aceti

13400 Griffin Road

Southwest Ranches, FL 33330

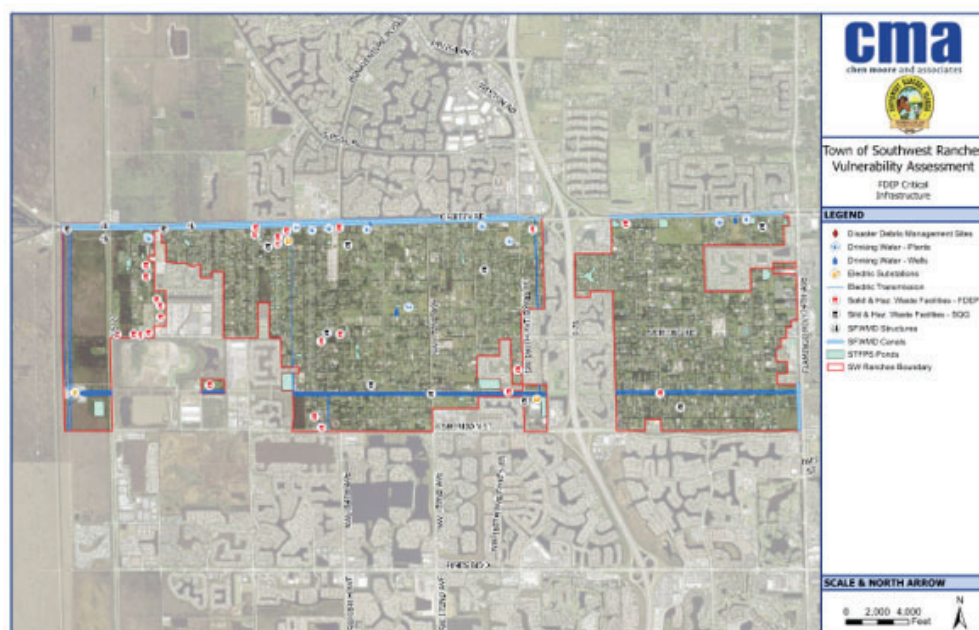
Project Dates: 2024 – 2026

Total CMA Fees: \$200,000

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Charmaine Emanuels, P.E.

Description of Work: CMA is supporting the Town of Southwest Ranches in completing the Vulnerability Assessment Project which includes a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as to develop a Steering Committee and conduct Steering Committee meetings to assist in reviewing the goals of the project and provide input for study direction. The Project includes stakeholder engagement and public outreach. CMA will use all available data regarding vulnerable critical assets and flooding concerns to compare with the results of a hydrologic and hydraulic model to determine the exposure, sensitivity, and vulnerability of the critical assets to impacts of flooding from the 100-year storm for the 2050 and 2080 sea level rise scenarios. The results of the vulnerability analysis will be used to prioritize resiliency projects, apply for additional grant funding, and coordinate with the Local Mitigation Strategy Working Group to make the Town more resilient.



City of North Lauderdale Citywide Vulnerability Assessment

Client: City of North Lauderdale

Sam May, Public Works Director

701 SW 71st Avenue, North Lauderdale, FL 33068

(954) 724-7070

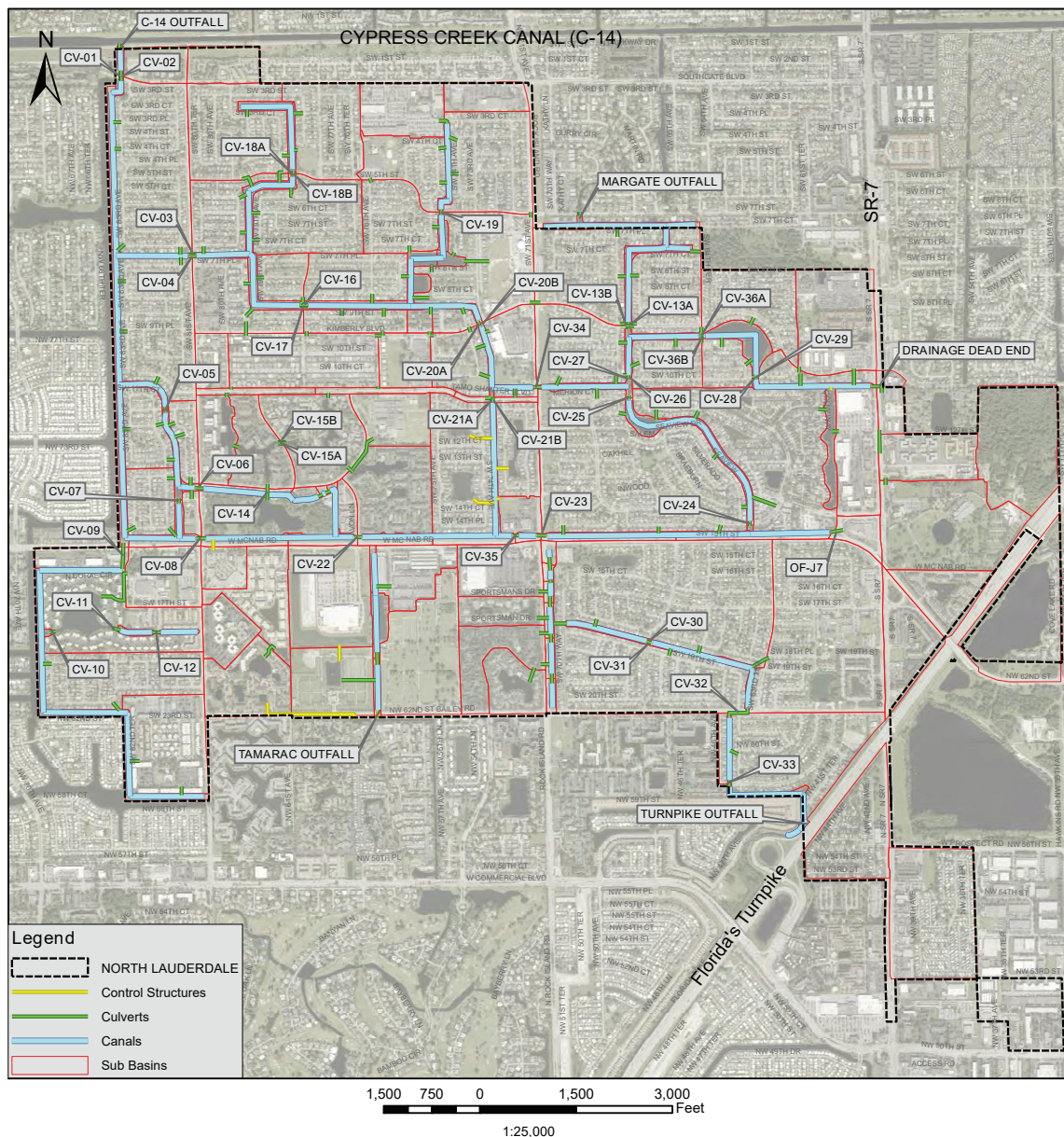
Project Dates: 2024 – On-Going

Total CMA Fees: \$454,600

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Stephanie Long, P.E., Ph.D.

Description of Work: CMA will provide professional engineering services for the preparation of a Comprehensive Vulnerability Assessment. Drawing upon City and public feedback, the vulnerability assessment report will contain all the results of the exposure and sensitivity analyses as well as a summary of identified risks and vulnerable critical assets. It will also contain a list of all critical assets in the community, specifying which are at risk of current or future inundation. These assets will be prioritized in order of most to least vulnerable.



Coral Springs Vulnerability Assessment

Client: City of Coral Springs

Chad Maraj, P.E.

9500 W Sample Rd

Coral Springs, FL 33065

(954) 344-3463

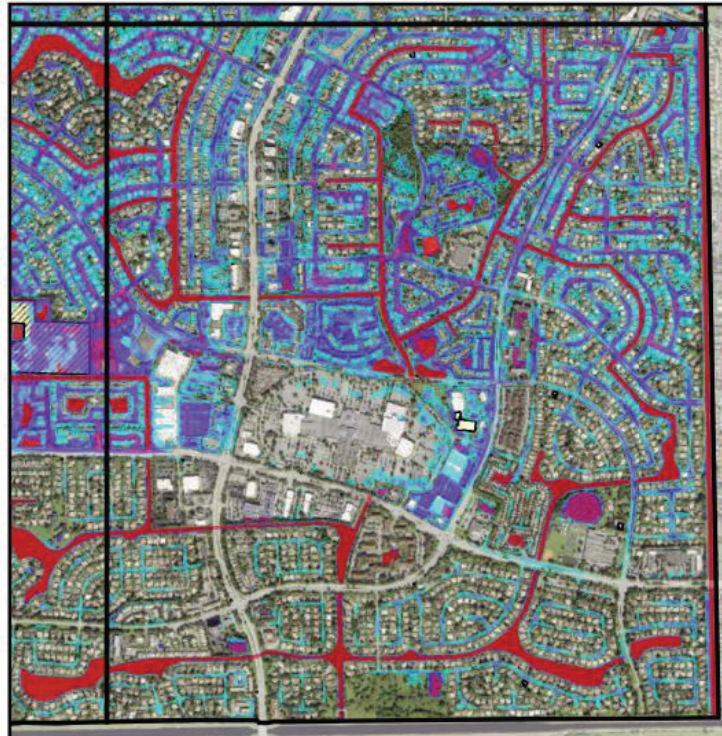
Project Dates: 10/2024 - present

CMA Fees: \$91,860

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield, P.E., ENV SP, Jennifer Smith, P.E.; Alec Bogdanoff, Ph.D.(Brizaga)

Description of Work: CMA teamed with Brizaga to prepare a Vulnerability Assessment for the City of Coral Springs. Initial vulnerability assessment tasks were completed through a recent stormwater master plan project for the City of Coral Springs. This scope of work will ensure the vulnerability assessment is completed per Resilient Florida Grant Requirements. Work shall include acquiring background data, an exposure analysis, sensitivity analysis and final vulnerability assessment report.



Town of Mangonia Park Comprehensive Vulnerability Assessment Services

Client: Town of Mangonia Park

Project Dates: 02/2024 - On-Going

CMA Fees: \$191,415

CMA's Contract Role: Prime Consultant

CMA Key Staff: Peter Moore, P.E., F.ASCE, FACEC, Brent Whitfield, P.E., ENV SP, Jennifer Smith, P.E., Nilsa Zacarias, AICP

Description of Work: The Town of Mangonia Park has requested that CMA conduct a Comprehensive Vulnerability Assessment (VA) for the Town. CMA will meet the state criteria in Section 380.093, Florida Statutes, generate elevation certificates of prioritized critical government facilities, assess roadway vulnerability, and prepare an adaptation plan which compiles a list of Town adaptation projects to address flooding risks in the future.

Tasks by CMA include conducting a kick-off meeting to create the overall project management plan; conducting a public outreach meeting during the project; acquiring background data needed to perform the VA; performing an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario and finalizing the VA report pursuant to the requirements in Section 380.093, Florida Statutes, based upon the steering committee and public outreach efforts. In addition, the FDEP's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description.



Palm Beach County Vulnerability Assessment and Resiliency Action Plan (VARAP)

Client: Tetra Tech Inc

Megan Houston

759 SW Federal Hwy, Suite 314 Stuart, FL 34994

(321) 441-8518

Project Dates: 03/2023 - Ongoing

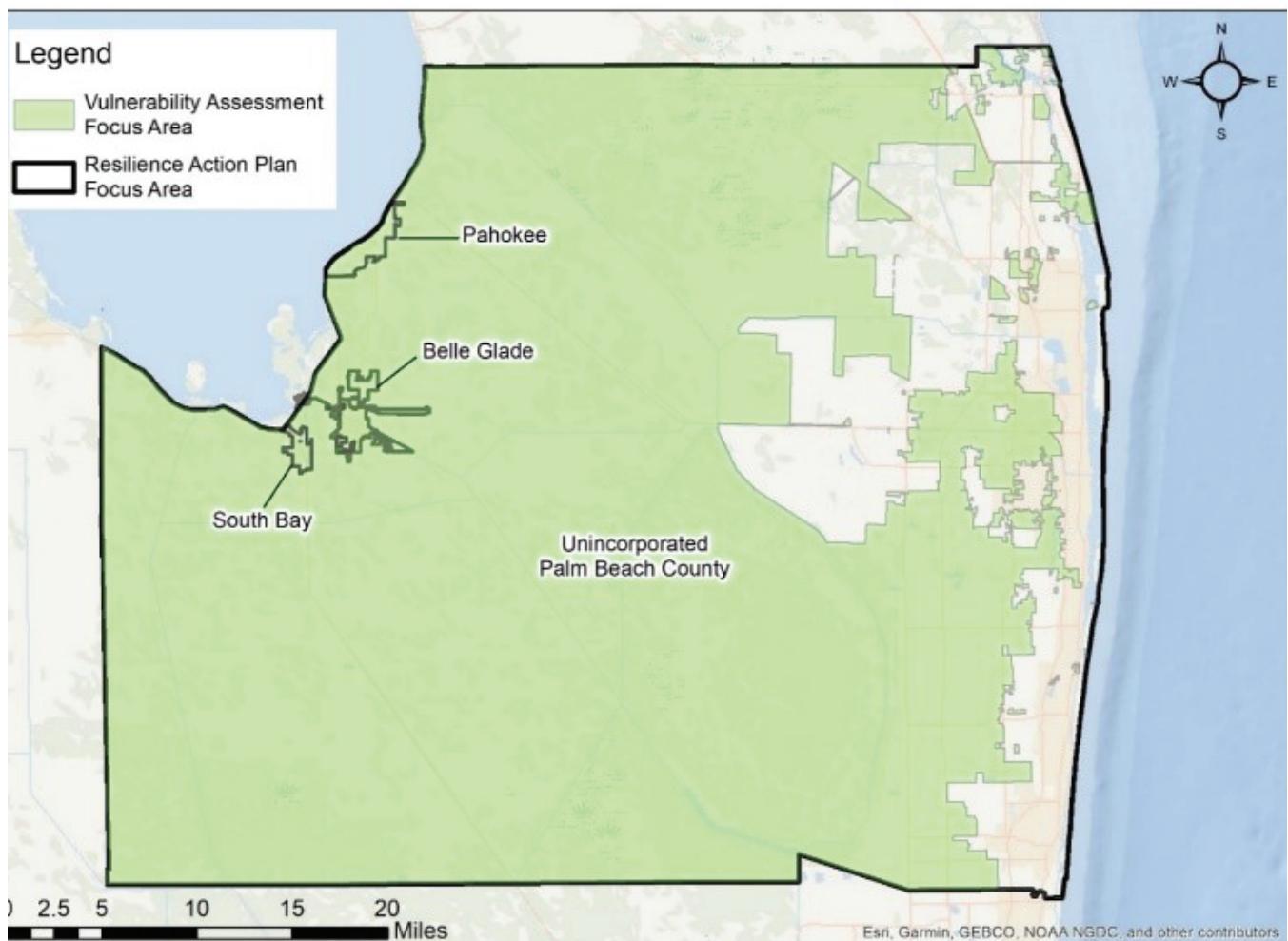
CMA Fees: \$20,000

CMA's Contract Role: Subconsultant

Key Personnel Involved: Brent Whitfield, P.E., ENV SP; Stephanie Long-Marquez, PhD, P.E.; Laura Vogel,, PhD, P.E., ENV SP; Jason McClair, P.E., CFM, LEED AP

Description of Work: CMA is providing support to Palm Beach County's effort to prepare a Vulnerability Assessment and Resilience Action Plan. This effort is funded by a Florida Department of Economic Opportunity (DEO) Grant and includes a vulnerability assessment of the unincorporated areas and western municipalities of Palm Beach County as well as critical County-owned or maintained assets. The analysis includes an assessment of flooding and sea level rise impacts, as well as a tree inventory, greenhouse gas inventory, and identification of 30 adaptation/mitigation projects in key focus areas. The effort will incorporate extensive use of GIS to analyze and document the findings.

Vulnerability Assessment & Resilience Action Plan Focus Area



South County Climate Change Vulnerability Assessment

Client: City of Lake Worth Beach

Felipe Lofaso

1749 3rd Avenue South

Lake Worth, FL 33460

(561) 586-1720

Project Dates: 05/2020 - 07/2021

CMA Fees: \$21,859.20

CMA's Contract Role: Sub Consultant

CMA Key Staff: Jason McClair, P.E., CFM, LEED AP; Brent Whitfield, P.E., ENV SP

Description of Work: CMA was part of a consultant team that provided a climate change vulnerability assessment (CCVA) for eight municipalities that are part of the Southeast Palm Beach County Coastal Resilience Partnership (CRP). The CCVA consisted of five general tasks: 1) explore climate threats, 2) assemble data on community assets, 3) assess vulnerabilities and risks, 4) investigate potential adaptation strategies, and 5) prepare final report and interactive maps. The results of the CCVA will be used to implement adaptation strategies that are cohesive and collaborative among participating entities in order to develop a region resilient to the impacts of climate change.

Hazard Identification

List of hazards identified by the team.

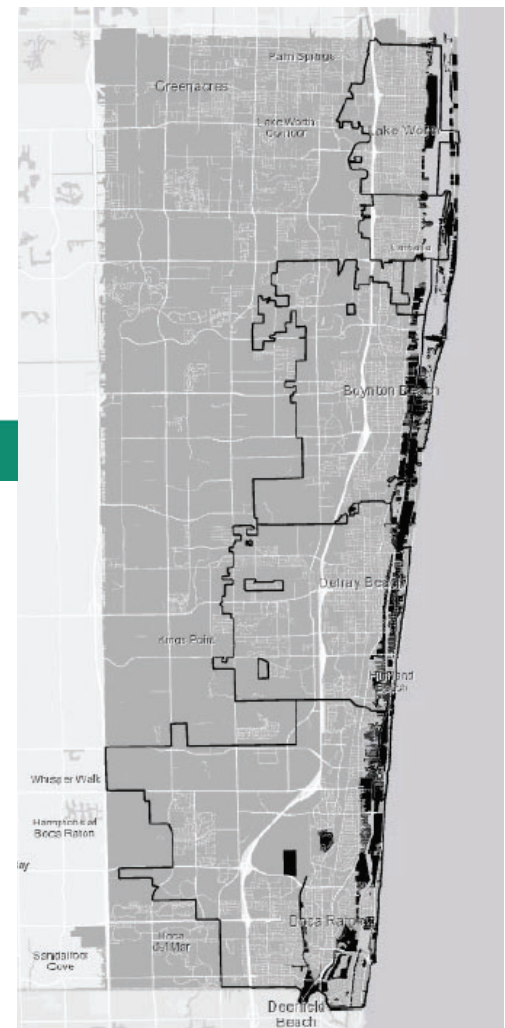
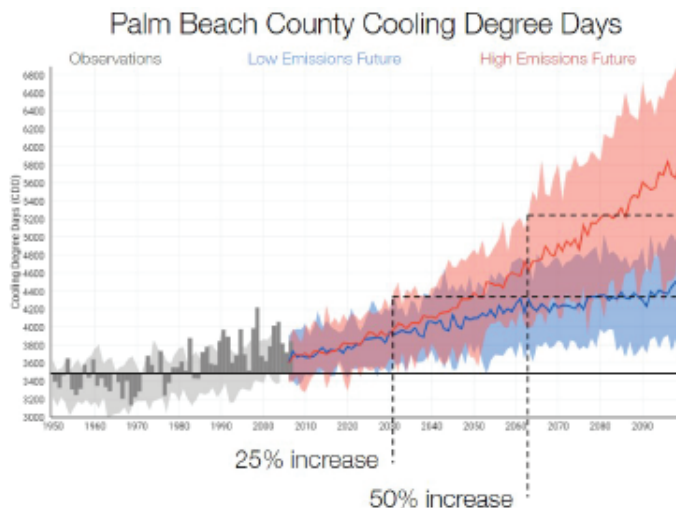
Goal: Modify likelihood and impact based on Partnership team feedback

*SELECT 10 THREATS TO PURSUE AS PART OF STEP 1

Scale Key

Minimal
Low
Medium
High

Threat	Likelihood	Impact	Threat	Likelihood	Impact
1 High Winds*	●●●	●●●	11 Extreme Heat*	●●●	●●
2 Rainfall* Flooding/ Extreme Precipitation	●●●	●●	12 Beach Erosion*	●●●	●●
3 Air Pollution	●●	●	13 Tidal/Nuisance Flooding	●●	●●
4 Lightning*	●●●	●●	14 Storm Surge*	●●	●●●
5 HAZMAT	●	●●●	15 Groundwater Inundation	●●	●●●
6 Pest and Disease Outbreak	●	●●●	16 Saltwater* Intrusion	●●	●●
7 Human* Migration	●●	●●	17 Sea Level Rise*	●●	●●●
8 Nutrients or Water Pollution or Algal Blooms	●●	●●			
9 Drought*	●●	●			
10 Wildfire*	●	●●			



Hollywood Tidal Flooding Mitigation and Shoreline Protection (Phase 1)

Client: Cummins Cederberg Coastal & Marine Engineering

Jason Cummins

201 Alhambra Circle, Suite 601

Coral Gables, FL 33143

Project Dates: 02/2021 - Ongoing

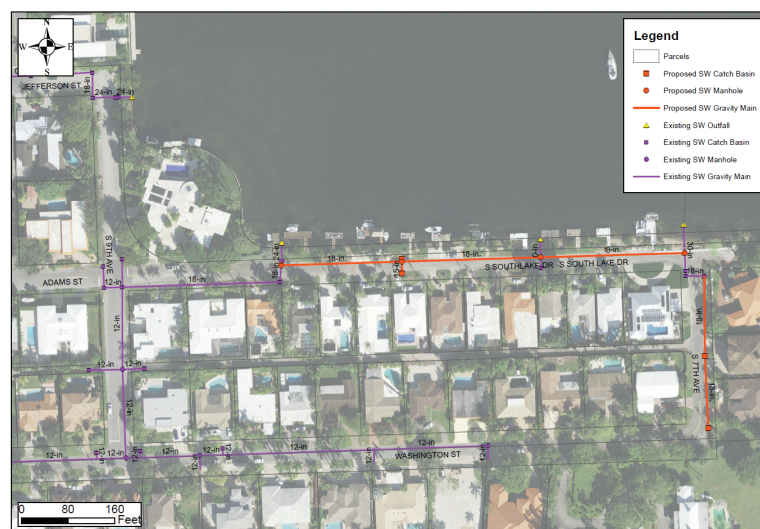
CMA Fees: \$108,650

CMA's Contract Role: Sub Consultant

CMA Key Staff: Jennifer Smith, P.E.; Nilsa Zacarias, AICP; Osniel Leon, AICP; Alec Bogdanoff, Ph.D.(Brizaga)

Description of Work: The City of Hollywood is a coastal community with several low lying areas that are negatively impacted by regular tidal fluctuations and seasonal high tides that cause sunny day tidal flooding within the public right of way areas. The low lying areas within the City that are currently affected by this tidal flooding include the residential neighborhood surrounding the North Lake and South Lake immediately to the west of the Intracoastal Waterway. The low lying areas within this neighborhood are typically flooded due to the tidal fluctuations that can over top the existing seawalls and shorelines along the North Lake, the South Lake, and the Intracoastal Waterway. These tidal fluctuations can also cause the backflow from the North Lake, the South Lake, and the Intracoastal Waterway into the public right of way areas via the existing stormwater outfall pipes.

The primary purpose of this project is to implement shoreline protection measures along segments of the North Lake, the South Lake, and the Intracoastal Waterway within the project area to mitigate the tidal flooding problems within this neighborhood. The proposed improvements will include the implementation of approximately 7,300 linear feet of shoreline protections for City owned properties along segments of the North Lake, the South Lake, and the Intracoastal Waterway within the project limits. The proposed improvements may also include the repair and/or replacement of 2,946 linear feet of existing seawall along City owned properties and of 10,873 linear feet of existing seawall along private properties within the project. The project limits are displayed within the attached map exhibit, which includes a prioritization of the proposed improvements within the project limits. The proposed modifications to the existing shorelines and seawalls within the project limits may require modifications to the existing stormwater infrastructure, replacement of the existing stormwater infrastructure, or the implementation of new stormwater infrastructure. CMA shall provide the planning, design, permitting, and construction services required to implement this ancillary stormwater infrastructure directly related to the proposed seawall and shoreline modifications within the project limits.



Hollywood Tidal Flooding Mitigation
and Shoreline Protection Project
Priority Area #17



SFWMD Statewide Model Management System (SMMS) Support

Client: South Florida Water Management District

Akin Owosina

3301 Gun Club Road

West Palm Beach, FL 33401

(561) 682-6442

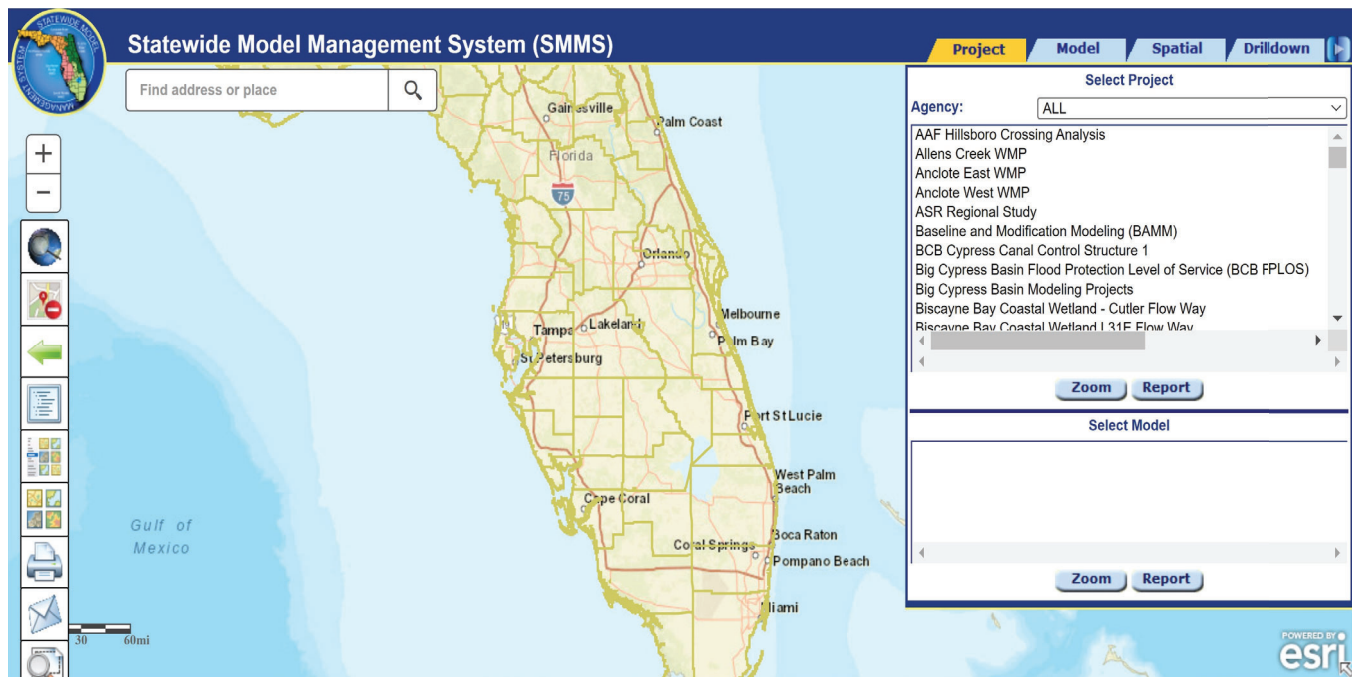
Project Dates: 4/2022 – Ongoing

Total CMA Fees: \$870,713.26

CMA's Contract Role: Prime Consultant

CMA Key Staff: Jason McClair, P.E., CFM, LEED AP

Description of Work: CMA is providing on-going support services to the SFWMD in support of the maintenance of the SMMS databases. The effort consists of archiving various models used to evaluate water resources around the State including hydrologic, hydraulic, hydrogeologic, and water quality models. For each model, CMA review and archive staff checks for the presence of all necessary input and output files, and performs a simulation of the model to confirm that it will run without error. CMA staff also reviews all reports and documentation associated with the model to confirm completeness. In some cases, the model verification requires some troubleshooting or debugging (often due to configuration issues). Once the model files and documentation has been found satisfactory, the information is prepared for digital archival in the SMMS. Once archived, all files can be extracted by members of the public based on searches for either spatial location or project name.



Sunset Islands 3 & 4 Right-of-Way Improvement Program

Client: Ric-Man International
 Rene Castillo
 1545 NW 27th Avenue
 Pompano Beach, FL 33069
 (954) 426-1042

Project Dates: 2014 - 2020

CMA Fees: \$790,153

CMA's Contract Role: Prime Consultant

CMA Key Staff: Peter Moore, P.E., F.ASCE, FACEC; Gregory Mendez, P.E.

Description of Work: CMA provided civil engineering and landscape architecture for the utility infrastructure and roadway reconstruction of this multi award-winning project consisting of two islands (Sunset Islands 3 and 4) off the Miami Beach west coast, along the inter-coastal waterway. The project was publicly bid as a design-build and funded by the City of Miami Beach. It required coordination with various agencies including the City of Miami Beach, the Miami-Dade Water and Sewer Department (M-D WASD), the Miami-Dade Public Works Department, Army Corps of Engineers (ACOE), the Miami-Dade Regulatory and Economic Resources Department (RER), and others. Sunset Islands 3&4 was awarded project of the year by the Cuban-American Association of Cuban Engineers (CAACE) and was awarded the Project of the Year award by the American Society of Civil Engineers (ASCE) at the ASCE Florida Section Annual Conference on July 13, 2018. A presentation of the technical components and lessons learned from this project was presented at the conference as well as at the December 2017 Conference of the Florida Stormwater Association (FSA).

The project consisted of complete roadway reconstruction and grading with new pavement section and curb; the replacement of 8-inch potable water mains throughout; the lining of existing sanitary sewer mains; a completely new storm water drainage system, including discharge pumps and outfalls; the undergrounding of all existing overhead utilities, new service connections to all properties; landscaping; signage; and striping.



Corporate Park Stormwater Study & Improvements

Client: City of Coral Springs

Chad Maraj, P.E.

9500 W Sample Rd

Coral Springs, FL 33065

(954) 344-3463

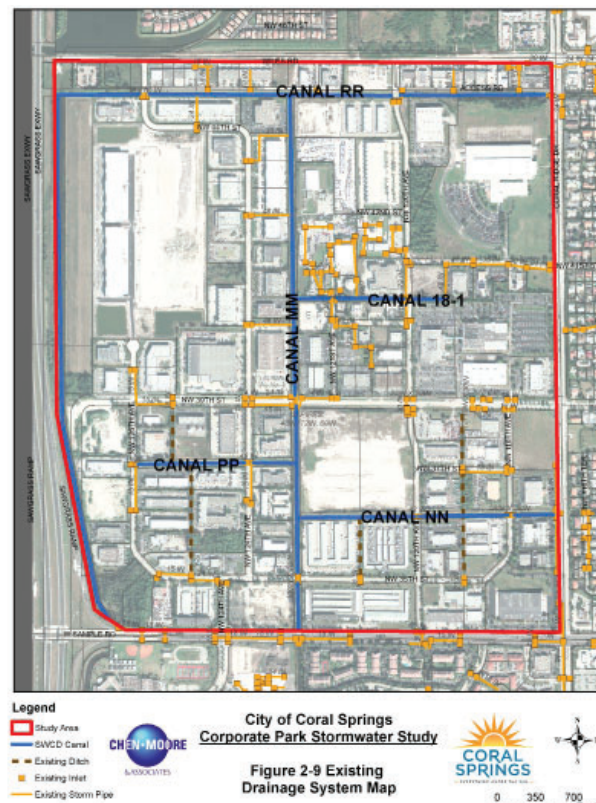
Project Dates: 12/2019 - 11/2022

Total CMA Fees: \$501,216

CMA's Contract Role: Prime Consultant

CMA Key Staff: Peter Moore, P.E., F.ASCE, FACEC, Jason McClair, P.E., CFM, LEED AP; Jennifer Smith, P.E.

Description of Work: CMA previously completed a stormwater study of the Corporate Park Area, which has historically encountered flooding issues during and after significant rainfall events. CMA prepared the Stormwater Study to determine the causes of the flooding problems within the Corporate Park and to recommend any potential infrastructure improvements which would alleviate the flooding problems in the future. The recommended local improvements throughout the Corporate Park will reduce flooding problems within the roadway areas by enhancing the connectivity of the existing stormwater management system to the secondary canal system and by increasing storage capacity throughout the Corporate Park. CMA recommended the implementation of additional stormwater improvements within the Corporate Park in phases. The City already completed the implementation of the Phase 1 and 2 stormwater improvements, which include the restoration of existing curb cuts and the installation of new curb cuts and removal of the asphalt berm. CMA had been selected to design stormwater improvements, as outlined in the EDA grant to include 7,500 LF of exfiltration trench, 1,100 LF of soil drainage pipe ranging from 15 to 30-inches. Project also included complete restoration and regrading of the roadways.



SW 37th Terrace Stormwater Modeling & Improvements

Client: City of Dania Beach

Corinne Lajoie

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

(954) 924-6800

Project Dates: 4/2021 - On-Going

Total CMA Fees: \$124,740

CMA's Contract Role: Prime Consultant

CMA Key Staff: Jason McClair, P.E., CFM, LEED AP; Jennifer Smith, P.E.;

Description of Work: The City of Dania Beach retained CMA to develop engineering plans for stormwater improvements along SW 37th Terrace north of Stirling Road. Historical flooding issues were observed along SW 37th Terr during typical rainfall events, which included ponding across the centerline of the public roadway. The historical flooding problems were primarily caused by a very low ground surface elevations, an elevated water table and the lack of an existing stormwater management system serving the public right-of-way. The proposed improvements for this project included designing stormwater infrastructure along SW 37th Terrace and interconnecting to the existing FDOT system on Stirling Road. Improvements included the installation of new interconnected stormwater inlets to collect stormwater runoff from the right of way areas and the construction of exfiltration trench and roadway swales to provide additional storage capacity for stormwater runoff. Construction has been completed. CMA provided engineering services to include Site Investigation, Civil Engineering Design, Stormwater Modeling, Regulatory Permitting and Construction Administration.



6A Neighborhood Stormwater Study

Client: Village of Bal Harbour

Jon Oldenburg

655 96th Street

Bal Harbour, FL 33154

(305) 993-7316

Project Dates: 2022 - 2022

Total CMA Fees: \$19,960.00

CMA's Contract Role: Prime Consultant

CMA Key Staff: Greg Mendez, P.E.; Jason McClair, P.E., CFM, LEED AP

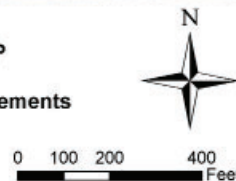
Description of Work: CMA provided civil engineering design services to analyze the existing drainage system in the 6A neighborhood and interconnections with the Bal Harbour shops in detail; constructed a stormwater model with various scenarios for minimum pipe sizing, optimized pipe sizing, and future sea-level rise impacts; developed a rough order of magnitude opinion of probable cost for the modeled scenarios; and generated a memorandum of findings.



DRAINAGE BASINS MAP

6A & 6B Neighborhood Improvements
Bal Harbour Village, FL

Project No. 453.002



Resilience Support for LUPA Application for Regional Activities Center (RAC) - City of Dania Beach

Client: City of Dania Beach

Corinne Lajoie

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

(954) 924-6800

Project Dates: 1/2023 - 4/2024

CMA Fees: \$32,000

CMA's Contract Role: Prime Consultant

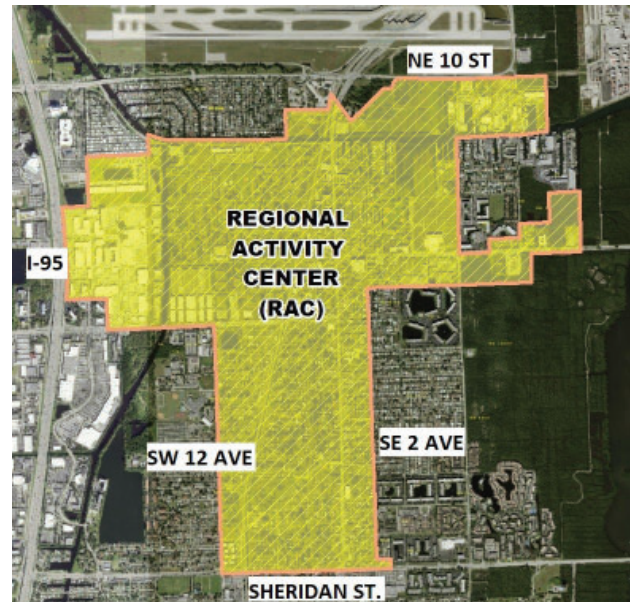
CMA Key Staff: Jennifer Smith, P.E., Nilsa Zacarias, AICP

Description of Work: The City of Dania Beach submitted a Land Use Plan Amendment (LUPA) to Broward County on July 12, 2022, for 4,000 additional units of the Dania Beach Regional Activities Center (RAC) zoning area. The City received comments from Broward County regarding concerns around resilience related to the approval of the LUPA. Portions of the proposed Regional Activities Zone (RAC) do fall within Broward County's Priority Planning Areas for Sea Level Rise.

The Broward County letter (dated November 3, 2022) from Dr. Jennifer Jurado, Chief Resilience Officer and Deputy Director of the Resilient Environment Department, requested that "the Applicant agrees to a legally enforceable mechanism providing a binding commitment to the above stated request to ensure the design, integration, and construction of surface water management infrastructure needed to serve major and minor development and redevelopment within the RAC, addressing future conditions standards and compound flood conditions predicted in the 2070 planning horizon as a contingency of the LUPA".

The project team prepared a Resolution to address the County concerns by incorporating the City's initiatives regarding resiliency and sea level rise. This effort included a number of coordination meetings with the City Staff; and a review meeting with Broward County Staff to receive their feedback and adjust the Resolution accordingly. In order to prepare the Resolution, the project team reviewed the existing Comprehensive Plan, and Zoning Code in terms of stormwater, sea level rise and resiliency regulations and policies. The proposed Resolution incorporates sea level rise considerations into project design for all new construction in the City, adopts an interim design standard and establishes other technical and policy city-wide milestones. The subject Resolution will be heard by the City Commission in April and by Broward County in May 2023.

City of Dania Beach Resilience Recommendations: Land Use Plan Amendment (LUPA) of Dania Beach Regional Activities Center (RAC)





Coral Springs City Engineering Services

Client: City of Coral Springs

Najla Zerrouki, P.E.

9500 W Sample Rd Coral Springs, FL 33065 (954) 345-2188

Project Dates: 2005 - present

CMA Fees: \$Varies

CMA's Contract Role: Prime Consultant

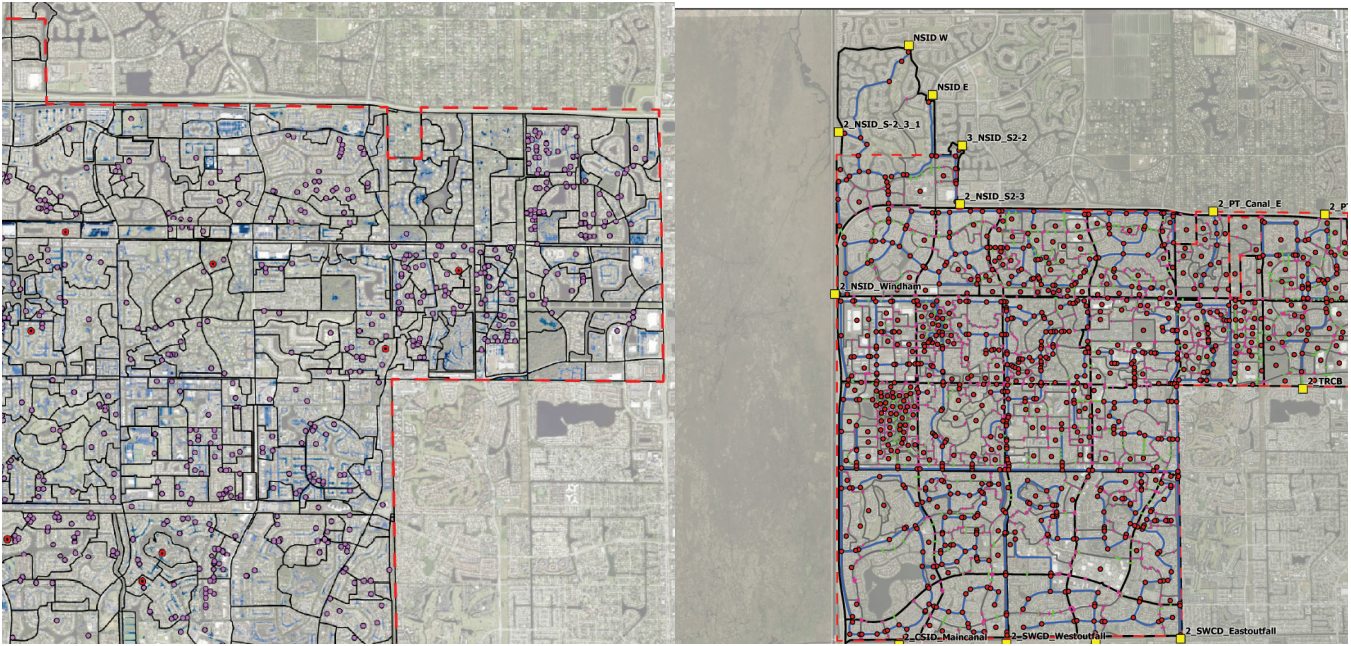
CMA Key Staff: Peter Moore, P.E., F.ASCE, FACEC, Jennifer Smith, P.E.

Description of Work: Since 2005, Chen Moore and Associates has served as the City Engineer for Coral Springs. Beginning in February 2012, the firm has also started to provide planning support for the City of Coral Springs Community Development Department. The firm performs the typical duties of an on-staff engineer and planner, including architectural review board compliance, DRC review for site plan compliance, engineering permit review and inspections, development reviews and concurrency evaluations, coordination with other City departments and outside agencies, and a variety of special projects. As part of this contract, the firm manages the vertical construction program for the City, including work for several departments including Police, Fire, Parks and Recs, Public Works and the Fine Arts Center.

One of the special projects recently was engineering assistance to the Community Development Division rewrite of the Land Development Code for the new provisions of redevelopment. As part of this rewrite, multiple sections of referenced code were reviewed and revised to meet both the intent of the City to keep their standards high and the needs of the development community for flexibility in dealing with existing conditions. Chen Moore and Associates is currently updating the City's Engineering Standards including a special section on redevelopment.

Chen Moore and Associates instituted a Municipal Separate Storm Sewer System (MS4) program for the City of Coral Springs and has been maintaining the program for several years. Chen Moore and Associates provided training to the City's building department staff. Currently, Chen Moore and Associates is responsible for inspecting projects that require a MS4 permit in the City of Coral Springs. Inspections occur following heavy rainfalls or on a monthly basis if rainfall has been minimal. As a co-permittee to Broward County through the state MS4 program, Chen Moore and Associates completes a yearly report that ensures the City is in compliance with the requirements of the program.

CMA also managed the Cities Community Rating Systems program, including inspecting construction site compliance for higher regulation standards, creation of repetitive loss area maps, inspection of drainage maintenance assets, providing public outreach, providing contractor outreach, and coordinating reporting efforts for yearly reports and cycle audits.



Coral Springs Stormwater Master Plan

Client: City of Coral Springs

Chad Maraj, P.E.

9500 W Sample Rd

Coral Springs, FL 33065

(954) 344-3463

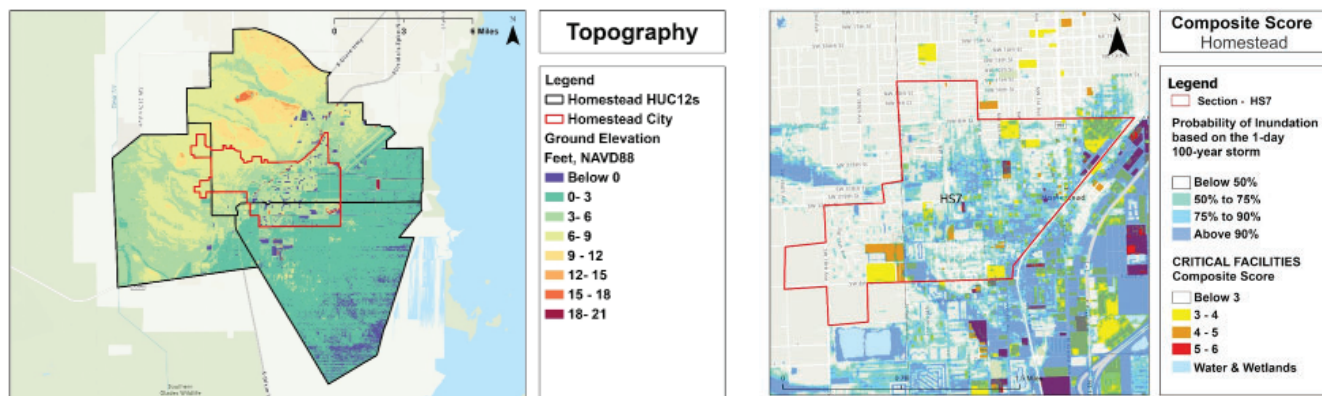
Project Dates: 4/2022 - present

CMA Fees: \$434,700

CMA's Contract Role: Prime Consultant

CMA Key Staff: Jennifer Smith, P.E., Charmaine Emanuels, P.E.

Description of Work: CMA is conducting a Citywide Stormwater Master Plan for the City of Coral Springs to identify areas of concern related to stormwater flooding throughout the City limits and to identify and prioritize future capital improvement projects related to stormwater infrastructure. CMA will compile, review, and evaluate all available information on the City's existing stormwater infrastructure. Based on information collected, CMA will prepare a stormwater model for the purpose of evaluating the level of service provided by City's existing stormwater infrastructure. The stormwater model will also be used to assess various alternatives for drainage improvements required to meet the level of service criteria for various storm events. The stormwater model will be used to run rainfall scenarios for the comparison of existing conditions versus future build out conditions from both a water quantity (runoff) and water quality (storage) perspective. Based on the result of the stormwater model, CMA will prepare the stormwater master plan, which will define the analysis of the existing stormwater infrastructure, identify and prioritize "problem areas" within the City limits, and recommend any improvements to the existing stormwater system. CMA will develop a Capital Improvement Plan for the overall stormwater management system in ranking. In addition, CMA will review and enhance the City's compliance efforts under the CRS Program and the NPDES MS4 Permit.



Homestead Watershed Management Plan

Client: City of Homestead

Eduardo Gonzalez

551 SE 8th Street

Homestead, FL 33030

(305) 224-4786

Project Dates: 2/2024 - present

CMA Fees: \$214,742

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Stephanie Long, P.E., Ph.D.

Description of Work: The City of Homestead Public Works and Engineering Department is seeking to protect the health, safety, and welfare of the City of Homestead's residents and create saving on flood insurance premiums for policyholders by producing a Watershed Master Plan (WMP) for credit under Community Rating System (CRS) of the National Flood Insurance Program (NFIP). This effort is also expected to highlight opportunities to improve the resilience of the City's infrastructure. Chen Moore and Associates were selected to prepare the WMP which consists of the following activities: (1) Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions; (2) Assessment of the impacts of sea level rise and climate change; (3) Identification of wetlands and other natural areas throughout the watershed; (4) Protection of natural channels; (5) Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled; (6) Specific mitigation recommendations to ensure that communities are resilient in the future; (7) A dedicated funding source to implement the mitigation strategies recommended by the plan.



C2, C3W, C5 and C6 Watersheds FPLOS Assessment for Current and Future Sea Level Rise Conditions

Client: South Florida Water Management District

Ruben Arteaga, Principal Scientist

3301 Gun Club Road, West Palm Beach, FL 33401

(561) 682-6442; rarteaga@sfwmd.gov

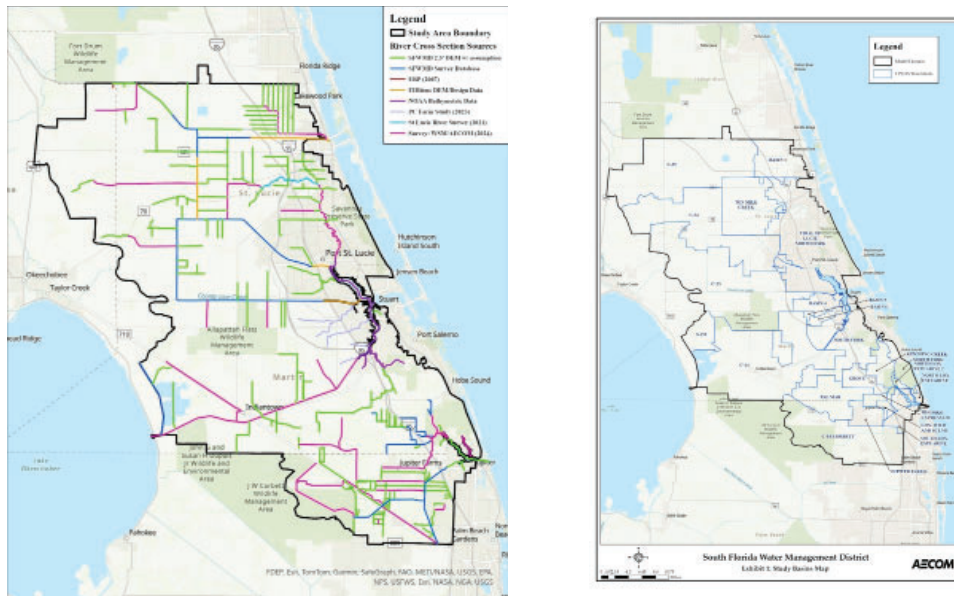
Project Dates: 1/2021 - 7/2023

CMA Fees: \$604,629

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Stephanie Long, P.E., Ph.D.

Description of Work: CMA prepared a Flood Protection Level of Services (FPLOS) analysis for the C2, C3W, C5, and C6 watersheds in central Miami-Dade County. This effort involved developing a calibrated and validated hydrologic and hydraulic (H&H) model of the subject and C4 watershed, while considering the interconnectivity of the canal network. Overall, the FPLOS analysis included five (5) separate tasks. Task 1 consisted of selecting a model and collecting data. Task 2 consisted of developing an integrated, groundwater-surfacewater modeling tool. Task 3 consisted of calibrating and validating the model for the roughly 200 square mile model domain. Task 4 consisted of simulating the design storm events for existing conditions and determining the FPLOS. Task 5 consisted of simulating future sea level rise conditions and determining the FPLOS. The primary tool used by CMA for analysis was the MIKE- SHE software which provided an integrated surfacewater-groundwater model of the region. This information will be used by local governments, the SFWMD, and other state and federal agencies to identify areas where improvements to the design, construction and operation or upgrade of water management facilities are required.



Loxahatchee and St Lucie FPLOS - Modeling Support

Client: AECOM

Fernando Navarrete

580 Village Boulevard, Suite 260

West Palm Beach, FL 33409

(561) 862-1127

Project Dates: 10/2024 - present

CMA Fees: \$80,269

CMA's Contract Role: Prime Consultant

CMA Key Staff: Brent Whitfield P.E., ENV SP, F.ASCE; Stephanie Long, P.E., Ph.D.

Description of Work: SFWMD's Flood Protection Level of Service (FPLOS) program was established to identify and prioritize long-term infrastructure improvement needs, and to develop an implementation strategy to assure that each basin can maintain its designated FPLOS in response to population growth, land development, sea level rise, and climate conditions change. AECOM is the prime consultant to the South Florida Water Management District (SFWMD) for the Loxahatchee and St Lucie FPLOS Project and has contracted CMA to provide ongoing modeling support. CMA will assist with model setup and debugging, provide recommendations for revisions and modifications to improve the model, and staff support for developing parameter files and related datasets. The Loxahatchee and St Lucie FPLOS modeling will include all of the watersheds from the C-25 Watershed, in the north near Ft. Pierce, to the C-13 Watershed to the south, bordering the J.W. Corbett WMA.

Southeast Palm Beach County Climate Change Vulnerability Assessment

Client: Southeast Palm Beach County Climate Change Vulnerability Assessment

Felipe Lofaso, Director of Public Works

Now with Village of Palm Springs

(561) 584-8200

flofaso@vpsfl.org

Estimated Completion Date: 2021

Fee: \$47,960

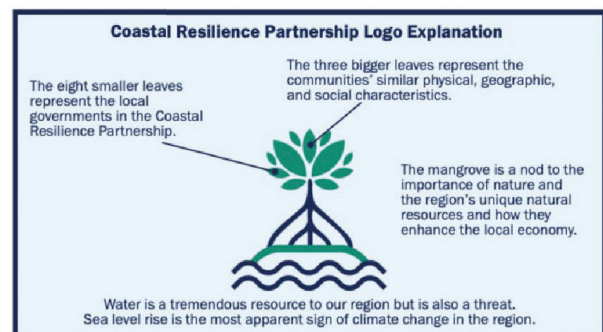
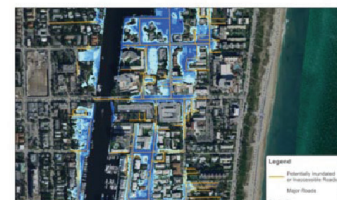
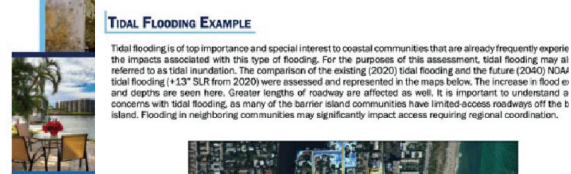
Description of Work: The Coastal Resilience Partnership of Southeast Palm Beach County is a micro-regional collaborative that includes seven municipalities and Palm Beach County. Together, they performed a climate change vulnerability assessment. As a multi-jurisdictional assessment, the project had diverse stakeholder groups working together on a joint project. Because of the nature of the project, the project included significant community outreach, including workshops held virtually because of COVID, a survey, and an executive summary designed for the public.

Scope of Work

- Comprehensive climate change vulnerability assessment for eight local governments.
- Development of adaptation measures.
- Public Outreach and engagement.

Brizaga Project Highlights

During the project, Brizaga created a logo and brand for the Coastal Resilience Partnership of Southeast Palm Beach County. Evaluated future conditions of baseline water levels utilizing NOAA sea level projections consistent with the Southeast Florida Regional Climate Change Compact recommendations. Coordinated all communications, outreach, and engagement for the project. Held Public workshops and developed and executed a comprehensive survey. Created an executive summary version of the assessment that was graphically pleasing and geared for public consumption.



North Bay Village Community Rating System (CRS) Strategy

Client: North Bay Village, Florida

Leo Cosio

Chief of Staff to the Village Manager

(305) 756-7171

lcosio@nbvillage.com

Estimated Completion Date: Ongoing

Description of Work: Brizaga's work focused on enhancing North Bay Village's flood resilience through comprehensive analysis and strategic planning. Key initiatives included a sea level impact study, a CRS audit with a multi-year improvement strategy, a repetitive loss analysis, targeted public outreach, and the submission of a grant application for a watershed management plan.

Project Highlights

- **Sea Level Impact Projection (SLIP) Study:** Conducted a comprehensive SLIP study to evaluate the potential long-term effects of sea level rise on North Bay Village. This analysis identified key vulnerabilities and informed future planning efforts.
- **CRS Audit and Multi-Year Strategy Development:** Completed an in-depth CRS audit to assess current compliance and opportunities for improvement. Developed a detailed, multi-year strategy to lower the Village's CRS Class rating from 8 to 6 by implementing targeted initiatives and further improve to a Class 4 by 2028. This would increase flood insurance discounts for residents and improve overall flood resilience.
- **Repetitive Loss Analysis:** Conducted a thorough analysis of repetitive loss properties to ensure compliance with National Flood Insurance Program (NFIP) and CRS requirements. This analysis provided actionable recommendations to reduce flood risks and address chronic vulnerabilities.
- **Outreach Activities:** Designed and executed fast-tracked public outreach activities to meet NFIP and CRS standards. These initiatives raised awareness of flood risks and mitigation strategies, aligning with program requirements to improve community understanding and engagement.
- **Grant Application Preparation:** Prepared and submitted a grant application for a Watershed Management Plan through the Hazard Mitigation Grant Program (HMGP). The plan aims to guide future watershed improvements, enhance stormwater management, and strengthen community resilience. The grant is currently under review by the State.

This comprehensive effort underscores North Bay Village's commitment to improving flood resilience, securing critical funding, and providing long-term benefits to its residents through enhanced flood protection and reduced insurance premiums.



Village of Key Biscayne Resilience Program & Vulnerability Assessment

Client: Village of Key Biscayne, Florida

Colleen Blank, CIP and Grants Manager

(305) 365-8948

cblank@keybiscayne.fl.gov

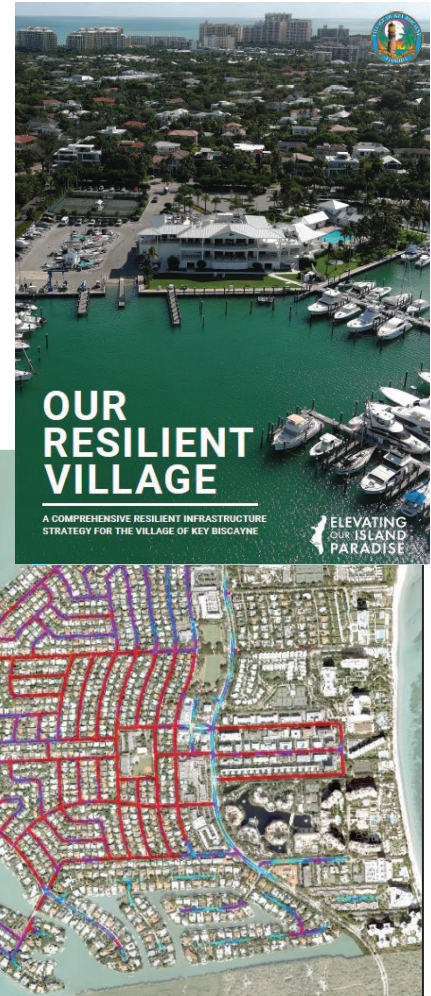
Estimated Completion Date: Ongoing

Description of Work: In 2022, the Village of Key Biscayne initiated an extensive Resilient Infrastructure and Adaptation Program encompassing the entire village, including developing a Resilient Infrastructure Strategy aligned with this strategy. This program aims to harmonize and execute all Village initiatives, which are structured around our essential five Lines of Effort, to optimize advantages for residents and minimize disruptions. By prioritizing utilizing all available funding sources and adhering to the “Dig Once” principle, the community will maximize the value derived from the investments in our infrastructure. The Village is poised to enhance and “Elevate our Island Paradise” through collaborative efforts.” This Program included a comprehensive flood vulnerability assessment, which Brizaga led for the entire project team.

Scope of Work

- Develop a Resilient Infrastructure Strategy for the entire village, including a flood vulnerability assessment (compliant with s. 380.093 F.S.).
- Create an Integration and Implementation Plan to implement the \$100 million general obligation bond and additional infrastructure needs.
- Oversight of the implementation of the entire Resilience Program for the Village.
- Brizaga Project Highlights

Brizaga led the creation of the Resilient Infrastructure Strategy, including its graphic design, to ensure it was visually compelling and aligned with project objectives. The team also led the update of the flood vulnerability assessment for the Village, ensuring full compliance with s. 380.093 F.S. Additionally, Brizaga assisted the Village in applying for multiple grants across several funding programs, successfully securing several grants to support the project’s initiatives.





City of Hollywood Stormwater Master Plan

Client: City of Hollywood

Feng Jiang Assistant Director, Public Utilities/Engineering

(954) 921-3930

fjiang@hollywoodfl.org

Estimated Completion Date: Ongoing

Description of Work: As a sub-consultant to CDM Smith, Brizaga assisted with the development of the City's Stormwater Master Plan to incorporate future climatological projections including sea level rise and its effect on storm surge. Brizaga worked closely with City Staff and Elected Officials to prepare, identify, and develop application documents in relation to FEMA's Community Flooding Mitigation and Disaster Preparation Grants, as well as other funding programs including bonding, loans, and public/private partnerships. The dynamic efforts of the team allowed for City Staff, Elected Officials, and the engineering team to engage with residents and stakeholders to provide feedback on flooding-prone areas and their severity and express their concerns and suggestions on the Plan through virtual and in-person activities. To continue the outreach efforts to raise environmental awareness and continue to educate on best management practices to increase environmental stewardship, the team created a public-facing citizens' guide and consequently developed the first-ever city-wide swales restoration program, dubbed Recapture the Swale.

Scope of Work

- Stormwater management recommendations, outreach & engagement.
- Policy recommendations.
- Assistance with grant applications
- FEMA community flood mitigation or disaster preparation grants.
- Gather community insight and assistance with stormwater utility fee methodology.

Brizaga Project Highlights

During the project, the Brizaga team helped to develop marketing collateral and feedback communication tools. Facilitated public meeting workshops in a hybrid model (in-person and virtual). Facilitated Flooding Maps and Online tools for flooding reporting input. Educational materials to include sea level rise, climate change, and a swale restoration program.



Everglades Holiday Park Broward County, FL

Client: Broward County

Dan West, Director Parks and Recreation Division

dwest@broward.org, (954) 357-8106,

Project Duration: 2014 - 2023

KEITH assisted the Client in redeveloping a KEITH Play project involving a \$12M expansion and site improvements of this 43-acre county park that serves millions of visitors each year. The site is located at the junction of two SFWMD canals and is part of SFWMD water conservation areas 3A and 3B. The project also included LEED “Green” design principles. KEITH provided the Client civil engineering, planning, landscape architecture, SUE, and construction program management services. The KEITH Team assisted the Client in comprehensive public outreach, conceptual design, permitting, and construction phase services



associated with a two-phase development. Permitting was a challenge, as the park is located within the Florida Everglades and spans flood protection levees under the jurisdiction of the Army Corp of Engineers and the South Florida Water Management District. Through constant coordination with Broward County and the concessionaire, the design and construction team were able to satisfy the needs of all stakeholders. The park was kept open throughout the construction process by constructing the project in two phases, with the first phase being utilized for the park users when the contractor moved into Phase 2 of construction. The project had two main goals: to renovate and rehabilitate the park program elements and to allow the community safe and continuous access to the park; these goals were met with distinct and celebrated success. In 2022, Everglades Holiday Park was named as the Trip Advisors Traveler’s Choice award, as well as the Florida ACEC Engineering Excellence award and the ASCE Broward Project of the Year.

KEITH
Engineering Inspired Design.

City of Pompano Beach Continuing Services Pompano Beach, FL

Client: City of Pompano Beach

Fernand Thony, GO Bond & Innovation District Director

fernand.thony@copbfl.com,

(954) 786-4683

Project Duration: 2002 - Ongoing

KEITH is providing general engineering services to the City on an as-needed basis on this ongoing continuing services contract. Some projects provided under this contract include:

- Municipal Reclaimed Water Main Design
- Force Main Replacement Design
- Pompano Beach Branch Library Renovations
- Municipal Golf Course
- Pier renovations
- SE 8th Court Bridge Replacement
- Reuse Water Main Distribution System
- NE 4th Street Reuse Water Line Expansion
- Condition Assessments for Various City-owned Buildings and Facilities
- Pompano Beach Boulevard Water Main Design Site Plan and Permitting Services
- GO Bond Park Projects



KEITH also provides general surveying and mapping services to the City on an asneeded basis. Some geospatial projects include:

- South Cypress Road and SE 15th Court Intersection Design Survey
- SE 13th Street Force Main Design Survey
- SR A1A Survey and SUE Services from Hillsboro Boulevard to Terra Mar Drive
- Emergency Generators Design Survey for City Hall and Public Safety Building
- Santa Barbara Reuse Water Line Expansion Topographic Survey
- North Riverside Drive Directional Drill Survey and SUE Services

KEITH
Engineering Inspired Design.

Consulting Florida Municipal Sustainability Guidance City of Pompano Beach, City of Delray Beach, and City of Dania Beach Florida

Client: Christina Viala

Sustainability Coordinator

City of Pompano Beach

Christina.viala@copbfl.com

SOCOTEC has a proven track record of providing technical consulting and advisory services to municipalities across South Florida and New York City, supporting initiatives that enhance community sustainability and resilience. Recently, SOCOTEC advised the Cities of Delray Beach and Dania Beach on Sustainable Building Ordinances aligned with their climate and resiliency goals. Additionally, SOCOTEC is currently conducting a Solar Feasibility Study for the City of Pompano Beach to evaluate renewable energy opportunities across multiple municipal sites in support of the City's sustainability and resilience goals.



Peter Bluesten Park Hallandale Beach, Florida

Client: Tom Camaj

City of Hallandale Beach Government Capital Improvements Department,
954-457-3053

tcamaj@hallandalebeachfl.gov

SOCOTEC is providing LEED Consulting and Building Commissioning for this multi-phased park project community buildings and approximately 20 acres of outdoor spaces, which was certified LEED Gold in 2022. This challenging project put a 20-acre former landfill site to productive use.

The project includes a new community YMCA recreation building with an indoor basketball court, weight rooms, meeting rooms, administrative offices, restrooms, lockers, and aquatic facilities. Other new park amenities include tennis courts, basketball courts, a multi-purpose sports field, baseball diamonds, racquet ball courts, walking/exercise trails, exercise stations, playgrounds, concession stand, and field house/restrooms.



Integrated Command and Communications Center(IC3) At Lightspeed Facility Sweetwater, Florida

Client: Tatiana Guimaraes

Gensler

305 613 6159

tatiana_guimaraes@gensler.com

The Integrated Command and Communication Center (IC3) at the Lightspeed Facility aims to create a safe environment for County staff during emergencies, ensuring uninterrupted operations during events like hurricanes, evacuations, or acts of terrorism by adding a new facility building and renovating the existing Lightspeed Facility. The Lightspeed Facility currently houses 911 emergency operators and 311 County information operators, as well as the County's Real Time Crime Center and other communications systems. The new IC3 facility is a 12-story new construction building that will be hardened to have Category 5 Hurricane protection and will house the County's Emergency Operations Center during emergencies and will host full time parts of the Fire Department and Department of Emergency Management. The new IC3 is designed to allow for "continuity of government" under emergency conditions, hosting many department and services should the need be there. SOCOTEC is providing LEED Consulting, Energy Modeling, MEP Commissioning, and Indoor Air Quality Testing to achieve LEED Gold certification by 2026.



NYC DOB Sustainability Bureau & NYS DOS Energy Code Unit Staff Augmentation

Client: NYS Department of Buildings and NYS Department of State

SOCOTEC has supported both the New York State Department of State (NYS DOS) and the New York City Department of Buildings (DOB) in advancing energy code development and implementation to meet local and statewide climate and Greenhouse Gas Emissions goals.

For NYS DOS, SOCOTEC provided technical assistance by drafting code language, evaluating cost effectiveness of proposed provisions, supporting training and outreach for code officials and users, and representing the State in national code development forums. These efforts have improved Energy Code usability and helped advance the State's climate agenda.

As the Energy Specialist embedded in DOB's Bureau of Sustainability, SOCOTEC assisted the Office of Building Energy and Emissions Performance in preparing for the implementation of Local Law 97 of 2019 (LL97), NYC's landmark Greenhouse Gas Emissions reduction legislation, and related energy laws. This included:

- Updating City rules to reflect changes to the law
- Supporting the design and testing of the data upload portal and templates
- Developing internal training materials and external outreach for building owners and Registered Design Professionals
- Coordinating with MOCEJ, local utilities, and other stakeholders to inform code updates
- Providing technical support for complex or unique building systems across the City

These contributions support New York City's goal of achieving net-zero building emissions by 2050, in alignment with the New York State Climate Leadership and Community Protection Act (CLCPA).



Brooklyn Navy Yardlocal Law Support And Climate Action Planning Brooklyn, New York

Client: Brooklyn Navy Yard Development Corporation

SOCOTEC, with Mayflower Engineering as a subcontractor, was engaged by the Brooklyn Navy Yard Development Corporation (BNYDC) to deliver a two-phase project supporting the campus's decarbonization planning efforts. The Brooklyn Navy Yard campus is a former U.S. Navy shipyard spanning 225 acres in Brooklyn, comprising over 50 buildings currently used for commercial and light industrial purposes.

Phase 1 supports BNYDC's compliance with New York City Local Laws, including energy benchmarking (LL84), retro-commissioning and energy audits (LL87), and greenhouse gas emissions reporting (LL97). SOCOTEC is collecting building and utility data (energy and water) across the campus, conducting site surveys for retro-commissioning and ASHRAE Level 2 audits, and preparing Energy Efficiency Reports outlining short- and long-term measures with projected returns on investment.

Phase 2 focuses on developing a Climate Action Plan to guide the Brooklyn Navy Yard toward net-zero carbon emissions by 2050. It will include a baseline assessment of Scope 1 and 2 emissions and identify reduction strategies such as building upgrades, renewable energy, electrification with battery storage, and transportation decarbonization. The plan will include phased targets (2026–2034) and milestones (2040, 2045, and 2050). SOCOTEC has partnered with Energy Shrink to lead this effort.



SOCOTEC

3. References



RFQ25-037
Professional Services for Sustainability
Projects



3. References

Chad Maraj, P.E.
cmaraj@coralsprings.gov
(954) 344-3463
Coral Springs
9500 W Sample Rd
Coral Springs, FL 33065
Vulnerability Assessment

Eduardo Gonzalez
Egonzalez@cityofhomestead.com
305-224-4786
City of Homestead
551 Se 8th Street
Homestead, FL 33030
Watershed Management Plan

Mustafa Albassam, P.E.
Mustafa.albassam@tamarac.org
(954) 597-3550
City of Tamarac
6011 Nob Hill Road
Tamarac, FL 33321
Vulnerability Assessment

Bernard Buxton-Tetteh
bbuxton-tetteh@miamigardens-fl.gov
(305) 622-8000
City of Miami Gardens
1050 N.W. 163rd Drive
Miami Gardens, FL 33169
Vulnerability Assessment

Sam May
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North Lauderdale
701 SW 71st Avenue,
North Lauderdale, FL 33068
Vulnerability Assessment

4. Project Team Form

RFQ25-037
Professional Services for Sustainability
Projects



4. Project Team Form

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN THEIR PROPOSAL, WHICH MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RFQ # RFQ25-037 Name: Professional Services for Sustainability Projects

Federal I.D.# 59-2739866

PRIME

Role	Name of Individual Assigned to Project	Number of Years' Experience	Education, Degrees
Principal-In-Charge	<u>Jason J McClair, P.E., CFM, LEED AP</u>	<u>28</u>	<u>B.S.,</u>
Project Manager	<u>Brent Whitfield, P.E., ENV SP</u>	<u>20</u>	<u>B.S., M.S.</u>
Asst. Project Manager	<u>Charmaine Emanuels P.E.</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>Aleem Ghany, P.E, ENV SP, CFM</u>	<u>28</u>	<u>B.S., MBA</u>
Other Key Member	<u>Jennifer Lea Smith, P.E.</u>	<u>19</u>	<u>B.S.</u>

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office	Name of Individual Assigned to the Project
Adaptation and Implementation Planning	Handling the Project <u>Brizaga</u>	<u>Alec Bogdanoff, PhD</u>
Water Audit / Energy Audit / GHG Inventory	<u>SOCOTEC</u>	<u>Jonathan Burgess</u>
Adaptation and Implementation Planning	<u>Keith</u>	<u>Kelly Cranford, P.E., ENV SP</u>
(specify)	<u></u>	<u></u>
(specify)	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>



chen moore and associates

5. Organizational Chart



KEY STAFF

ADAPTATION AND IMPLEMENTATION PLANNING

Erica Echeverri (Brizaga)
 Tanoah Villain (Brizaga)
 Michael Antinelli, P.E., CFM (Brizaga)
 Evan Blanchard (Brizaga)
 Afeefa Abdool-Ghany, Ph.D., EIT (Brizaga)
 Jennifer Smith, P.E.
 Karla Jimenez E.I.
 Nilsa Zacarias, AICP
 Kelly Cranford, P.E., ENV SP (Keith)
URBAN FORESTRY PLAN
 Brian Voelker, M.S., SPWS, C.A., CLI
 Camille Schillizzi, C.A.

CRS WATERSHED MANAGEMENT PLAN

Laura Vogel, Ph.D., PE, ENV SP
 Stephanie Long, P.E., Ph.D.
 Derrick Smith, CFM, LEED AP

WATER AUDIT / ENERGY AUDIT / GHG INVENTORY

Jonathan Burgess
 Steve Samenski
 Jared Jacobs
 Anthony Thompson

SUBCONSULTANTS

Brizaga
 SOCOTEC
 KEITH - Woman Owned / Pompano Beach Local Business



6. Statement of Skills and Experience of Project Team

**RFQ25-037
Professional Services for Sustainability
Projects**



6. Statement of Skills and Experience of Project Team

CMA is dedicated to quality work for the City of Pompano Beach and has put together a team of experienced and well qualified professionals that have specialized experienced preparing vulnerability assessments in South Florida. We have identified a three-tiered approach to efficiently combine the tenured experience of senior leadership with specific expertise from the delivery and support teams.

CMA PROJECT TEAM

Project Leadership

We are proud to present **Charmaine Emanuels, P.E.** as our Project Manager for this effort in consideration of her extensive experience working for municipalities throughout Broward County on stormwater master plans and vulnerability assessments. Mr. Whitfield will be supported by Principal-In-Charge **Brent Whitfield, P.E., ENV**, who has over 21 years of experience working on municipal stormwater projects throughout South Florida. The project delivery team will also enjoy the support of **Aleem Ghamy, P.E.**, as QA/QC Manager, who, during his 27 years of experience, spent several years as a Public Works Director and City Manager in Miami-Dade County.

CMA has assembled a strong team of knowledgeable professionals and technicians with experience and expertise in the areas required to meet the goals and objectives of this contract. We have all the professionals needed to provide a wide range of technical services to the City. CMA commits that all key personnel on this project team will be dedicated as necessary to meet the workload needs of the City. Below is a summary of CMA's key personnel assigned to this contract. For more detailed qualifications on our project team below, including education, licenses, and other pertinent information, please refer to their resumes in this section. **Below is a summary of CMA's key personnel assigned to this contract.**

Jason J McClair, P.E., CFM, LEED AP | Principal-in-Charge



Mr. McClair has over 28 years of engineering experience in utility infrastructure design, regulatory permitting, geotechnical engineering, and computer aided flow modeling for stormwater collection, water distribution, and sanitary transmission systems. He has worked as project manager on multiple previous projects for the City of Pompano Beach, which include the City's Stormwater Master Plan, the Avondale Stormwater Improvements, and the Old Pompano Infrastructure Improvements along with multiple lift station rehabilitation projects. **Mr. McClair will serve as principal in charge for this contract.**

Brent Whitfield, P.E., ENV SP | Project Manager



Mr. Whitfield is the Director of Water Resources for CMA. With 20 years of professional experience, he has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Mr. Whitfield has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Mr. Whitfield has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida. Mr. Whitfield holds Bachelor's and Master's Degrees in Civil Engineering from the University of Florida. **Mr. Whitfield will provide services for our technical analysis team for this contract.**



Charmaine Emanuels, P.E. | Deputy Project Manager

Ms. Emanuels is the ideal Project Manager for the West Park Vulnerability Assessment based on her experience as the lead engineer for the Citywide stormwater master plan and vulnerability assessment for the City of Coral Springs and current efforts on the Resilient Florida grant funded vulnerability assessments for the municipalities of Tamarac, North Lauderdale, Southwest Ranches and nearby Miami Gardens. In addition to her professional experience, Ms. Emanuels is a committed community volunteer in Broward County, serving leadership roles for local professional society boards and in local schools. **Ms. Emanuels will provide Project Management and technical expertise for this contract.**



Aleem Ghany, P.E., ENV SP, CFM | QA/QC Reviewer

Mr. Ghany recently joined CMA as a principal engineer. He has over 28 years in management, engineering, and construction within both public and private sectors and proven expertise in directing municipal engineering and public utilities functions aligning with established regulatory standards. He has collaborated with developers, contractors, and consultants, demonstrating effectiveness in negotiations and driving successful business outcomes. **Mr. Ghany will serve as QA/QC Manager for this contract.**



Jennifer Smith, P.E. | Adaptation and Implementation Planning

Ms. Smith is a Principal Engineer with over 17 years of engineering experience with Chen Moore and Associates. Her work has been focused on planning, modeling, detailed design, permitting and construction administration for utility infrastructure improvement projects throughout Florida. Ms. Smith has extensive experience with pressure pipe design and modeling, lift station designs, and stormwater modeling and design including stormwater master plans for multiple Cities in Broward County. Ms. Smith has served as project manager on a variety of utility improvement projects throughout Florida. **Ms. Smith will provide services for Adaptation and Implementation Planning for this contract.**



Karla Jimenez E.I.. | Adaptation and Implementation Planning

Ms. Jimenez is an engineer in CMA's Fort Lauderdale office. Her areas of expertise include mitigating environmental pressures through green infrastructure and sustainable practices. **Ms. Jimenez will provide services for Adaptation and Implementation Planning for this contract.**



Nilsa Zacarias, AICP | Adaptation and Implementation Planning

Ms. Zacarias is CMA's Principal Planner. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Public Engagement, Land Development Regulations, Annexations, Corridor and Neighborhood Plans. She has an in-depth knowledge of Florida Statutes and required process to transmit and adopt a Comprehensive Plan. **Ms. Zacarias will provide services for Adaptation and Implementation Planning for this contract.**



Brian Voelker, M.S., SPWS, C.A., CLI | Urban Forestry Plan

Mr. Voelker is a Senior Environmental Scientist specializing in natural resource assessments and permitting, as well as certified arborist services. As an ISA Certified Arborist and LIAF Landscape Inspector, Mr. Voelker provides numerous consulting arborist services to public and private clients, including the following: urban forest management plans; GPS tree inventories; tree removal permitting; landscape plan reviews and inspections; tree value estimates and tree grading; tree risk assessment (ISA - TRAQ); analysis of tree canopy cover and ecological/monetary benefits; and mangrove trimming oversight. Mr. Voelker is currently providing as-needed consulting arborist services to the City of Cooper City, including landscape plan reviews and inspections, tree removal permit application reviews, and Development Review Committee (DRC) plan reviews and meeting attendance. **Ms. Voelker will provide urban forestry services for this project.**



Camille Schillizzi, ISA CA | Urban Forestry Plan

Ms. Schillizzi is a Tree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Ms. Schillizzi is dedicated to protecting the environment through local codes, industry standards and consistent management. **Ms. Schillizzi will provide urban forestry services for this project.**



Laura Vogel, Ph.D., PE, ENV SP | CRS Watershed Management Plan

Dr. Laura Vogel, PhD, P.E., ENV SP serves as a Senior Engineer for CMA's engineering team. She has extensive project experience with stormwater and wastewater hydraulic modeling, land development, roadway, and remediation projects. Dr. Vogel has been the technical lead for several stormwater and drainage projects for the South Florida Water Management District (SFWMD). Dr. Vogel is responsible for model construction and calibration of 1D and 2D hydrologic and hydraulic models, using platforms such as ICPR 3 and 4, EPA SWMM, Info-SWMM, MIKE SHE, and HEC-RAS. She coordinates with all agencies and facilitates the resolution of issues raised by the request for information. She is responsible for the implementation of the internal quality assurance process including the review of all documentations to ensure quality control has been completed at each phase of the design process. **Ms. Vogel will assist with the CRS Watershed Management Plan.**



Stephanie Long, P.E., Ph.D. | CRS Watershed Management Plan

Ms. Long is a Water Resources Engineer with over a decade of experience in modeling surface water and groundwater hydrology from the watershed to sub-basin scale. Her expertise includes stormwater modeling for urban flood control operations, water storage modeling and analysis, nutrient fate and transport modeling, and surface water /groundwater contaminate transport. During her doctoral research as part of the NASA WaterSCAPES grant, she helped develop a hydrological model of Everglades National Park and analyzed the impact of proposed regional restoration projects on Park hydroperiods and water quality. **Ms. Long will assist with the CRS Watershed Management Plan.**

**Derrick Smith, CFM, LEED AP | CRS Watershed Management Plan**

Mr. Smith serves as CMA's Senior Construction Specialist with extensive experience with engineering construction projects in Florida. His responsibilities include coordination and monitoring of construction activities for public and private sectors, and serves as liaison to owners, contractors, subcontractors, residents, and governmental agencies. Additional responsibilities include the review and processing of change orders, progress payments and construction related reports, and representing the owners and engineers at pre-construction and various other meetings. He provides construction site observation, analyzes and approves any deviations from construction documents requested by the contractor to minimize potential delays, reviews as-builts for accuracy, prepares punch list items, attends final walk-throughs, and assists in project closeout. Additional responsibilities include constructability review and value engineering. **Mr. Smith will assist with the CRS Watershed Management Plan.**

SUBCONSULTANT

Brizaga, Inc.

**QA/QC REVIEWER / ADAPTATION AND IMPLEMENTATION PLANNING****Certified SBE and CBE Firm**

Brizaga was founded in 2017 to help individuals, businesses, and governments understand and address the effects of a changing environment, with an emphasis on sea level rise. Brizaga brings a unique perspective by weaving the worlds of engineering, science, policy and communications to foster innovative and unique solutions to some of our greatest challenges. This includes in-depth knowledge of law, policy, and science communications, with vast experience in grant writing that may seek funding to help develop programs, support equity, and align with the National Flood Insurance Program that benefits the community. Their team has experience assessing vulnerability and risk to flooding and sea level rise, planning adaptation strategies for specific challenges, and public engagement to build widespread support. They distill these complex technical topics to help policy-makers and the general public better understand their interdependencies and make the best choices to adapt. With over 45 combined years of political, environmental, science and engineering experience, their team is here to help create a vibrant, viable, and better tomorrow. Brizaga is a Broward County SBE & CBE based in Fort Lauderdale. They take a highly sensitive approach to each project they embark on, not only to examine the benefits that must be achieved as part of implementation, but to truly understand the various climate and flooding scenarios, the likelihood of their occurrences, and their impact on the triple bottom line. This way, Brizaga can quantify the return on investment and payback period of design for different levels of service and effectively communicate and explain the best alternative for a given project.



SUBCONSULTANT**KEITH****ADAPTATION AND IMPLEMENTATION PLANNING****Woman Owned / Local Pompano Beach Business***Engineering Inspired Design.*

KEITH is a 60 + year old, majority woman owned, transdisciplinary firm, based in Florida delivering a broad range of projects internationally. Based in Florida KEITH has office locations in Miami-Dade, Broward, Palm Beach, St. Lucie, and Orange counties. Our team of over 200 professionals is working every day to deliver on our mission to create, expand upon, preserve and enhance our communities.

KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services. KEITH has collaborated with more than 75 local governments throughout Florida. Through our work, we create the stage for everyday moments; expected and unexpected. Our holistic development solutions carefully blend technical expertise with creative problem-solving; a rightand left-brained approach, or what we call Engineering Inspired Design.

KEITH engages as an extension of our clients, with an analytical lens and a goal to resolve development issues in a collaborative way; one that goes beyond the disciplines we provide. KEITH takes what might be considered mundane and transforms it by considering it through our unique lens, reshaping each project so that it's more than just functional, it's sustainable.

KEITH, constantly building upon our history, stands today as a trans-disciplinary powerhouse shaping communities across Florida and beyond with state-of-the-art and sustainable solutions to address all of the needs of our clients.

pompano beach
Florida's Warmest Welcome

**CITY OF POMPAÑO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2024 - 2025**

Business Tax Receipt Valid from: October 1, 2024 through September 30, 2025

4441589 9/11/2024
KEITH AND ASSOCIATES INC
301 E ATLANTIC BL
POMPAÑO BEACH FL 33060

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: KEITH AND ASSOCIATES INC
BUSINESS LOCATION: 301 E ATLANTIC BL POMPAÑO BEACH FL

RECEIPT NO: 25-00065569
CLASSIFICATION: PROFESSIONAL OFFICE (SEE REQUIREMENTS)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

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

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

CRANFORD, KELLY E.
701 NORTHPOINT PARKWAY, SUITE 218
WEST PALM BEACH FL 33407

LICENSE NUMBER: PE51899
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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SUBCONSULTANT**SOCOTEC****WATER AUDIT / ENERGY AUDIT / GHG INVENTORY**

SOCOTEC, a leading provider of TIC (Testing, Inspection, and Certification), consulting, and advisory services - with a strategic focus on building and infrastructure sectors, offers the combined, highly technical expertise of an expansive and holistic network of experts across eleven service lines: (i) Building Envelope; (ii) Energy & Sustainability; (iii) Code & Planning; (iv) Life Safety; (v) Testing & Inspection; (vi) Commissioning; (vii) Project Advisory; (viii) Dispute Resolution; (ix) Owner's Project Management, (x) Economic Damages, and (xi) Specialty Engineering.

**SOCOTEC**

SOCOTEC Consulting, Inc. a specific SOCOTEC entity was established in 2015 in Broward County, Florida. Nationally, SOCOTEC has a team of over 650 people across 25+ offices within the US, and more than 12,000 staff in 26 countries globally, working on some of the most challenging projects in the world's most competitive markets.

Our professional architects, engineers and construction specialists deliver expert advice across our multiple service offerings to provide an integrated and holistic approach to building challenges.

State of Florida Department of State

I certify from the records of this office that SOCOTEC CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on May 13, 2015.

The document number of this corporation is P15000043105.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 17, 2025, and that its status is active.

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

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



Secretary of State

Tracking Number: 3356455693CU

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

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

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: SOCOTEC CONSULTING INC		Receipt #: 315-346593		Business Type: ENGINEER (ENGINEER CONSULTING)	
Owner Name: ZACHARY NORD		Business Opened: 08/03/2022		State/County/Cert/Reg: 31275	
Business Location: 110 EAST BROWARD BLVD SUITE 900 FT LAUDERDALE		Exemption Code:			
Business Phone: 3059853772					
Rooms	Seats	Employees	Machines	Professionals	
		49			
For Vending Business Only					
Number of Machines:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
45.00	0.00	0.00	0.00	0.00	0.00
Receipt Fee		45.00			
Packing/Processing/Canning Employees		0.00			
		Total Paid			
		45.00			

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:**

ZACHARY NORD
151 WEST 42ND STREET 24TH
FLOOR
NEW YORK, NY 10036

Receipt # WNW-23-00293527
Paid 09/20/2024 45.00

2024 - 2025**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: SOCOTEC CONSULTING INC		Receipt #: 315-346593		Business Type: ENGINEER (ENGINEER CONSULTING)	
Owner Name: ZACHARY NORD		Business Opened: 08/03/2022		State/County/Cert/Reg: 31275	
Business Location: 110 EAST BROWARD BLVD SUITE 900 FT LAUDERDALE		Exemption Code:			
Business Phone: 3059853772					
Rooms	Seats	Employees	Machines	Professionals	
		49			
For Vending Business Only					
Number of Machines:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
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Receipt Fee		45.00			
Packing/Processing/Canning Employees		0.00			
		Total Paid			
		45.00			

Receipt # WNW-23-00293527
Paid 09/20/2024 45.00



7. Resumes of Key Personnel

RFQ No. 24-06
Continuing General Engineering Consulting
Services for Planning and Design



7. Resumes of Key Personnel

7. Resumes of Key Personnel

JASON J MCCLAIR, P.E., CFM, LEED AP

Principal-In-Charge



Mr. McClair has over 28 years of engineering experience in utility infrastructure design, regulatory permitting, geotechnical engineering, and computer aided flow modeling for stormwater collection, water distribution, and sanitary transmission systems. He has worked as project manager on multiple previous projects for the City of Pompano Beach, which include the City's Stormwater Master Plan, the Avondale Stormwater Improvements, and the Old Pompano Infrastructure Improvements along with multiple lift station rehabilitation projects.

Project Experience

NE 27 AVE and NE 16 ST Stormwater. CMA shall provide construction services for the NE 27th Ave and NE 16th Street Stormwater Improvements. Services include bidding assistance, facilitating progress meetings, reviewing payment applications, coordinating with contractor and performing construction inspections. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area is bound by Federal Highway to the west, NE 16th Street to the south, Intracoastal Waterway to the east, and NE 22nd Court to the north. This project area consists of primarily single family residential properties with a limited existing drainage system serving the public right of way areas. The existing drainage system within the project area consists of independent drainage systems that collect stormwater runoff from the public right of way area and discharges via existing outfalls into tidally influenced canals, which are directly connected to the Intracoastal Waterway. In order to alleviate the existing flooding problems within the project, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area.

SW 8th Street Drainage Evaluation. The existing commercial and industrial area located immediately south of Pompano Park Place along Andrews Avenue has existing flooding issues within the public right of way areas. According to the City's 2013 Stormwater Master Plan, this commercial / industrial area was identified to need stormwater improvements to address existing flooding issues within the public right of way areas. In particular, the City has identified existing flooding issues within public right of way for SW 8th Street to west of Andrews Avenue. CMA was retained by the City to evaluate the various potential alternatives for stormwater improvements along SW 8th Street to west of Andrews Avenue. CMA evaluated each potential alternative for effectiveness of reducing peak flood elevation and flood during within the public right of way for SW 8th Street along with confirming any permit limitations, site limitation, constructability issues, and cost impacts. Based on this drainage evaluation, CMA provided recommendations on the most effective option for alleviating flooding issues within the public right of way for SW 8th Street to west of Andrews Avenue.

LS44 Force Main Replacement. Chen Moore and Associates (CMA) provided professional engineering services on LS44 Force Main Rehabilitation Project. The City of Pompano Beach intends to replace a segment of existing 16-inch CIP force main, which is approximately 2,300 linear feet. This segment of existing 16-inch force main is routed from Lift Station #44 along US1 up to the bridge over the Pompano Canal, which is primarily within FDOT right of way. The City intends to replace this segment of existing 16-inch CIP force main using horizontal directional drilling (HDD). The City intends to retain Murphy Pipeline to complete this pipe replacement under an existing contract. This scope of services will include the design services, regulatory permitting,

Hire Date

04/15/2001

Years with other firms: 5**Education**

Bachelor of Science, Civil Engineering, University of Florida, 1996

Registration

Professional Engineer, Florida, 56962, 2001

Professional Affiliations

American Public Works Association

American Society of Civil Engineers

Broward County Gator Club

Florida Engineering Society

National Society of Professional Engineers

University of Florida Alumni Association

Certifications

SWMM Modeling Software Training

FDOT LAP Compliance update
June 2014

SWMM Stormwater Modeler

FDOT LAP Compliance

ICPR Modeler (Streamline Technologies)

WaterCAD Master Modeler
(Haestad Methods)

SewerCAD Master Modeler
(Haestad Methods)

Certified Floodplain Manager

Nuclear Density Gauge Operator
(Troxler)

Radiation Safety Officer (Troxler)

Advanced Work Zone Traffic Control (FICE)

JASON J MCCLAIR, P.E., CFM, LEED AP

Principal-In-Charge



and limited construction services necessary for the City of Pompano Beach to rehabilitate this segment of existing 16-inch force main under this project.

NW 16th Street Drainage Improvements. CMA conducted a tree inventory and assessment related to proposed drainage improvements along NW 16th Lane. CMA developed tree disposition, tree protection, and landscape restoration plans for NW 16th Lane.

NW 16th Lane Stormwater Improvement Project Scope of Services for Site Inspection Services. The City of Pompano Beach retained another engineering consultant to prepare the bid documents for the installation of stormwater improvements along NW 16th Lane north of Copan Road. The proposed improvements include the installation of new stormwater infrastructure to collect stormwater runoff from public right of way areas for NW 16th Lane, the installation of a new stormwater pump station within the public right of way along NW 16th Lane, and installation of a new discharge force main from the new stormwater pump station along Copans Road and NW 17th Lane to a new outfall into an existing drainage canal. CMA provided professional services during the bidding and construction phase of this project. AS - Stormwater Improvements NE 27th Avenue - PO 340565. This project is for additional design services to revise the original design plans for the NE 27th Ave and NE 16th Street Stormwater Improvements. Revisions are required following the installation of a reclaimed watermain throughout the neighborhood. CMA will use the reclaimed watermain asbuilts to revise the stormwater plan and profiles to minize conflicts. CMA will prepare revised plans and permits for the NE 27th Ave and NE 16th Street Stormwater Improvements.

Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area is bound by Federal Highway to the west, NE 16th Street to the south, Intracoastal Waterway to the east, and NE 22nd Court to the north. This project area consists of primarily single family residential properties with a limited existing drainage system serving the public right of way areas. The existing drainage system within the project area consists of independent drainage systems that collect stormwater runoff from the public right of way area and discharges via existing outfalls into tidally influenced canals, which are directly connected to the Intracoastal Waterway. The existing outfalls are located along the north side of NE 22nd Court and along the south side end of NE 16th Street. Although there are existing stormwater facilities within the project area, it does not provide an adequate level of service to the right of way areas within the project area. In order to alleviate the existing flooding problems within the project, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area.

South Riverside Drive Stormwater Improvements. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area includes South Riverside Drive between SE 10th Street and East Atlantic Boulevard and SE 10th Street between South Riverside Drive and South Ocean Drive. This project area consists of primarily residential properties with a limited existing drainage system serving the public right of way area for South Riverside Drive. The existing drainage system within the project area consists of seven independent drainage outfalls that discharge stormwater runoff from the public right of way areas into the Intracoastal Waterway. In order to alleviate the existing flooding problems within the project area, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area. The project area typically experiences significant flooding within public right of way area during heavy rainfall events due to the very low ground surface elevations throughout the project area. The ground surface elevation along the centerline of South Riverside Drive is as low as +1.3 feet NAVD at some locations. Due to the very low ground surface elevation within the project area, the discharge capacity of the existing stormwater outfalls from the project area is limited by the tidal influence of the Intracoastal Waterway.

The primary purpose of this stormwater improvement project is to reduce the flooding depth and duration within the project area during significant storm events. CMA shall assess the feasibility, the constructability, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of various potential improvement alternative within the project area. CMA will develop construction documents for the implementation of the recommended stormwater improvements.

ALEEM GHANY, P.E., ENV SP, CFM
QA/QC Reviewer



Mr. Ghany recently joined CMA as a principal engineer. He has over 28 years in management, engineering, and construction within both public and private sectors and proven expertise in directing municipal engineering and public utilities functions aligning with established regulatory standards. He has collaborated with developers, contractors, and consultants, demonstrating effectiveness in negotiations and driving successful business outcomes.

Project Experience

The following outlines Mr. Ghany's experience while working for North Miami .

North Miami Public Work/Utility Director. Coordinated all construction projects for the City, including the planning, design, implementation, and evaluation of construction/renovation projects, management studies, introduction of new programs, and various professional services: defined the scope of the project; identified and ensured proper allocation of financial, material, and human resources committed to the project; formulated solutions and resolved problems; facilitated implementation of the project; and provided administrative support to the project as needed. Coordinated and supervised all day-to-day operations on the Biscayne Landing site for permit requirements, landfill closure compliance, and Miami-Dade Regulatory and Economic Resources (RER). Liaised with other governmental agencies, Miami-Dade Regulatory and Economic Resources (RER), WASD, and FEMA, South Florida Water Management District, and various other city, state, and federal agencies. He planned and coordinated departmental activities; made recommendations concerning the operation of the various divisions: Streets and Right of Ways, Sanitation, Facility Maintenance, Fleet, Water and Sewer, Water Plant, and Stormwater. Developed annual fiscal budgets and five year CIP budgets. Managed and supervised various levels of staff in coordinating departmental projects. Assessed personnel needs and equipment needs to formulate the most cost-effective means of providing services. Evaluated work activities through review of work plans, reports, conferences, and inspections; prepared and reviewed performance evaluations, initiate disciplinary actions, made selection of qualified personnel to fill vacant positions. He maintained a current knowledge of applicable policies, laws, and regulations, awareness of new materials, procedures, trends, and advance in the profession; read professional literatures; maintained professional affiliations; attended conferences, workshops, and training sessions, as appropriate. Some of his major accomplishments during this time include establishing and creating a Stormwater Utility Division, assisting with the Biscayne Landing/Sole Mia negotiations and Lease Agreement with present developer, overseeing the design Improvements for the Winson Water Treatment Plant upgrade, completing \$8.5 million FEMA 1345 projects for drainage improvement citywide, negotiating with FEMA on changes to FIRM maps, implementing a new Water & Sewer Rate Structure, securing State Revolving Loans (SRF) to improve the City's water plant, water and sewer infrastructure, and lift stations, and implementing outsourcing of the Solid Waste Department.

Hire Date

09/16/2024

Years with other firms: 27

Education

Master in Public Administration,
Florida International University,
2004

Bachelor of Science, Civil
Engineering, Florida International
University

Registration

Professional Engineer, Florida,
55408, 2000

Professional Affiliations

Florida Water Environment
Federation

AWWA

Association of State Flood Plain
Management

Florida Floodplain Managers
Association

Florida Engineering Leadership
Institute

Florida Engineering Society

Florida Water and Environmental
Association

Florida Water Environment
Association

Water Environment Federation
Certifications

Water Distribution Level 3 & 2

Certified Underground Utility
Contractor

Certified Floodplain Manager
CFM

Sediment and Erosion Control
Inspector and Instructor (FDEP)

Certified General Contractor

Storm water Operator License
A,B & C

Certified in Environmental
Professional

NASSCO Certified

BRENT WHITFIELD, P.E., ENV SP

Project Manager



Brent Whitfield, P.E., ENV SP is the Director of Water Resources for CMA. With 20 years of professional experience, Mr. Whitfield has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Mr. Whitfield has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Mr. Whitfield has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida.

Project Experience

Mangonia Park Comprehensive Vulnerability Assessment Services. Town of Mangonia Park. The Town of Mangonia Park has requested that CMA conduct a Comprehensive Vulnerability Assessment (VA) for the Town. CMA will meet the state criteria in Section 380.093, Florida Statutes, generate elevation certificates of prioritized critical government facilities, assess roadway vulnerability, and prepare an adaptation plan which compiles a list of Town adaptation projects to address flooding risks in the future.

Stormwater Engineering Services. City of Dania Beach. The City of Dania Beach (City) has requested that CMA provide stormwater engineering services as needed on behalf of the City. An immediate need is for the 5-year license renewals for surface water management licenses as required by the Broward County Environmental Protection and Growth Management Department (BCEPGM). The City identified other potential needs that include the analysis and review of recommended alternatives for site specific right of way drainage issues. CMA shall review the proposed stormwater improvements for any new development projects at the City. CMA shall review design plans and calculations for these new development projects to verify any impacts of the proposed new development on the performance of existing infrastructure system. CMA shall analyze the existing drainage system and recommend any new improvements that may be required due to the development. CMA shall provide inspections related to the proposed improvements under each new development project to the City.

High Level Project Description and Cost Estimates of Recommended FPLOS Phase I Assessments for the FPLOS Study – South Florida Water Management District. The South Florida Water Management District (SFWMD) is conducting a system-wide review of the regional water management infrastructure, through its Flood Protection Level of Service Program (FPLOS) to assess flood vulnerabilities and support determination of best adaptation and mitigation projects to maintain or improve flood protection levels of service. The FPLOS Phase I Studies assess the level of protection provided by the water management system within a watershed considering sea level rise (SLR), extreme rainfall, future land development, and other known water management considerations in each watershed. Chen Moore and Associates provided the Phase I FPLOS for the C2, C3W, C4, C5, and C6 Basins in Miami-Dade County. As part of the final deliverables from each FPLOS Phase I Study, a technical memorandum (TM) containing the preliminary mitigation and adaptation projects within the Phase I study area was produced. These preliminary mitigation and adaptation projects are suggested based on the initial flood vulnerability findings identified during the Phase I studies and include some non-regret project strategies.

Hire Date

02/13/2017

Years with other firms: 13**Education**

Master of Science, Civil Engineering, University of Florida, 2003

Bachelor of Science, Civil Engineering, University of Florida, 2001

Registration

Professional Engineer, Florida, 65720, 2007

Certifications

Statewide Airport Stormwater Study

Florida Stormwater Association (FSA) Stormwater Operator Certification Level 2

Envision Sustainability Professional

Awards

ASCE Region 5 Engineer of the Year Award - 2019

ASCE State Section - Engineer of the Year - 2018

National Engineers' Council Outstanding Engineering Achievement Merit - 2019

Professional References

Dr. Ana Carolina Maran, PE

Cheif of District Resliency
561-682-6868

Jason Debrincat, PE

Town of Palm Beach

561-838-5440 ext. 7027

Marjorie Craig, PE

Village of Tequesta

561-768-0459

CHARMAINE EMANUELS P.E.

Deputy Project Manager



Ms. Emanuels serves as an Associate Engineer for CMA's engineering team and has experience working on various aspects of civil engineering design, plan preparation, permitting efforts, and construction oversight while leading segments of the project design. Her experience includes utility coordination; performing modeling and simulation; site grading; pavement analysis; water distribution system; sanitary sewer collection system; lift station design; stormwater management system and drainage analysis; roadway design; maintenance of traffic and phasing; pavement marking; signage; and erosion control. She also prepares meeting agendas, meeting minutes, and estimates of probable cost including quantity takeoffs.

Project Experience**Stormwater Master Plan with City of Coral Springs. City of Coral Springs.**

CMA is conducting a Citywide Stormwater Master Plan for the City of Coral Springs to identify areas of concern related to stormwater flooding throughout the City limits and to identify and prioritize future capital improvement projects related to stormwater infrastructure. CMA will compile, review, and evaluate all available information on the City's existing stormwater infrastructure. Based on information collected, CMA will prepare a stormwater model for the purpose of evaluating the level of service provided by City's existing stormwater infrastructure. The stormwater model will also be used to assess various alternatives for drainage improvements required to meet the level of service criteria for various storm events. Based on the result of the stormwater model, CMA will prepare the stormwater master plan, which will define the analysis of the existing stormwater infrastructure, identify and prioritize "problem areas" within the City limits, and recommend any improvements to the existing stormwater system. CMA will develop a Capital Improvement Plan for the overall stormwater management system in ranking. In addition, CMA will review and enhance the City's compliance efforts under the CRS Program and the NPDES MS4 Permit.

Citywide Vulnerability Assessment, Mitigation Strategy & Stakeholder Outreach.

City of Tamarac. The City of Tamarac has requested that CMA provide professional engineering services for the preparation of a Comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes as well as develop a Local Mitigation Strategy. Tasks by CMA will include conducting a kick-off meeting to create the overall project management plan; conducting two public outreach meetings during the project; acquiring background data needed to perform the VA; performing an exposure analysis which will identify the depth of flooding resulting from several climate related hazards: current and future tidal flooding, storm surge, precipitation, overtopping of seawalls, and compounding flooding; developing a sensitivity measurement methodology; finalizing the VA report, maps and tables; and creating a Local Mitigation Strategy as required by the Florida Division of Emergency Management.

SWestchester Stormwater Improvements - Phase 2. The implementation of stormwater improvements within Westchester has been phased into two separate projects. Phase 1 included the design and construction services for culvert replacements under NW 24th Street which has been completed. Phase 2 improvements will consist of upsizing 21 outfalls throughout the project area that were identified as undersized, consisting of either 12-inch or 15-inch diameter. Based on the model analysis, upsizing of outfalls that are less than 18-inches in diameter to a minimum diameter of 18-inches is projected to reduce the peak flood stages by an average of 0.16 feet per basin and decrease of flooding duration in with an average decrease of 1.68 hours per basin. CMA is responsible for the site investigation, design, permitting, bidding and construction services for this stormwater improvement project.

Hire Date

05/20/2019

Years with other firms: 0**Education**

Bachelor of Science, Civil Engineering, Florida International University, 2019

Registration

Engineer In Training, 2019

Professional Engineer, Florida, 96867, 2023

JENNIFER LEA SMITH, P.E.**Adaptation and Implementation Planning**

Jennifer Smith, P.E. is currently a principal civil engineer with over 19 years of experience with Chen Moore and Associates. Her work has been focused on planning, modeling, detailed design, permitting, and construction administration for utility infrastructure improvement projects throughout Florida. Ms. Smith has extensive experience with hydraulic and hydrologic modeling for the analysis of stormwater systems utilizing ICPR and SWMM. She worked on the Lift Station Improvement Program for the City of Pompano Beach and has completed multiple stormwater modeling studies for the City of Coral Springs, the City of Sunrise, and the City of Dania Beach. She has served as senior engineer on a variety of lift station projects for multiple municipalities throughout Broward County. Ms. Smith served as the assistant project manager for the Broward County UAZ 110/111 Water and Sanitary Sewer project, which includes the planning, design, and permitting of utility infrastructure.

Project Experience

NE 27 AVE and NE 16 ST Stormwater. CMA shall provide construction services for the NE 27th Ave and NE 16th Street Stormwater Improvements. Services include bidding assistance, facilitating progress meetings, reviewing payment applications, coordinating with contractor and performing construction inspections. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area is bound by Federal Highway to the west, NE 16th Street to the south, Intracoastal Waterway to the east, and NE 22nd Court to the north. This project area consists of primarily single family residential properties with a limited existing drainage system serving the public right of way areas. The existing drainage system within the project area consists of independent drainage systems that collect stormwater runoff from the public right of way area and discharges via existing outfalls into tidally influenced canals, which are directly connected to the Intracoastal Waterway. In order to alleviate the existing flooding problems within the project, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area. AS - Stormwater Improvements NE 27th Avenue - PO 340565. This project is for additional design services to revise the original design plans for the NE 27th Ave and NE 16th Street Stormwater Improvements. Revisions are required following the installation of a reclaimed watermain throughout the neighborhood. CMA will use the reclaimed watermain asbuilts to revise the stormwater plan and profiles to minimize conflicts. CMA will prepare revised plans and permits for the NE 27th Ave and NE 16th Street Stormwater Improvements.

Engineering Services for 20 Year SW Plan with City of Pompano Beach. The City of Pompano Beach wishes to update the City's previous wastewater master plan, which was initially completed in March 2012 and further updated in December 2016 by Mathews Consulting. The purpose of the previous wastewater master plan was to evaluate the existing wastewater utility system and to recommend system improvements needed to maintain adequate level of service over the 20-year planning period. CMA will update this previous wastewater master plan to incorporate various changes that have occurred since 2016 that have impacted or will impact the City's wastewater system, such as operational changes by the City, recent improvements to the City's wastewater system, recent development activities within the City, new future development planned within the City, and new regulatory requirements related to the wastewater system. CMA will focus our effort on operational capacity the City's wastewater lift stations and force main transmission system under both the existing conditions and the future conditions. As part of this effort, CMA will develop a capital



cma
chen moore and associates

Hire Date

05/30/2006

Years with other firms: 0**Education**

Bachelor of Science, Civil Engineering, Florida Atlantic Engineering, 2006

Registration

Professional Engineer, Florida,
72232, 2011

Professional Affiliations

American Society of Civil
Engineers

Florida Atlantic University Civil
Engineering (CE) Department
Advisory

Florida Engineering Society

Florida Water and Environmental
Association

Leadership Broward

National Society of Professional
Engineers

Certifications

SWMM training

ICPR 3 and ICPR 4 Training

Stormwater Management
Inspector

Awards

ASCE Broward Branch of the
Year under Jennifer's leadership
as President of the branch - 2019

ASCE Florida Young Engineer of
the Year - 2019

ASCE Region 5 Young Civil
Engineer of the Year Award 2020

Most Active Broward ASCE
Member - 2009

Outstanding Engineering
Achievement Merit Award by
Palm Beach County Business
Development Board 2021

JENNIFER LEA SMITH, P.E.

Adaptation and Implementation Planning



improvement program for improvements to the City's wastewater system, which will include estimated construction costs and implementation schedule for each recommended improvement project.

South Riverside Drive Stormwater Improvements. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area includes South Riverside Drive between SE 10th Street and East Atlantic Boulevard and SE 10th Street between South Riverside Drive and South Ocean Drive. This project area consists of primarily residential properties with a limited existing drainage system serving the public right of way area for South Riverside Drive. The existing drainage system within the project area consists of seven independent drainage outfalls that discharge stormwater runoff from the public right of way areas into the Intracoastal Waterway. In order to alleviate the existing flooding problems within the project area, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area. The project area typically experiences significant flooding within public right of way area during heavy rainfall events due to the very low ground surface elevations throughout the project area. The ground surface elevation along the centerline of South Riverside Drive is as low as +1.3 feet NAVD at some locations. Due to the very low ground surface elevation within the project area, the discharge capacity of the existing stormwater outfalls from the project area is limited by the tidal influence of the Intracoastal Waterway.

The primary purpose of this stormwater improvement project is to reduce the flooding depth and duration within the project area during significant storm events. CMA shall assess the feasibility, the constructability, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of various potential improvement alternative within the project area.

NE 27th Ave & NE 16 St Stormwater Improvement. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area is bound by Federal Highway to the west, NE 16th Street to the south, Intracoastal Waterway to the east, and NE 22nd Court to the north. This project area consists of primarily single family residential properties with a limited existing drainage system serving the public right of way areas. The existing drainage system within the project area consists of independent drainage systems that collect stormwater runoff from the public right of way area and discharges via existing outfalls into tidally influenced canals, which are directly connected to the Intracoastal Waterway. The existing outfalls are located along the north side of NE 22nd Court and along the south side end of NE 16th Street. Although there are existing stormwater facilities within the project area, it does not provide an adequate level of service to the right of way areas within the project area. In order to alleviate the existing flooding problems within the project, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area.

Pompano Commerce Park. CMA is conducting a conceptual planning and preliminary engineering for the initial phase of the proposed master stormwater system serving the Northwest CRA Transit Oriented Corridor (TOC) within the proposed Pompano Commerce Park. According to the preliminary conceptual layout prepared by the CRA, the backbone of the initial phase of the master stormwater management system will likely consist of a series of canals bisecting the proposed Pompano Commerce Park. CMA will assess the feasibility of various configuration alternatives for these proposed canal networks within the proposed Pompano Commerce Park and will evaluate the storage and transmission capacity of each configuration alternative for the proposed canal networks.

Northwest CRA Transit-Oriented Corridor Stormwater Study. The Pompano Beach CRA requested that Chen Moore and Associates (CMA) conduct a detailed stormwater study of the future conditions within the designated Transit Oriented Corridor (TOC) within the Northwest CRA. The general boundaries of the study area are NW 6th Street on the north, West Atlantic Boulevard on the south, NW 10th Avenue on the west, and NW 5th Avenue on the east. Since there is a history of past flooding within the study area, the CRA was interested in implementing a master stormwater management system for the entire TOC area for the purpose of promoting future development. The CRA preferred a master stormwater management system which would have a positive outfall into a newly constructed dry retention area(s), stormwater pond(s), and/or wetland area within the TOC area. The master stormwater management system would need to be sized to meet the regulatory requirements related to flood protection and water quality treatment of stormwater runoff for the entire TOC area under the future build out conditions. The master stormwater management system would need to be developed based on the future conditions assumption that all relevant properties are redeveloped to the maximum allowable impervious coverage. Under this scenario, the CRA would construct the master stormwater management system and then charge developers a fee for their portion of the master stormwater management system.

KARLA JIMENEZ, E.I.**Adaptation and Implementation Planning**

Ms. Jimenez is an engineer in CMA's Fort Lauderdale office. Her areas of expertise include mitigating environmental pressures through green infrastructure and sustainable practices.

Project Experience

Miami Gardens Citywide Vulnerability Assessment. CMA will provide professional engineering services for the preparation of a Comprehensive Vulnerability Assessment. Drawing upon City and public feedback, the vulnerability assessment report will contain all the results of the exposure and sensitivity analyses as well as a summary of identified risks and vulnerable critical assets. It will also contain a list of all critical assets in the community, specifying which are at risk of current or future inundation. These assets will be prioritized in order of most to least vulnerable. Comprehensive Vulnerability Assessment on behalf of the City of Miami Gardens - PO 24-00545. CMA is supporting the City of Miami Gardens with a Comprehensive Resilience Implementation Plan, that consists of a Vulnerability Assessment pursuant to Section 380.093 (F.S.), an Adaptation Plan and an amendment to the City of Miami Gardens Comprehensive Plan to comply with the Peril of Flood statute. The project includes public outreach in the form of assembling and managing a steering committee made up of community stakeholders, acquiring background data for critical assets and sensitivity to exposure, performing hydrologic and hydraulic modeling of exposure to flooding, performing an analysis of impacts to infrastructure from estimated flooding extent and duration, preparing a prioritization of focus areas, and documenting the results of the assessment in a report to be submitted to the State of Florida.

SW Ranches Comprehensive Stormwater Vulnerability Assessment. CMA is supporting the Town of Southwest Ranches in completing the Vulnerability Assessment Project which includes a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as to develop a Steering Committee and conduct Steering Committee meetings to assist in reviewing the goals of the project and provide input for study direction. The Project includes stakeholder engagement and public outreach. CMA will use all available data regarding vulnerable critical assets and flooding concerns to compare with the results of a hydrologic and hydraulic model to determine the exposure, sensitivity, and vulnerability of the critical assets to impacts of flooding from the 100-year storm for the 2050 and 2080 sea level rise scenarios. The results of the vulnerability analysis will be used to prioritize resiliency projects, apply for additional grant funding, and coordinate with the Local Mitigation Strategy Working Group to make the Town more resilient.

Citywide Vulnerability Assessment, Mitigation Strategy & Stakeholder Outreach. City of Tamarac. The City of Tamarac has requested that CMA provide professional engineering services for the preparation of a Comprehensive Vulnerability Assessment (VA). Pursuant to Section 380.093, Florida Statutes as well as develop a Local Mitigation Strategy. As part of each task, CMA will provide a Task Deliverables Memorandum. This can be provided to the granting agency so that they can easily see that all task deliverables have been met. Tasks by CMA will include conducting a kick-off meeting to create the overall project management plan; conducting two public outreach meetings during the project; acquiring background data needed to perform the VA; performing an exposure analysis which will identify the depth of flooding resulting from several climate related hazards: current and future tidal flooding, storm surge, precipitation, overtopping of seawalls, and compounding flooding; developing a sensitivity measurement methodology; finalizing the VA report, maps and tables; and creating a Local Mitigation Strategy as required by the Florida Division of Emergency Management.



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Hire Date

09/01/2024

Years with other firms: 0**Education**

Bachelor of Science, Double
Major in Environmental
Engineering and Interdisciplin,
Florida International University,
2023

Registration

Engineer In Training, Florida,
1100028192, 2024

Professional Affiliations

American Society of Civil
Engineers

Awards

FIU College of Engineering
and Computing Dean's List (8
semesters)

Florida Academic Scholar - Bright
Futures

Honors College, Society of
Hispanic Professional Engineers
(SHPE), and American Society of
Civil Engineers (ASCE)

Outstanding Graduate Award in
ENV Eng.

Outstanding Graduate Award in
IDE

NILSA ZACARIAS, AICP**Adaptation and Implementation Planning**

Nilsa is Director of Planning and a Principal Planner with CMA's planning team. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives. She has provided planning and public engagement services to multiple local governments throughout Palm Beach County, the Treasure Coast, and South Florida in general. Her planning team consists of professional urban planners with years of experience and in-depth knowledge of land use planning including local codes and Florida statutes.

Project Experience

General Planning Services, Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations to be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

Urban Design, LDRs, EAR- based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach . Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. The CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Public Participation Program, Parks Master Plan "Our Parks Our Values." Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.



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Hire Date

7/27/2009

Years of Experience: 26**Years with other firms:** 11**Education**

Master of Science, Community and Regional Planning/Minor in Housing, Iowa State University

Fulbright Scholar, Bachelor of Architecture, Catholic University Asuncion, Paraguay

Certifications

Certified Planner by the American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association Florida Chapter (FAPA)

Fulbright Alumni Association

Historical Preservation Board, Town of Jupiter

Palm Beach Planning Congress
Planning & Zoning Commission, Town of Jupiter

Presentations at Conferences

Affordable Housing Symposium: Solutions and Strategies.

Palm Beach County Planning Congress, West Palm Beach, FL, October 2023

Inclusive and Equitable Public Open Spaces. American Planning Association Florida Chapter Conference (FAPA), Jacksonville, FL, September 2023

Our Cities Post Pandemic Reality: How Land Use and Design Are Defining Our "New Normal." American Planning Association Florida Chapter Conference (FAPA), Miami, FL, September 2021

BRIAN VOELKER, M.S., SPWS, C.A., CLI

Urban Forestry Plan



Mr. Voelker is a Senior Environmental Scientist specializing in natural resource assessments and permitting, as well as certified arborist services. As an ISA Certified Arborist and LIAF Landscape Inspector, Mr. Voelker provides numerous consulting arborist services to public and private clients, including the following: urban forest management plans; GPS tree inventories; tree removal permitting; landscape plan reviews and inspections; tree value estimates and tree grading; tree risk assessment (ISA - TRAQ); analysis of tree canopy cover and ecological/monetary benefits; and mangrove trimming oversight. Mr. Voelker is currently providing as-needed consulting arborist services to the City of Cooper City, including landscape plan reviews and inspections, tree removal permit application reviews, and Development Review Committee (DRC) plan reviews and meeting attendance.

Project Experience:

City of Lake Worth Beach Open Space and Recreation Master Plan. This project consists of landscape architecture and consulting arborist services for the creation of an Open Space and Recreation Master Plan (Master Plan) for the City of Lake Worth Beach (City). The Master Plan includes: (1) review of existing conditions; (2) community and stakeholders participation program; (3) analysis of needs and preferences; (4) develop plan and implementation phases; (5) adopting and executing the plan. As part of the “existing conditions review”, CMA is performing a City-wide GPS inventory of approximately 7,800 trees within City roads and City-owned properties. In addition to the inventory, CMA is conducting a City-wide tree canopy cover analysis to analyze canopy cover trends and set future canopy cover goals. In addition to the above services, CMA is also providing as-needed consulting arborist services, including tree removal permit application reviews, landscape plan reviews, and tree code violation assessments.

City of Margate – Tree Inventory and Mitigation Planning. This project included a City-wide tree inventory (±5,500 trees) to benchmark the City’s urban forest conditions and identify opportunities for incorporating additional tree canopy into its parks, rights of way, and city owned facilities. Tasks performed under this project consisted of the following: tree inventory; identification of sites for future tree mitigation opportunities; Phasing Plan for potential receiver sites.

Consulting Arborist Services for City of Zephyrhills. This 3-year services contract includes the following services: annual inventory of trees within all City park properties; annual assessment of “high-risk” trees within historical residential neighborhoods; bi-monthly tree health assessments for park and neighborhood trees; identification of potential tree planting locations; species recommendations for new tree plantings. CMA has completed the first annual monitoring event and is preparing to complete the first bi-monthly inspection.

Westlake City Engineering Services - City of Westlake. CMA provides engineering and landscape architecture services to the City of Westlake. The scope includes reviewing permit applications, reviewing plans for development within the entire city limits, coordinating with the City’s planner, coordinating with the City’s staff members, on-site landscape inspections, and coordinating with the Seminole Improvement District, whose jurisdictional boundary coincides with the City.

Currie Park Phase II Architectural and Engineering Services - City of West Palm Beach. CMA is currently planning Phase II activities which will include Design, Construction Documentation, Permitting, and Construction Administration. This scope of services for Phase II is predicated on the approved Currie Park Master Plan

Education

Bachelor of Science,
Environmental Studies, State
University of New York, 1996

Master of Science, Coastal
Zone Management, Marine
Biology, Nova

Southeastern University, 2000

Registration/Certifications

ISA Certified Arborist #FL-
5378A (2006)

ISA Tree Risk Assessment
Qualification (TRAQ) (2014)

ISA Prescription Pruning
Qualification (PPQ), 2024

LIAF Certified Landscape
Inspector #2012-125 (2012)

Professional Affiliations

Florida Urban Forestry Council,
Executive Committee Member

International Society of
Arboriculture

Landscape Inspectors
Association

of Florida

Society of Wetland Scientists

South Florida Association of
Environmental Professionals

BRIAN VOELKER, M.S., SPWS, C.A., CLI

Urban Forestry Plan



developed by the CMA team and approved by the Community Redevelopment Agency Board and City Commission in 2021. The CMA team provided professional services to the West Palm Beach CRA during Phase I of the project which included Information Gathering, Public Engagement, Visioning and Master Planning. The Design Program for Phase II maintains the existing MLK Memorial and Boat Ramp facilities and adds new facilities such as Fitness Area and Sports Courts, waterfront promenade, living shoreline, native gardens, multipurpose lawn for cultural and special events, café/kiosk, restrooms, small watercraft launching area, and destination playground.

Commodore Trail Master Plan and Improvements - City of Miami. CMA is preparing a framework and design guidelines plan for the Commodore Trail corridor. This framework document is necessary to develop the Commodore Trail design identified within the City of Miami Parks and Open Space Master Plan and Miami-Dade County Transportation Planning Organization Bicycle Project Feasibility Evaluation. The project assignment is to work with city staff, community representatives and stakeholders to develop a master plan creating a cohesive trail along the corridor consisting of a protected bikeway, pedestrian walkway, street trees, landscaping, street furnishings, lighting, wayfinding, artistic features, and other corridor enhancements. The framework and design plan will encompass 3.61 miles of the trail's 5.03 miles of publicly owned right-of-way beginning in the south at Cocoplum Circle and terminating at South Miami Avenue.

Ms. Voelker worked on the following projects while with another firm:

City of Doral Consulting Arborist Services. This project included a two-phase, City-wide inventory of 12,670 trees within streets and municipal properties; the inventory was followed by the preparation of GIS tree databases and a summary report for tree conditions, and meetings with City staff to discuss the findings from the inventory. In addition, the project included the development of a street tree planting plan, preparation of grant applications, and development of a tree protection ordinance.

Village of Wellington Village-Wide Tree Inventory. This project consisted of a three phase Village-wide inventory within streets and municipal properties (13,180 trees total). The tree inventory data and other sources were utilized to develop an Urban Forest Management Plan that outlined recommendations for management of the Village-owned trees and assisting the Village in achieving its canopy goals. The canopy coverage assessment included and analysis of tree benefits utilizing iTree. These services were performed for the Village as a subconsultant to Engenuity Group.

City of Miami Beach City-Wide Tree Inventory. This project consisted of an inventory and condition assessment of all trees within City roadway and right-of-way areas (over 48,000 trees). The assessments include health and structure evaluations, identification of utility conflicts, pruning recommendations, and general risk evaluations. The resulting GPS data was used to generate a GIS tree database which the City was able to use as an urban forest management tool. The City also made the tree data available to the public via a web-based GIS platform.

City of Delray Beach City-Wide Tree Inventory and Urban Forest Management Plan. This project included a City-wide tree inventory of ±11,600 trees and the development of an Urban Forest Management Plan (UFMP). The UFMP provided an analysis of existing tree data and recommendations for tree management and future plantings to achieve canopy cover goals. The project also included presentations of UFMP findings to City staff and the City Commission.

Southwest Streetscape and Street Tree Master Plan Services/City of Miami. The project consisted of a GPS tree inventory of over 17,000 trees within the ±6.7 square mile "Southwest Streetscape" area comprised of 13 separate neighborhoods in the southwest portion of the City of Miami. The resulting GPS tree data was provided to the client in both GIS format as well as hard copy format (maps and corresponding tree tables). The inventory will then be used by the City towards the development of a street tree master plan for the Southwest Streetscape area.

Presentations

- Florida Urban Forestry Council's Urban Forest Institute, Urban Forest Management Plans presentation (March 2023)
- Presentation to Delray Beach City Council, "Delray Beach Urban Forest Management Plan" (July 2022)
- South Florida Association of Environmental Professionals, "Conducting GPS Tree Inventories", guest speaker (July 2017)
- South Florida Association of Environmental Professionals, "Conducting GPS Tree Inventories" (hands on training), guest speaker (August 2016)
- Landscape Inspectors Association of Florida, "Conducting GPS Tree Inventories", guest speaker (July 2015)
- Florida Urban Forestry Council, "Conducting GPS Tree Inventories", guest speaker (April 2015)

CAMILLE SCHILLIZZI, ISA CA

Urban Forestry Plan



Ms. Schillizzi is a Tree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Ms. Schillizzi is dedicated to protecting the environment through local codes, industry standards and consistent management.

Project Experience:

City of Lake Worth Beach Open Space and Recreation Master Plan. This project consists of landscape architecture and consulting arborist services for the creation of an Open Space and Recreation Master Plan (Master Plan) for the City of Lake Worth Beach (City). The Master Plan includes: (1) review of existing conditions; (2) community and stakeholders participation program; (3) analysis of needs and preferences; (4) develop plan and implementation phases; (5) adopting and executing the plan. As part of the "existing conditions review", CMA is performing a City-wide GPS inventory of approximately 7,800 trees within City roads and City-owned properties. In addition to the inventory, CMA is conducting a City-wide tree canopy cover analysis to analyze canopy cover trends and set future canopy cover goals.

Consulting Arborist Services for City of Zephyrhills. This 3-year services contract includes the following services: annual inventory of trees within all City park properties; annual assessment of "high-risk" trees within historical residential neighborhoods; bi-monthly tree health assessments for park and neighborhood trees; identification of potential tree planting locations; species recommendations for new tree plantings. CMA has completed the first annual monitoring event and is preparing to complete the first bi-monthly inspection.

Miramar Complete Streets Phase III - Project No. 443945.1 - (District 4 LAP) - Contract 22-09-44. The project includes the construction of "complete street" improvements from County Line Road to Pembroke Road, and from SW 62nd Avenue to SR 7. The scope of this project includes the construction of new sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the streets within the project area. Residential driveways will be reconstructed along the proposed sidewalk and the swales will be regraded to accommodate the proposed sidewalks. Lighting at pedestrian level will be installed along the sidewalks and ADA ramps at the intersections along with crosswalks at controlled intersections. The following streets are included within the scope: SW 40th Ct, SW 37th St, SW 33rd St, SW 26th St, SW 25th St, SW 24th St, SW 23rd St, SW 22nd Ct, SW 22nd St, SW 20th Ct, SW 20th St, SW 18th St SW 61st Ave, SW 60th Terr. CMA provided drainage and permitting, and environmental LAP Assistance.

Ms. Schillizzi worked on the following projects while with other firms:

Harbor Landing GPS Tree Inventory, Palm Harbor, Pinellas County, Florida. Ms. Schillizzi supported E Sciences in conducting a GPS tree inventory to locate, identify, assess, and apply a condition rating to trees within the 21.60-acre site located in Pinellas County, Florida.

Miami Downtown Development Authority: Citywide Tree Inventory. Ms. Schillizzi performed a GPS inventory and condition assessment of all trees within City roadways in the Downtown Development Area. The assessments include health and structure evaluations, identification of utility conflicts, pruning recommendations, and general risk evaluations. The resulting GPS data was used to generate a GIS tree database which

Education

Bachelor of Science,
Biology, Nova Southeastern
University, 2019

Registration/Certifications

ISA Certified Arborist: FL-
9864A, 2022

ISA Tree Risk Assessment
Qualification, (TRAQ), 2022

ISA Prescription Pruning
Qualification (PPQ), 2024

Professional Affiliations

International Society of
Arboriculture

CAMILLE SCHILLIZZI, ISA CA

Urban Forestry Plan



the City can use to manage urban forest resources in this particular community.

Village of Wellington Village-Wide Tree Inventory. This project consisted of a three phase Village-wide inventory within streets and municipal properties (13,180 trees total). The tree inventory data and other sources were utilized to develop an Urban Forest Management Plan that outlined recommendations for management of the Village-owned trees and assisting the Village in achieving its canopy goals. The canopy coverage assessment included and analysis of tree benefits utilizing iTree. These services were performed for the Village as a subconsultant to Engenuity Group.

City of Miami Beach City-Wide Tree Inventory. This project consisted of an inventory and condition assessment of all trees within City roadway and right-of-way areas (over 48,000 trees). The assessments include health and structure evaluations, identification of utility conflicts, pruning recommendations, and general risk evaluations. The resulting GPS data was used to generate a GIS tree database which the City was able to use as an urban forest management tool. The City also made the tree data available to the public via a web-based GIS platform. This inventory work was performed by Ms. Schillizzi while at a previous firm (RES).

Homewood Suites – Pensacola: Tree Protection Plan. Ms. Schillizzi performed a GPS tree inventory and condition assessment of all trees within the proposed construction site. The assessments include health and structure evaluations, identification of utility conflicts, and general risk evaluations. The resulting GPS data was used to identify trees for protection, establish adequate tree protection zones, and develop a tree protection plan to be used during construction.

Pensacola Christian College: Tree Inventory and Management Plan. Ms. Schillizzi conducted a campus wide tree inventory for Pensacola Christian College and developed an urban forest management plan. Work included inventorying approximately 500 trees within the campus, developing a management plan and writing pruning prescriptions to reduce risk on campus. Ms. Schillizzi performed the GPS inventory, preparation of the GIS tree database, and collaborating on preparation of the management plan.

Homewood Suites – Pensacola: Tree Protection Plan. Ms. Schillizzi performed a GPS tree inventory and condition assessment of all trees within the proposed construction site. The assessments include health and structure evaluations, identification of utility conflicts, and general risk evaluations. The resulting GPS data was used to identify trees for protection, establish adequate tree protection zones, and develop a tree protection plan to be used during construction.

Southwest Streetscape and Street Tree Master Plan Services/City of Miami. The project consisted of a GPS tree inventory of over 17,000 trees within the ±6.7 square mile “Southwest Streetscape” area comprised of 13 separate neighborhoods in the southwest portion of the City of Miami. The resulting GPS tree data was provided to the client in both GIS format as well as hard copy format (maps and corresponding tree tables). The inventory will then be used by the City towards the development of a street tree master plan for the Southwest Streetscape area.

LAURA VOGEL, PH.D., PE, ENV SP

CRS Watershed Management Plan



Dr. Laura Vogel, PhD, P.E., ENV SP serves as a Senior Engineer for CMA's engineering team. She has extensive project experience with stormwater and wastewater hydraulic modeling, land development, roadway, and remediation projects. Dr. Vogel has been the technical lead for several stormwater and drainage projects for the South Florida Water Management District (SFWMD). Dr. Vogel is responsible for model construction and calibration of 1D and 2D hydrologic and hydraulic models, using platforms such as ICPR 3 and 4, EPA SWMM, Info-SWMM, MIKE SHE, and HEC-RAS. She coordinates with all agencies and facilitates the resolution of issues raised by the request for information. She is responsible for the implementation of the internal quality assurance process including the review of all documentations to ensure quality control has been completed at each phase of the design process.

Project Experience**Palm Beach County – Vulnerability Assessment and Resiliency Action Plan.**

CMA is providing support to Palm Beach County's effort to prepare a Vulnerability Assessment and Resilience Action Plan. This effort is funded by a Florida Department of Economic Opportunity (DEO) Grant and includes a vulnerability assessment of the unincorporated areas and western municipalities of Palm Beach County as well as critical County-owned or maintained assets. The analysis includes an assessment of flooding and sea level rise impacts, as well as a tree inventory, greenhouse gas inventory, and identification of 30 adaptation/mitigation projects in key focus areas. The effort will incorporate extensive use of GIS to analyze and document the findings. CMA will be serving as a community liaison with utilities, municipalities, and members of the broader community to coordinate data collection, analysis, and plan development efforts. Specific efforts will include attending meetings and coordination with municipal staff and elected officials. CMA will also support hydrologic or hydraulic modeling efforts where applicable.

Comprehensive Vulnerability Assessment on behalf of the City of Miami Gardens.

CMA is supporting the City of Miami Gardens with a Comprehensive Resilience Implementation Plan, that consists of a Vulnerability Assessment pursuant to Section 380.093 (F.S.), an Adaptation Plan and an amendment to the City of Miami Gardens Comprehensive Plan to comply with the Peril of Flood statute. The project includes public outreach in the form of assembling and managing a steering committee made up of community stakeholders, acquiring background data for critical assets and sensitivity to exposure, performing hydrologic and hydraulic modeling of exposure to flooding, performing an analysis of impacts to infrastructure from estimated flooding extent and duration, preparing a prioritization of focus areas, and documenting the results of the assessment in a report to be submitted to the State of Florida.

WO-15 Staff Augmentation for Section 216 Central & Southern Florida Flood Risk Management Study.

The USACE Jacksonville District and the South Florida Water Management District (SFWMD) began a flood risk management (FRM) study initiated under the authority of Section 216 of the Flood Control Act of 1970 within the Central and Southern Florida (C&SF) Project. The purpose of this combined State and Federal study is to identify the most immediate risk to the C&SF Project due to changing conditions including climate change, sea level change, land development, and population growth in the lower east coast of Florida in Palm Beach, Broward, and Miami-Dade counties. CMA is providing support for H&H modeling for the Section 216 C&SF FRM study for Miami-Dade County.

Hire Date

02/14/2022

Years with other firms: 9**Education**

Doctor of Philosophy,
Environmental Engineering,
University of Western Ontario,
2017

Master of Science,
Environmental Engineering,
University of Miami, 2013

Bachelor of Science,
Environmental Engineering,
University of Miami, 2013

Registration

Professional Engineer, Florida,
89337, 2020

Professional Affiliations

American Society of Civil
Engineers

American Water Works
Association

Florida Engineering Society

Florida Water Environment
Association

Water Environment Federation

Certifications

Envision Sustainability
Professional (ENV SP)

Awards

Young Engineer of the Year for
the State of Florida - Florida
Engineering Society

STEPHANIE LONG, P.E., PH.D.

CRS Watershed Management Plan



Dr. Long is a Water Resources Engineer with over a decade of experience in modeling surface water and groundwater hydrology from the watershed to sub-basin scale. Her expertise includes stormwater modeling for urban flood control operations, water storage modeling and analysis, nutrient fate and transport modeling, and surface water /groundwater contaminate transport. During her doctoral research as part of the NASA WaterSCAPES grant, she helped develop a hydrological model of Everglades National Park and analyzed the impact of proposed regional restoration projects on Park hydroperiods and water quality. In her professional career she has lead modeling efforts for regional watersheds to assist in stormwater and water quality assessments and mitigation planning, water supply planning and wet season/dry season optimization, groundwater recharge and wetland rehydration, etc.

Project Experience

Stormwater Master Plan with City of Coral Springs - PO 00221161. CMA is conducting a Citywide Stormwater Master Plan for the City of Coral Springs to identify areas of concern related to stormwater flooding throughout the City limits and to identify and prioritize future capital improvement projects related to stormwater infrastructure. CMA will compile, review, and evaluate all available information on the City's existing stormwater infrastructure. Based on information collected, CMA will prepare a stormwater model for the purpose of evaluating the level of service provided by City's existing stormwater infrastructure. The stormwater model will also be used to assess various alternatives for drainage improvements required to meet the level of service criteria for various storm events. The stormwater model will be used to run rainfall scenarios for the comparison of existing conditions versus future build out conditions from both a water quantity (runoff) and water quality (storage) perspective. Based on the result of the stormwater model, CMA will prepare the stormwater master plan, which will define the analysis of the existing stormwater infrastructure, identify and prioritize "problem areas" within the City limits, and recommend any improvements to the existing stormwater system. CMA will develop a Capital Improvement Plan for the overall stormwater management system in ranking. In addition, CMA will review and enhance the City's compliance efforts under the CRS Program and the NPDES MS4 Permit.

Comprehensive Vulnerability Assessment on behalf of the City of Miami Gardens. CMA is supporting the City of Miami Gardens with a Comprehensive Resilience Implementation Plan, that consists of a Vulnerability Assessment pursuant to Section 380.093 (F.S.), an Adaptation Plan and an amendment to the City of Miami Gardens Comprehensive Plan to comply with the Peril of Flood statute. The project includes public outreach in the form of assembling and managing a steering committee made up of community stakeholders, acquiring background data for critical assets and sensitivity to exposure, performing hydrologic and hydraulic modeling of exposure to flooding, performing an analysis of impacts to infrastructure from estimated flooding extent and duration, preparing a prioritization of focus areas, and documenting the results of the assessment in a report to be submitted to the State of Florida. **Atlantic Aviation - PBI Hangars Phase I.** CMA will serve as a Subconsultant to C & S Engineers, Inc. The project includes stormwater management design and permitting and landscape architecture design services. This project will be two hangars that are identical to each other and are approximately 30,000 square feet with a 3,500 square feet of office space on each. This project also includes a parking lot approximately 40,000 square feet and ramp approximately 27,500 feet.

Hire Date

03/05/2021

Years with other firms: 15**Education**

Bachelor of Science, Civil Engineering, Florida International University, 2006

Master of Science, Environmental Engineering, Florida International University, 2009

Doctor of Philosophy, Geosciences, Florida International University, 2014

Registration

Professional Engineer, Florida, 78659, 2015

Professional Affiliations

American Society of Civil Engineers

American Water Resources Association

DERRICK E SMITH, CFM, LEED AP

CRS Watershed Management Plan



Mr. Smith serves as CMA's Senior Construction Specialist with extensive experience with engineering construction projects in Florida. His responsibilities include coordination and monitoring of construction activities for public and private sectors, and serves as liaison to owners, contractors, subcontractors, residents, and governmental agencies. Additional responsibilities include the review and processing of change orders, progress payments and construction related reports, and representing the owners and engineers at pre-construction and various other meetings. He provides construction site observation, analyzes and approves any deviations from construction documents requested by the contractor to minimize potential delays, reviews as-builts for accuracy, prepares punch list items, attends final walk-throughs, and assists in project closeout. Additional responsibilities include constructability review and value engineering.

Project Experience

NE 27th Ave & NE 16 St Stormwater Improvement. Based on the City's Stormwater Master Plan, this project area was identified as priority drainage basin in need of stormwater system improvements based on the historical flooding problems observed by City staff, the flooding complaints received from residents, and the results from the existing conditions stormwater model. The project area is bound by Federal Highway to the west, NE 16th Street to the south, Intracoastal Waterway to the east, and NE 22nd Court to the north. This project area consists of primarily single family residential properties with a limited existing drainage system serving the public right of way areas. The existing drainage system within the project area consists of independent drainage systems that collect stormwater runoff from the public right of way area and discharges via existing outfalls into tidally influenced canals, which are directly connected to the Intracoastal Waterway. The existing outfalls are located along the north side of NE 22nd Court and along the south side end of NE 16th Street. Although there are existing stormwater facilities within the project area, it does not provide an adequate level of service to the right of way areas within the project area. In order to alleviate the existing flooding problems within the project, stormwater improvements need to be implemented to enhance the performance of the existing stormwater management system within the project area.

Avondale Stormwater Improvements. The Avondale Neighborhood typically experiences significant flooding throughout the area during heavy rainfall events. CMA initially completed a Preliminary Design Report for the Avondale neighborhood to assess the feasibility, the regulatory permit restrictions, the cost impacts, and the flood reduction effectiveness of each potential improvement alternative within the neighborhood. The recommended stormwater improvements for the Avondale neighborhood included the construction of a new stormwater pump station and stormwater pipe improvements installed throughout the public right-of-way areas in the neighborhood to interconnection of the three existing independent outfalls.

Upon the completion of the Preliminary Design Report, CMA completed the design, permitting and construction administration of the project, included grant administration and public education. Design consisted of approximately 4,000 linear feet of stormwater pipe ranging from 18-inch to 36-inch and approximately 3,000 linear feet of exfiltration trench ranging from 18-inch to 24-inch. Swales were also constructed within the public right-of-way to provide additional water quality storage. The recommended stormwater pump station was located at one of the existing outfalls, transformed into a pumped outfall with two 4500 GPM pumps, intake structure with bar screen and energy dissipation structure. The remaining two gravity outfalls were also upgraded to include a backflow prevention device to eliminate backflow from the canal.

Beach Library Project Management. CMA was retained by the City of Pompano

Hire Date

08/28/2006

Years with other firms: 1**Education**

Bachelor of Science, Building Construction Management, University of Florida, 2005

Professional Affiliations

Member of the University of Florida Chapter of Beta Theta Pi

Student Chapter of the Associated Builders and Contractors

University of Florida Alumni Association

Certifications

10-Hour OSHA Hazard Recognition Training for the Construction Industry Course

Managing Floodplain Development through the NFIP

NPDES Inspector

Corning See the Light Training
Corning Fiber Installation
Certified Class

FDOT Temporary Traffic Control (TTC) Intermediate Course

Earthwork Construction Inspection - Level 1

Earthwork Construction Inspection - Level 2

Asphalt Paving Technician Level I

ASFPM Certified Floodplain

DERRICK E SMITH, CFM, LEED AP

CRS Watershed Management Plan



Beach Community Redevelopment Agency to provide Program Management services for the City of Pompano Beach Public Beach Library. The new library was constructed to replace the existing library that currently sits adjacent to the Pompano Fishing Pier. The library cost \$1.7 million dollars to construct and was intended to be LEED Certified. Features of the new library included outdoor verandah seating, an adjacent open green area and a community room that will be shared by the residents of Pompano Beach. The library was completed with a very aggressive schedule. The entire project from design to completion took only 12 months.

Northwest CRA Transit-Oriented Corridor Stormwater Study. The Pompano Beach CRA requested that Chen Moore and Associates (CMA) conduct a detailed stormwater study of the future conditions within the designated Transit Oriented Corridor (TOC) within the Northwest CRA. The general boundaries of the study area are NW 6th Street on the north, West Atlantic Boulevard on the south, NW 10th Avenue on the west, and NW 5th Avenue on the east.

Since there is a history of past flooding within the study area, the CRA was interested in implementing a master stormwater management system for the entire TOC area for the purpose of promoting future development. The CRA preferred a master stormwater management system which would have a positive outfall into a newly constructed dry retention area(s), stormwater pond(s), and/or wetland area within the TOC area. The master stormwater management system would need to be sized to meet the regulatory requirements related to flood protection and water quality treatment of stormwater runoff for the entire TOC area under the future build out conditions. The master stormwater management system would need to be developed based on the future conditions assumption that all relevant properties are redeveloped to the maximum allowable impervious coverage. Under this scenario, the CRA would construct the master stormwater management system and then charge developers a fee for their portion of the master stormwater management system. The master stormwater management system would allow developers to complete their site development without the need for an extensive on-site drainage system. CMA was responsible for developing an ICPR model of the study area. CMA used this model to obtain a conceptual surface water permit for the entire study area from Broward County EPGM. This conceptual surface water permit will allow the CRA proceed with redevelopment activities in phases while expediting the permitting process.

Pompano Beach Stormwater Master Plan. Chen Moore and Associates (CMA) prepared a Stormwater Master Plan (SWMP) for the entire City of Pompano Beach limits, which encompasses approximately 24.6 square miles. The City operates and maintains its own stormwater facilities within City right-of-way and properties to provide flood control and water quality treatment within the City limits. Existing drainage facilities within the City include catch basins, manholes, control structures, gravity pipes, outfalls, and canals that connect to the Intracoastal Waterway.

The purpose of this SWMP was to identify any deficiencies in the existing stormwater management system in regards to flood control and water quality treatment. The SWMP will allow the City to understand the necessary drainage improvements over the next few years and to budget accordingly. CMA recommended system improvements to meet regulatory Level of Service (LOS) criteria in regards to peak flood stage, peak discharge, and water quality. Within the SWMP, CMA provided recommendations for improvements to the system that will eliminate or reduce the ponding currently encountered within right-of-way areas during or after rainfall events. The SWMP will define the existing stormwater management system; summarize the results of the stormwater model for the existing conditions; prioritize the proposed improvements to the stormwater management system; and provide an estimated cost to construct these upgrades to the stormwater management system.

Pompano Beach Water, Sewer and Drainage Atlas. Chen Moore and Associates created a corrected digitized water, sewer and drainage atlas of the barrier island in Pompano Beach and Lauderdale-by-the-Sea. The project was divided into two parts: Citywide Sewer, Forcemain and Lift Station Atlas, and Field GPS of surface utility features on the barrier island.

The sewer atlas was created from an existing CAD atlas. The CAD file was in state plane coordinates so digital conversion to GIS was seamless. Flow directions of gravity pipes were set. Attribute data included manholes numbers and lift station basin names.

The field data for surface features was collected using Trimble GPS with Terrasync software. Features included water valves, hydrants and meters, sewer manholes and force main valves. Digital photos were taken of drainage structures with a GPS camera and linked to the features in the database. In order to align the pipe work, paper as-builts were scanned and geo-referenced.



Afeefa Abdool-Ghany, Ph.D., EIT

SENIOR SCIENTIST



Afeefa is a dedicated environmental engineer with a Ph.D. in Chemical, Environmental, and Materials Engineering from the University of Miami (2023). As an Engineer in Training (EIT), Afeefa specializes in climate science, strategic communication, resilience and adaptation planning, and strategic public outreach and engagement. Her role at Brizaga allows her to leverage her expertise to tackle complex environmental challenges and develop innovative solutions. Afeefa's commitment to sustainability and problem-solving drives her work, making her an invaluable asset to Brizaga and environmental engineering.

Education:

- Ph.D., Chemical, Environmental, and Materials Engineering, University of Miami, 2023
- M.S., Environmental Engineering, Florida International University, 2018.
- B.S., Environmental Engineering, Florida International University, 2017

Affiliations:

- Greater Fort Lauderdale Chamber of Commerce
- Vice Chair, Green Advisory Committee, Broward County School Board
- FORCE Florida

Specializations:

- Engineer in Training (EIT)
- Climate Science
- Strategic Communication
- Resilience & Adaptation Planning
- Strategic and Public Outreach & Engagement

Project Experience

NORTH BAY VILLAGE CONTINUING SERVICES FOR PIO & GRANT ADMINISTRATION AND SUPPORT

North Bay Village, FL | 2024 - ongoing

- Conducting a comprehensive SLIP (Sea Level Impact Projection) study for North Bay Village, assessing the potential impacts of sea level rise on infrastructure and developing strategic recommendations for mitigation and adaptation.
- Engaging with community stakeholders in North Bay Village to communicate the findings of the SLIP study and gather input on proposed mitigation strategies, ensuring alignment with local needs and priorities.

BRINY BREEZES VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

Briny Breezes Corporation/Briny Breezes, FL | 2024 - 2024

- Conducted a VA for at-risk assets and produced a comprehensive community adaptation plan with proposed actions.
- Reviewed and edited critical asset and adaptation plans to enhance effectiveness and accuracy.
- Performed thorough reviews and edits of key asset and adaptation plans, improving quality and strategic focus.

TOWN OF SOUTHWEST RANCHES VULNERABILITY ASSESSMENT

Town of Southwest Ranches, FL | 2024 - ongoing

- Serving as Project Manager, overseeing all project phases from initiation and planning to execution and closure.
- Developing a comprehensive Vulnerability Assessment for the Town, identifying key risks and areas of concern, funded by the Florida Resilient Grant Program.
- Assisting with the final documentation of the Vulnerability Assessment, ensuring it meets all requirements for submission to the state.

CITY OF TAMARAC VULNERABILITY ASSESSMENT

City of Tamarac, FL | 2024 - ongoing

- Developing a sensitivity analysis methodology to assess the impact of various environmental and infrastructure factors on project outcomes. This approach enables more accurate risk evaluation and informs decision-making, optimizing resilience strategies and resource allocation.
- Working with the outreach team to present VA results to the public, ensuring transparency and fostering engagement.
- Managing a project funded by the Resilient Florida Grant Program, focusing on enhancing community resilience through comprehensive assessments and stakeholder engagement.
- Developing adaptive capacity methods to strengthen community resilience and address the impacts of climate change.

Publications

1. **Abdool-Ghany, A. A.**, Pollier, C. G., Oehlert, A. M., Swart, P. K., Blare, T., Moore, K., & Solo-Gabriele, H. M. (2023). Assessing quality and beneficial uses of Sargassum compost. *Waste Management*, 171, 545–556. <https://doi.org/10.1016/j.wasman.2023.09.030>
2. **Abdool-Ghany, A. A.**, Blare, T., & Solo-Gabriele, H. M. (2023). Assessment of Sargassum spp. management strategies in southeast Florida. *Resources Conservation & Recycling Advances*, 19, 200175. <https://doi.org/10.1016/j.rcradv.2023.200175>



Alec Bogdanoff, Ph.D.

PRINCIPAL & CO-FOUNDER

Dr. Alec Bogdanoff is a distinguished oceanographer, meteorologist, and co-founder of Brizaga, a pioneering firm at the forefront of climate resilience and adaptation. With over two decades of experience spanning policy, politics, and science, Alec is a visionary leader recognized for his unmatched expertise in resilient infrastructure policy. As Principal, he combines thought leadership with hands-on innovation, driving transformative solutions for the most pressing climate challenges of our time.

Alec's career has been defined by his ability to bridge complex scientific principles with actionable strategies that resonate with diverse stakeholders. From authoring impactful state and federal legislation to leading groundbreaking resilience initiatives, his work embodies a rare synthesis of technical expertise, policy acumen, and strategic foresight. He excels in developing cutting-edge solutions, navigating multi-jurisdictional challenges, and fostering collaboration across sectors. Under Alec's leadership, Brizaga has become a trusted partner to municipalities, organizations, and developers seeking to mitigate risks associated with sea level rise, flooding, and climate change. He plays a pivotal role in shaping strategic and innovative initiatives that not only address immediate needs but also position communities and businesses for long-term success.

His thought leadership has established him as a go-to expert on resilience and adaptation, and his forward-thinking approach inspires others to think beyond traditional paradigms. With unparalleled insight into the world of resilient infrastructure and a passion for making a tangible difference, Alec continues to lead the charge in shaping a more adaptive and sustainable future for communities worldwide.

Education:

- Ph.D., Physical Oceanography, Massachusetts Institute of Technology (MIT)/ Woods Hole Oceanographic Institution (WHOI), 2016
- M.S., Meteorology, Florida State University, 2010
- B.S., Meteorology, Florida State University, 2008

Affiliations:

- Greater Fort Lauderdale Chamber of Commerce (Chair, Strategic Planning Committee and Bylaws Committee; Member, Board of Directors)
- American Meteorological Society
- American Geophysical Union
- American Society of Adaptation Prof.
- American Planning Association
- Urban Land Institute (Chair, District Resilience Committee; Member, District Management Committee)

Specializations:

- Climate Science
- Meteorology & Oceanography
- Resilience & Adaptation Planning & Strategy
- Public Policy
- Strategic Communications
- Public Outreach & Engagement

Select Project Experience

SOUTHEAST PALM BEACH COUNTY VULNERABILITY ASSESSMENT

Southeast Palm Beach County, Florida | 2019 – 2020

- Directed all outreach efforts for this critical vulnerability assessment, identifying climate threats, compiling data on community assets, and assessing vulnerabilities and associated risks across multiple jurisdictions.
- Designed and delivered a tailored Outreach Plan and Menu for the County and individual jurisdictions, incorporating diverse methods such as workshops, charrettes, social media campaigns, and blog posts to ensure sustained engagement.
- Coordinated and led public outreach meetings, facilitating meaningful dialogue, gathering actionable feedback, and ensuring alignment among stakeholders. Successfully conducted a final interactive workshop to present assessment findings and build consensus on future resilience strategies.
- Spearheaded the investigation and evaluation of innovative adaptation strategies, providing long-term planning guidance and actionable recommendations to enhance community resilience.
- Delivered a comprehensive framework for climate adaptation, empowering municipalities with the tools and strategies necessary to address vulnerabilities and build a sustainable future.



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VILLAGE OF KEY BISCAYNE RESILIENCY STRATEGY

Village of Key Biscayne, Florida | 2022 – Ongoing

- Spearheading the development of a forward-thinking Resilience Strategy for the Village of Key Biscayne, identifying critical threats, setting actionable goals, and crafting a cohesive implementation and integration plan to address climate challenges across all Village projects.
- Leading the creation of a distinctive brand identity for the resilience program, ensuring consistent messaging across all educational materials and stakeholder communications to foster community awareness and support.
- Driving public outreach efforts with a focus on inclusivity and impact, including interactive workshops, stakeholder meetings, and the development of compelling, accessible educational resources tailored to diverse audiences.
- Partnering with consultants and local leaders to align technical solutions with community needs, ensuring a holistic approach to resilience that balances innovation with practicality.
- Providing the Village with a robust roadmap to enhance climate resilience, empowering leaders and residents with actionable strategies that safeguard infrastructure, protect resources, and promote long-term sustainability.

BRINY BREEZES ADAPTATION PLAN

Briny Breezes Corporation, Briny Breezes, Florida | 2021 - 2022

- Managed the development of an innovative Adaptation Plan, assessing top risk factors and vulnerabilities to prioritize at-risk assets, utilizing Brizaga's proprietary Adaptation Prioritization Exercise (APEX) tool.
- Led the creation of a groundbreaking, first-of-its-kind adaptation plan tailored to the unique challenges of small coastal communities. Focused on addressing flooding, sea level rise, and broader climate change risks, the plan serves as a replicable framework for similar communities nationwide.
- Conducted a holistic evaluation of the Town's risk exposure, adaptive capacity, and overall resilience to flooding and sea level rise, ensuring data-driven recommendations aligned with community needs.
- Designed a comprehensive roadmap featuring near-, medium-, and long-term strategies, from raising seawalls to upgrading water pumps. Delivered high-level cost estimates for proposed actions to guide strategic decision-making and resource allocation.
- Played an instrumental role in securing a \$7 million Resilient Florida Implementation Grant, ensuring full funding for a state-of-the-art stormwater management system and critical seawall rehabilitation projects, cementing the community's path toward long-term resilience.

NORTH BAY VILLAGE STORMWATER PROGRAM MANAGEMENT

North Bay Village, Florida | 2022 – Ongoing

- Played a pivotal role in helping North Bay Village secure critical funding to revitalize and construct essential infrastructure for their stormwater program, aligning projects with state and regional priorities.
- Conducted an in-depth review and analysis of the existing Stormwater Master Plan, identifying areas for improvement and alignment with current resilience and infrastructure goals.
- Collaborated closely with the Village to develop successful applications for key grants, including the Biscayne Bay Water Quality Grant and three Florida Resilient Grants Program awards. These efforts secured funding for projects that address pressing coastal and stormwater infrastructure challenges.
- Designed projects that adhered to the stringent requirements of grant programs, ensuring alignment with objectives to enhance resilience, improve water quality, and safeguard critical infrastructure.
- Positioned North Bay Village to implement long-term resilience measures, supporting the community's sustainability goals and reducing vulnerability to climate-related risks.

Additional Professional Experience

- John A. Knauss Sea Grant Fellow for U.S. Senator Edward J. Markey (MA), 2016 – 2017
- Florida Director, Senior Scientist, and now Senior Advisor, American Flood Coalition, 2018 - Present

Awards and Recognition

- Urban Land Institute, Southeast Florida District Council, Young Leader of the Year, 2022



Evan Blanchard, M.S.



STAFF SCIENTIST

Evan Blanchard is an Environmental Scientist with a focus on Coastal Processes. With previous experience in water chemistry, environmental permitting, and coastal geomorphology, Evan possesses a multi-disciplinary solid background. As Staff Scientist II, Evan is responsible for project management and technical writing on various projects but primarily focuses on GIS based vulnerability assessments. Through his various projects at Brizaga, Evan has significantly grown in his hazard analysis skills being able to quickly assess what data and techniques will be required to perform whatever vulnerability evaluation is needed.

Education:

- B.A, Environmental Science and Policy, Florida State University, Tallahassee
- M.S, Environmental Science, Florida Atlantic University

Affiliations:

- American Shore and Beach Preservation Association
- Institute of Sustainable Infrastructure

Specializations:

- Coastal Processes
- Geographic Information Systems (GIS)
- Environmental Permitting
- Technical Writing

Project Experience

VILLAGE OF KEY BISCAYNE RESILIENCY STRATEGY AND VULNERABILITY ASSESSMENT

Village of Key Biscayne, Florida | 2022 – Ongoing

- Served as the Vulnerability Assessment team's GIS and data collection specialist.
- Created the Village's statute compliant critical asset inventory, totaling 69 assets.
- Developed a GIS-based Resilient Florida grant program-compliant Vulnerability Assessment for the entire Village, analyzing several hazards, including:
 - Tidal flooding
 - Storm surge flooding
 - Groundwater flooding
 - Compound flooding
 - Extreme heat
 - Coastal erosion
 - Extreme wind
- Wrote several technical reports based on the GIS maps.
- Aided in the development of the Key Biscayne Resilient Infrastructure Strategy.

TOWN OF BRINY BREEZES VULNERABILITY ASSESSMENT

Town of Briny Breezes, Florida | 2022

- Developed a GIS-based Resilient Florida grant program-compliant Vulnerability Assessment for the entire Town of Briny Breezes (0.11 sq. miles), analyzing:
 - Tidal flooding
 - Storm surge flooding
- Ensured that the entire assessment and accompanying materials qualified for the Resilient Florida Grant Program.
- Provided stakeholder engagement support to the Outreach team, attending several public meetings.
- Wrote the comprehensive final report and several technical memos on the project.

CITY OF NORTH LAUDERDALE VULNERABILITY ASSESSMENT

City of North Lauderdale, Florida | 2024 – Ongoing

- Preparing the Vulnerability Assessment for the City based on GIS exposure results and custom sensitivity methodology.
- Executing GIS mapping for the City (4.6 sq miles) based on the prime consultant's precipitation based flood modeling.
- Preparing the City's GIS-based critical asset inventory, totaling 86 assets.

CITY OF TAMARAC VULNERABILITY ASSESSMENT

City of Tamarac, Florida | 2024 – Ongoing

- Preparing the Vulnerability Assessment for the City based on GIS exposure results and custom sensitivity methodology.
- Executing GIS mapping for the City (12.1 sq miles) based on the prime consultant's precipitation based flood modeling.
- Preparing the City's GIS-based critical asset inventory, totaling 185 assets.



Michael A Antinelli, PE, CFM



PRINCIPAL & CO-FOUNDER

Michael A. Antinelli, PE, CFM, is a visionary leader in resilience and engineering, combining technical expertise with a deep commitment to sustainability and community protection. As Principal & Co-Founder of Brizaga, Inc., Michael drives innovative solutions to the challenges posed by climate change, including sea-level rise, storm surge, and flood risks. With advanced degrees in Coastal and Civil Engineering from the University of Florida and professional licensure across multiple states, Michael specializes in designing and implementing adaptive strategies that balance infrastructure needs with environmental preservation. His career is marked by groundbreaking projects, such as first-of-its-kind Private Property Adaptation Program in Miami Beach, now in its third year of implementation, where

Michael developed a framework for empowering property owners to protect their investments against climate risks. Michael's portfolio extends from enhancing historic landmarks like Vizcaya Museum and Gardens to engineering deployable flood barriers for critical transportation infrastructure in New Jersey. His leadership has not only delivered transformative infrastructure solutions but has also secured significant grant funding to support community resilience. Recognized as the 2019 Engineer of the Year by the Broward County chapter of the American Society of Civil Engineers, Michael is celebrated for his ability to synthesize technical precision with a people-focused approach. Through his work, he ensures that every project reflects a commitment to adaptability, safety, and sustainability for the communities he serves.

Education:

- M.S., Coastal & Oceanographic Engineering, University of Florida, 2011
- B.S., Civil Engineering, University of Florida, 2010

Affiliations:

- American Society of Civil Engineers
- Association of State Floodplain Managers

Licensure:

- Professional Engineer: FL #78513, NY #102714, NJ #24GE05623200
- Certified Floodplain Manager, US-17-09709

Specializations & Licensure:

- Coastal/Marine Engineering
- Stormwater & Floodplain Management
- Flood Mitigation Engineering
- Resilience and Adaptation Strategy

Project Experience

NORTH BAY VILLAGE COMMUNITY RATING SYSTEM (CRS) STRATEGY

North Bay Village, Florida | 2023 - Ongoing

- Led flood resilience and CRS improvement initiatives for North Bay Village, including a comprehensive Sea Level Impact Projection (SLIP) study that informed strategic planning and highlighted vulnerabilities to future sea level rise.
- Developed a multi-year CRS strategy to lower the Village's Class Rating from 8 to 6, with a roadmap to achieve a Class 4 by 2028, driving significant cost savings for property owners through reduced flood insurance premiums.
- Conducted a Repetitive Loss Analysis to meet NFIP and CRS compliance, providing actionable recommendations to address chronic flood risks and enhance community resilience.
- Spearheaded public outreach campaigns to fulfill NFIP and CRS requirements, engaging the community with educational resources and awareness initiatives on a fast-track timeline.
- Secured funding opportunities by preparing and submitting a grant application for a Watershed Management Plan through the Hazard Mitigation Grant Program (HMGP), supporting future watershed and stormwater management improvements.
- Demonstrated leadership in flood risk mitigation, grant development, and resilience planning, aligning municipal goals with state and federal requirements to advance community-wide resilience efforts.

BRINY BREEZES VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

Town of Briny Breezes, Florida | 2021 – Ongoing

- Pioneered the development of a first-of-its-kind community-wide adaptation plan, focusing on the Town's vulnerabilities to flooding and climate change, including rising sea levels. The plan serves as a model for small coastal communities addressing similar challenges.
- Conducted a detailed inventory and inspection of over 6,000 linear feet of waterfront infrastructure, assessing structural integrity, estimating remaining service life, and providing cost projections for repairs and replacements.
- Led a Resilient Florida Grant-funded vulnerability assessment, identifying at-risk assets and creating a forward-looking Community Adaptation Plan. Recommendations included rehabilitating all waterfront infrastructure, installing a compliant stormwater management system, and modernizing and fortifying the wastewater conveyance systems throughout the Town.

- Designed detailed engineering plans for waterfront improvements, incorporating new seawalls, bulkheads, and riprap revetments to enhance resilience against future climate impacts.
- Played a critical role in securing a \$7 million Resilient Florida Implementation Grant, providing full funding for a modern stormwater management system and key components of the seawall rehabilitation project.

VILLAGE OF KEY BISCAIYNE RESILIENCY STRATEGY & VULNERABILITY ASSESSMENT

Village of Key Biscayne, Florida | 2022 – 2024

- Translated the Village’s Resilience Strategy into a concise and engaging public-facing executive summary, designed to build awareness and garner community support. This effort effectively communicated complex technical details into accessible language for stakeholders and residents.
- Directed a Village-wide Vulnerability Assessment, funded by the Resilient Florida Grant program, to evaluate the impacts of flooding, wind, heat, and coastal erosion on the community’s physical and economic landscapes. Findings provided critical insights to guide strategic decision-making.
- Coordinated with multiple consultant teams engaged in parallel initiatives within the Village to harmonize State grant requirements with pre-established design criteria, ensuring a unified approach and consistent project narratives across all resilience efforts.
- Led outreach and engagement efforts, including the creation of a distinctive brand identity for the Village’s resilience program. Developed educational materials and facilitated community engagement to foster awareness and support for resilience initiatives.

PRIVATE PROPERTY ADAPTATION PROGRAM

City of Miami Beach, Florida | 2022 – ongoing

- Designed and implemented a first-of-its-kind framework for Miami Beach’s Private Property Adaptation Program, offering grant assistance to residents and property owners for flood mitigation and climate adaptation projects.
- Engaged directly with property owners through site visits and consultations to assess vulnerabilities, identify needs, and recommend eligible adaptation solutions tailored to each property’s unique circumstances.
- Created an Adaptation Menu, providing a comprehensive guide to adaptation options, including applicability, effectiveness, permitting requirements, and estimated costs, empowering property owners to make informed decisions.
- Developed standardized flood protection details, ensuring consistency and efficiency in the design and construction phases of the program’s projects.
- Coordinated and conducted detailed assessments for 80 private properties to date, compiling tailored reports with actionable recommendations based on public records, site observations, and owner input. Property types include single-family residential, multi-family residential, commercial, and institutional.
- Entering its third year, the program has successfully seen the implementation of several project recommendations from its first year, demonstrating tangible progress in enhancing resilience across the community.

Awards and Recognition

- Broward County American Society of Civil Engineers, Engineer of the Year, 2019
- Technical Assistance Panel Member, Urban Land Institute, Building Resilience with the City of St. Petersburg, FL 2019
- Technical Assistance Panel Member, Urban Land Institute, Improving the Cuyahoga River Infrastructure: Bulkhead Management Practices, Cleveland, OH 2021



8. Office Locations

RFQ25-037
Professional Services for Sustainability
Projects



8. Office Locations

CMA has its corporate headquarters in Fort Lauderdale, with additional branch offices in West Palm Beach, Miami, Orlando (Maitland), Port St. Lucie, Jupiter and Jacksonville and additional offices in Tampa and Gainesville. Our office address is:

500 West Cypress Creek Road, Suite 600

Fort Lauderdale, FL, 33309

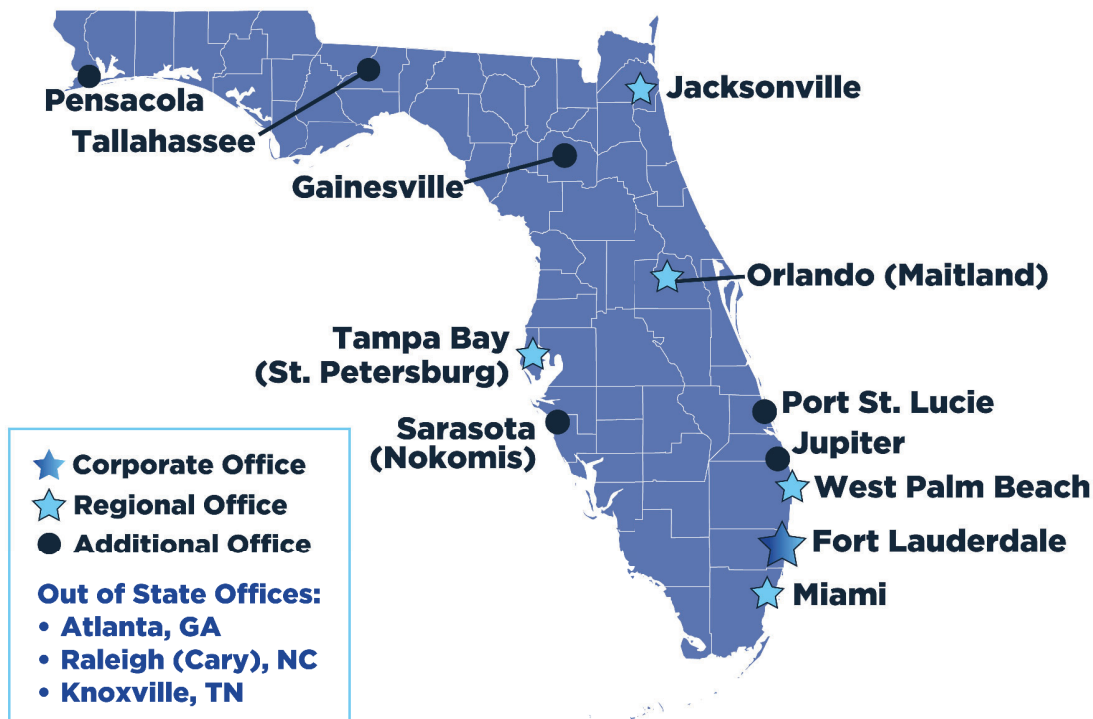
CMA will be supported by staff from our West Palm Beach Office:

500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401

Our central locale enables on-staff professionals to develop innovative, yet practical designs based on special insights into the problems and requirements of the communities of which they are a part. By living and working in these communities, CMA professionals are able to work closely with their clients.

Number of local staff

- Professional: 39
- Administrative: 17



A photograph of a coastal residential area. In the foreground, there is a paved road on the left and a concrete sidewalk on the right, separated by a strip of green grass. To the right of the sidewalk is a body of water with several boats docked at a wooden pier. Palm trees and other tropical vegetation are visible throughout the scene. The sky is clear and blue.

9. Litigation

RFQ25-037
Professional Services for Sustainability
Projects



9. Litigation

CMA has no litigation within the past five (5) years that arose from CMA's performance.

10. City Forms



RFQ25-037
Professional Services for Sustainability
Projects



10. City Forms

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

PROPOSER INFORMATION PAGE

RFQ 25-037 , Professional Services for Sustainability Projects
(number) (RFQ name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFQ. I have read the RFQ 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) Peter Moore, P.E., F.ASCE, FACEC, F.FES Title President

Company (Legal Registered) Chen Moore and Associates

Federal Tax Identification Number 59-2739866

Address 500 West Cypress Creek Road, Suite 600

City/State/Zip Fort Lauderdale, FL, 33309

Telephone No. 954.730.0707 Fax No. 954.730.2030

Email Address pmoore@chenmoore.com



CHENMOO-01

SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Shelia Robertson	
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
INSURED Chen Moore & Associates, Inc. 500 W. Cypress Creek Road Suite 600 Fort Lauderdale, FL 33309	E-MAIL ADDRESS: SRobertson@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company	
	INSURER B: Travelers Casualty and Surety Company of America	
	INSURER C: Travelers Property Casualty Company of America	
	INSURER D: American Interstate Insurance Company	
INSURER E: Crum & Forster Specialty Insurance Company		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			660A365479A	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA2W150087-25-47-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPA7921917	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCFL3335872025	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			PKC-116934	1/1/2025	1/1/2026	Aggregate 5,000,000
E	Contractor Pollution			PKC-116934	1/1/2025	1/1/2026	Aggregate 5,000,000

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

RFQ25-037 Professional Services for Sustainability Projects

City of Pompano Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability policy when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability, Automobile Liability and Workers' Compensation policies and applies when required by written contract, provided the contract is executed prior to any loss.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 1190 NE 3rd Ave Bldg C Pompano Beach, FL 33060	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

ACORD 25 (2016/03)

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RFQ25-037
Professional Services for Sustainability Projects

10-3

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 my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

and/or

_____ 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.

or

 x My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

 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.

and/or

_____ 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

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.

May 22, 2025

Date

Peter Moore, P.E., F.ASCE, FACEC, F.FES

Bidder/Proposer (Print Name)

Chen Moore and Associates

Name of Prime Company/Firm

Bidder/Proposer (Signature)

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Chen Moore and Associates

Vendor FEIN: 59-2739866

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



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Chen Moore and Associates

Vendor FEIN: 59-2739866

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 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





chen moore and associates

OUR SERVICES

**CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
ELECTRICAL ENGINEERING
LANDSCAPE ARCHITECTURE
PLANNING
ENVIRONMENTAL
CONSTRUCTION MANAGEMENT**

OUR MARKETS

**WATER & WASTEWATER
WATER RESOURCES
TRANSPORTATION
ENERGY
COMMUNITY ADVANCEMENT
LAND DEVELOPMENT**

CORPORATE

500 West Cypress Creek Road
Suite 600
Fort Lauderdale, FL 33309
+1 (954) 730-0707

REGIONAL OFFICES

Miami
West Palm Beach
Orlando
Tampa Bay
Jacksonville

ADDITIONAL OFFICES

Jupiter
Port St. Lucie
Sarasota
Gainesville
Tallahassee
Pensacola
Atlanta
Raleigh
Knoxville

PEOPLE THAT CARE
www.chenmoore.com

EXHIBIT “B”

EXHIBIT B

INSURANCE REQUIREMENTS : RFQ25-037 – PROFESSIONAL SERVICES FOR SUSTAINABILITY PROJECTS

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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

XX_ comprehensive form	bodily injury and property damage
XX_ premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX_ products/completed operations hazard	bodily injury and property damage combined
XX_ contractual insurance	bodily injury and property damage combined
XX_ broad form property damage	bodily injury and property damage combined
XX_ independent contractors	personal injury
XX_ personal injury	
___ CG2010	ongoing operations (or its' equivalent)
___ CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	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	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ umbrella (Drop Down). bodily injury and \$1,000,000 \$1,000,000
 property damage combined

ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

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

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

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.

CRIME LIABILITY

Per Occurrence Aggregate

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

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of 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. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Patty Gianguzzi PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: Pgianguzzi@acrisure.com	
License#: BR-1796553 CHENMOO-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Chen Moore & Associates, Inc. 500 W. Cypress Creek Rd #600 Fort Lauderdale FL 33309	INSURER A: The Travelers Indemnity Company	25658
	INSURER B: Travelers Casualty and Surety Company of America	31194
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: American Interstate Insurance Company	31895
	INSURER E: Crum & Forster Specialty Insurance Company	44520
	INSURER F: AXIS Surplus Insurance Company	26620

COVERAGES**CERTIFICATE NUMBER:** 2143530622**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	660A365479A	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2W150087-25-47-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPA7921917	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3335872025	1/1/2025	1/1/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Prof Liab/Poll Incid Cyber			PKC-116934 25-110011696	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Aggregate \$5,000,000 Each claim /Aggregate \$1,000,000

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

*Umbrella extends over the underlying General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policies.

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

RFQ25-037 Professional Services for Sustainability Projects

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acrisure Southeast Partners Insurance Services, LLC		NAMED INSURED Chen Moore & Associates, Inc. 500 W. Cypress Creek Rd #600 Fort Lauderdale FL 33309
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Pompano Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability policy when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability, Automobile Liability and Workers' Compensation policies and applies when required by written contract, provided the contract is executed prior to any loss.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

UMBRELLA

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

- 4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

- b. Coverage for such organization does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or

- (2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II – WHO IS AN INSURED.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

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

- b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of SECTION I – COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

- B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0

The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025
Insured Chen Moore & Associates Inc

Policy No. AVWCFL3335872025 Endorsement No.
Premium

Insurance Company
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".
2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:
Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization's as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.