### RFP-4429-14-IS

## **GENERAL PLANNING SERVICES**



**CITY OF HOLLYWOOD** For: 2600 Hollywood Boulevard · Room #221 Hollywood, Florida 33020

**Due Date/Time:** August 27, 2014 3:00 P.M.





# Original



## SECTION 1 TITLE PAGE

#### RFP 4429-14-IS GENERAL PLANNING SERVICES

#### CALVIN, GIORDANO & ASSOCIATES, INC.

1800 Eller Drive, Suite 600 Hollywood, Florida 33316 (954) 921-7781 (Office) (954) 921-8807 (Fax)

#### CONTACT SHELLEY EICHNER, AICP

Senior Vice President seichner@cgasolutions.com

August 27, 2014



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## SECTION 3 Letter of transmittal

See the following page.



## Calvin, Giordano & Associates, Inc.

CEPTIONAL SOLUTIONS

August 27, 2014

City of Hollywood Office of the City Clerk 2600 Hollywood Blvd, RM#221 Hollywood, Florida 33020

#### RE: RFP #4429-14-IS, General Planning Services

Dear Sir/Madam:

**Calvin, Giordano & Associates, Inc. (CGA)** is pleased to submit our qualifications for consideration to provide **GENERAL PLANNING SERVICES** as set forth in and pursuant to Solicitation RFP-4429-14-IS. We have reviewed the scope of services contemplated by the City of Hollywood, and have selected a project team with the necessary experience and skills to successfully complete all requested services.

CGA is a well-established multi-disciplinary firm headquartered in **Hollywood**, with satellite offices located in West Palm Beach, Port St. Lucie, Homestead, Clearwater, Jacksonville, Florida and Atlanta, Georgia. For more than 75 years, our firm has been providing consulting services to both private and public sector clients. CGA's mission is to provide innovative planning services that exceed client expectations. With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the planning and development process. CGA provides current, comprehensive planning staff possesses a thorough and complete understanding of planning processes from both a public and private perspective and from municipal to state authority. At CGA, our staff continually monitors state legislation for its impact on both the public and private sector. We also keep abreast of all county and municipal ordinances affecting land use, zoning and site plan regulations.

CGA also has a Government Services department, which has capable and licensed staff providing Building Code Services to several municipalities in Broward County. The provision of these services range from full-time to part-time to on-call as needed.

As evidenced in our submittal and examples of work, our experience and continued involvement with our local government clients over an extended period of time attests to our ability to deliver quality services that result in continuing long-term relationships.

Several of our CGA planners currently serve as consulting staff members as well as Community Development Directors for several municipalities. This responsibility requires complete understanding of planning policy and historic precedence to prepare sustainable, community-oriented long range planning analyses, master plans and to equitably administer zoning and development codes. This role also requires stellar written and verbal communication skills and the ability to maintain professional working relationships with not only colleagues and staff persons but also municipal officials, neighborhood activists and the community at-large.

Coastal Engineering Code Enforcement Construction Engineering & Inspection **Construction Services** Contract Government Data Technologies & Development **Emergency Management** Services Engineering Governmental Services Indoor Air Quality Landscape Architecture & **Environmental Services Municipal Engineering** Planning Public Administration Redevelopment & Urban Design **Renewable Energy Resort Development** Surveying & Mapping Transportation Planning & Traffic Engineering

**Building Code Services** 

Utility & Community Maintenance Services Water Resources Management

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

Port St. Lucie

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Our complete suite of services allows us to address the multiple interrelationships between land use, transportation, urban design, environmental, and greenway planning and design considerations on an integrated basis. This multi-discipline capability and approach assures that any aspects of any specific planning project, including the regulatory component and any special studies, are both consistent and complete. Our extensive work in the South Florida area has prepared us to efficiently address the scope of professional services listed in the RFP including Plans and Permit Review.

I, Shelley Eichner, AICP will serve as the Principal-in-Charge/Project Manager of the proposed project. My contact information follows:

#### Principal-in-Charge/Project Manager

Shelley Eichner, AICP, Senior Vice President 1800 Eller Drive, Suite 600 Hollywood, Florida, 33316 Phone: 954.921.7781 Fax: 954.921.8807 seichner@cgasolutions.com

Thank you for giving us the opportunity to respond to this solicitation. I know that given the opportunity, CGA's extensive county and local government planning experience and expertise can provide the quality services the City of Hollywood desires and expects.

Sincerely, CALVIN, GIORDANO & ASSOCIATES, INC.

helley Eichner

Shelley Eichner, AICP Senior Vice President



## SECTION 4 profile of proposer

#### A. LOCAL FIRM

**Calvin, Giordano & Associates, Inc. (CGA)** is a multi-disciplinary firm that has been **located in Holly-wood, Florida** for over seventy-six (76) years.

#### **B. OFFICE LOCATION**

CGA has Florida offices located in Hollywood, West Palm Beach, Clearwater, Port St. Lucie, and Homestead,

Florida. If selected, CGA's office located at **1800 Eller Drive, Suite 600, Hollywood, Florida** will be the responsible office.



#### C. HISTORY OF FIRM

The company has grown from a small, two-person surveying firm to approximately three hundred (300) employees, providing a broad range of services, including planning, building plan and permit review, code enforcement, landscape architecture, surveying, geographic information systems (GIS), transportation planning, environmental services, data technology, construction management, indoor air quality, and emergency management.

Since its inception, CGA has served as a professional consultant to various municipalities throughout South Florida, including Bay Harbor Islands, Dania Beach, Doral, Hallandale Beach, Hollywood, Homestead, Medley, Miami Gardens, Miami Springs, North Lauderdale, North Miami Beach, Palmetto Bay, Parkland, Pembroke Pines, Riviera Beach, Sunny Isles Beach, Surfside, Tamarac and Weston, many of which have been repeated clients for more than ten (10) years.

#### PLANNING

CGA's mission is to provide innovative planning services that exceed client expectations. With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the planning and development process. CGA provides current, comprehensive planning and/or zoning services to several municipalities throughout Florida and has acted as the primary Development Review Committee (DRC) consultant for a number of municipalities. CGA's planning staff possesses a thorough and complete understanding of planning processes from both a public and private perspective and from municipal to state authority. CGA staff participates in and regularly attends conferences and seminars at the local, state and national levels in order to keep abreast of trends in planning. The project manager, Shelley Eichner, serves as the Chair of the Broward County Staff Working Group and an ex-officio member of the School Board's Oversight Committee which are charged with implementing public school concurrency. Ms. Eichner has also served on advisory committees relative to implementing county wide affordable housing policies.

#### LAND DEVELOPMENT AND ZONING CODES

Municipal land development codes encompass not only planning and zoning items, but extend to landscape architecture, civil engineering, and traffic engineering. Many of the individuals in the organizational chart for this project have worked on the Land Development and Zoning Codes for CGA clients. Additionally, many of them have worked on Design Guidelines to implement specific regulations for particular "Planned Developments."

CGA constantly stays on top of current planning trends and is involved with utilizing inventive solutions to address land use and zoning matters. CGA is a leader in innovative zoning concepts and code writing, whose effectiveness has been tested through many implemented site plans.

CGA has prepared codes which have assisted municipalities' in their desire to either attract new development, create greater safeguards from development that appears too intense or clarify code language for ease of use. Some of these ordinances



include TOC and TOD ordinances, an overlay district to accommodate places of public assembly consistent with the Religious Land Use and Institutional Persons Act (RLUIPA) and providing assistance in ways to address affordable housing. Other new zoning concepts include the preparation of solar panel and car charging station ordinances. In both cases, the city wanted to encourage green technology, but understood the importance of having regulations in place for aesthetic purposes. These ordinances provided the cities' with those protections, while not hindering sustainable designs.

CGA staff has worked on the Land Development and Zoning Codes for the cities of **Pahokee**, **Hallandale Beach**, **Miami Springs**, **Miramar**, **West Park**, **Weston**, **Sunny Isles Beach**, and the towns of **Palm Beach**, **Medley** and **Surfside**. Our work includes the first land development and zoning codes for the **City of West Park** and the **City of Weston** after their incorporation. CGA also prepared a **Transfer of Development Rights (TDR)** Ordinance for the Cities of Sunny Isles Beach and Madeira Beach and developed the **Proportionate Fair Share Ordinance** for the city of Homestead.

The **City of Weston Code** was entirely rewritten in 2010 to make it more relevant and user friendly. The code was totally rewritten and rearranged in a manner that logically followed the steps that one would take to go through the development process. Staff worked closely with all other disciplines of the City to ensure that there were no internal conflicts with either content or terms. When presenting the final product to the City Commission, it was decided to break up the document into multiple sections over a number of Commission meetings. This afforded the Commission and the public with easy to understand modules.

The **City of West Park** was incorporated in 2005 and was governed by the Broward County Code that was in effect at the time of incorporation. Over the years, the planning staff repealed, modified and updated the land development regulations and zoning code to meet the desires of the City. New zoning code categories were added to reflect new mixed use land use designations and new administrative variance procedures were developed to streamline the process.

#### FORM-BASED CODE AND URBAN DESIGN GUIDELINES RECOMMENDATIONS

CGA has experience developing and implementing hybrid form-based codes. With this experience we can prepare strategies that can improve the plans through text and map changes to reflect 21st Century development patterns and techniques.

Similarly, the cities of **Miami Gardens**, **Miami Springs**, **Sunny Isles Beach and the Town of Surfside** directed CGA to create new **Form-Based Zoning Codes** with much reliance on public input. A team of CGA planners and urban designers held a series of workshops, resulting in a document that was both generated through and is a reflection of citizen input. Developing zoning codes includes massing studies and established hierarchies to vary requirements and intensities to foster a high-quality, livable neighborhood.

**For the City of Miami Gardens Town Center**, the project consisted of the development of a Transit Oriented Development master plan that addressed the unique issues present at the designated Town Center District. The master plan included residential, commercial, and mixed-use components, coupled with a civic center planned around a network of character streets and open spaces. The final form-based code allowed for the redesign of a defunct shopping center into a planned mixed-use, town-center type, development with particular attention to massing, volume and architectural relationship to streetscape.



Drafting the **City of Sunny Isles Beach Town Center zoning code began in public workshops**. The final adopted form-based code included urban design components related to connectivity, livability, and standards for the redesign of shopping centers into planned mixed-use, town-center type developments with particular attention to density and intensity.



#### **REDEVELOPMENT SOLUTIONS**

CGA is not only able to develop, communicate and solicit discussions about a larger vision affecting issues of community and urban design, but we are experts in the processes translating larger visions into the more detailed-specific components, such as the design and placement of gateway features, streetscape improve-



ments, equally distributed neighborhood improvements, land development and zoning codes and the implementation of design guidelines. A few examples of our experience are as follows:

Miami Springs Redevelopment and Revitalization – CGA was hired in 2010 under a continuing contract to provide redevelopment and revitalization services for the City of Miami Springs. Since hiring the CGA Redevelopment Solutions! team, the City has moved forward on a new Commercial Façade Program and NW 36th Street Zoning Regulations, which included design guidelines based upon local pueblo and streamline modern architectural standards. Soon after, the City Council approved CGA's Color Palette for Commercial Businesses to ensure existing and future businesses have guidelines for improving their businesses.

**Hollywood Beach CRA** – CGA created development standards for the Hollywood Beach Community Redevelopment District. The intent was to maintain compliance with the City's Comprehensive Master Plan and to preserve and establish a standard of character and 'branding' for Hollywood Beach, founded on the existing stock of historic and contributing structures.

#### PROPERTY MAINTENANCE STANDARDS AND NEIGHBORHOOD PLANNING

Over the years, our planners have written and updated many zoning codes for a wide variety of communities. In order to successfully implement the codes, it was necessary for our team to work with residents, business and property owners and other stakeholders as well as with staff and the elected officials. Additionally, we understand the need to coordinate with other city departments to implement property maintenance standards, paint permits programs as well as developing and implementing property maintenance standards. CGA staff worked alongside the Building and Code Compliance Departments in Surfside to evaluate the need for a **paint palette program** and effective implementation of a program. In that municipality, the Town desired to separate the programs for the commercial district and the single family district. CGA created code language for a flexible paint palette for the single family, taking into account the wide range of architectural styles and eras and provided text to implement a maintenance schedule for the commercial district requiring repainting of structures every five years.

In West Park, CGA prepared design guidelines relating to new construction within the Transit Oriented Corridor (TOC) district. The City implemented a **color palette for the TOC district**. Any new construction must follow the design guidelines and the paint palette, but in an effort to providing overall consistency, CGA worked with the City to create thresholds for existing structures to comply with the paint palette. This will result the corridor meeting the City's overall vision.

#### **COMPREHENSIVE PLANNING**

CGA's multidisciplinary team members have worked together to build a long resume of providing comprehensive planning services throughout our many years of experience. An important component of those plans and long-term visions typically include analyses and discussions on environmental protection, prevention of sprawl, housing opportunities, improving neighborhoods, building upon existing community character, coordinating infrastructure improvements and maintaining and improving quality of life.

CGA staff has also worked on Evaluation and Appraisal Reports (EARs) and EAR-based Comprehensive Plan Amendments for the cities of Hollywood, Pahokee, Parkland, Sunny Isles Beach, and Weston, Martin County, and St. Lucie County, and the towns of Lake Park, Malabar, and Surfside. CGA also completed the first Comprehensive Plans for the Town of Loxahatchee Groves and the City of West Park.

CGA prepared the EAR-based Comprehensive Plan amendments for St. Lucie County. The amendments focused on balancing the interests of economic development, preserving rural areas, and environmental preservation.



In **Hollywood**, CGA reviewed major issues such as infill and redevelopment and preserving residential neighborhoods in the **Future Land Use Element**. CGA also amended the City's Comprehensive Plan to include transit-oriented future land use categories, specific design criteria for more urban uses, and expanding the existing **Regional Activity Center**.

In **Martin County**, the EAR process was begun after some unpopular comprehensive plan amendments were adopted. Major issues in the EAR included reviewing the Active Residential Development Program in the **Future Land Use Element** which essentially based approval of future land use map amendments on population need.

In **Malabar**, a rural residential municipality in Brevard County, Town residents wanted to review in the EAR their desire to provide limited commercial uses along Malabar Road, a once quiet residential street that is a major connector to I-95. This review was coordinated by both CGA land use planners and traffic engineers and determined a full corridor plan was needed for this important roadway.

For **Pahokee, redevelopment** was an important major issue to restore the appeal of this Lake Okeechobee community and develop employment opportunities for Pahokee residents. EAR recommendations included pursuing a Community Redevelopment Area. The City has since included creation of a CRA in their EAR-based Amendments and the CRA was established in 2010.

CGA prepared the City of Hallandale Beach Regional Activity Center (RAC) focusing on Transit Oriented Development within the City's CRA. The City of Hallandale Beach has historically lacked a "downtown" or recognized center of economic and civic activity. The highest residential concentration has been found in the beach front towers along AIA while the highest commercial density has been the strip malls and office buildings along east Hallandale Beach Boulevard. The impetus of the RAC was to use this land use category as a Master Plan, as a way to guide future redevelopment along a ¼ mile radius from the FEC Railroad. By doing so, the City and CRA will be better suited to maximize the potential redevelopment within the RAC but most importantly being able to better manage the redevelopment occurring.

#### EXPERT TESTIMONY

CGA staff has provided expert testimony in a variety of settings ranging from land use and zoning testimony in a quasi-judicial setting to providing testimony on 1st Amendment/Adult Use challenges to complex lit-



igation regarding zoning approvals and vested rights. CGA planners and transportation engineers provided technical support to the City of Weston which led the legal challenge to SB 360 in 2009. The City of Weston, along with 19 other communities asserted that the bill (SB 360) would have a detrimental impact on local governments, forcing "unfunded mandates" to build the infrastructure needed to support growth. CGA Senior Vice President, Shelley Eichner, AICP, provided a key affidavit in the finding that SB360 was an unfunded mandate.

#### CGA'S PLANNING AND URBAN DESIGN SERVICES ARE COMPLEMENTED BY THE FOLLOWING SPECIALIZATIONS

#### **TRAFFIC ENGINEERING SERVICES**

In today's transportation-focused market, virtually every planning and design activity and site-specific development involves assessing traffic-related impacts. From our combined experience in managing FDOT, municipal and developer-driven transportation projects, we have developed a mutually beneficial approach that integrates both public and private-sector perspectives. We currently provide traffic engineering services to the cities of Homestead, Miami Springs, North Miami,



Parkland, Weston, Greenacres, the towns of Medley, Surfside, and Loxahatchee Groves, and the St. Lucie County Transportation Planning Organization.

#### **ENVIRONMENTAL SERVICES**

CGA's multidisciplinary approach is reflected in the integrated partnership of our environmental staff with the many other disciplines within our firm; this has allowed us to develop a broad environmental service base to fully serve all the needs of our clients. We provide regulatory permitting, environmental planning, resource management and technical support, in addition to wildlife, habitat and wetland site assessments. CGA is responsible for review of Conservation and Coastal Management Elements in Evaluation and Appraisal Reports, and Comprehensive Plan amendments. Our diverse and in-depth work experience has provided us with a critical understanding of the local and regional environmental planning and permitting issues and the historic impacts that have affected and continue to affect the region.

#### **CIVIL ENGINEERING SERVICES**

CGA Civil Engineers are involved in Evaluation and Appraisal Reports, preparation of Infrastructure Elements including potable water, sanitary sewer, drainage, and solid waste sub-elements and special planning and urban design projects. Our comprehensive planning work includes state-required Water Supply Plans and Capital Improvement Element Updates. CGA also keeps abreast of the latest regulations with respect to drinking water, wastewater, and stormwater issues. CGA is at the forefront of the latest stormwater modeling software and techniques utilized to quantify pollution discharge and remedial technologies to improve water quality and runoff attenuation.

CGA's Civil Engineering department has extensive experience serving as consulting engineers to over 12 municipalities and six drainage districts. CGA engineering staff also creates, review, and update the codes, standards and ordinances for a number of municipalities. In addition, CGA performs engineering site plan, construction permit reviews, and utility engineering services for the municipalities of Cooper City, Dania Beach, Davie, Mangonia Park, North Miami, Pembroke Pines, West Park, and Weston.

#### **GEOGRAPHIC INFORMATION SYSTEM (GIS)**

As a general consulting firm, CGA offers service from many disciplines to assist in the smooth operation of a municipality. The Data Technology and Development

department of CGA is dedicated to helping in every aspect of GIS practice including redevelopment plans, annexation studies, Comprehensive Plan Amendments and special planning studies. The Data Technologies department can assist in the development and analysis of all data that may



be necessary for demographic analyses. CGA uses only industry best practices in all our projects, which can give the client an added level of confidence when working with GIS data. Data Technology and Development helps to support the other in house disciplines that CGA has to offer by assisting in mapping and analysis of utilities for the engineering department, transportation analysis for the transportation engineers or general GIS services and land use planning for the planning department.

#### PLANS AND PERMIT REVIEW

CGA's Governmental Services Department currently maintains approximately 30 professional/technical staff members, who are experienced and certified under the Broward County Board of Rules and Appeals, and located within the Broward County area. The full complement of services necessary to review and inspect all plans and permits under the Broward County Chapter of the Florida Building Code (and all applicable codes) are resourced and available to the City at all times. Building Official, Administrative Support, Structural, Electrical, Mechanical, Plumbing, Fire Safety and ADA disciplines/ codes are all addressed by a veteran staff with decades of ongoing service within South Florida. CGA's staff is also accustomed to providing service to local governments on either a short term hourly basis, or long term continuing service, or full time dedicated structure. Specific staff members' resumes that will be available to the City, as an example, are attached to document the level of expertise. Some have previously provided professional services to the City under existing agreements.

#### **PUBLIC OUTREACH SERVICES**

One essential and integral aspect of our design processes is public participation. CGA has coordinated workshops to present, discuss and obtain feedback for



many issues revolving around our varied and experienced municipal work. CGA uses

a multifaceted approached that includes:

- Press Releases
- Web Sites
- Email
- Print Media
- Hand Held Voting



After we involve the community in establishing the goals, objectives and policies for the project, we engage them in the development of scenario alternatives and in design resolutions for the issues that are either shared by the community at large or which need to be compromised. The use of the **Hand Held Voting** devise assists in this process and has been successful in visioning exercises used in **Key West, Surfside** and **Dania Beach**.

Our experience as planning and design officials for other municipalities has kept us abreast of cutting edge, innovative planning, design and development trends and practices. Utilizing handheld voting devices used in community workshops during the **Key West Carrying Capacity Study** allowed us to gauge the pulse of the community and allow more introverted, interested participants to give their opinion. This allowed the CGA team to better understand the complexity of competing modes of transportation within the City.

**Martin County** is well known for its passionate anti-development activists. During the EAR process, members of the public represented three distinct groups: anti-development, sustainability and smart growth, and pro-growth. All public workshop participants were allowed as much time as needed to speak and their comments were recorded on a screen or pad to assure the participant that their comments were noted. By listening carefully to public input and incorporating as many specific strategies from the public as possible, CGA was able to recommend changes that would streamline and remove inconsistencies from a document that is considered "the bible" in Martin County.

The successful **Town of Malabar EAR** scoping meeting attracted 10% of the population using roadway signs to advertise the meeting. The participants enjoyed being

able to express and emphasize their desire to establish a commercial district on the edge of their largely rural community.

In **St. Lucie County**, CGA's outreach activities included press releases about workshops and invitations to comment on draft EAR-based amendments posted on the County's website. CGA staff also attended local events such as the Fort Pierce Friday Fest and handed out brochures on the public participation schedule and project to generate greater public awareness. Public workshop facilitation work in St. Lucie County and also the City of Port St. Lucie included working with local Tea Party members and concerns about UN Agenda 21.

During the drafting of the **first Comprehensive Plan for the Town of Loxahatchee Groves**, topic-specific (i.e., Housing, Land Use, Transportation) Saturday pizza workshops were held to generate public turn out. The workshops alternated between Town Council workshops open to the public and workshops exclusively for stakeholders. In a community founded by volunteers, intimate involvement in the drafting of the Comprehensive Plan was essential.

Urban design related public participation activities include CGA facilitation for the **Overtown Community Park for the Trust for Public Land** project. A charrette was held in conjunction with the YWCA which had a strong presence as a civic participant. The charrette included activities for children to express their needs and interests in the future park. Final deliverable was the design of a <sup>3</sup>/<sub>4</sub>-acre community park to serve as a center for community and neighborhood activity.

Charrettes were also conducted for the **Northwest Dade Regional Urban Design Plan**. The final plan components included urban design of existing conditions to improve traffic connectivity, improved character areas, pedestrian connectivity, livability, walkability, recreation use opportunities, public transportation

improvements, and land use changes to include the redesign of shopping centers into planned mixed-use, town-center type developments with particular attention to density and intensity.





In addition to visioning and charettes, CGA staff is experienced in presenting to boards and elected bodies as a result of our vast experience serving as city planners. Our team is proficient in preparing power point presentations and understanding the requirements of quasi-judicial proceedings.

#### D. SIMILAR MUNICIPAL ENGAGEMENTS

Please see the following pages for descriptions of similar municipal projects.

#### E. STATEMENT OF LITIGATION

In the last five (5) years CGA has been involved in the following litigation:

- 1. Vue Condominium Association, Inc. vs. Vue Fort Lauderdale, L.L.C., ET AL, Case No. CACE09012422 .Suit was filed March 3, 2009. This is a typical condominium construction defect suit involving the developer, contractor, numerous subcontractors and all the design team. The condominium association voluntarily dismissed its claim against Calvin, Giordano February 2011.
- 2. Walnut Creek Community Development District vs. Standard Pacific of South Florida, GP, Inc., Et Al, Case No. CACE10019353. Suit was filed May 4, 2010. The case concerns the failure of an HDPE drainage system and is in the early stages of discovery. The other parties include the developer, the pipe manufacturer and the contractor which is defunct but which may have insurance coverage. Our understanding is that the problems are primarily the result of defective manufacture of the HDPE pipe although design and construction deficiencies also are alleged. This case has been settled.
- 3. Calvin, Giordano & Associates and Franklin County, Florida filed lawsuit N0. 4:2012cv00001 in the Florida Northern District Court against B.P. Exploration and Production Inc. in January 2012. The suit was filed in an attempt to collect payment from B.P. Exploration and Production for services performed by Calvin, Giordano & Associates on behalf of Franklin County, Florida. This case has been settled.

- 4. Villas at Harbor Isles Condo filed suit NO. CACE 09-043012(18) against Harbor Isles by Quantum, Inc., et. al. (Calvin, Giordano & Associates, Inc.); filed in Broward County Circuit Court. Complaint originally filed 8/2009 (no claims against Calvin Giordano & Associates). Third Amended Complaint filed 5/2012 including claims against Calvin Giordano & Associates. Condominium construction defects case with claims against Calvin Giordano involving alleged improper sloping at lake banks and improperly specific catch basin grate covers. This case has been settled
- 5. Merrick Preserve Condominium Association, Inc. v. Westbrooke Homes, Florida general partnership NO. CACE 08 11218(07); Third Party Complaint filed August 2011. Breach of Contract alleging failure to include developer as an additional insured on commercial general liability policy; Contractual Indemnification and Common Law Indemnification claims involving alleged deficiencies in grading of back yards and paving of driveways resulting in ponding. Condominium defects suit in which developer filed third party claims against subcontractors and design professionals. The case has been settled.
- 6. Armando E. Silva, and Robin Silva, both individually and as natural parents and next friends of Spencer Silva and Heather Silva, minors, v. South Broward Hospital district, d/b/a Memorial Regional Hospital, Hardrives of Delray, Inc., d/b/a Hardrives, Inc., a Florida Profit Corporation, Calvin, Giordano & Associates, Inc., a Florida Profit Corporation, and ANF Group, Inc., a Florida Profit Corporation, filed suit on October 25, 2013 in the Broward County Circuit Court. NO. CACE13023917. Traffic accident. This case is in discovery.
- Edward B Wallace Plaintiff vs. Calvin, Giordano & Associates Inc Defendant. Whistle Blower. Suit filed on July 23, 2012 in the Broward County Circuit Court. NO. CACE12020634. This case is in discovery.
- 8. Kevin Young v Calvin, Giordano, & Associates, Inc. ADA. This case is in discovery.



## COMPREHENSIVE PLANNING Weston, Florida



#### **First Comprehensive Plan**

The City of Weston, which was incorporated in 1996, called upon CGA to provide professional planning services in connection with the development and adoption of the first local comprehensive plan and all required elements.

The comprehensive plan and its elements consisted of goals, objectives, and policies; procedures for monitoring; evaluations of the local plan required for capital improvement implementation and required maps.

Two public workshop meetings were held to receive public input regarding the comprehensive plan. CGA transmitted all of the required elements of the Comprehensive Plan to the State of Florida Department of Community Affairs and received approval. All required maps for the Comprehensive Plan were created by CGA's in-house GIS Coordinator.

#### **Comprehensive Plan Amendments**

In 2007, CGA prepared the City's Comprehensive Plan Update Report and completed the follow-up Comprehensive Plan Amendments in 2009. The amendments brought the Comprehensive Plan up to date with SB360 (2005) and HB697 (2008) requirements for Comprehensive Plans.

Additional Comprehensive Planning for the City of Weston includes preparation of the Water Supply Facilities Work Plan, Public School Facilities Element and annual updates to the Capital Improvements.

#### Client

City of Weston

# Contact information at time of project:

Denise Barrett Director of Communications 17200 Royal Palm Blvd Weston, Florida 33326 (954) 385-2000 dbarrett@westonfl.org

#### Project Date

1996 - Present

#### Services Provided

Planning Traffic Engineering Civil Engineering Environmental Services GIS

#### **Project Manager**

Shelley Eichner, AICP

#### Team Members

Sarah Sinatra, AICP Sandra Lee, AICP CEP, LEED AP BD+C Hector Perez



Calvin, Giordano & Associates, Inc.

## EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED COMPREHENSIVE PLAN AMENDMENTS Hollywood, Florida



Calvin, Giordano & Associates prepared an Evaluation and Appraisal Report (EAR) of the City of Hollywood's Comprehensive Plan. The assessment process allowed CGA, with assistance from City staff and the community, to identify and propose changes to their Comprehensive Plan to address changing conditions and projected growth within the City.

The EAR-based amendments addressed the City's most pressing problems and opportunities: escalating traffic congestion, urban infill and redevelopment, and growing demand for a diversity of housing types to meet the needs of an increasingly diverse population. CGA conducted scoping meetings and presented the EAR and EAR-based Amendments to the Planning and Zoning Board and the City Commission.

The EAR process included:

- creating a vision for the municipality
- scoping meetings
- performing incremental and cohesive reviews of the various elements of the plans
- facilitating reviews by the state, review agencies and adjacent municipalities

The EAR-based amendments were found in compliance by the Florida Department of Community Affairs in March 2008.

#### Client

City of Hollywood

# Contact information at time of project:

Jaye Epstein Planning Director Office of Planning 2600 Hollywood Blvd. Room 315 Hollywood, FL 33022

#### Project Date

2006 - 2008

#### Services Provided

Planning Environmental Planning Traffic Engineering Civil Engineering GIS

#### Principal in Charge

Shelley Eichner, AICP

#### **Team Members**

Shelley Eichner, AICP Sandra Lee, AICP CEP, LEED AP BD+C



Calvin, Giordano & Associates, Inc.

## EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS **Surfside, Florida**



CGA prepared Surfside's state-required Evaluation and Appraisal Report (EAR) reviewing the Comprehensive Plan for needed statutory updates and prepared recommendations for inclusion of current community goals.

As a follow-up, CGA also prepared the Town's EAR-based Amendments. The project included revised Comprehensive Plan Data Inventory and Analysis including current transportation data, population projections, and housing analysis. The revised Goals, Objectives, and Policies reflected Surfside's interest in incorporating many of the concepts advanced in the November 2006 Townwide Charrette. Additionally, consideration was made to assure the Comprehensive Plan addressed improved transportation along Collins and Harding Avenue.

The EAR-based Amendments project included the annual update to the Capital Improvement Element and was found in compliance in January 2010.

#### Client

Town of Surfside

Contact information at time of project:

#### Project Date

2008 - 2010

#### Services Provided

Planning Environmental Planning Traffic Engineering Civil Engineering GIS

#### Principal in Charge

Shelley Eichner, AICP

#### Team Members

Shelley Eichner, AICP Sarah Sinatra, AICP Patrick Figurella, PE



## HALLANDALE BEACH RAC Hallandale Beach, Florida



The purpose of creating a Regional Activity Center (RAC) is to enable the City to have greater flexibility in allocating land uses within the geographic area without the need for individual land use plan amendments on a smaller, parcel-by-parcel basis. This allows for redevelopment consistent with the master plan and companion text amendment which ensures the integrity of existing neighborhoods is protected.

The project consists of the preparation and processing of City of Hallandale Beach and Broward County Land Use Plan Amendments, including associated text and map updates. Specifically, the report includes an equivalency matrix for road impacts / TRIPS and impact on local public schools, as well as the development of Local Traffic Analysis, which includes an analysis of current traffic conditions and impact of potential development on local traffic, including pedestrian, automotive and public-transit traffic.

Our GIS team calculated the land area of each land use designation, including an analysis of existing land uses and land area to determine build out potentials utilizing Broward County Property Appraiser data. Due diligence also entailed analyzing City of Hallandale Beach Certificates of Use and business tax receipts as well as an analysis of vacant land, including future land use and zoning, to determine development potential.

14-6980 PL 0039 HALLANDALE BCH RAC.DOC

#### Client

City of Hallandale Beach

# Contact information at time of project:

Daniel Rosemond Deputy City Manager/ CRA Director 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1377

#### Project Date

8/2009 - 9/2010

#### Services Provided

Future Land Use Planning

Principal in Charge

Shelley Eichner, AICP

#### Team Members

Hoyt Holden Greg Clements, PSM



## CORRIDOR REDEVELOPMENT STUDY Tamarac, Florida



CGA has been hired by the City of Tamarac to prepare Redevelopment strategies and conceptual plans to increase economic development and attract new businesses. This sustainable commercial redevelopment plan for the City of Tamarac will include the creation of sub-districts along City Corridors for focused alternative redevelopment scenarios. The Corridor Redevelopment study will provide additional focus on:

- Potential for conversion of strip mall design to more intense commercial development
- Zoning changes that provide for transit-ready and transit-oriented development
- Capitalizing on market trends and existing assets such as the University Hospital and Medical Center and Tamarac Commerce Park
- Tamarac's status as a Certified Green Local Government
- Economic Development and Market Study that analyzes feasible and attractive uses

Public workshops have been held during the development of the draft and final plans to ensure public input on the final product for redevelopment of the area.

#### Client

City of Tamarac

# Contact information at time of project:

Maxine A. Calloway, AICP Director, Community Development Department 7525 NW 88th Avenue Tamarac, FL 33321 Tel: (954) 597-3530 Fax: (954) 597-3540

#### Project Date

2012 - Ongoing

#### Services Provided

Planning Urban Design Landscape Architecture Civil Engineering Transportation Planning

#### Principal in Charge

Shelley Eichner, AICP

#### Team Members

Curt Keyser, PE Jankristof Devastey, El Gianno Feoli



Calvin, Giordano & Associates, Inc.

## LAND DEVELOPMENT PLANNING SERVICES Surfside, Florida



CGA was selected to provide review of land development plan services for the Town. CGA met this challenge by providing planning personnel that were knowledgeable about Town and County Codes and local interagency coordination. The entire CGA multidisciplinary team serves as an available resource.

CGA planning staff is available to the public during all regular working hours and attends Town and all necessary inter-local government meetings. CGA planning staff reviews and processes commercial and residential development projects; reviewed and processed all specialized planning functions such as variances, conditional uses, FLUM and zoning amendments as well as text amendments; prepares all necessary staff reports and CGA works closely with the Town administration, Code Compliance and Building Departments to provide seamless, efficient services to the community.

CGA also prepared the Town's EAR-based Amendments. The project included revised Comprehensive Plan Data Inventory and Analysis including current transportation data, population projections, and housing analysis. The revised Goals, Objectives, and Policies reflected Surfside's interest in incorporating many of the concepts advanced in the November 2006 Townwide Charrette. Additionally, consideration was made to assure the Comprehensive Plan addressed improved transportation along Collins and Harding Avenue.

#### Client

Town of Surfside

# Contact information at time of project:

Michael Crotty Town Manager 9293 Harding Avenue Surfside, FL 33154 (305) 861-4863

### Project Date

Ongoing

#### Services Provided

Planning and Zoning Civil Engineering Landscape Architecture Data Technologies

#### Principal in Charge

Shelley Eichner, AICP

#### Team Members

Sarah Sinatra, AICP Robert McSweeney, PE Gianno Feoli, ASLA, AIA Chris Giordano Hector Perez



# LAND DEVELOPMENT AND ZONING CODE **Weston, Florida**



The City of Weston Land Development Code was entirely rewritten is 2010 to make it more relevant and user friendly. The original code of ordinances was the Broward County Code that was in effect on the day of incorporation in 1996. Over time many sections of the code were repealed, amended and recreated to meet the changing goals of the City. As a result, many sections were in conflict with each other and not well organized.

The planning staff focused on the Land Development Regulations and Zoning portions of the Code. These sections were totally rewritten and rearranged in a manner that logically followed the steps that one would take to go through the development process. Staff worked closely with all other disciplines of the City to ensure that there were no internal conflicts with either content or terms. All defined terms are clearly highlighted in the code and cross referenced with other sections of the City Code for consistency.

The land development code update also reflected a number of updates to the City's Comprehensive Plan through the EAR-based Amendments prepared by CGA in 2008 which emphasized greenhouse gas reduction strategies and accommodating an extensive bike path and sidewalk network, a Town Center, and parks and conservation areas.

In 2012, CGA prepared regulations to reflect the City's green practices including electric car vehicle charging stations and bicycle parking facilities.

#### Client

City of Weston

# Contact information at time of project:

Denise Barrett Director of Communications 17200 Royal Palm Blvd Weston, Florida 33326 (954) 385-2000 dbarrett@westonfl.org

#### Project Date

1996 - Ongoing

#### Services Provided

Planning Zoning

#### Principal in Charge

Shelley Eichner, AICP

#### Team Members

Tammy Cook, ASLA, RLA, LEED AP BD+C Karl Kennedy, PE, CQE



# MEDLEY PLANNING AND ZONING **Medley, Florida**



#### **General Planning and Zoning Services**

CGA staff has been designated as the Town Planners. In this role, CGA staff reviews all site plans and performs zoning permit reviews for all building permits. Staff interacts with the public and Town staff on a daily basis and performs all day to day planning and zoning activities required by the Town.

#### Zoning Code and Land Development Code Update

CGA is in the process of preparing revisions to the Zoning Code and Land Development Code to foster improved aesthetics, redevelopment and economic development. The revisions will include creation of standards for Planned Industrial Districts, standards for buffering residential districts, landscaping and signage. The Update will include revising the Town's codes to address amendments to the Town's Comprehensive Plan.

#### **EAR-based Comprehensive Plan Amendments**

CGA responded to the Objections, Recommendations and Comments (ORC) Report for the Town of Medley's EAR-based Amendments. Our comprehensive planning team successfully took action on DCA concerns including environmental issues related to solid waste facilities located in the Town, HB697 greenhouse reduction strategies, and water supply planning. The EAR-based Amendments were found in compliance by DCA in April 2009.

#### **Annexation Study**

CGA prepared the Medley Annexation Study according to the requirements of Chapter 20, Article I, Section 20-3 of the Miami-Dade County Code to document the key characteristics and impacts of the proposed annexation by the Town of Medley. The proposed annexation areas will provide future land for the long-term growth of Medley, significant job creation, and increase the tax base of the Town and Miami-Dade County.

#### Client

Town of Medley

# Contact information at time of project:

Jorge Corzo, PE,CFM Town Engineer 7777 NW 72 Avenue Medley, FI 33166 (305) 887-9541 Ext. 143

#### Project Date

Ongoing

Services Provided

Planning and Zoning

Principal in Charge

Shelley Eichner, AICP

#### **Team Members**

Sarah Sinatra Gould, AICP Matine Jou



# TOWN WIDE FORM BASED ZONING CODE **Surfside, Florida**



CGA prepared a form based inspired code for the entire Town, where a strong relationship was built between building heights and land uses. The focus of the community was to protect the character of the 1 and 2 story residential areas. While they wanted a form base approach, they also wanted to maintain control of more conventional zoning parameters, such as setbacks and density. CGA was able to develop a form base code that achieved these arms while providing for the conventional controls the Town required, without degrading the quality of the envisioned development, the urban response of the forms to the existing network of streets and traffic patterns, and the required qualities expected of each developments impact upon the overall quality of the Towns open spaces and public right of ways.

Specific accomplishments of the code include:

- Effectively balanced the Town's desire to maintain control of more conventional zoning parameters, such as setbacks and density
- Regulates massing, rooflines, and wallplanes to create a pedestrian friendly environment
- Code prevents monotony while increasing livability, visual interest, identity and sense of place
- Clear, user-friendly code for Town staff, residents, and development applicants

Town of Surfside

# Contact information at time of project:

Gary Word Town Manager 9293 Harding Avenue Surfside, FL 33154 (305) 861-4863

#### Project Date

2006 - Present

#### Services Provided

Planning Zoning

#### Principal in Charge

Shelley Eichner, AICP

#### Team Members

Sarah Sinatra Gould, AICP Gianno Feoli, ASLA, AIA



Calvin, Giordano & Associates, Inc.

## PEMBROKE PINES BUILDING CODE DEPARTMENT **Pembroke Pines, Florida**



The City of Pembroke Pines is the second largest city in Broward County and at one point was the fastest growing in the nation. The City maintained a sizable building and zoning department to accommodate the robust activity. Unfortunately, as economic conditions slowed, resulting in major decreases in building activity, the City was forced to evaluate options to cut costs and provide building and zoning services. The City came to the conclusion of contracting with a private service provider. In June, 2009 the Pembroke Pines City Commissioners voted to approve a five-year contract with CGA to administrate the City's Building and Zoning services.

#### Client

City of Pembroke Pines

# Contact information at time of project:

Charles Dodge City Manager 10100 Pines Boulevard Pembroke Pines, FL 33026 (954) 431-4884

#### Project Date

July 2009 - Current

Services Provided

**Building Code Services** 

Principal in Charge George Keller

#### Team Members

Joanne Maglietta George Desharnais

#### Company Role

Prime



## WESTON DRAINAGE IMPROVEMENTS Weston, Florida



CGA analyzed and modeled the City's existing stormwater management system which consists of collection systems draining into interconnected lake system discharging into the South Florida Water Management District (SFWMD) canals. The City contains 15,000 acres of land within Indian Trace Development District (ITDD) and the Bonaventure Development District (BDD), both of which are within the South Florida Water Management District (SFWMD). The City is contained between the Everglades on the west, Griffin Road on the south, Interstate 75 on the east, and Interstate 75 on the north. The water quality and discharge rates are permitted to be controlled by stormwater pump stations. The results of the hydraulic model indicated that a few of the interconnecting culverts were undersized and the collections system needed upgrading. Site visits during rain events highlighted areas that had surface drainage issues. The scope of the project includes replacing undersized culverts and upgrading the collection system with new catch basins, piping, outfalls and French drains in different areas throughout the City. Traffic control phasing including limiting road closures on adjacent streets and detour routes were detailed in the construction documents in order to minimize impacts to the residents and road users in the City.

CGA secured grant funding for this project by modifying an existing HMGP grant that was used to upgrade the pump stations in 2009. The FEMA BCA software was utilized to apply for the modification and justify the project. CGA prepared and submitted all supporting documentation while working with the City and FDEM to obtain the additional funding for the vital project. The project will improve the water management system's hydraulic performance and lower the flood stage in flood - prone areas.

#### Client

City of Weston

# Contact information at time of project:

Denise Barrett Director of Communications 17200 Royal Palm Blvd Weston, Florida 33326 (954) 385-2000 dbarrett@westonfl.org

#### Project Date

2012

#### Services Provided

Surveying Landscape Architecture Environmental Services Civil Engineering Construction Administration

#### Principal in Charge

Dennis J. Giordano

#### **Team Members**

Jenna Martinetti, PE Tammy Cook, ASLA, RLA, LEED AP BD + C Greg Clements, PSM Michael Conner, RLA, ASLA Sandra Lee, AICP, CEP, LEED AP BC + D, CFM Bob McSweeney, PE



## BASIN 5 DRAINAGE IMPROVMENTS **Dania Beach, Florida**



Basin 5 in the City of Dania Beach is comprised of approximately 400 acres. Repetitive Loss properties are located within the basin. CGA developed the Storm Water Master Plan for the Basin and evaluated the existing and proposed Level of Service of flood protection, and provided the City with a prioritized list of necessary improvements, including projected cost, for inclusion in their Capital Improvement Plan to address the flooding of streets and houses that currently occurs. CGA is also providing the design, environmental assessment and permitting services for the implementation of these improvements.

Currently, existing outfalls discharge untreated stormwater run-off directly into Broward County owned parcels east of S.E. 5<sup>th</sup> Avenue; approximately 1,000 feet east of the County owned parcels is the State owned West Lake Regional Park which is recognized as Outstanding Florida Waters. The County lands are wetland mangrove habitat and serve as buffers for West Lake Regional Park and are covered under restrictive covenants and a Charter. Under historic conditions, sheet flows of fresh water from the west kept this tidally influenced mangrove habitat from becoming hyper-saline. The construction of S.E. 5<sup>th</sup> Avenue and the adjacent development interrupted the historic flows of freshwater to the east. To help alleviate the concerns for salinity, the currently existing outfalls from basin 5 were installed.

As a part of the Basin 5 drainage improvements design, discharges through the existing outfalls will be discontinued and all future discharges through the new system will receive pretreatment and be released into a bio-swale along S.E. 5<sup>th</sup> Avenue prior to discharge to the east. A component of the swale design is the installation of sheet pile to create a spreader swale to recreate historic sheet flow conditions. The composite sheet pile material creates a uniform edge that will not be subject to erosion or wash-out and can be installed by hand with little to no impact to surrounding habitat.

CGA has designed this unique stormwater improvement system to benefit both the developed and adjacent natural habitats. CGA conducted all the site and wetland functional assessments for permitting and processed permits through the U.S. ACOE, the South Florida Water Management District and Broward County; permitting required extensive negotiation with various Divisions of Broward County including the development of an Agreement with the County and City for use of the County land, and approval by the County Commission. The construction of the bio-swale did require unavoidable impacts to wetlands; however, the design of the swale included removal of all exotic vegetation, excavation of marginal wetland habitat with revegetation, and increased hydrology to low quality wetlands thereby creating enhancements with a greater functional gain than the functional loss.

#### Client

City of Dania Beach

#### **Contact Information**

Dominic Orlando Public Services Director 100 W. Dania Beach Blvd Dania Beach, FL 33004 (954) 924-3740

#### Project Date

2007 - Present

#### Services Provided

Engineering Surveying Environmental Construction Services Permitting

#### Principal in Charge

Dennis J. Giordano

#### Project Administrator

Jenna Martinetti, PE

#### **Team Members**

Sandra Lee, AICP CEP, LEED AP BD+C



## SECTION 5 SUMMARY OF PROPOSER'S QUALIFICATIONS

A. PROJECT MANAGER/KEY PERSONNEL The team members selected for this project have many years and a variety of experience in developing land development regulations, comprehensive plans, neighborhood planning studies and plans and permit reviews.

NAME	EXPERIENCE	
CALVIN, GIORDANO & ASSOCIATES, INC. KEY PERSONNEL		
Shelley Eichner, AICP <b>Principal in Charge /</b> Project Manager	Ms. Eichner is a Senior Vice President and a Partner of Calvin, Giordano & Associ- ates oversees all private sector and public sector planning activities. She has over 30 years of diversified planning and platting experience in securing land develop- ment approvals, land use plan amendments and local government planning.	
Sarah Sinatra, AICP	Ms. Sinatra has several years of planning experience including municipal planning director duties such as processing zoning requests, land use plan amendments, site plan reviews, plats rezoning petitions, variances, vacation/abandonments and all other development application reviews. She holds a Master's degree in Urban and Regional Planning from FAU. Ms. Sinatra has also written evaluation and appraisal reports, comprehensive plans and zoning and land development codes. She is experienced in writing form-based codes and transit-oriented zoning codes.	
Nakeischea Loi Smith, AICP	Ms. Smith has seven years of municipal planning experience ranging from pro- cessing building permits and reviewing zoning applications to authoring land de- velopment and zoning ordinances, codes and regulations for both local and in- ternational governments. She holds a Master's degree in City Planning from the Massachusetts Institute of Technology where she specialized in Housing, Commu- nity and Economic Development.	
Matine Jou	Ms. Jou has four years of experience providing professional and technical planning support to a range of planning, emergency management, and public administra- tion related projects. She provides research and technical support for all planning activities including Comprehensive Plans, Master Plans, code amendments and drafting of new code provisions. Her main tasks include reviewing development applications and site plans, zoning plan and permit review, research and fact-find- ing, and zoning verifications for several municipalities.	
Tammy Cook, ASLA, RLA, LEED AP BD+C	Ms. Cook leads the Landscape Architectural staff, has 23 years of landscape ar- chitectural experience with demonstrated strengths in creative design, graphic presentations, and planting design. She has developed master plans for enhance- ments of neighborhoods, focusing on establishing branded environments though planting, pedestrian amenities, lighting and signage. She has engaged commu- nities in a designing strategies for neighborhood improvements, including street trees, roadway, parking, lighting and traffic calming.	



NAME	EXPERIENCE	
CALVIN, GIORDANO & ASSOCIATES, INC. KEY PERSONNEL		
Gianno Feoli	Mr. Feoli specializes in creative design strategies including urban design, contextu- al analysis and branding. He also leads CGA's master planning, community partic- ipation efforts and graphics communication services. His specific strengths lie in streetscapes and urban interventions, and form based urban design and planning	
Hector Perez	Mr. Perez has 17 years of experience in the field of technology with 14 of these years focused on GIS technology and its applications. He will assist in analyzing all GIS data in the development of new land use and zoning districts.	
Sandra Lee, AICP CEP, LEED AP BC+D, CFM	Ms. Lee has 20 years of professional experience and provides technical support, environmental resource management, environmental planning and sustainable development services to public and private entities. Ms. Lee assists the planning department by preparing Coastal and Conservation Elements for Comprehen- sive plans, coordinates on Comprehensive Plan Evaluation and Appraisal Reports (EAR) and EAR-based amendments.	
Mohammed Sharifuzzaman, PE	Mr. Sharifuzzaman has more than 10 years of professional experience in civil, environmental, and transportation engineering with specialization in hydraulics and hydrologic modeling (H&H), surface water management system design, drainage basin/watershed modeling and floodplain analysis. Mr. Sharifuzzaman has worked extensively with permitting agencies including the South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), U.S. Army Corps of Engineers (USACE), various municipalities, and counties.	
Jenna Martinetti, PE	Ms. Martinetti has nine years of engineering experience and has worked on projects from inception to project close out including supporting documents and coordination between all involved parties. Ms. Martinetti is project manager for projects within the City of Dania Beach and City of Hallandale Beach related to water, wastewater, and stormwater infrastructure improvement projects. Her project management experience includes design of water mains, sewage force mains, lift stations, fuel station, site design and stormwater projects as well as permitting. She also assists in grant writing and supporting documentation for FDEP and FEMA grant applications and is familiar with FEMA's latest benefit cost analysis software.	
George Keller, Jr.	Mr. Keller is responsible for the overall management and development of CGA's Governmental Services, serving since 2005. Contract Governmental Services provide public entities with options and alternatives to needed essential services, for the jurisdiction's constituents. The application of sound business practices, raised performance expectations, "in-house" developed technology, customer service training, and experienced "hands on" managers; delivers enhanced service levels at decreased operating costs. CGA's Contract Governmental Services are tailored and scaled to the needs of the client, eliminating waste and duplication; including hourly, by project, and long-term operations.	



NAME	EXPERIENCE	
CALVIN, GIORDANO & ASSOCIATES, INC. KEY PERSONNEL		
Norman Bruhn	Mr. Bruhn oversees all aspects of Building Code Services for CGA. He currently serves as the Building Official for the cities of Pembroke Pines and West Park and has previously served as Building Chief Inspector and Building Plans Examiner.	
Peter Beaudoin	Mr. Beaudoin serves as a mechanical-plumbing plans examiner. He is responsible for reviewing construction Plans in the Mechanical and Plumbing disciplines for conformity to the Florida Building Code as well as local agencies requirements. He assists the contractors, engineers and architects as well as owner builders with corrections and interpretations. He also performs field inspections in both dis- ciplines when code violations were observed correction notices were issued and follow up inspections for compliance.	
Kevin Donovan	Mr. Donovan serves as a Chief Structural Plans Examiner and Inspector. He has knowledge and experience in all phases and types of the construction process. He has experience in all phases of architectural and engineering design, permitting, inspection and construction services and insurance claim management.	
Salvatore Ted Licatra	Mr. Licatra has more than 20 years of experience as an electrical inspector. He per- forms electrical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code and the National Electric Code within the jurisdiction of the Broward County Board of Rules and Appeal.	

#### B. RESUMES

See the following pages for resumes.



#### **Shelley Eichner, AICP** Senior Vice President

#### SUMMARY OF QUALIFICATIONS

Ms. Eichner is a Senior Vice President and a Partner of Calvin, Giordano & Associates and oversees all private sector and public sector planning activities. She has over 30 years of diversified planning and platting experience in securing land development approvals, land use plan amendments and local government planning.

Ms. Eichner previously served as Senior Planner for Broward County's Department of Planning and Environmental Protection. She managed and supervised plat applications, created a permit monitoring system, and monitored compliance with all aspects of development approvals. Duties included coordinating the development review agencies in the preparation and adoption of the ordinances amending the Weston Development of Regional Impact.

#### **PROJECT EXPERIENCE**

**Growth Management Director and Provision of General Planning Services: City of West Park, City of Weston, Town of Surfside, Town of Loxahatchee Groves.** Responsible for all planning activities, including plat and site plan review as well as the creation and modification of land development regulations; establishment of zoning, landscaping, sign codes; and, preparation of a master park plan. Oversaw communication and coordination between city management, elected officials, major developers, and residents.

**Site Plan Review:** Supervised preparation and presentation of site plan reviews and reports under an ongoing cost recovery process. Plans from the cities are distributed to various plan review disciplines and the final reports are presented in a cohesive and consistent manner.

**Comprehensive Planning:** Supervised preparation of comprehensive plans, evaluation and appraisal reports, EAR-based amendments, water supply plan goals, and capital improvements element updates for various local governments.

**Zoning Codes: City Weston, City of West Park, City of Sunny Isles Beach, Town of Surfside.** Responsible for preparation, presentation and adoption of zoning codes. Direction required the coordination of workshops and consensus building among the elected officials, residents and developers in the city.

**Transit Oriented Development: Sheridan Station-side Village, Hollywood, Florida.** Coordinated all planning and engineering services for the site plan application and land use plan amendment for the Sheridan Station-side Village, a mixed-use development integrating an existing Tri-rail station and other transit services.

**Town Center Zoning Overlay Districts: City of Hollywood, City of Miami Gardens, City of Sunny Isles Beach.** Responsible for development of zoning overlay district comprising zoning criteria, architectural, and landscape requirements leading to town center master plan implementation and for special districts.

**Ongoing Private Development Coordination:** Responsible for coordinating all aspects of land development activities including platting and site planning, rezoning, and obtaining all government approvals and building permits. Specific tasks involve ensuring that engineering, survey, landscape architecture, and construction management personnel are working together to bring a project to completion.

#### **EDUCATION**

M.P.A., Florida Atlantic University, Boca Raton, FL

B.A., Psychology and Management, McGill University, Montreal, Canada

PROFESSIONAL REGISTRATION American Institute of Certified Planners No. 116948

# PROFESSIONAL ASSOCIATIONS

American Planning Association -Past President of Broward Chapter

#### PROFESSIONAL MEMBERSHIPS

Broward County Management Efficiency and Study Committee, Member (Appointed by County Commission); Chair of Growth Management Subcommittee, 2004-2006, & 2009-2011

Technical Advisory Group to the Broward County League of Cities, Chair, 2003-2006

Chair Staff Working Group, School Board of Broward County, 2005-Present Broward County Oversight Committee, 2009-Present

Broward County League of Cities Scholarship Committee, Chair, 2010 - Present



Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS

### Sarah Sinatra Gould, AICP Director, Planning Department

#### SUMMARY OF QUALIFICATIONS

Ms. Sinatra has over 10 years of planning experience including municipal planning director duties such as processing zoning requests, land use plan amendments, site plan reviews, plats rezoning petitions, variances, vacation/abandonments and all other development application reviews. She holds a Master's degree in Urban and Regional Planning from FAU. Ms. Sinatra has also written evaluation and appraisal reports, comprehensive plans and zoning and land development codes. She is experienced in writing form-based codes and transit-oriented zoning codes. As the planning department manager for Calvin, Giordano & Associates, she is the community development director for the City of Weston, the City of West Park and the Town of Surfside. For those entities, she carries out day-to-day planning and zoning activities, presents staff reports and recommendations to the commissions, the planning and zoning boards and provides customer service assistance to residents, developers and business owners.

#### **PROJECT EXPERIENCE**

#### **Comprehensive Planning**

**Town of Surfside EAR.** Identified items of concern from the Town's 2006 Charrette, including transportation planning and traffic issues. The EAR also recognized challenges with density and intensity.

**Town of Surfside EAR Based Amendments.** Incorporated many issues from the Town's 2006 Charrette and provided an analysis on tourist/hotel uses.

**City of West Park Comprehensive Plan.** Prepared the City's first Comprehensive Plan.

**City of Sunny Isles Beach EAR.** The City's intense population growth resulted in the need for an evaluation of recreation and open space uses and traffic concerns.

**Sheridan Stationside Land Use Plan Amendment.** Completed an amendment to the City of Hollywood and the Broward County Land Use Plans to change the land use designation on 40 acres to Transit Oriented Development (TOD). This included residential, hotel units, commercial office at a rail station to create true transit development. There was also an affordable housing component.

**City of West Park Transit Oriented Corridor Land Use Plan Amendment.** Amended the City and County Land Use Plans to create a Transit Oriented Corridor (TOC) for the City of West Park. The designation provided 575,000 square feet of office space, 500,000 square feet of commercial area, 200 hotel rooms and 1,500 new residential units to a depressed portion of US 441/ SR7.

#### **Zoning and Land Development Codes**

**City of West Park Land Development and Zoning Code.** Prepared the City's first Land Development and Zoning Code. These ordinances included new sign and landscape criteria to provide an identity for the newly incorporated City.

**Town of Surfside Zoning Code.** Created a modified form-based code for the Town. Facilitated many months of workshops to gain as much input as possible from the residents. The code resulted in "McMansion" standards to avoid over building in the single family neighborhood. This code also included new landscape regulations to provide more substantial buffers between uses.

#### **EDUCATION**

B.A. in Political Science Florida Atlantic University 1997 - 2001

Masters in Urban and Regional Planning Florida Atlantic University 2001 - 2003

PROFESSIONAL CREDENTIALS

American Institute of Certified Planners No. 158802

American Planning Association

Florida Chapter of the American Planning Association

Appointed member of the Miami-Dade Shoreline Development Review Committee



#### Sarah Sinatra Gould, Page 2

**Town of Surfside Design Guidelines.** The design of buildings and their compatibility for the Town became issues of concern. A number of workshops were held to gain public participation in crafting design guidelines for the Town.

**City of Hollywood.** Created zoning guidelines and distance separation requirements for homeless shelters, free restaurants, half-way housing, and substance abuse clinics.

**Town of Medley.** Analyzed solid waste activities in the Town and prepared new zoning category to correct non-conformities.

**Collier County Post Disaster Temporary Housing Study.** Reviewed the County's Comprehensive Plan and Zoning Code to determine where housing could be located after a disaster as well as identifying sections of the code to be waived in post disaster conditions.

**City of West Park Enterprise Zone.** Prepared housing, population and income data as well as mapping data for inclusion into the Broward County Enterprise Zone. The State of Florida granted inclusion of the City in the Broward Enterprise Zone in 2010.

#### **Municipal Planning Staff**

**City of West Park, Planning and Zoning Director.** Oversee the day to day functions of the Planning and Zoning Department. Respond to zoning calls from property owners and interested parties. Created the development review process for the City and chair the development review group meetings. Review zoning permits and certificates of use. Complete development reviews including site plans, plats, variances, special exceptions, land use plan amendments and rezoning applications. Created the necessary applications for these development reviews and prepare all staff memorandums to the City Commission.

**City of Weston, Director of Development Services.** Process development review applications including site plans, plats, variances, special exceptions, land use plan amendments and rezoning as well as managing the Planning and Zoning Department. Prepare items for the Development Review Committee (DRC) and the City Commission by chairing the DRC meeting, preparing the staff memorandum to the City Commission and presenting the application to the City Commission.

**Town of Surfside, Town Planner.** Respond to zoning calls from the public. Created the development review process for the Town and chair the development review group meetings. Review zoning permits and prepare items for the Design Review Board Meeting. Present site plans and permits to the Design Review Board, which analyze architectural and design standards in completing the review. Complete development reviews including site plans, plats, variances, special exceptions, land use plan amendments and rezoning applications. Prepare all staff memorandums and present the items to the Planning and Zoning Board and the Town Commission.

**City of Pahokee, Consulting Planner.** Provide zoning assistance to the City and to the general public. Review development applications including site plans, plats, variances, conditions uses, and rezoning applications. Prepare staff memorandums and present the items to the Planning and Zoning Board and the City Commission.



## Nakeischea Loi Smith, AICP Senior Planner

#### SUMMARY OF QUALIFICATIONS

Ms. Smith has seven years of municipal planning experience ranging from processing building permits and reviewing zoning applications to authoring land development and zoning ordinances, codes and regulations for both local and international governments. She holds a Master's degree in City Planning from the Massachusetts Institute of Technology where she specialized in Housing, Community and Economic Development. As the Senior Planner at Calvin, Giordano & Associates, Inc., Ms. Smith carries out general planning and zoning functions for the City of Pahokee, Town of Cutler Bay, Town of Medley and Town of Surfside in addition to developing special studies and preparing reports. She also works closely with Community Redevelopment Agencies throughout Florida as part of CGA's Redevelopment and Urban Design Division, which focuses on community improvement and revitalization.

#### **PROJECT EXPERIENCE**

**City of Pahokee, Florida.** Processed rezoning petitions and presented staff reports and recommendations to the commission and planning and zoning boards

**Town of Cutler Bay, Florida.** Conducted an analysis of ordinances related to cost recovery and notice/advertisement procedures. Prepared recommendations and drafted proposed language to be included in the revised land development regulations.

**Town of Medley, Florida.** Reviewed site plans for commercial development and prepared staff reports for variance and rezoning applications.

**Town of Surfside, Florida.** Analyzed the existing sign code and identified issues and inconsistencies. Prepared a rewrite of the sign code to include updated standards, elimination of contradictory language, clarification of terms and definitions, and incorporation of modern sign typologies.

**Martin County, Florida.** Assisted in the development of the County's first form-based code within the seven Community Redevelopment Areas.

**Miami-Dade County, Florida.** Prepared a Finding of Necessity Study for the establishment of a Metrozoo-Richmond Heights Community Redevelopment Area.

**Nassau, Bahamas.** Established the country's first Business Improvement District within downtown Nassau.

#### **EDUCATION**

MA, City Planning, Massachusetts Institute of Technology, 2007

BA, Sociology, Northeastern Illinois University, 2004

AA, French, Northeastern Illinois University, 2004

AA, Spanish, Houghton College, 1998

#### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners, No. 165215

American Planning Association

Florida Chapter of the American Planning Association



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#### Matine Rose Jou Assistant Planner, Emergency Management Services

#### SUMMARY OF QUALIFICATIONS

Ms. Jou is an Assistant Planner, providing professional and technical planning support to a range of emergency management, planning, public administration, and sustainable energy-related projects. Her research has included comparative analysis of cross county economic sustainability initiatives, alternative energy solutions for subtropical cities, downtown economic development, post-disaster redevelopment, disaster response and recovery planning, among others. She is trained in the application of GIS-based mapping and analysis. She supports the delivery of municipal building code services and has provided technical support in the drafting of a range of municipal grant applications throughout South Florida.

#### **PROJECT EXPERIENCE**

**Assistant Planner: Emergency Management Services,** Calvin, Giordano & Associates. Assist in coordination of all hazards emergency management planning.

- **Post-Disaster Redevelopment Plans:** Assisted in the development of multiple Post-Disaster Redevelopment Plans throughout the Florida. The process included organization and facilitation of stakeholder engagement meetings, establishment executive leadership buy-in; comprehensive plan reviews; programmatic capacity analysis; technical writing; and report and documentation preparation and development. Clients include the Treasure Coast Regional Planning Council (Martin County, Indian River County, and St. Lucie County), Hernando County, Sumter County, Osceola County, the Cities of Kissimmee, and St. Cloud.
- **NIMS ICS All-Hazards Position Specific Training:** Assisted in the administration and provision of planning and training for Miami-Dade NIMS Position Specific Training for emergency response personnel managing incidents under the Incident Command System.
- Palm Beach County Local Mitigation Strategy Update: Assisted in the update of the Hazard Vulnerability Assessment for Palm Beach County, which includes comprehensive narrative and methodology for identifying hazards, profiling hazards, and assessing vulnerability for a county with a population over 1,320,134 residents. Vulnerability assessment includes addressing repetitive loss properties; identifying structures, infrastructure, critical facilities, residential and commercial properties; estimating potential losses; analyzing development trends; as well as multi-jurisdictional risk assessments.
- Emergency Operations Center Management Support Team: Research and evaluation of various models of FEMA Typed Incident Management Support Team and Urban Search and Rescue Team. Supported the development of Miami-Dade County Office of Emergency Management procedures for EOC Management Support Team, which identifies the formation, requirements, policies, maintenance, deployment, and financing of the teams.

#### EDUCATION

M.U.R.P., Specialization: Sustainability, College of Design and Social Inquiry, Florida Atlantic University

B.A., Political Science and Interdisciplinary Studies: Social Science, Ethnic Studies Certificate, Dorothy F. Schmidt College of Arts and Letters, Florida Atlantic University

PROFESSIONAL AFFILIATIONS American Planning Association

US Green Building Council South Florida Chapter



#### Matine Rose Jou, Page 2

#### **GOVERNMENTAL SERVICES EXPERIENCE**

City of Pembroke Pines Permit Clerk: Calvin, Giordano & Associates, Inc.

Perform administrative office support in providing customer assistance, data processing, and record keeping. Provide assistance regarding requesting and scheduling inspections. Issue, receive, process, and review applications, permits and other regulatory forms. Registers contractors with the City and verifies contractor licensing and valid insurance requirement. Coordinate customer service activities including request for information, technical assistance, and directing citizens to appropriate department official. Develop technical memorandums and reports in support of Building Code Services Departmental activities.

#### **GRANT MANAGEMENT**

Identify, research, complete technical application for various municipal engineering, mitigation, stormwater management, and utility improvement related grants. Client awards exceeded \$1 million.

#### **RESEARCH EXPERIENCE**

- City marketing as a tool for downtown economic development: The case of downtown Fort Lauderdale
- Alternative Energy Solutions for Subtropical Cities: Harnessing Wind Generated Electricity with GIS-Based Site Selection Suitability Analysis; Presented at the Subtropical Cities Conference. 2011. Fort Lauderdale, Florida. (group collaborative);
- Hallandale/East Hollywood Livability Study for Broward County Metropolitan Planning Organization



#### **Tammy Cook-Weedon, RLA, ASLA, LEED AP BD+C** Associate, Director of Landscape Architecture

#### SUMMARY OF QUALIFICATIONS

Ms. Cook-Weedon leads the Landscape Architectural staff, has more than 25 years of landscape architectural experience with demonstrated strengths in creative design, graphic presentations, and planting design. She has successfully completed numerous large-scale projects, which encompassed design studies, planting designs, and the various interrelated professions and tasks necessary to manage the projects through to completion.

#### **PROJECT EXPERIENCE**

City of Weston Landscape Code and Tree Preservation Ordinance, Weston, Florida.

Landscape Architect; The City's new code was written to maintain the level of landscape excellence that Arvida had included for the City of Weston. The City standard for new development had to not only address the current industry standards for the planting grades, water conservation techniques, and pruning standards, but also had to require an upgraded level of lush planting. The City's Tree Preservation Ordinance was written to preserve the large canopy trees throughout the expansive berms in the City. The unique wetlands and natural areas which were inherent to the City of Weston was protected as conservation areas. Codification of the buffer requirements, Street Tree varieties and sizes were included to maintain the aesthetics of the Town. Graphic illustrations were developed to aid in the understanding of the code requirements.

**Town of Palm Beach, Palm Beach, Florida.** Landscape Architect; The review of the current code was provided and the current industry standards for the planting grades, water conservation techniques, and pruning standards were addressed. The revisions to the Town's code also included revisions to the Tree Preservation Ordinance and the Natural Areas within the jurisdiction. Codification of the buffer requirements, Street Tree varieties and sizes were included to improve the aesthetics of the Town. Graphic illustrations were developed to aid in the code re-write to better explain the new text modifications.

**Shops at Pembroke Gardens, Pembroke Pines, Florida.** Landscape Architect; Design guidelines were developed to describe the unique characteristics of the street scape design for this lifestyle center in Pembroke Pines. These Guidelines addressed the streetscape dimensions, and the landscape and engineering design for a lifestyle center focused on enhancing pedestrians' experiences through ample sidewalks, furnishings, plazas and water features. The design guidelines were used as the code requirements for this special shopping mall which has been a tremendous success for the South Florida public.

**Cobblestone, Pembroke Pines, Florida.** Landscape Architect; Design guidelines were developed for this Traditional Neighborhood Design which was a new concept for the Planning staff at the City of Pembroke Pines. The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements, design guidelines and recreational trails.

#### **EDUCATION**

B.S. Landscape Architecture, Texas A&M University, College Station,1987

#### PROFESSIONAL REGISTRATION

Registered Professional Landscape Architect, State of Florida No. 0001328

#### PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architects, Miami Section Chair, 1997-1998

Broward Section Chair, 2003-2004

State Conference Sponsorship Chair, 2003

ASLA Executive Committee, 2004-2007

Magic of Landscapes Board Member, 2006-2007



#### Tammy Cook-Weedon, Page 2

**Villas at Harbor Isles, Dania Beach, Florida.** Landscape Architect; The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. The project made a grade emphasis to build connections and add densities appropriate to its location adjacent to the Fort Lauderdale/Hollywood International Airport Tri-RAIL station at Dania Beach.

**Paloma Lakes, Coconut Creek, Florida.** Landscape Architect; The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements, design guidelines and recreational trails.

**Siena, Hollywood, Florida.** Landscape Architect; The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements and recreational trails.

**Cimarron, Davie, Florida.** Landscape Architect; The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements and recreational trails.


# **Gianno Antonio Feoli** Landscape & Urban Design, Branding

## SUMMARY OF QUALIFICATIONS

Mr. Feoli leads the landscape department in creative design strategies. His specialties include urban design, contextual analysis and branding. He also leads CGA's master planning, community participation efforts and graphics communication services. His specific strengths lie in park design, streetscapes and urban interventions, and form-based urban design and planning.

### **PROJECT EXPERIENCE**

**Tamarac Redevelopment Study, Tamarac, Florida.** Urban Designer; Developed redevelopment scenarios based on real estate research and recommended form-based design parameters and drafted zoning verbiage for future adoption by the city. The study sought to establish land use distribution, massing and volumetric recommendations, architectural and programmatic design relationships sensitive to the existing context and that took advantage of the commercial and mixed-used opportunities observed.

**Miami Gardens Sign Code, Miami Gardens, Florida.** Lead Designer, Ordinance Drafter; Developed the ordinance for a sign code regulating the form, size, font and design parameters for all signs within the city, determined by their relationship to the city's different hierarchies of thoroughfares and vehicular corridors.

**Sunny Isles Beach Town Center, Sunny Isles Beach, Florida.** Lead Designer, Ordinance Drafter, Graphic Artist; Urban design and ordinance drafting for the Town Center District Overlay, ensuring that building scale and massing were sensitive to surrounding context, encouraging a walkable, pedestrian environment that activated commercial uses strategically planned for new streetscape conditions.

**Town-Wide Design Guidelines, Surfside, Florida.** Lead Urban Designer, Ordinance Drafter; Designed guidelines for all areas of the town, with particular attention to the preservation of high-quality, context- sensitive design in the residential areas.

**US441/SR7 Design Guidelines, West Park, Florida.** Lead Urban Designer; Created guidelines for the Transit Oriented Corridor District to guide the types of development patterns and qualities that are sought by the City in this important roadway corridor. The design guidelines melded standards for access and open space distribution, parking location and treatment, architectural treatments and finishes, landscape and quality-giving encouragements, as well as sustainability standards.

**Village-wide Beautification Master Plan, Indian Creek Village, Florida.** Project Manager, Lead Designer; Developed a village-wide Beautification Master Plan consisting of new entry features, increased planting areas, streetscapes, street-end improvements, traffic calming, lighting, specialty paving and historically sensitive designs.

**Miami Gardens Town Center, Miami Gardens, Florida.** Project Manager, Lead Designer, Ordinance Drafter; Created transit-oriented development and town center design for over 100 acres of derelict and underutilized urban contiguous areas in preparation for the mass-transit MetroRail expansion and its new station scheduled for the site. Developed planning and design standards and ordinances that allowed for balanced densities to support the public transit system and a new commercially viable, walkable community.

**Doral Boulevard Beautification Master Plan, Doral, Florida.** Lead Urban Designer, Workshop Facilitator; Streetscape and urban design for a four-mile stretch of Doral Boulevard, creating planning zones, access management design recommendations, signage and gateway features, stipulating architectural relationships to improved sidewalk design and parking design recommendations.

#### EDUCATION

Master of Landscape Architecture Florida International University School of Architecture Miami, Florida

B.A., Architectural Studies Florida International University School of Architecture Miami, Florida

PROFESSIONAL REGISTRATION American Society of Landscape Architects

American Institute of Architects

Urban Environment League



# Gianno Antonio Feoli, Page 2

**Palms Spring North Visioning Charrette, Palms Spring North, Florida.** Charrette Organizer; Coordinated and participated in a community visioning charrette for the Palms Spring North neighborhood of Miami-Dade County. The result was community consensus and design alternatives to improve traffic and transit, connectivity, walkability and better use of open space with recreational and passive activities.

**Rock Pit 77 Park Master Plan, South Dade, Florida.** Project Manager, Lead Designer; Developed master plan of a neighborhood park with a nature trail, basketball court, native educational component, preserve area, playground structure and shelter.

**South Dade Greenways Charrette, South Dade, Florida.** Charrette Organizing Member and Facilitator; Moderated and participated in the organization of a design charrette that included public and private sector, as well as community, participants. The charrette was a part of the County's open space master plan with a focus on creating strategies through public outreach for better connecting people with their surrounding open space resources.

**Sunny Isles Beach Town Center, Sunny Isles Beach, Florida.** Lead Designer, Ordinance Drafter, Graphic Artist; Urban design and ordinance drafting for the Town Center District Overlay, ensuring that building scale and massing were sensitive to surrounding context, encouraging a walkable, pedestrian environment that activated commercial uses strategically planned for new streetscape conditions.



## **Hector Perez** Associate, Director of Data Technologies & Development

## SUMMARY OF QUALIFICATIONS

Mr. Perez has 17 years of experience in the field of technology with 14 of these years focused on GIS technology and its applications. Mr. Perez manages the developmental procedures for all projects within the Data Technologies and Development Department at CGA. His responsibilities fall within the disciplines of GIS, Application Development, INKforce and web development. He also manages all Information Technology related projects at a corporate-wide level in addition to client related IT implementations. He provided overall Project Management for GIS projects involving data development, data conversion and data collection for Monroe County and the City of Miramar, Lauderhill, Weston, Lauderdale Lakes and Greenacres. He is responsible for the implementation of full-scale GIS for the Florida cities of Weston, Sunny Isles Beach, and the South Broward Drainage District. Prior to joining CGA, Mr. Perez played a vital role during the inception of GIS at the Broward County Property Appraiser's Office GIS Department. He developed many phases of the data conversion process and integration of GIS standards for the Broward County parcel base map.

As Associate of Data Technologies and Development, Mr. Perez is responsible for all ongoing management of daily IT activities within CGA and outside clients. His duties include full responsibility and accountability of all hardware and software implementations and integrations into the existing production environment. Responsibilities are for planning new migrations of existing network environments (hardware and software) and managing all deployments. He is ultimately accountable for all IT purchases and all recommendations on system upgrades. Oversees IT staff on all corporate and client based objectives.

His responsibilities also include INKforce software development at a Project Management level and services each implementation as the day-to-day project manager for the entire life cycle of the project (as described below).

Other responsibilities include management for all aspects of software and application development, which includes the inception, management and deployment of INKforce<sup>™</sup>, Exceptional Software Solutions. He plays an integral part in all aspects of marketing and business strategies of all INKforce<sup>™</sup> software modules, including Code Enforcement Tracking, Building and Permitting Tracking and Fire Inspection Tracking. He oversees and manages all INKforce<sup>™</sup> Sales staff, Software Engineers and Application Developers.

#### **PROJECT EXPERIENCE**

#### **GIS (Geographic Information Systems)**

• **Project Lead / Miramar Utilities Conversion** – Project Lead for development of GIS pavement data into GIS. All paved roadways were digitized from aerials imagery All datasets were used in the City's pavement inventory asset management system. The project also included the creation of all easements, platted boundaries, utilities conversion for the pilot area, and web-based GIS enabled Document Management System to retrieve as-built drawings. Responsible for completing project on time and within budget.

#### **EDUCATION**

B.S. Technical Mgmt, Devry University, Miramar, FL, October 2009

Geographic Information Systems Program Ferris State University

Courses in Math for Mappers, Public Land Survey Systems, and Interpretation of Legal Descriptions, FL Association of Cadastral Mappers

Undergraduate Courses in Architecture Broward Community College, FL

Undergraduate Courses in Engineering Miami-Dade Community College, FL



## **Hector Perez, Page 2**

- **Project Manager / Asset Inventory, Cutler Bay, Florida.** Completed a storm water utility infrastructure Inventory from the ground up for the Town. The Town contracted CGA to locate storm water utility structures using tradition surveying methodology. The information collected in the field was converted and imported into GIS data layers. CGA also coordinated with the [insert client here]'s contractor to have each structure cleaned. Additional data was collected as each structure was cleaned by the Town's contractor and CGA included these attributes in the data as well. The data was delivered to the Town as usable electronic map exhibits and GIS data layers. This project was completed under budget and within the allowable time frame.
- **Project Manager / GIS Implementation, Weston, Florida.** Project involves developing, updating, and maintaining all GIS coverages for the City. The coverages include, but are not limited to, City boundary, parcel base map, streets, addresses, utilities (water, sewer, and storm drainage), residential commission districts, business locations, parks, school boundaries, refuse pick-up, etc. CGA implemented these coverages into an interactive GIS Map Service that is accessible through the City's official web site. Also provide general mapping and GIS support to City staff.
- GIS Coordinator / Developed Survey Quality Parcel Base Map for Broward County Property Appraiser's Office, Lauderhill, Florida. Developed parcel line information detailed to the lot level. All recorded plats, metes and bounds descriptions and condominium parcels were entered using coordinate geometry to create a base map that was accurate within +/- .5 feet. The final product was delivered in an ArcINFO format and was appended to the Broward County Property Appraiser's GIS parcel base map.
- **Project Manager / Lauderhill Storm Water** Project Manager responsible for aspects of this project. Project involved conversion of all existing AutoCAD storm water data into several GIS datasets. All data were attributed from the as-built hardcopy drawings. Global Positioning System (GPS) was used to locate outfalls. The final product includes attributed catch basins, drain pipes, manholes, retention areas, and outfalls.
- **Project Director / Weston Sign Inventory** Served Liaison and Project Manager accountable for entire project. Assisted in coordination of data collection with field personnel. Responsible meeting all time lines and budgetary constraints. Ensured all deliverables met client expectations.
- **Project Director / City of Greenacres Street Sign Inventory** Served Liaison between City staff and GIS specialist. Assisted in data conversion process Responsible meeting all time lines and budgetary constraints. Ensured all deliverables met client expectations. Presented final product to client.
- **Project Manager / Weston Sewer Atlas Book** Served as GIS Coordinator on this project. Developed project methodology and standards while adhering to client expectations. Project included development and creation a Sewer Atlas Book and GIS data from the City's sewer as-built drawings.
- **Project Director / GIS Data Development, South Broward Drainage District, Florida.** Project involves developing and updating all GIS coverages for a 72-square-mile area. Data layers include, but are not limited to, parcel base map, easements, lakes, canals, lake interconnects, pump stations and staff gauges.
- **Project Manager / GIS Data Development, Monroe County, Florida.** Coordinated CGA staff, Monroe County staff and ESRI technical consultant from the development of a Zoning Geodatabase through the implementation of an interface to maintenance of the Zoning layer.
- **Project Director / GIS Data Development, Sunny Isles Beach, Florida.** Project involves developing, updating, and maintaining all GIS data layers for the City. The data layers currently include, but are not limited to, City boundary, parcel base map, streets, zoning, land use and FEMA. CGA is currently implementing these data into an interactive GIS Map Service that is accessible through the City's official web site. CGA is also providing general mapping and GIS support and training to City staff.



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# Sandra Lee, AICP CEP, LEED AP BC+D, CFM Director, Environmental

## SUMMARY OF QUALIFICATIONS

Ms. Lee has 20 years of professional experience and directs CGA's Environmental Department coordinating our regulatory permitting, environmental planning, site assessment, resource management and environmental technical support services. Before joining CGA, Ms. Lee was a Biologist with the Growth Management Division of Monroe County. During the three years that CGA provided planning and zoning services for the newly incorporated City of Marathon, she lived full-time in the Florida Keys and was responsible initially for all the environmental planning for the City of Marathon and subsequently for a full range of planning services for the City. Prior to relocating to Fort Lauderdale, Ms. Lee was a resident of the Florida Keys for 10 years where she became very familiar with the environmental sensitivities regarding the flora, fauna, land and special government programs governing and protecting the 160-mile string of coral islands making up the Keys, a designated area of critical State concern. In general, Ms. Lee:

- Provides technical support, environmental resource management, environmental planning and sustainable development services to public and private entities
- Provides permitting services to obtain environmental resources permits at the local, state and federal level
- Coordinates interagency and multi-disciplinary team efforts
- Provides most feasible development and mitigation options, and the probable costs for mitigation options
- Prepares Coastal and Conservation Elements for Comprehensive plans, coordinates on Comprehensive Plan Evaluation and Appraisal Reports (EAR) and EAR based amendments
- Designs wetland mitigation plans, provides bidding and construction oversight services for the construction and installation of mitigation and natural areas
- Manages the compliance monitoring on over 2,000 acres of constructed wetlands and administers the maintenance contract on over 2,000 acres of created and enhanced wetlands
- Conducts and manages field staff conducting wetland, wildlife and habitat assessments, imperiled species surveys, mitigation compliance monitoring reporting, and tree surveys

#### **COMPREHENSIVE PLANNING**

Fort Pierce: Provided the re-write of their Coastal and Conservation Elements.

**Parkland:** Completed an extensive update of their Comprehensive Plan Conservation Element.

**West Park and Loxahatchee Groves:** Produced the Conservation Elements for their new Comprehensive Plans after incorporation of these Towns.

**Martin County, St. Lucie County, Malabar, Surfside, Pahokee and Weston:** Worked on their Comprehensive Plan Evaluation and Appraisal Reports (EAR).

**Weston, Parkland, Surfside, Hollywood, Pahokee, Malabar and Port St. Lucie:** Worked on their EAR and the EAR based amendments to their Comprehensive Plans.

**Marathon:** Worked extensively on the first draft of the City of Marathon's Comprehensive Plan.

#### **EDUCATION**

M.A. Biology/Ecology, Magna Cum Laude St. Cloud State University, Minnesota

B.A. Biology/Botany, Magna Cum Laude St. Cloud State University, Minnesota

PROFESSIONAL REGISTRATION

American Institute of Certified Planners No. 018627

Green Building Certification Institute LEED A.P. BD+C NO. 10215598

Association of State Floodplain Managers CFM No. US-07579

Florida DEP Qualified Stormwater Management Inspector No. 5889



# Sandra Lee, Page 2

## **MUNICIPAL EXPERIENCE**

**Environmental Management, City of Weston:** Responsible for the environmental resource management and environmental planning services to the City and the administration of the maintenance contracts on over 2,000 acres of created and enhanced wetlands.

**Land Clearing Review, Loxahatchee Groves:** On behalf of the Town reviewed and issued the land clearing permit for a 15+ acre religious facility on Pineland habitat, developed the tree mitigation plan, developed the performance guarantee estimate, conducted the site inspections to ensure compliance to the issued permit, and final permit close-out.

**Environmental Planning, City of Marathon:** During the three years that CGA provided planning and zoning services for the newly incorporated City of Marathon, Ms. Lee lived full-time in the Florida Keys and was responsible initially for all the environmental planning for the City of Marathon and subsequently for a full range of planning services for the City. Ms. Lee worked closely with the City Administration, Code Compliance and Building Department to provide seamless, efficient services to the community. She reviewed and processed all applications for commercial and residential development, implemented the local 'Rate of Growth' residential allocation system, reviewed and processed specialized planning functions such as variances, conditional uses, FLUM, zoning and text amendments; and prepared all necessary staff reports and public notices gaining in depth experience in implementing:

- Heightened habitat, wetland and shoreline protection measures;
- Transfer of development rights to protect sensitive habitat;
- Coastal protection measures;
- Habitat Open Space overlays to protect sensitive habitat; and
- Rate of Growth measures

**Code Review, Town of Palm Beach.** Requested by the Town to review the Town's Ocean Vista zoning requirements and the State laws relative to the regulations for trimming vegetation on beach dunes to identify inconsistencies and to make recommendations to the Town to achieve consistency with the State regulations.

**Community Rating System Certification, City of Weston and Pembroke Pines.** Compiled and submitted the annual certification documents to FEMA for the CRS participation in the NFIP. Obtained an upgraded CRS score for the City of Weston.

**NPDES annual Reporting, Town of Surfside, the City of Sunny Isles Beach and Pembroke Pines.** Compiled and submitted the annual MS4 reporting documents for the Town of Surfside, the City of Sunny Isles Beach and Pembroke Pines.

#### **PROFESSIONAL ORGANIZATION ACTIVITIES**

Ms. Lee currently serves as the President of Board of Directors of the South Florida Chapter of the U.S. Green Building Council and actively participates in the Chapter activities and educational programs. Throughout 2009 she served on the Greenhouse Gas Reduction Subcommittee of the Broward County Climate Change Task Force and participated in the Built Environment working group. Ms. Lee is also actively involved with and currently serves as a Board officer for the South Florida Association of Environmental Professionals.



# **Jenna Martinetti, PE** Senior Project Manager

## SUMMARY OF QUALIFICATIONS

Ms. Martinetti has nine years of engineering experience and has worked on projects from inception to project close out including supporting documents and coordination between all involved parties. Ms. Martinetti is project manager for projects within the City of Dania Beach and City of Hallandale Beach related to water, wastewater, and stormwater infrastructure improvement projects. Her project management experience includes design of water mains, sewage force mains, lift stations, fuel station, site design and stormwater projects as well as permitting, preparation of specifications and bidding documents, engineering during construction and project close-out. She also assists in grant writing and supporting documentation for FDEP and FEMA grant applications and is familiar with FEMA's latest benefit cost analysis software.

In addition, Ms. Martinetti's highway design experience includes design for milling and resurfacing, widening, reconstruction, safety improvement projects, ADA upgrades and compliance, drainage improvements, signing and pavement markings, traffic control plans, and storm water pollution prevention control plans. Her experience also includes utility coordination, participation in the quality control process, electronic delivery, and local agency program (LAP) coordination.

#### **PROJECT EXPERIENCE**

### **Stormwater Projects:**

Hallandale Beach NE Quadrant Drainage Improvements, Hallandale Beach, FL. Project Manager for the rehabilitation of the drainage system within the City of Hallandale Beach's NE Quadrant. The project includes modifications and additions to the existing collection system, the installation of two new pumping stations, storm water force mains and injection wells, and relocation of existing utilities in conflict. The sixteen new wells will be pressurized with fifteen (15) feet of head in order to produce the necessary discharge into the G3 aquifer. FDEP and the Broward County Environmental Resource Department and FDEP have permitted the project. Permitting, bidding and award, engineering during construction, construction services and project close out are also included. This project is funded entirely by FEMA HMGP grant funds. 2010-2012, Project Manager, *Client/Reference: City of Hallandale Beach, Richard Labinsky, PE. (954) 457-3042.* 

**Basin 5 Stormwater Master Plan, Dania Beach, FL.** Ms. Martinetti is project manager for design and permitting for the improvements contained in the recommendation of the Storm Water Master Plan of Basin 5. The proposed drainage improvements consist of four duplexpumpstations, more than 20,000 linear feet of higher capacity storm sewer to improve storm water conveyance, more efficient discharge outfall systems and exfiltration trenches to improve area water quality. The retrofitted drainage system within the Basin 5 drainage areas attenuates the storm water runoff and reduces the frequency and duration of flooding. 2009-2012, *Project Manager, Client/ Reference: City of Dania Beach, Dominic F. Orlando, PE. (954) 924-3740.* 

## **Site Design Projects:**

**Dania Cove Park Improvements, Dania Beach, FL** Project manager for the design and installation of park improvements including a pedestrian pathway, 2 picnic pavilions, benches, picnic tables, educational and entrance signage, and trash receptacles for Dania Cove, aka Fuzzy Bunny Park, in Dania Beach. The city needed design, permitting and construction completed in 13 months in order to meet the deadline for two separate grants funding the project. The project also included shoreline restoration using sheet pile wall,

#### **EDUCATION**

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

# PROFESSIONAL REGISTRATION

Registered Professional Engineer, State of Florida No. 69035

PROFESSIONAL ASSOCIATION American Society of Civil Engineers

Florida Engineering Society

National Society of Professional Engineers

Greater Hollywood Chamber of Commerce, Board of Directors Executive Committee

Greater Dania Beach Chamber of Commerce Active member

#### **CERTIFICATIONS**

Advanced Work Zone Traffic Control

FICE/FDOT Roadway Design Training Expo

Local Agency Program & Florida Highway Administration Certification and Recertification CBT

FDEP Stormwater, Erosion Control & Sedimentation



# Jenna Martinetti, Page 2

environmental and stormwater permitting, site grading, grant administration, and landscaping improvements. The project was completed in time for the City to receive the entire grant funding available for reimbursement. 2010-2012, Project Manager, *Client/Reference: City of Dania Beach, Mark Felicetty, Director of Parks and Rec. (954) 924-6800* 

**Water Main and Force Main Subaqueous Crossing of the Dania Cut-off Canal, Dania Beach, Florida:** Project manager and EOR for the replacement of the existing water and sewage force mains under the Dania Cut-off Canal via horizontal directional drill to accommodate the proposed dredging of the canal. Also included is the replacement of an additional 1200 LF of the existing mains on NE 7th Avenue up to NE 10th St. to accommodate the future airport expansion and NE 10th St. extension projects. 2010-2012, Project Manager, *Client/Reference: City of Dania Beach, Dominic F. Orlando, PE. (954) 924-3740.* 



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## **George R. Keller, Jr.** Senior Vice President, Governmental Services

## SUMMARY OF QUALIFICATIONS

Mr. Keller is a Senior Vice-President with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Senior Vice-President of Governmental Services, he is responsible for acquiring, developing, and managing a variety of public agency contracts, government relations, special projects, consulting services; as well as professional and business development. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of a variety of special government districts throughout the state of Florida. Mr. Keller also served for twenty-seven years in a wide range of senior public administrator roles in municipal, county and regional government, in the State of Florida.

#### **AREAS OF EXPERIENCE**

#### **Contract Governmental Services**

Mr. Keller is responsible for the overall management and development of CGA's Governmental Services, serving since 2005. Contract Governmental Services provide public entities with options and alternatives to needed essential services, for the jurisdiction's constituents. The application of sound business practices, raised performance expectations, "in-house" developed technology, customer service training, and experienced "hands on" managers; delivers enhanced service levels at decreased operating costs. CGA's Contract Governmental Services are tailored and scaled to the needs of the client, eliminating waste and duplication; including hourly, by project, and long-term operations. CGA's Contract Governmental Services include Municipal Code Enforcement, Building Code Services, Finance and Administration, Wind Mitigation Inspections, Project Management, Grants Administration, and Consulting Services, amongst others.

#### Administration

Mr. Keller served as a senior member of Broward County's (\$2.5 billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department (\$88 million budget/900 employees). Departmental operations included Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He also served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Government Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration, he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for Growth Management, Economic Development, Annexation, Engineering, Public Works, the Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

## EDUCATION

Master of Arts, with Teaching Certification

Urban Geography/Urban and Regional Planning University of Florida, Gainesville, Florida, 1978

Bachelor of Science Urban Geography w/Honors University of Florida Gainesville, Florida, 1976

Nova Southeastern University Law School Coursework, 1996

Florida Real Estate License (Inactive)

Florida Real Estate Appraisal Coursework

Professional Development Seminars/Continuing Education

PROFESSIONAL MEMBERSHIPS AICP (former)

#### PROFESSIONAL ASSOCIATIONS

International City/County Manager's Association, 20 Year Service Award

Hollywood Housing Authority, Board of Commissioners, 1994-1997



# George R. Keller, Page 2

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies, private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media

## **Planning and Research**

Mr. Keller has completed extensive research and projection of census data applied in developing funding proposals and targeting areas of benefit. Random sample surveying of populations to determine demographic bases, housing conditions and economic data. Development of statistical basis for multi-year plan of neighborhood redevelopment and housing assistance. Assessment of land use, development patterns, population trends, and services required.

Conducted site selection and property acquisition involved in the development of new housing and capital improvements. Developed and updated computerized mapping and databases for various urban areas in Florida. Databases are utilized in assimilating census information and increasing efficiency of service delivery systems.

## HONORS

- ICMA 20 Year Service Award
- American Institute of Certified Planners (former)
- Meritorious Service Award, City of Hollywood, 1999
- 1990 Price Waterhouse/South Florida Business Journal "Up and Comers" Award
- Leadership Hollywood Program Graduate
- Hollywood Education Civic Institute Graduate
- The Hollywood Historical Society, Inc. Lifetime Member



## Norman Bruhn Building Official

## **PROJECT EXPERIENCE**

## Miami Shores Village - Miami Shores, Florida

• Building Official, Building Chief Inspector, and Building Plans Examiner Job duties include municipal inspections, plan review, and all building official duties. I am responsible for all means and method of building department operations. Village Manager Tom Benton (9/08 - present)

## Calvin, Giordano & Associates, Inc - Fort Lauderdale, Florida

• Building Official/Building Director and Chief Structural Inspector (Town of Surfside)(A.B. City of West Park) B.O. (8/07 - present)

## Capri Engineering - Sunrise, Florida

• Senior Inspector/Plans Examiner. Job duties included municipal inspection and plan review for several Broward cities, plan review for private provider services and threshold inspections. (4/06 - 4/07)

## City of Cooper City - Cooper City, Florida

• Assistant Building Official/Chief Structural Inspector. Job duties include supervision of inspectors and plan reviewers. Performance of administrative tasks including the issuing of Certificate of Occupancy as required by the F. B.C. Supervisor Peter Bueadoin, B.O. (7/02 - 3/06) (4/07- 8/07)

## Town of Davie - Davie, Florida

• Building Inspector for structural aspects of new construction, alterations and additions of all types of construction. Job duties include performing all inspections required by the S.F.B.C. including F.A.C. Supervisor Brian Dillon, Chief. (12/00-7/02)

## City of Coral Springs - Coral Springs, Florida

• Build ing Inspector for structural aspects of new construction, alterations and additions of all types of construction. Job duties include performing all inspections required by the S.F.B.C. including F.A.C. Supervisor Bill Dumbaugh, B.O. (10/98 - 12/00)

## Norcot, Inc. - Port St. Lucie, Florida

• Project supervisor in charge of entire jobs from sales, bidding scheduling, and completion. Type of work was small residential remodels (kitchens, baths, room additions). 50% owner (1 0/93- 8/97)

## B & D Structures, Inc. - North Miami Beach, Florida

• Structural supervisor for concrete forming crew with 5 to 15 men in my direct supervision. Job duties included all layout, material ordering, scheduling concrete/ pumps, and forming. Supervisor Bob Dean, owner. (1/93 -10/93)

## **Rogers & Ford Construction - Boynton Beach, Florida**

• Assistant supervisor with 2 to 20 men in my direct supervision. Job duties included layout and supervising production. Projects included Club and facilities at Weston, Publix food store & plaza at Weston, and solid waste transfer station. Supervisor was Greg Ringaman, superintendent. (2/89 - 2/91)

## North South Construction / Ocean Properties Limited - Boynton Beach, Florida

- Assistant superintendent traveling to 5 states building Marriott Hotels. Supervisor Bill Walsh, owner.
  - (1/85 2/89)

## EDUCATION

Associates Degree, Santa Fe Community College

#### PROFESSIONAL LICENSES

Florida State Certified General Contractor CG-C057387

Florida State Certified Roofing Contractor CCC-1329044

Florida State Certified Structural Inspector BN-3525

Florida State Certified Plans Examiner PX-1809

Florida State Building Code Administrator BU-1346



# **Peter A. Beaudoin** *Mechanical - Plumbing Plans Examiner*

## **PROJECT EXPERIENCE**

### 2007-Present: Chief Mechanical Inspector / Plumbing plans Examiner

- Review construction Plans in the Mechanical and Plumbing disciplines for conformity to the Florida Building Code as well as local agencies requirements. Assist the contractors, engineers and architects as well as owner builders with corrections and interpretations
- Performed field inspections in both disciplines when code violations were observed correction notices were issued and follow up inspections were performed for compliance
- Supervised one field inspector and part time will call inspectors when needed and in the absence of the Building official I assumed the full responsibilities including issuing certificates of occupancies

# 1993-2007: Building Official Chief Mechanical / Chief Plumbing Inspector, City of Cooper City, Florida

- In September 1993 this was an entry level inspector's position. I performed field inspections for compliance to the South Florida Building code under the supervision of the Building Official and Chief Mechanical Inspector Doval Sallustio. I qualified for and received my Plumbers certification through the Broward County Board of Rules and Appeals and performed field inspections for compliance to the South Florida Building Code as well as the health department and utilities and local agencies again under the direction of Mr. Sallustio
- I qualified and received the Standard plans examiners license from the Department of Business and Professional Regulation for the Mechanical and Plumbing disciplines.
- I reviewed construction plans for the conformity to the South Florida Building as well as the new Florida Building Codes
- September 1998 I was promoted to Chief Mechanical and Plumbing Inspector
- November 2005 I was promoted and assumed the duties of the Building official
- My duties included over seeing a department with 8 employees administrating the department budget employee evaluations, attending commission meetings and issuing Certificates of occupancies and also performed Mechanical/Plumbing plans review and Inspections

# 1985-2006: Mechanical Superintendent, Ivey Mechanical Contractors, Nashville, Tennessee

• Over saw the installation of sheet metal duct work, chillers, air-handlers, steam and chill water piping systems in various hospitals in Broward County Including Coral Springs Medical Center, Hollywood Memorial, University Hospital in Tamarac Florida and Northwest Regional Medical Center in Margate Florida

## 1972-1979: Gordon F. Merrick Oil Company, Plaistow, New Hampshire

• Assist in the installation of boilers and forced hot air furnaces, threaded steel pipe for oil storage tanks.

#### LICENSES

Plumbing State of Florida Contractors CFC039969 (inactive)

Broward County Board of Rules and Appeals Mechanical Plans Examiner / Inspector

Broward County Board of Rules and Appeals Plumbing Plans Examiner/ Inspector

Department of Business and Professional Regulation Building Code Administrator BU1065

Department of Business and Professional Regulation Standard Plans Examiner PX980

Department of Business and professional Regulation) Standard Inspector (BN273



# **Kevin J. Donovan** *Chief Structural Plans Examiner & Inspector*

## SUMMARY OF QUALIFICATIONS

Mr. Donovan is a professional inspector with knowledge and experience in all phases and types of the construction process. He has experience in all phases of architectural and engineering design, permitting, inspection and construction services and insurance claim management.

## **EXPERIENCE**

<b>Calvin, Giordano and Associates, Inc.</b> Chief Structural Plans Examiner & Inspector	Present
<b>City of Coconut Creek</b> Structural Building Inspector and Structural Plans Examiner	2011 - 2014
<b>Symmetrical Stair Company, Pompano Beach</b> General Manager	2009 - 2010
Cartaya & Associates Architects Construction Project Manager	2008
<b>Calvin, Giordano &amp; Associates, Inc.</b> Structural Building Inspector and Structural Plans Examiner	2006 - 2007
Independent Insurance Adjuster, State of Florida	2004 – Current
<b>City of Tamarac and City of Cooper City</b> Structural Building Inspector and Structural Plans Examiner	2004
<b>City of Lauderdale Lakes</b> Building Official, Chief Structural Building Inspector	2002 - 2004
<b>Gordon Homes, Boca Raton</b> Construction Project Manager, Commercial and Waterfront Division	2000 - 2001
<b>City of Coral Springs 1992 – 2000</b> Structural Building Inspector and Structural Plans Examiner	

**EDUCATION** Associate of Arts, Architecture University of Florida

Bachelor of Arts, Enterprise Economics, Florida Atlantic University

#### PROFESSIONAL LICENSES

LICENSES Certified General Contractor Structural Building Inspector Structural Plan Examiner Insurance Adjuster Insurance Umpire



# Salvatore Ted Licitra Chief Electrical Inspector

## SUMMARY OF QUALIFICATIONS

Mr. Licitra has more than 20 years of experience as an electrical inspector. Responsibilities include electrical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code and the National Electric Code within the jurisdiction of the Broward County Board of Rules and Appeal.

## **PROJECT EXPERIENCE**

## 2007-Present: Chief Electrical Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL

- Chief Electrical Inspector at Pembroke Pines and West Park; review and approve all commercial, residential, pools, and industrial plans for permit approval
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code

## 2006-2007: Chief Electrical Inspector, Capri Engineering, West Palm Beach, FL

- Major projects inspected included Marina Grande 264 units, Condominium Twin Tower, 26 Story high rise building in Riviera Beach
- Performed all the electrical rough inspections and finals on this project
- Inspected all the units and common areas including fire pumps, boilers, roof top A/C units and main electrical rooms
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code

## 1985-2006: Chief Electrical Inspector/Plans Examiner/Supervisor, Broward County, Fort Lauderdale, FL

- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code
- Supervised inspectors and plans examiners for all inspections and plan reviews
- Reviewed and approved electrical plans for permit approval
- Major projects included renovations and new terminals for the Fort Lauderdale-Hollywood International Airport, the rental car facility, 8-story parking garage, rental car facility that included parking on all levels including 64 gasoline dispensers on the bottom level, resource recovery plants

## 1969-1985: Journeyman Wireman, IBEW Local Union, Hollywood, FL

• Installed various electrical work for residential, commercial and industrial projects.

#### LICENSES

Department of Business and Professional, Master Electrician, EC000228

Department of Business and Professional Standard Plans Examiner, PX169, 2005

Department of Business and Professional Standard Inspector, BN361, 2005

Certified by Broward County Board of Rules and Appeals

#### PROFESSIONAL ASSOCIATIONS

Member of the Board of Directors International Association of Electrical Inspectors



# C. STAFF AVAILABILITY

CGA has been able to accommodate its workload, while keeping our mantra of personalized attention combined with responsive solutions for each and every client. Additionally, CGA has the experience and inhouse resources to seamlessly cover almost any eventuality that is encountered. The graph below outlines our current and anticipated workloads for availability of our CGA team members.



### Workload of Our Key Team Members



Workload of Our Key Team Members Current Workload Availability



# SECTION 6 proposer's fee statement

Each task requested by the City will have an agreed upon scope and fee based on the attached fee schedule. Since we are located in the City of Hollywood, there will be no reimbursements requested for travel or per diem expenses nor will there be any charges for incidental expenses. Charges related to Public Outreach Services such as notices, advertising, flyer's, etc. would be included as part of the work authorizations for those tasks. Any additional work requested beyond the original scope outlined in the specific work authorization will be submitted for approval as an additional services request.



#### **PROFESSIONAL FEES**

	Calvin, Giordano & Associ			
		UTIONS		
	PRO	FESSIONAL FE	E SCHEDULE	
	Principal	215.00	LANDSCAPE ARCHITECT	
	Contract Administrator	190.00	Associate, Landscape Architect	165
	Project Administrator	165.00	Senior Landscape Architect	130
	Executive Assistant / Clerical	75.00	Environmental Administrator	125
	ENGINEERING		Landscape Architect	115 105
	Associate, Engineering (VI)	190.00	Environmental Specialist Landscape CADD Technician	10:
	Director, Engineering (V)	165.00	Environmental Assistant	8
	Project Manager (IV)	145.00	Landscape Inspector/Arborist	10
	Project Engineer (III)	125.00	Landscape Designer	11
	Engineer (II)	105.00	Landscape Site Plan Reviewer	130
	Jr. Engineer (I)	100.00		
	Engineer Technician	105.00	SURVEYING	
	Senior CADD Tech Manager	115.00	Associate, Surveying	16
	CADD Technician	95.00	Senior Registered Surveyor	14
	Traffic Engineer (II)	125.00	Survey Crew	13
	Traffic Engineer (I)	100.00	Registered Surveyor	13
	Traffic Technician	90.00	Survey Coordinator	10
	Permit Administrator	90.00	CADD Technician	9
	DATA TECH DEVELOPMENT		3D Laser Scanner	35 33
Building Code Services	Associate, Data Tech Dev.	165.00	Hydrographic Survey Crew G.P.S. Survey Crew	55 15
Coastal Engineering	GIS Coordinator	145.00	Sub-meter G.P.S	13
Code Enforcement	GIS Specialist	125.00	Soft Dig (per hole)	, 48
Construction Engineering &	Multi-Media 3D Developer	115.00	Utility Locates (per hour)	20
Inspection	GIS Technician	100.00		20
Construction Services	Sr. Applications Developer	165.00	INDOOR AIR QUALITY SERVICES	
Contract Government	Applications Developer	135.00	Sr. Environmental Scientist	11
Data Technologies &	Network Administrator	155.00	Environmental Scientist	10
Development	System Support Specialist	115.00		
Emergency Management	IT Support Specialist	85.00	CONSTRUCTION	
Services			Associate, Construction	16
Engineering	GOVERNMENTAL SERVICES	100.00	Construction Management Director	13
Governmental Services	Associate, VP Director of Code Enforcement	190.00 145.00	Construction Manager	12 10
Indoor Air Quality	Director of Building Code	145.00	Senior Inspector Inspector	9
Landscape Architecture &	Project Manager	145.00	Construction Coordinator	9
Environmental Services	Grants Administrator	125.00	construction coordinator	5
Municipal Engineering	Code Enforcement Field Supervisor	110.00	EMERGENCY MANAGEMENT	
Planning	Code Enforcement Field Inspector	90.00	Director	14
Public Administration	Building Official	115.00	Planner	10
Redevelopment & Urban Design	Building Plans Reviewer	90.00	Assistant Planner	9
Renewable Energy	Building Inspector	90.00		
Resort Development	Permit Processor	75.00	PLANNING	
Surveying & Mapping			Associate, Planning	17
, , , , , , , , , , , , , , , , , , , ,	REDEVELOPMENT & URBAN DESIGN		Director of Planning	14
Transportation Planning & Traffic Engineering	Revitalization Project Director/Mana	•	Planning Administrator	13
Utility & Community	Revitalization Coordinator	130.00	Assistant Director	12
Maintenance Services	Alternative Funding/Technician	100.00	Senior Planner	12
Water Resources Management	Commercial Zoning Administrator Redevelopment Planner	130.00 105.00	Assistant Planner	9
Ŭ	Specialist/Downtown Manager	100.00	EXPERT WITNESS	
	Municipal Administrator	165.00	Principal/Associate	33
1800 Eller Drive, Suite 600	Municipal Assistant Administrator	130.00	Registered Engineer/Surveyor	28
Fort Lauderdale, FL 33316		100.00	Project Engineer	23

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Homestead

Clearwater

www.cgasolutions.com

Fort Lauderdale West Palm Beach

Port St. Lucie

Effective February 1, 2011

Jacksonville



# SECTION 7 **PROJECT TIME SCHEDULE**

#### PLANS AND PERMIT REVIEW

CGA proposes and recommends structuring the delivery of Plans and Permit Review services on a regularly scheduled basis that is agreed to in advance by the City and CGA. It is believed that this advance scheduling will benefit both the City and CGA by consistency of staffing, quality/cost control and workflow management. This approach can of course be modified from time to time as needed, and mutually agreed upon. CGA can also provide the above described professional services on an "as needed" basis, with next day service and a four hour minimum. This approach does not allow for regular scheduling, consistency of assigned personnel, and the same level of quality control as the advance agreed upon calendar, but does provide a level of flexibility and responsiveness if desired by the City. CGA staff members are equipped with company transportation, cell phones, laptops, and professional uniforms.

## FOR ALL OTHER TASKS ON A WORK-ORDER BASIS, THE FOLLOWING STEPS WILL BE UNDERTAKEN

**Initial Scoping:** Upon receiving notification of a new project from the City, Ms. Eichner will meet with the assigned City staff to determine the specific requirements of the project (or study). Shelley will then prepare an understanding of the project scope and a preliminary project time-line and budget to be provided to the City for review and approval prior to the CGA internal project "Kick-off Meeting", which will occur after the initial project award meeting between City staff and the CGA project manager.

**Personnel:** The project manager will also be responsible to identify the required and appropriate CGA team members to execute the project based on the project scope and the required expertise. The qualifications of the personnel assigned to work on each particular project will be readily available to the City staff, as a list of the project team-members and their respective roles will be included for City approval within the understanding of scope. CGA's project manager will oversee the performance of all work on the project, including that of sub-consultants.

**Controls:** CGA's team project manager will periodically review the progress of the project to assure meeting the project time-line and budget as initially approved by the City. The project manager will then update City staff of the project progress.

Regular project meetings will be held with City staff for all phases of the project. The CGA attendees present at the meetings will be dependent on the complexity and the phase of the project. These meetings will be focused on adherence to the project time-line, quality control, budget, and resolution of any outstanding issues.



# SECTION 8 city of hollywood local business tax receipt/ required forms

See below for our City of Hollywood Local Business Tax Receipt, and the following pages for all required forms.



**PRINT DATE:** 9/27/13

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION. PLEASE DO NOT REMIT ANY PAYMENT. THIS IS NOT A BILL.

Business Name: Business Location: Business Class: Tax Basis: Receipt Number: Receipt Year: Expiration Date:	CALVIN, GIORDANO & ASSOC 1800 ELLER DR ENGINEER/CIVIL SURVEYORS OVER 50 WORKERS 14 00000465 10/01/13 09/30/14	
<b>NEW CHARGES:</b> (Item Base Fee Additional Charges:	ized Below) 700.0 700.0	0

.00

700.00

.00

.00

TOTAL AMOUNT PAID: PURSUANT TO STATE LAW, THE LOCAL BUSINESS TAX IS LEVIED ON THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS.

**TOTAL NEW CHARGES:** 

Previous Balance Due:

**Penalty Amount:** 

 Supplier Response Form

 Issue Date
 City of Hollywood, Florida

 City of
 Gity of

 Hollywood
 FLORIDA

General Planning Services Solicitation # RFP-4429-14-IS

Issue Date: Closing Date: Aug 20, 2014

**Pre-Proposal Meeting Date:** 

Location: City Hall/Procurement Services Division 2600 Hollywood Boulevard, Room 303 Hollywood, Florida 33020

Please enter your password below and click Save to update your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

5



## **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at http://www.hollywoodfl.org/ConeOfSilence

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



## ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

egal Company Name (include d/b/a if applicable): Federal Tax Identification Number: 65-0013869 Calvin, Giordano & Associates, Inc.
f Corporation - Date Incorporated/Organized: June 27, 1985
State Incorporated/Organized: Florida
Company Operating Address: 1800 Eller Drive, Suite 600
City Fort Lauderdale State Florida Zip Code 33316
Remittance Address (if different from ordering address): Same as Above
City State Zip Code
Company Contact Person: Shelley Eichner, AICP Email Address: seichner@cgasolutions.com
Company's Internet Web Address: www.cgasolutions.com
T IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.
Bidder/Proposer 's Authorized Representative's Signature: Shelley Eichner Date August 14, 2014
Type or Print Name: Shelley Eichner, AICP
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/REOPOSAL NON RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLIC

DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services

BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

## City of Hollywood, Florida

## SUBMISSION

0

Response to this Bid must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City

off
A. Bid/Proposal Name: <u>General Planning Services</u> Bid/Proposal Number: <u>RFP-4429-14-IS</u> Bid/Proposal Opening Date: <u>Aug. 27, 2014, 3:00 PM</u>
Firm Name/Address: <u>Calvin, Giordano &amp; Associates, Inc.</u> <u>1800 Eller Drive, Suite 6</u> 00 Fort Lauderdale, Florida 33316
Return to:
City of Hollywood, Florida c/o: Office of City Clerk 2600 Hollywood Blvd., Rm#: 221 Hollywood, Florida 33020

Response must include one (1) original, six (6) copies and one (1) electronic copy (CD) of the entire response.

#### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibly for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

#### **Supplier Response Form**

#### Issue Date

## City of Hollywood, Florida RFP # RFP-4429-14-IS

#### **1.0 GENERAL TERMS AND CONDITIONS**

#### 1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at <u>hollywoodfl.org</u> to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

#### 1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

#### **1.3 PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes,

sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

#### **1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

#### 1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

#### **1.6 REJECTION OF PROPOSALS**

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

#### 1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

#### **1.8 PROPOSALS TO REMAIN OPEN**

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

### 1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

### 1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

## 1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

### 1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

## 1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

## 1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

## 1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined

and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

#### 1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

#### 1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

#### 1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

#### 1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a

summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

#### 1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

#### **1.21 EXAMINATION OF PROPOSAL DOCUMENTS**

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

#### 1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

#### 1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, telephone 954-921-3552.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to ISUPERVILLE@hollywoodfl.org.

#### 1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### 1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

#### 1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

#### 1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

### 1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

### 1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## 1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

## 1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

#### 1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### 1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### 1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program.

## 1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

## 1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

#### 1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

### 1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

## 1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

## 1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

## 1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

## 1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

## 1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would

continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### 1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### 1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### 1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### 1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the

City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

#### 1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

#### 1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

#### **1.52 PROPOSAL PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

#### 1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

#### 1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

#### 1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

#### 1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### 1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City

with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

#### 1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

#### 1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were
employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

#### 1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material suppler.

### **1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

- 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- 3. Cancel orders;
- 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
- 5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

- 1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
- 2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.
- All compensation pursuant to this Article is subject to audit.

### **1.63EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- 1. The Proposer has not delivered deliverables on a timely basis;
- 2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- 3. The Proposer has failed to make prompt payment to subproposers or suppliers for any dervices;
- 4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
- 5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
- 6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
- 7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

- 1. Treat such failure as a repudiation of this Agreement;
- 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### 1.64REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

# 1.65BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

# 1.66CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

# **1.67VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

### 1.68E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

### **1.69BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

### 1.70COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.



# HOLD HARMLESS AND INDEMNITY CLAUSE

Calvin, Giordano & Associates, Inc.

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature

Calvin, Giordano & Associates, Inc. Name of Company

Shelley Eichner, AICP	
Senior Vice President	
Title	

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF:	Broward	, being first duly swe	orn, deposes	and says that:

- (1) He/she is Senior Vice President of Calvin, Giordano & Associates, Jthe. Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

01 100 Signature

Calvin, Giordano & Associates, Inc. Name of Company Shelley Eichner, AICP Printed Name Senior Vice President Title

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



# SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood

By Shelley Eichner for Calvin, Giordano & Associates, Inc.

(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is 1800 Eller Drive, STE 600, Ft. Lauderdale, FL 33316

and if applicable its Federal Employer Identification Number (FEIN) is 65-0013869 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), <u>Florida Statues</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Elorida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime, or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), <u>Florida Statues</u>, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Calvin, Giordano & Associates, Inc. Name of Company Shelley Eichner, AICP Printed Name Senior Vice President Title

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



# DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - 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.
- 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 employee 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, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

VENDOR'S SIGNATURE

Calvin, Giordano & Associates, Inc.

Shelley Eichner, AICP

Senior Vice President

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



# SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use, Tangible or intangible personal property, or its use, A preferential rate or terms on a debt, loan, goods, or services, Forgiveness of indebtedness, Transportation, lodging, or parking, Food or beverage, Membership dues, Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

1021 SIGNATURE

Calvin, Giordano & Associates, Inc.

Shelley Eichner, AICP

Senior Vice President

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services



# REFERENCES

RFP-4429-14-IS General Planning Services

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:	City of Weston		
Address:	17200 Royal Palm Boulevard		
City, State, ZIP:	Weston, Florida 33326	Phone Number:	(954) 385-2000
Point of Contact:	Denise Barrett	Fax Number:	(954) 385-2010
Email:	dbarrett@westonfl.org		
Explain How This R	eferenced Work Is Similar To This	Request:	
See Attached			
Date service was p	rovided: Planning and Zoning	•	ilding Code Administration 2006

Company Name:	Town c	of Surfsic	le					
Address:	9293 H	arding A	venue	;				
City, State, ZIP:	Surfsid	e, FL 33	3154		Phone Nu	mber:	305-861-4863	
Point of Contact:	Michae	l Crotty,	Town	Manage	<sub>r</sub> Fax Numb	er:	305-993-5097	
Email:	mcrotty	@townc	ofsurfs	defl.gov				
Explain How This R	eference	d Work I	s Simila	ar To This	Request:			
See Attached								
Date service was pr	ovided:	2006 -	Preser	nt				

Company Name:	City of Hallandale Beach									
Address:	400 South Federal Hwy									
City, State, ZIP:	Hallandale Beach 33009	Phone Number:	(954) 457-2228							
Point of Contact:	Daniel Rosemond	Fax Number:	(954) 457-1342							
Email:	drosemond@hallandalebeach	fl.gov								
Explain How This R	eferenced Work Is Similar To This	s Request:								
See Attached										
Date service was p	Date service was provided: 2009 - 2010									



# **REFERENCES CONTINUED**

**Explain How This Referenced Work is Similar to This Request:** 

### **WESTON**

Similar work: CGA has served as staff for the Community Services/Planning and Zoning Department since the City incorporated in 1996. In that role, we have provided ALL services necessary to operate the department including day to day operations as well as coordinating development review, performing all site plan reviews from intake to commission presentation. We prepared the City's first comprehensive plan and subsequent EAR based amendments including the statutory require updates to the Capital Improvements Element and the Five year Water Supply plan. We have also prepared the City's land Development Regulations and have modified them many times over the years to accommodate new trends in planning. CGA staff is also responsible for the administrative component of the Building Department including performing all zoning permit reviews as well as providing Code Enforcement services.

### **Dates of Service:**

Planning and Zoning 1996 – Present Building Code Administration 2006 – Present Code Enforcement 2010 - Present **Explain How This Referenced Work is Similar to This Request:** 

### **TOWN OF SURFSIDE**

CGA staff serves as the Town Planners for this beachside town. We respond to all development questions and requests, prepare all staff reports and presentations to the Planning and Zoning Board and Town Commission and other Town Boards as requested. We have updated and modified both the Comprehensive Plan and Zoning code. In response to increased levels of development in the Town, we have developed hybrid form based codes, Mc Mansion ordinances and other development criteria and guidelines in order to balance the development pressures with the preservation of existing neighborhoods. We have also updated the zoning code and sign code in order to assist businesses in the downtown area. During that last few vears, Historic Preservation has become a focus in maintaining the integrity of Art Deco buildings while incorporating redevelopment.

### Dates of Service:

2006 - Present



Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS

**Explain How This Referenced Work is Similar to This Request:** 

### **CITY OF HALLANDALE BEACH**

CGA prepared the City of Hallandale Beach Regional Activity Center (RAC) focusing on Transit Oriented Development within the City's CRA. The impetus of the RAC was to use this land use category as a Master Plan, as a way to guide future redevelopment along a <sup>1</sup>/<sub>4</sub> mile radius from the FEC Railroad. By doing so, the City and CRA will be better suited to maximize the potential redevelopment within the RAC but most importantly being able to better manage the redevelopment occurring. After adoption of the plan amendment, CGA began developing amendments to the zoning code to implement the plan. This first new zoning district created was the Fashion Row overlay as a way to encourage live/work units and related businesses. This project involved working with neighboring cities, Broward County and extensive public involvement.

### **Dates of Service:**

2009 - 2010

5



How did you find out about this solicitation? Check all that apply.

1. www.hollywoodfl.org	
2. www.bidsync.com	
3. Daily Business Review	
4. The Miami Herald	
5.Referral/word- of mouth	Specify Source:
6.Search Engine/Internet search	
7.E-mail, newsgroup, online chat	Specify Source:
8.Banner or Link on another website	
9.Flyer, newsletter, direct mail	Specify Source:
Other	Specify Source:

Bid/RFP/RFQ Number: RFP-4429-14-IS Title: General Planning Services

Name (as shown on your income tax return)

	Calvin, Giordano & Associates, Inc.											
page 2.	Business name/disregarded entity name, if different from above											
uo	Check appropriate box for federal tax classification:	it/estate	ł	E	Exem	ptior	ns (se	e ins	struc	tions	):	
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Prin c Ins	□ Other (see instructions) ►											
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See S	City, state, and ZIP code Fort Lauderdale, FL 33316											
	List account number(s) here (optional)											
Par	t I Taxpayer Identification Number (TIN)											
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### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	Jeans & Com	Date ►	a	1-1	/	14

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments**. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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	Ft. Lauderdale, FL 33316							Ity Company		20443
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								GENERAL AGGREGATE	\$	2,000,000
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# **ACKNOWLEDGMENT OF ADDENDUM 1**

CGA is in receipt of Addendum 1 - made on August 18, 2014.