

AGREEMENT TO PROVIDE PHASE ONE DESIGN AND CONSULTING SERVICES FOR THE
ALGONQUIN SPORTS COMPLEX EXPANSION PROJECT TO THE CITY OF INDIAN HARBOUR BEACH

THIS AGREEMENT is made and entered into this 15th day of September, 2022 by and between Gale Associates, Inc. ("Consultant"), and the City of Indian Harbour Beach ("City"), a municipal corporation.

WHEREAS, the City is desirous of developing the vacant portion of Algonquin Sports Complex based on a community drive master planning process; and

WHEREAS, the Consultant is a 100-person design and consulting firm of civil/athletic and structural engineers, architects, building enclosure specialists, and aviation engineers and planners focused on the repair, renovation and adaptive reuse of existing buildings, infrastructures and sites; and

WHEREAS, the Consultant has the necessary capacity, qualifications, and licenses to provide the City with the desired services as detailed in Exhibit B (Qualification Statement submitted in response to a Request for Qualifications);

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and condition hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

The Consultant shall provide the services enumerated in Exhibit A (Phase I cost proposal dated August 12, 2022) excluding the Optional subsurface utility designation and verification. Said services are summarized as follows:

- A. Facilities Evaluation and Assessment
- B. Program Development and Site Planning
- C. Schematic Design

2. COMPENSATION

- A. The Consultant shall be paid only for actual services performed under this Agreement at the charges and reimbursable expenses as identified in Exhibit A. Total compensation, excluding reimbursable, covered under this agreement shall be \$91,176.00
- B. Payment by the City shall be pursuant to the Florida Prompt Pay Act following receipt of the proper invoice evidencing work performed, subject to the City accounting procedures.

3. TERM

This agreement shall commence on the date first written above and terminated on upon completion of the scope of work identified in Exhibit A and final payment to the Consultant, unless amended through a mutually agreed and executed change order.

4. INDEPENDENT CONTRACTOR

The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which the Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. The Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

Subject to the Consultant being fully compensated for all of its services, this Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Consultant under this Agreement ("Documents & Data"). The Consultant shall require all sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. The Consultant represents and warrants that the Consultant has the legal right to license any and all Documents & Data. The Consultant makes no such representation and warranty in regard to Documents & Data which were provided to the Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk. The City shall defend, hold harmless and indemnify the Consultant for any loss or claim suffered by the Consultant as a result of the City's unauthorized use for purposes not intended by the agreement.

6. INSURANCE

The Consultant shall be required to provide evidence of both General (Public and Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Indian Harbour Beach by companies acceptable to the City at the following minimum limits and coverages with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance: \$1,000,000.00 (The City of Indian Harbour Beach is to be named as an additional insured).

Professional Liability Insurance: \$1,000,000.00 (Design Errors and Omission).

The Consultant shall not commence any work in connection with an agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440-57, Florida Statutes.

Loss Deductible Clause

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

Workers' Compensation Insurance

The Consultant shall provide proof of exemptions from Florida's Workers' Compensation insurance coverage under Florida Law. If the Consultant at any time during the term of this agreement is no longer eligible for this exemption, the Consultant shall obtain during the life of the agreement Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Indian Harbour Beach.

Commercial Automobile Liability Insurance

The Consultant shall obtain during the life of the agreement commercial automobile coverage. This policy should name the City of Indian Harbour Beach as an additional insured, and shall protect the Consultant from claims for damage for personal injury, including accidental death, as well as claims for property damages that may arise from the use of any automobile under this

agreement whether such use be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amount of such insurance shall be the minimum limits as follows:

\$1,000,000.00 combined single limit

CERTIFICATE OF INSURANCE

A certificate of insurance form, naming the City of Indian Harbour Beach as an additional insured for CGL Commercial Auto and umbrella will be furnished by the Consultant upon notice of award. These shall be completed by the authorized resident agent and returned to the office of the buyer. The certificate shall be dated and show the following: the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

Statement that the insurer shall mail notice to the owner at least thirty (30) days prior to any cancellation of the policy.

7. INDEMNIFICATION

The Consultant agrees to defend, and shall indemnify and hold harmless the City, its agents, employees, consultants, councilmembers and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which are caused in whole or in part by the negligent operations of the Consultant or its sub-consultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. The City may make all reasonable decisions with respect to its representation in any legal proceeding. It is hereby expressly agreed that for any claims caused by the Consultant's performance of professional services; the Consultant's duty to defend shall mean solely the reimbursement of the City's costs and attorney fees to defend itself to the extent of the claims caused by the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

The Consultant shall keep records and invoices in connection with the performed under this Agreement. The Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant under this agreement. All such records and invoices shall be clearly identifiable. The Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. The Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for the period of three (3) years from the date of the final payment to the Consultant under this Agreement.

10. CONFLICT OF INTEREST CLAUSE

The City and Consultant recognize the Consultant is a firm with other clients in the area. The Consultant will attempt to reduce or prevent any conflicts; however, the Consultant will advise the City if such conflicts arise.

11. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: John W. Coffey, ICMA-CM
City Manager
City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL. 32937

To Consultant: Tony B. Robinson, RRC, BECxP, LEED®AP, ABBA
160 N. Westmonte Drive, Suite 1200
Altamonte Springs, FL 32714

12. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by the City.

13. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. TERMINATION

This Agreement may be terminated by either the City or the Consultant upon thirty (30) days written notice of termination, in such event, the Consultant shall be entitled to receive and the City shall pay the Consultant compensation for all services performed by the Consultant prior to receipt of such notice of termination, subject to the following conditions:

- A. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- B. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. The Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

16. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of Florida and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Florida. Both parties further agree that Brevard County, Florida; shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. PROFESSIONAL LICENSES

The Consultant shall, throughout term of this Agreement; maintain all necessary, licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State. of Florida, the City of Indian Harbour Beach and all other governmental agencies. The Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

18. FLORIDA LAW GOVERNS

This contract shall be governed by and construed in accordance with the internal laws of the State of Florida.

19. PUBLIC RECORDS

In accordance with Florida Statutes 119.0701, the Consultant shall comply with Florida's public records laws, and other laws and regulations, specifically to:

- A. Keep and maintain public records required by the City to perform the service and meet all applicable requirements for retaining public records.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 or regulations for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- D. Upon completion of the contract, transfer, if requested by the City at no cost to the City, all public records in possession of the Consultant to the City. If the Consultant transfers all public records upon termination of this agreement to the City, the Consultant shall destroy any duplicate public records that are exempt or confidential, and exempt from public records disclosure requirements. All records

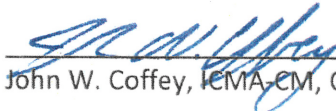
stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

- E. Failure of the Consultant to comply with a public records request and this paragraph shall be a breach of this agreement and if the Consultant fails to cure said breach within 5 business days of receipt of notice from the City, notwithstanding anything to the contrary contained in this agreement, the City may terminate this agreement and be relieved of all obligations hereunder. The Consultant shall also be obligated to reimburse the City any damages incurred or assessed against the City, including attorney's fees and costs, as a result of the Consultant's failure to comply with Florida's public records laws.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY SUE FRANK, CITY CLERK) AT 321-773-3181 OR AT EMAIL: SFRANK@INDIANHARBOUR.ORG OR AT ADDRESS: 2055 SOUTH PATRICK DRIVE, INDIAN HARBOUR BEACH, FLORIDA, 32937, (ATTENTION: RECORDS).

IN WITNESS WHEREOF, each of the respective parties have executed this contract effective on the date indicated above.

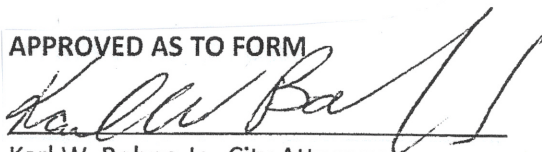
CITY OF INDIAN HARBOUR BEACH


John W. Coffey, ICMA-CM, City Manager

ATTEST:


Sue Frank, City Clerk

APPROVED AS TO FORM


Karl W. Bohne Jr., City Attorney

GALE ASSOCIATES, INC.

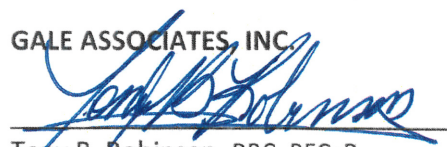

Tony B. Robinson, RRC, BECxp,
LEED® AP, ABBA



Exhibit A

Gale Associates, Inc.

160 N. Westmonte Drive, Suite 1200 | Altamonte Springs, FL 32714

P 407.599.7031 F 7401.599.7077

www.galeassociates.com

August 12, 2022

City of Indian Harbour Beach
2055 South Park Drive
Indian Harbour Beach, FL 32937

Attn: Mr. John W. Coffey, ICMA-CM
T: (321) 773-3181
E: jcoffey@indianharbour.org

Re: Engineering Consulting Services
Algonquin Sports Complex Expansion Project
Indian Harbour Beach, FL
Gale P09605

Dear Mr. Coffey:

Gale Associates, Inc. is pleased to have the opportunity to assist the City of Indian Harbour Beach (IHB) with design and consulting services for the expansion of the Algonquin Sports Complex's athletic and recreational facilities.

PROJECT DESCRIPTION

The City of Indian Harbour Beach is currently considering the expansion of the Algonquin Sports Complex located at 100 Crespino Court, Indian Harbour Beach, FL. Based on the RFQ #2022-02, it is our understanding that the sports complex is twenty-five (25) acres in size, of which, approximately 50% remains undeveloped (please refer to Figure 1 below). There is a cell tower on the property and the area is also used by IHB for material storage. A citizen-driven master plan was created by the East Central Florida Regional Planning Council (ECFRPC) in June 2022 and will be used as the initial basis of design for the expansion to the Algonquin Sports Complex (please refer to Figure 2 below). At this time, the renovations being considered generally include the following components:

- Multipurpose athletic field.
- Hardcourt facilities (tennis, basketball, pickleball).
- Amenities buildings (bathrooms, concessions, etc.)
- Expanded parking.
- Walking trails.
- Dog Park.
- Playground areas.

The first phases of the project are intended to be feasibility site layout and planning with schematic design plans and preliminary construction cost estimates to assist IHB with planning and budgeting for the project.

SINCE 1964

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 2



Figure 1: Aerial image of Algonquin Sports Complex (source Google Earth)

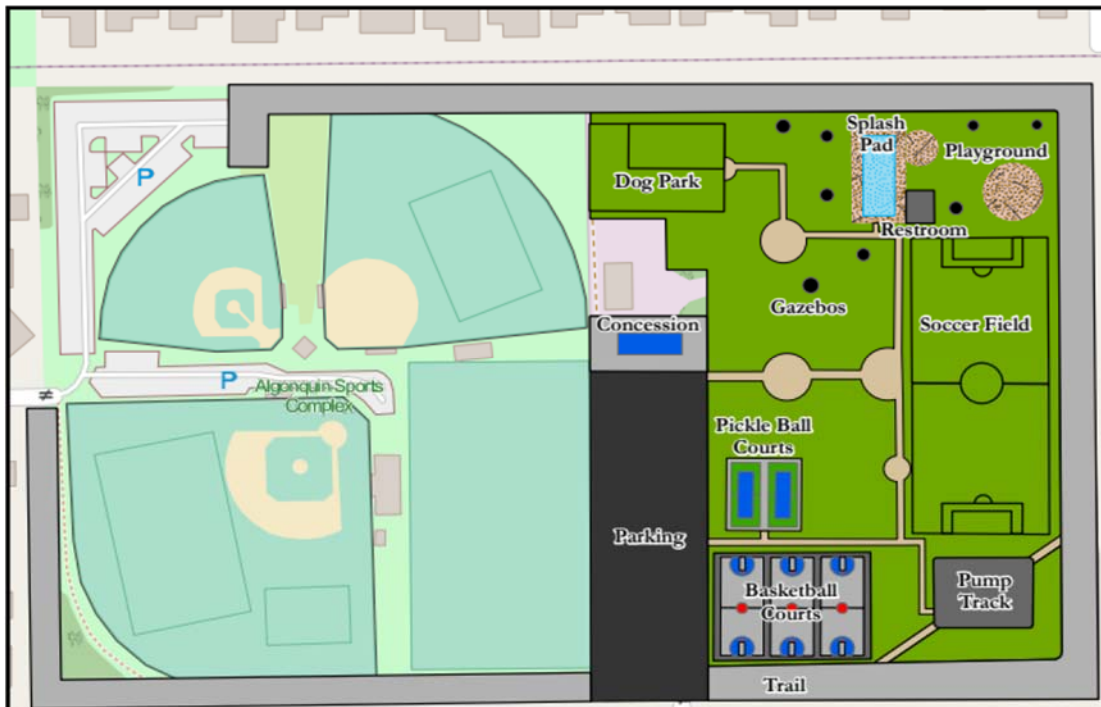


Figure 2: Conceptual Master Plan for expansion of Algonquin Sports Complex (source ECFRPC June 2022)

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 3



Based on the above project background and understanding, Gale proposes the following scope of services:

SCOPE OF SERVICES

Phase 1 - Facilities Evaluation and Assessment

- Attend a “start-up” meeting, via virtual conference with IHB, to finalize the City’s visions and project goals, design criteria, and our project milestone schedule for services and for meetings with IHB Staff/stakeholders and interested residents. Gale will prepare the meeting agenda and publish related meeting minutes.
- Conduct a visual assessment of the Algonquin Sports Complex’s undeveloped parcel. This will include general surface conditions, observed site drainage and utilities, vehicular access, pedestrian access, and other related site amenities. The assessment will be recorded on customized Gale evaluation forms.
- Obtain and review local planning and zoning regulations applicable to the project parcels. Identify current zoning and applicable overlay districts. Identify zoning restrictions that may bear on the project (e.g., permitting, use restrictions, setback, structure height limitations, etc.).
- Research available information on utility locations within the project limits. Utilities to be researched include water, storm drainage, electric, communications and gas. Identify visible utility constraints and conflicts bearing on the proposed renovations. This utilities evaluation will be based on available record plans provided by IHB and visible above-ground appurtenances.
- Gale will utilize the services of Southeastern Surveying and Mapping Corporation (SSMC) to perform a topographic survey of the existing conditions within the project limits. The survey will be performed in accordance with Florida Administrative Code (FAC) Chapter 5J-17 and will include the following:
 - Prepare a plan depicting 1-foot contours and applicable spot grades, as well as existing site features.
 - Field locate site utilities, including rim and invert elevations, based on record information and visible above-ground appurtenances.
 - Establish a minimum of two (2) site benchmarks, horizontal control (NAD83 and State Plane Coordinate System), and vertical control (NAVD88).
 - Provide an existing conditions base plan in AutoCAD and three (3) certified prints (24” X 36”).

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 4



- We have included a copy of SSMC's proposal to further define their scope of services. SSMC's fees have been included in Gale's proposal and will be invoiced as a reimbursable expense.
- As an **Optional Service**, SSMC can perform a subsurface utility designation and verification within the project area using non-destructive vacuum excavation methods at five (5) locations in order to confirm the horizontal and vertical position of subject utilities and record the information. Based on our initial review of available information provided by IHB, it appears that the subject utilities within the project site may be associated with a Brevard County 12" sewer force main, a City of Melbourne fire hydrant, and the existing cell tower. Confirmation of existing subsurface utilities would assist with identifying potential conflicts with possible locations during the site planning and schematic design phases of the project. SSMC's fee for these optional services has been provided separately and are **not** included with base services.
- Gale will utilize the services of Ardaman & Associates, Inc. (A&A) to perform a subsurface soil exploration and geotechnical engineering evaluation of the project areas. The pavement and subsurface soil exploration will include test borings at possible project locations (e.g., proposed buildings, gazebo, play courts, pavement areas) to characterize the underlying geotechnical strata and establish the design parameters and recommendations for construction and stormwater management. Gale's proposed design will be based on the findings and recommendations of this geotechnical investigation report. A&A's proposal is attached, and their services are included in Gale's proposal and will be invoiced as a reimbursable expense.

Phase 2 - Program Development and Site Planning

- During this phase, Gale's team will develop site planning options of the project area to generally confirm what program elements from the citizen-driven conceptual master plan by ECFRPC may be incorporated into the project site to enhance the use of the expanded sports complex.
- Gale will utilize the architectural design services of S3 Design, Inc. (S3) to assist with programming for the building structures. S3's services will be invoiced under our base contract. A copy of S3's proposal is attached, and their services will be invoiced as a reimbursable expense.
- Attend two (2) working sessions with the IHB staff to gain their perspectives, confirm the data obtained from the evaluations and to obtain further information on the playing field sites that may be useful and pertinent to the site's program development.
- Based on our evaluation results, research, information, and feedback from IHB, we will prepare an initial conceptual layout for the expanded sports complex. Our design team's initial concept plans will typically consider the following:

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 5



- Optimal orientation and dimensions of the multipurpose field based on intended use (recreational/competition) and type of playing surface (e.g., natural or synthetic turf)
 - Optimal orientation of the hard courts (basketball/pickleball/tennis) and type of playing surface (e.g., asphalt with acrylic coating or clay).
 - Layout of parking, pedestrian, and vehicular access
 - Identify opportunities for building structures (e.g., concessions, restrooms, storage, gazebos) that meet the needs of IHB.
 - Provide options for clearly identifying specific use, entry, and engagement of the entire sports complex (developed and proposed) through signage and clear site procession.
 - Identify areas for stormwater management facilities (e.g., pond, swales, subsurface) in accordance with the IHB, County and St. Johns River Water Management District's (SJRWMD) requirements.
 - Clearly identify access routes for the existing IHB maintenance building and cell tower.
- Attend one (1) meeting with the City Council to present and review the initial options and provide our opinion as to the advantages and disadvantages of each in terms of construction cost magnitude, schedule, permitting, and the extent to which they accomplish the project planning program requirements.
 - Complete one (1) revision to the initial concept plans, based on client direction, to produce a final preferred site layout. Based on the final layout, we will prepare preliminary estimates of constructed cost for budgetary planning.
 - Attend one (1) meeting with the City Council to review the final preferred site layout submission. IHB will provide approval of the site layouts prior to Gale proceeding with Schematic Design.

Phase 3 – Schematic Design

- Provide a Schematic Design Submission that will include the following deliverables:
 - A compiled existing conditions base plan and constraints mapping for the sports complex project area.
 - Site layout including schematic level grading, utilities and drainage plans, and demolition plans.
 - Conceptual plans of architectural features including annotated floor plans, building elevations and massing.
 - Two-dimensional colored plans for the final site layout plan. Three-dimensional colored plans are available as additional services.

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 6



- Attend one (1) meeting with the City Council to present and review the Schematic Design Submission. Gale's team will finalize the Schematic Design Submission based on IHB's comments.

PROPOSED MILESTONE SCHEDULE

| | |
|---|--|
| Phase 1 – Facilities Evaluation and Assessment | 4-5 Weeks from authorization/ contract award |
| Phase 2 – Program Development and Site Planning | 3-4 Weeks following Phase 1 |
| Phase 3 – Schematic Design | 3-4 Weeks following Phase 2 and authorization to proceed |

COMPENSATION

- Gale's compensation to provide the Scope of Services will be as follows:

| | Gale | Consultants Fee |
|---|---------------------|---------------------|
| Phase 1 – Facilities Evaluation and Assessment | \$ 6,095.00 | |
| Existing Conditions Survey (SSMC) | | \$ 18,126.00 |
| Geotechnical Investigation (A&A) | | \$ 7,130.00 |
| Phase 2 – Program Development and Site Planning | \$ 19,305.00 | |
| Architectural Design Service (S3) | | \$ 27,600.00 |
| Phase 3 – Schematic Design | \$ 12,920.00 | |
| Sub-Totals | \$ 38,320.00 | \$ 52,856.00 |

PROJECT TOTAL **\$ 91,176.00**

Optional Service:

| | |
|--|--------------|
| Subsurface Utility Designation & Verification (SSMC) | \$ 11,409.00 |
|--|--------------|

- Gale's compensation for the Scope of Services includes miscellaneous reimbursable expenses, such as mailing, printing, etc., associated with the project.
- Consultant fees are inclusive of Gale's markup for reimbursable expenses.
- Gale's services will be performed in accordance with our General Terms and Conditions, or a mutually acceptable contract for professional services, and Schedule of Fees, dated July 2022, attached.

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 7



PROJECT PARAMETERS AND LIMITATIONS

- Available record plans will be provided to Gale by City of Indian Harbour Beach.
- Non-record utilities may be present at the site, for which there is no documentation. Gale's services do not include research to locate utilities.
- Preliminary estimates of construction costs and detailed estimates of construction cost prepared by Gale represent Gale's judgment as a design professional familiar with the construction industry. It is recognized that neither Gale nor Indian Harbour Beach has control over the cost of labor, materials, or equipment, over the contractor's methods and means of construction, or any of the other variables involved in construction bidding. Accordingly, Gale does not warrant or represent that construction costs will not vary from the project budget or cost estimates.
- Gale's fee does not include:
 - Flood plain elevation determination studies.
 - Wetland delineations, habitat studies, or mitigation design.
 - Physical location, camera inspection, or the evaluation of existing utilities.
 - Development of financial or legal analyses.
 - 3-D perspective renderings or models.
 - Design, permitting, bid, or construction phase services.
 - Re-work due to change in regulations.
 - Mechanical/electrical/plumbing/fire protection services.
 - Third party professional cost estimating.
 - Contractor services and associated equipment, including third party testing.
 - Traffic studies.
 - Services related to potential site contamination or hazardous materials testing.
 - Services related to historical or archeological issues.

Should services be required in these areas, or areas not previously described, Gale will prepare a proposal or amendment, at Indian Harbour Beach's request, which contains the scope of services, fee, and schedule required to complete the additional services.

REQUIRED DOCUMENTS

- If this proposal is acceptable, please sign below and return one (1) copy to this office. Gale's receipt of an executed agreement will constitute a Notice to Proceed with the services outlined herein and contract for services.
- Receipt of this signed proposal is required prior to Gale initiating services on the project.

Exhibit A

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
August 12, 2022
Page 8



- Should IHB submit a contract to Gale for this project, rather than sign this proposal, the above Scope of Services and Project Parameters and Limitations must be included in such contract. Please note that it is Gale's policy to have all contracts reviewed by our attorney prior to execution. Accordingly, if a contract is submitted, project start-up may be delayed while the contract is reviewed and negotiated.

Thank you for the opportunity to provide services on this project. Should there be any questions, please do not hesitate to contact the undersigned.

Best regards,
GALE ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Tony B. Robinson", written over a horizontal line.

Tony B. Robinson, RRC, BECxP, LEED AP
Sr. Associate/Regional Director

A handwritten signature in blue ink, appearing to read "Peter Spanos", written over a horizontal line.

Peter Spanos, P.E., CFM, LEED AP
Sr. Project Manager

PS/tbr/acc

Enclosures:

- General Terms and Conditions
- Schedule of Fees
- Subconsultant Proposals

Accepted for:

CITY OF INDIAN HARBOUR BEACH

The Undersigned represents that he/she is an officer/principal of the City of Indian Harbour Beach and is duly authorized to execute this contract on behalf of the City of Indian Harbour Beach.

Signature

Type Name and Title

Date

GALE ASSOCIATES, INC.
160 N. Westmonte Drive, Suite 1200
Altamonte Springs, Florida 32714
407-599-7031

GENERAL TERMS AND CONDITIONS

JULY 2022

The following General Terms and Conditions are incorporated into and made part of the attached proposal dated August 12th 2022, between Gale Associates, Inc. (hereinafter referred to as "Gale") and the City of Indian Harbour Beach (hereinafter referred to as "Client"), and together are referred to as the "Agreement."

Project Reference:

Name: Algonquin Sports Complex Expansion
Location: City of Indian Harbour Beach, FL
Description: A/E Civil Design Services

On-Site Testing and Other Exploration

To perform site/building evaluations and other explorations, Gale may engage a reputable contractor or contractors, experienced in this work. The contractor's invoice plus a 15% service charge will be added to Gale's fee. Alternatively, at Client's request, Gale can arrange for Client to enter into a contract with the contractor(s). In that event, invoices for these outside services will be sent to Client for direct payment to the contractor(s).

Client acknowledges and agrees that GALE is not responsible for any contractor or contractors for this work and will not guarantee, warranty or be responsible for their performance, completeness or the accuracy of their results.

Services of Others

On occasion, Gale will engage the specialized services of individual consultants or other companies to participate in a project. The cost of such services plus a 15% service charge shall be invoiced to Client.

Independent Contractor

In the performance of its services hereunder, Gale will be acting as an independent consultant and not as the Client's agent or fiduciary. No other relationship outside of that contemplated by the terms of this agreement shall be created. Nothing in this agreement shall imply or give rise to an agency or fiduciary relationship between Client and Gale.

On-Site Services During Project Construction

Should Gale's services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property, during the performance of the work and compliance with OSHA Regulations, and that these requirements shall apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by Gale personnel is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. In addition, Gale shall have no authority and shall not be responsible for the means, methods, techniques, sequences or procedures, or safety precautions and programs relating to the construction of the project.

Field services provided by Gale personnel shall not relieve the contractor of its responsibilities for performing the work in accordance with the construction documents or designs prepared by Gale or others.

Right-of-Entry

Unless otherwise agreed, Client will furnish right-of-entry onto the land and/or facility for Gale to make the planned surveys and other explorations. Gale will take reasonable precautions to minimize damage to the land and facilities for use of equipment, but Gale's fee does not include the cost for restoration of damage that may result from these operations. If Gale is required to restore the land or facility to the reasonable equivalent of its former condition, the cost for such restoration will be added to the fee.

Samples

Unless Client advises Gale otherwise in writing, samples will be discarded 60 days after submission of our deliverable. Upon request, Gale shall ship or deliver the samples, charges collect, or will store them for an agreed storage charge. The

remains, if any, of samples subjected to destructive testing shall be discarded 60 days after testing.

Compensation

Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. In the event Gale files suit or engages the use of a "collection agency" to enforce overdue payments, Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees.

Gale shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days.

The risk of loss and damage with respect to attempted payments to Gale, including, but not limited to, loss attributable to cyber-theft, shall be and remain with Client until payment is received and accepted by Gale. Said loss shall not relieve Client of its obligation to pay Gale all amounts owed it under this Agreement.

Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees, associated with Gale's efforts to collect fees and expenses owed it.

Ownership of Documents

All reports, field data, notes, plans, specifications, calculations, and other documents of service, whether in hard copy or machine-readable form, which Gale prepares as instruments of service, shall remain the sole and exclusive property of Gale. Gale will retain all pertinent records relating to the services performed for a period of 7 years following submission of the deliverable, during which period the records will be made available to Client at all reasonable times and for payment of costs by Client. Client agrees that all reports and other deliverables furnished by Gale or other agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

It is understood and agreed that all documents prepared pursuant to this Agreement, whether in hard copy or machine-readable form, are intended for one-time project specific use. The Client may retain copies for information and reference in connection with the occupancy and use of the project. In the event of Client reuse of documents without engaging Gale, Client shall, to the fullest extent permitted by law, hold harmless and indemnify Gale for all claims and/or damages generated by said reuse.

Because of the possibility that the information and data delivered in machine readable form may be altered or damaged, the hard copy shall be referred to as the original and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of machine-readable documents provided by Gale from one system and/or format to another cannot be accomplished without risk of the introduction of inaccuracies, anomalies, and errors. In the event project documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith, and shall hold harmless and indemnify Gale from all claims, damages, and costs arising from or connected with such conversions.

Insurance

Gale is protected by Workers' Compensation Insurance, Professional Liability Insurance, and Standard Public Liability Insurance. Upon request, Gale will furnish information and Certificates of Insurance. Gale will not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance available at the time of claim and/or beyond the limitation of liability established in these General Terms and Conditions. Gale will not be responsible for any loss, damage, or liability arising from Client's acts, errors, and omissions

and those of Client's staff, consultants, contractors, and agents, or from those of any person for whose conduct Gale is not legally responsible.

If either party to this agreement incurs damages arising out of the project that are covered by insurance, then the applicable party waives all claims against the other party to the extent such damages are covered by insurance. The Client shall require similar waivers from all other parties, including contractors, subcontractors, consultants, and other entities or individuals associated with the project.

It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Gale (i.e., hazardous waste and asbestos projects).

Standard of Care

In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with land and building evaluation, design and construction. In performing professional services, Gale will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

Limitation of Liability

The Client acknowledges the risks to GALE associated with this Project. Therefore, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless GALE, its officers, directors, employees, Consultants and Subconsultants (collectively GALE) against all damages, liabilities or costs, including reasonable attorneys' fees arising out of or in any way connected with Client's negligent actions, third-party claims and/or the services performed under this Agreement, except for damages, liabilities or costs arising from GALE's sole negligence or willful misconduct.

To the fullest extent permitted by law, the total liability in the aggregate of GALE and GALE's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GALE's services, the project, or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of GALE or GALE's officers, directors, employees, agents, or independent professional associates, or any of them, shall not exceed \$50,000 or the total compensation received by GALE under this Agreement, whichever is less. To the fullest extent permitted by law, Client agrees to indemnify GALE for the costs, losses and expenses related to or arising from third-party claims resulting from the services performed under this Agreement.

GALE and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Limitation on Claims

The parties agree that causes of action that may accrue to Client pertaining to acts, failures to act, errors, omissions, or otherwise pertaining to the performance of this Agreement by Gale shall be deemed to have accrued and the applicable statute of limitations shall commence to run upon the date of Substantial Completion, issuance of Certificate of Occupancy, or final invoicing by Gale, whichever occurs first. The parties further agree that, regardless of the statute of limitations applicable where the service was performed, Client must initiate suit no more than two years after such cause(s) of action accrue.

Claims and Dispute Resolution

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Gale's services, Gale may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements

reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Miscellaneous

- A. Gale will only commence services on this project upon receipt from the Client of both the authorization to proceed, and the agreed upon retainer, if applicable. This retainer will be applied to the final invoice for the project.
- B. The Agreement represents the entire and integrated Agreement between the Client and Gale and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both the Client and Gale.
- C. Gale has the right to renegotiate the fee if the original scope of services is changed, or if services are not completed within 12 months.
- D. It is recognized that Gale has no control over the cost of labor, materials, or equipment for construction, over any contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Gale cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Gale.
- E. Should any representative of Gale be requested, required, ordered, or subpoenaed to give any testimony, either at trial, deposition, hearing, or otherwise, concerning services performed under this agreement, or concerning the subject matter of this retainer, then Client shall compensate Gale for all reimbursables and time incurred in connection with the preparation for and giving of such testimony at the rates prevalent at the time of the Service.
- F. In the event that any part of this Agreement or proposal shall be held invalid, such invalidity shall not invalidate the whole of this Agreement or proposal, and the remaining provisions thereof shall continue to be valid and binding.
- G. It is understood by the parties that the existing or constructed building may, as a result of its construction, use, maintenance, occupation, or otherwise, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures. If, during construction of the Project, Gale knowingly encounters any such substances, Gale shall notify the Client and, without liability for consequential or any other damages, suspend performance of services until the Client retains a qualified specialist to abate and/or remove mold substances. The Client agrees to release and waive all claims against Gale, its subconsultants and their officers, directors, and employees, arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of construction. Client further agrees to indemnify and hold Gale harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site, whether during or after completion of construction, except for those claims, liabilities, costs, or damages caused by the sole gross negligence and/or knowing or willful misconduct of Gale.

Termination

Gale may terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to Client. Gale shall have the right to terminate this Agreement with respect to the Project for cause if the Client commits a material breach of this Agreement and fails to cure such breach within 10 days. If circumstances arise which, in Gale's professional opinion, preclude it for professional or ethical reasons from continuing performance, Gale shall advise Client of the fact. The parties shall immediately enter into good faith efforts to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either party may terminate this Agreement with respect to the Project. The Notice of Termination shall specify which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than 10 calendar days after receipt of the Notice of Termination. Gale shall be paid for all services performed and charges incurred prior to termination.



Exhibit A



GALE ASSOCIATES, INC.

SCHEDULE OF FEES

JULY 2022

**160 N. Westmonte Drive, Suite 1200
Altamonte Springs, Florida 32714
407-599-7031**

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

| | |
|---|----------|
| Principal | \$275/hr |
| Senior Associate | \$250/hr |
| Associate | \$235/hr |
| Sr. Project Manager/Sr. Structural Engineer | \$225/hr |
| Project Manager | \$210/hr |
| Sr. Engineer/Architect/Planner | \$190/hr |
| Drone Pilot | \$160/hr |
| Project Engineer/Designer/Planner/Architect | \$170/hr |
| Landscape Architect | \$155/hr |
| Sr. Staff Engineer/Designer | \$150/hr |
| Staff Engineer/Staff Designer | \$140/hr |
| Sr. Technician/CAD Designer | \$130/hr |
| Technician/CAD Drafter | \$125/hr |
| Administrative Professional | \$125/hr |
| Clerk/Word Processor/Admin Assistant | \$105/hr |

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services authorized will be billed at 1.5 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours.

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at six-month intervals unless otherwise stipulated in the Agreement.

Reimbursable Expenses

Automobile expenses for personal or company vehicles will be charged at \$0.60 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work.

The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

1. Transportation and living expenses incurred for out-of-town projects.
2. Laboratory and field equipment directly identifiable to the project and specifically noted in Gale's proposal.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of specifications, drawings, reports and photographs beyond what is specifically included in Gale's proposal.
5. Computer services provided by outside vendors.
6. Rental vehicles.
7. Contractor and sub-consultant services.
8. Federal Express and Priority Mail costs when requested by the client.



July 21, 2022
Proposal File No. 2223-117

Gale Associates, Inc.
160 N. Westmonte Drive, Suite 1200
Altamonte Springs, Florida 32714

Attention: Mr. Peter Spanos, P.E., CFM, LEED AP

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Algonquin Sports Complex Improvements
Indian Harbour Beach, Florida

Dear Mr. Spanos:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Spanos, the proposed construction consists of various athletic facilities and related amenities on the east portion of the Algonquin Sports Complex site. The improvements planned for this project are summarized as follows:

- A one- or two-story concrete block concessions building;
- Several small gazebo structures;
- Three adjacent, asphalt paved basketball courts;
- Two adjacent, asphalt paved pickle ball courts;
- A dog park area;
- An asphalt paved parking lot; and
- Stormwater retention ponds (we have assumed two new ponds will be constructed).

Grading plans are not complete at this time; therefore, we have assumed that approximately 1 to 2 feet of fill is required to raise the improvement areas to final elevation(s). Typical loading conditions for the concessions building are assumed to be on the order of 30 to 40 kips for individual column foundations and 2 to 3 klf for continuous wall foundations. Typical loading conditions for the gazebo structures are assumed to be on the order of 10 kips for individual column foundations and 1 klf for continuous wall foundations. Floor loads are assumed to be less than 100 pounds per square foot.

The scope of our work will include determining if the bearing capacity and other soil characteristics are suitable to construct the proposed building, gazebo structures, play court, and pavement areas. Additionally, we will explore the subsurface conditions in the proposed retention pond areas. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

| Description | Number of Borings | Depth Below Ground Surface (feet) |
|--|-------------------|-----------------------------------|
| Concessions Building | 2 SPT | 20 |
| Gazebo Areas | 2 SPT | 15 |
| Basketball and Pickle Ball Court Areas | 4 Auger | 5 |
| Dog Park Area | 2 Auger | 5 |
| Parking Area | 4 Auger | 5 |
| Stormwater Ponds (2) | 2 Auger | 15 |

The SPT borings will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled with a 4-inch diameter, truck-mounted continuous flight auger or a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger or sampler in the field and then examined and visually classified by our crew chief.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

In addition, one test pit will be excavated within each of the two proposed retention ponds to a depth of 1 to 2 feet below existing ground surface. One Shelby-tube sample of soil will be obtained in a vertical orientation in the bottom of each test pit. The two samples will be transferred to our laboratory for soil permeability testing.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content). A constant head permeability test will be performed on each of the two Shelby tube samples of soil obtained from the proposed retention pond areas.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation, shallow foundation support for the structures, and pavement design for the proposed parking area. A typical flexible pavement section will be provided for the proposed parking area. It is our understanding that the play courts will be designed by others. For our analysis, we will require specific loading conditions

for the building structures and pavement. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations and the results of the permeability testing. Our recommendations for the structure, play court, and pavement areas, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$6,200.00** without prior authorization from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) the structures can be founded on shallow foundations; additional exploration and analyses will be necessary if deep foundations are required, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the will site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Algonquin Sports Complex
 Project Location Indian Harbour Beach, Florida
 Proposal Number and Date 2223-117, dated July 21, 2022
 Description of Services Subsurface Soil Exploration
 Estimated Fee \$6,200.00

PROPERTY OWNER IDENTIFICATION:

Name _____
 Property Identification Number _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this _____ day of _____, 2022

 (Print or type individual, firm or corporate body name)

 (Signature of authorized representative)

 (Print or type name of authorized representative and title)



S3 Design Inc.

150 Wood Road, Suite 1000, Braintree, MA 02184

www.s3design-inc.com

781.848.8804

Exhibit A

PROPOSAL: Indian Harbour Beach – Algonquin Sports Complex Expansion Proposal

Date: 07/25/2022

PROJECT DATA:

Client:

Gale Associates, Inc.

160 N. Westmonte Drive, Suite 1200

Altamonte Springs, FL 32714

Contact:

Peter Spanos

PROJECT UNDERSTANDING:

S3 Design Architecture, Inc. (S3) understands that Gale Associates, Inc. (Gale) would like to engage S3 to complete architectural design services for the expansion of Algonquin Sports Complex in Indian Harbour Beach, FL. S3 will work with Gale as an integrated team with Gale serving as the prime consultant for this project and S3 will provide architectural professional services as a sub-consultant.

PROJECT SCOPE

S3 will provide architectural design services through the completion of Schematic Design as part of this proposal. S3 is basing the proposal on the preliminary conceptual sketch created by the city of Indian Harbour Beach showing the program elements and received via email from Gale dated 18 July 2022.

Following our conversation, S3 understands that we will assist Gale with the overall site layout and planning and spearhead the building schematic design to provide architectural schematic design/documentation for the support building(s). These documents will be used by the cost estimator to provide likely building construction costs for the City of Indian Harbour Beach. The priority building program is for restrooms, concessions, and shade structures; however S3 will assist Gale with overall site planning for the field and support programs.

S3 understands that all project consultants will be contracted directly by Gale or the city. We have included no project consultant fees in this proposal.

S3's Basic Scope of Services is outlined below to serve as the basis of understanding between the parties regarding this proposal. S3 will complete all tasks within each phase as outlined below.

BASIC SCOPE OF SERVICES

S3 recommends the following process for the design and documentation of the project.

SITE LAYOUT AND PLANNING: (4 weeks)

S3 will assist Gale in the layout of the site program elements, including new parking, athletic fields, playground, basketball/tennis/pickleball courts, gazebos, and additional site amenities as space permits. S3 will work collaboratively with Gale to provide a defined entry and site utilization strategy through pedestrian and vehicular access and site pathways that enhance the use of the expanded sports complex.

During this phase, S3 will:

- Develop site planning options along with Gale to explore the best use of the project area.
- Identify opportunities for building structures that meet the needs of the city, including concessions, storage, restrooms, and gazebos.

Exhibit A

Proposal – Indian Harbour Beach – Algonquin Sports Complex Expansion

Page 2 of 3

07/25/2022

- Imagine options for assisting the city in clearly identifying specific use, entry, and engagement of the entire complex through signage and clear site procession.
- Assist Gale as needed in presenting the site planning options to the city.
- Following the presentation to the city, work with Gale to complete one (1) preferred site plan option based on comments showing the major components and structures for the city to approve.

S3 anticipates four (4) weeks to complete this phase with one (1) meeting occurring either in person or via web conferencing.

SCHEMATIC DESIGN: (4 weeks)

Based on an approval of the site plan by the city, S3 will develop a schematic design package for the building structures indicated on the approved plan.

As part of Schematic Design, S3 will:

- Provide conceptual options for the size, layout, and character of the proposed buildings.
- Complete a conceptual package showing the proposed options for review and approval by the city.
- Assist Gale as needed in presenting the conceptual options to the city.
- Following the presentation to the city, complete a schematic design package based on comments showing the buildings. The package will include annotated floor plans, building elevations and massing.

S3 has based this proposal on providing a schematic design package to Gale in the fourth quarter of 2022. We anticipate no more than four (4) weeks to complete the package and have included two (2) meetings either in person or via web conferencing.

CONSULTANTS:

As outlined in this proposal, S3 is not including the work of any design consultants or engineers for the project.

If any project consultants are required, S3 will provide fee proposals for each discipline as agreed upon with Gale and will provide a scope of services for each. These fee proposals will be approved by Gale and included in our scope of services described above.

SCHEDULE:

S3's fee is based on the phase durations indicated in the proposal outlined above. If these durations are exceeded by no fault of S3, the work will be provided as an Additional Service. Upon your acceptance of this proposal and your signature, S3 is prepared to begin work immediately. Please expand the phase durations as necessary to cover the time required for Gale and the city's internal team review and approval process.

COMPENSATION:

S3 proposes to be compensated on a fixed sum fee basis of **\$24,000.00 (Twenty-Four Thousand Dollars and Zero Cents)**. Services will be invoiced monthly based on the percentage of work completed as outlined in our General Terms and Conditions (Exhibit A).

Exhibit A

Proposal – Indian Harbour Beach – Algonquin Sports Complex Expansion

Page 3 of 3

07/25/2022

ADDITIONAL SERVICES:

Any service in addition to those described in this proposal will be considered an Additional Service. Modifications to any previously approved design work during the course of any phase, whether to reflect programming revisions, scope reduction analysis or response to budgetary issues, or any other Owner requests, will be considered an Additional Service. Gale may also elect to add to our agreed scope as well as extend the duration of any phase noted above. Additional Services may be provided on an hourly basis at the standard rates shown below or for additional fixed fee amounts as mutually agreed upon. S3 understands that there may be issues that arise that were not foreseen at the time of writing this proposal. S3 will endeavor to notify Gale in a timely manner when we recognize these issues and provide you with an agreeable fee so there is no delay to the execution of the work.

Additional Services S3 can provide:

- Additional meetings with client beyond those identified above
- Photo-realistic 3D renderings or animations
- Fundraising brochures
- Presentation models
- Preparation for and attendance at meetings in addition to those outlined above

Additional Services can be provided on an hourly basis or via a requested lump sum as preferred by Gale. S3 Design will not proceed with any additional services until approved in writing.


S3 Design hourly rates are as follows:

| | |
|-----------------------|-----------|
| Principal | \$225 /hr |
| Associate Principal | \$200 /hr |
| Sr. Project Director | \$180 /hr |
| Sr. Project Architect | \$160 /hr |
| Sr. Project Designer | \$150 /hr |
| Project Architect | \$140 /hr |
| Project Designer | \$125 /hr |
| Interior Designer | \$125 /hr |
| Intern | \$100 /hr |
| Technical/Admin. | \$100 /hr |

PROPOSAL ACCEPTANCE

To indicate your approval of this proposal, please sign/date and return a fully executed copy for our files. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this exciting project.

Sincerely,
S3 DESIGN ARCHITECTURE, INC.


Salvatore Cancello, AIA
President

Accepted:
Gale Associates, Inc

Signature, Title

Printed Name

Date

Attachments: EXHIBIT A: General Terms and Conditions



July 21, 2022

VIA EMAIL: ps@gainc.com

Mr. Peter Spanos, P.E., CFM, LEED-AP
Gale Associates, Inc.
160 North Westmonte Drive, Suite 1200
Altamonte Springs, Florida 32714
P: 407-599-7031 | C: 617-880-9900

RE: Indian Harbour Beach – Algonquin Sports Complex Expansion
100 Crespino Court, Indian Harbour Beach, FL 32937
Section 11, Township 27 South, Range 37 East, Brevard County, Florida

Dear Mr. Spanos,

We are pleased to submit our proposal for Surveying Services and Utility Services on the above referenced project.

TASK I –Topographic Survey

Provide a Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Establish horizontal and vertical control.
 - Horizontal Control will be based on North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
 - Vertical Control will be based on North American Vertical Datum of 1988 (NAVD88).
2. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
4. Establish a minimum of **two (2)** site benchmarks.
5. Topographic coverage will be limited to the area outlined in **red** on the attached **Exhibit “B”**.
6. Location, top elevation, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures.
7. Locate trees 8-inch diameter and larger measured at breast height (DBH).
8. Locate wetlands line as flagged by clients Environmental Consultant if required.
9. Locate soil borings as established by the client’s Geotechnical consultant if required.

TASK II – Subsurface Utility Designation and Verification (Test Holes)

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation as shown outlined in **red** on the attached **Exhibit “B”**.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at **five (5)** specific locations, to be determined after the designation is complete.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

DELIVERABLE

The final product will be **three (3)** certified prints, and an electronic file for your use and a field drafted plan sheet or utility designation field sketch(s) as well as test hole reports/sketches of the project area reflecting all pertinent data for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Utility Terms and Conditions

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Gale Associates, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by Gale Associates, Inc. is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Gale Associates, Inc. if there are any patently or reasonably identifiable defects in the documents.

Gale Associates, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Gale Associates, Inc.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Gale Associates, Inc.

PROJECT TIMELINE

We anticipate completion of the above-described work within **six (6) weeks** after receipt of approved permit and a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

| | |
|--|---------------------|
| TASK I - Topographic Survey: | \$ 15,762.00 |
| TASK II - Subsurface Utility Designation: | \$ 6,996.00 |
| <u>Test Holes/Day Rate:</u> | |
| \$585.00 Dirt/Each (anticipate 5) | \$ 2,925.00 |
| \$652.00 Asphalt/Concrete/Each | |
| TOTAL: | \$ 25,683.00 |

Payment Terms:

Payment is expected within **thirty (30) days** from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,



Edwin Munoz Jr., PSM
Project Manager

EM: pll

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT "A"

HOURLY RATES

| | |
|---|--------------------------|
| Professional Surveyor & Mapper | \$162.00/per hour |
| Project Manager (Survey) | \$162.00/per hour |
| Project Manager (SUE) | \$162.00/per hour |
| Senior Technician (Survey) | \$122.00/per hour |
| Senior Technician (SUE) | \$122.00/per hour |
| CAD Technician | \$108.00/per hour |
| 2 Person Survey Field Crew | \$163.00/per hour |
| 3 Person Survey Field Crew | \$214.00/per hour |
| 4 Person Survey Field Crew | \$265.00/per hour |
| 2 Person SUE Field Crew | \$198.00/per hour |
| 3 Person SUE Field Crew | \$276.00/per hour |

EXHIBIT "B"

PROJECT LIMITS



GALE ASSOCIATES\ SOUTH\, INC.

June 30th, 2022**LOCAL OFFICE CONTACT INFORMATION:**

Contact Person: Tony B. Robinson, RRC, BECxp, LEED®AP, ABAA
Title: Associate
Firm Address: 160 N. Westmonte Drive, Suite 1200
Altamonte Springs, FL 32714
Phone Number: (407) 599-7031
Facsimile Number: (407) 599-7077
Contact E-mail: tbr@gainc.com



TABLE OF CONTENTS

TAB NO. PAGE NO.

| | | |
|--|----------|-----------|
| Cover Letter..... | 1 | 3 |
| Qualifications & Management Approach..... | 2 | 2 |
| Resumes Included: | | |
| ○ Jon F. Lindberg, P.E. | | |
| ○ Tony B. Robinson, BECxP, RRC, LEED®AP, ABAA | | |
| ○ Peter Spanos, P.E., CFM, LEED® AP | | |
| ○ Bree D. Sullivan, P.E. | | |
| ○ Kyle F. Rowan | | |
| ○ Stefhany C. Rapio | | |
| ○ Jason P. Manning, P.E. | | |
| ○ Edwin Munoz, Jr., PSM | | |
| Similar Project Experience..... | 3 | 47 |
| Office Locations & Other Forms..... | 4 | 53 |
| Forms Included: | | |
| ○ Public Entity Crimes | | |
| ○ Drug-Free Workplace Form | | |
| ○ | | |
| Acknowledgement of Addendums..... | 5 | 60 |
| Litigation History..... | 6 | 62 |





TAB 1

COVER LETTER

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX



Exhibit B

Gale Associates, Inc.

160 N. Westmonte Drive, Suite 1200 | Altamonte Springs, FL 32714

P 407.599.7031 F 407.599.7077

www.galeassociates.com

June 30, 2022

City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL 32937

Re: RFQ 2022-02: Architectural/Engineering Services to Design the Expansion of the Algonquin Sports Complex based on a Citizen-Driven Master Plan created by the East Central Florida Regional Planning Council

Dear Selection Committee:

Gale Associates (South), Inc. is pleased to apply for consideration to provide professional design services for the expansion of the Algonquin Sports Complex. Gale is a 100+ person, multidiscipline Registered Engineering/Architectural firm located in Altamonte Springs, FL, and has been conducting business in Florida for 32 years, with headquarters of 57 years located in Weymouth, MA. Gale's Athletic and Recreation Group specializes in the planning and design of school/municipal athletic facilities throughout Florida, New England, and the Mid-Atlantic States.

Upon review of the Request for Qualifications package, we understand that the City is interested in entering into contract with *one* qualified design firm to provide the required services for this project.

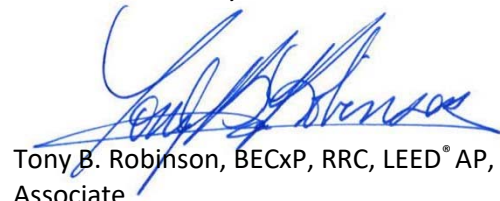
We are proposing an experienced team of design professionals with a record of timeliness, innovation, cost-effective solutions, and client satisfaction. Members of Gale's staff are active in several professional organizations that establish design standards for athletic facilities to include the American Sports Builders Association (ASBA), the Sports Field Management Association (SFMA), and the American Society for Testing Materials (ASTM). We have a clear understanding of the project scope and are committed to working closely with the City of Indian Harbour Beach as the project evolves.

In addition to the Gale team, we have included Ardaman & Associates, Inc. for geotechnical consulting, and Southeastern Surveying & Mapping Corporation, for surveying consulting. We have worked with these professionals on previous projects and are confident in their capabilities.

We are excited for the opportunity to work with the City of Indian Harbour Beach on this project. Thank you for your consideration.

Sincerely,

GALE ASSOCIATES, INC.



Tony B. Robinson, BEC&P, RRC, LEED® AP, ABAA Associate



Peter Spanos, P.E., CFM, LEED® AP
Senior Project Manager

SINCE 1964



TAB 2

QUALIFICATIONS & MANAGEMENT APPROACH

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX

A) STAFF QUALIFICATIONS

FIRM KEY EMPLOYEES/PROJECT TEAM MEMBERS

| NAME | ROLE | QUALIFICATIONS |
|-------------------|-------------------------------------|----------------------------|
| Jon F. Lindberg | Principal-in-Charge | P.E. |
| Tony B. Robinson | Point-of-Contact | BECxP, RRC, LEED® AP, ABAA |
| Peter Spanos | Sr. Project Manager / Lead Designer | P.E., CFM, LEED® AP |
| Bree D. Sullivan | Chief Civil Engineer / QA/QC | P.E. |
| Alan S. Craigo | Sr. Project Manager | P.E., BECxP and CxA+BE |
| Engy Magdy | Project Engineer | EIT |
| Kyle F. Rowan | Sr. Staff Designer | |
| Stefhany C. Rapio | Staff Engineer | |

ABBREVIATIONS KEY

| | |
|----------|---|
| ABAA | Licensed Field Auditor through the Air Barrier Association of America |
| BECxP | Building Enclosure Commissioning Process Provider |
| CxA+BE | Commissioning Authority + Building Enclosure Knowledge Requirements |
| CFM | Certified Floodplain Manager |
| EIT | Engineer in Training |
| LEED® AP | Leadership in Energy and Environmental Design |
| P.E. | Professional Engineer |
| RRC | Registered Roof Consultant |



Athletic Facilities Planning and Design

THIS IS GALE

Established in 1964, Gale Associates, Inc. is a 100-person design and consulting firm of civil/athletic and structural engineers, architects, building enclosure specialists, and aviation engineers and planners focused on the repair, renovation and adaptive reuse of existing buildings, infrastructures and sites. Gale provides consulting and design services to the public and private sectors. Gale maintains seven offices throughout New England, the mid-Atlantic states and Florida.

Gale's Athletic Facilities Planning and Design Group provides comprehensive feasibility studies, master planning, permitting, design, and construction services for public and private athletic and recreation complexes. We are experienced in designing high-use athletic fields, including natural and synthetic turf, and hard-court facilities. We specialize in planning well-integrated athletic campuses, including high-efficiency lighting, irrigation, scoring/timing infrastructure, and amenities buildings. Gale is an industry leader in athletic facility consulting. We assist our clients in creating facilities that range from state-of-the-art, all-weather university sports complexes to municipal parks and youth sport facilities. We have designed dozens of competition track and field facilities, both urethane and latex, several of which have won prestigious national awards. Our services include:

- Master Planning
- Feasibility Studies
- Engineering, Design and Permitting
- Drone Photography
- Synthetic Turf Impact Testing (GMAX and HIC Testing)
- Bid Phase Services
- Construction Administration
- Close-out
- Management Plans



The Zweig Group has chosen Gale as one of the "Best Firms to Work For" for the 8th year in a row!





FIRM'S MANAGEMENT APPROACH TO QUALITY ASSURANCE (QA) AND QUALITY CONTROL (QC) PLAN

Gale's formal QA/QC plan focuses on an organized approach to projects to provide coordinated and quality deliverables prepared by trained professionals. Our project management approach and comprehensive quality control program provides a consistent method of checks and balances, focusing on project accuracy and continuity during the evaluation, design, and construction phases. Over the years, Gale has developed project specific checklists utilized by staff for field evaluations, research, design submissions and the construction phase, to assist with completeness and to help avoid missing information. This process has created comprehensive reports and design documents, which is proven effective by a history of reducing change orders during construction.



Gale utilizes a computerized cost management system to allow us to track labor, overhead, and expenses from past similar projects. This provides current and comprehensive financial performance histories as reference when projecting project design and construction costs. Gale's typical team includes a Principal in Charge, Project Manager, supporting technical and administrative staff, and subconsultants as required.

The Principal-In-Charge (PIC) is a registered professional responsible for overall quality control and final review of the project prior to submission to the client. The PIC will review project designs prior to each submission, and is directly available at all times to the client and design team.

The Project Manager (PM) is responsible for technical accuracy and the day-to-day "hands on" activities that include fieldwork, drafting, technical reports and design, code/standard compliance, good engineering practices and fulfillment of project scope and schedule. The PM is responsible for facilitating effective communications with the client and design team which is essential to project success and proper staffing of professionals. The PM coordinates the efforts of subconsultants to achieve timely, professional performance.



Depending on the size of the project and discipline requirements, teams may include Project Engineers, Architects, Structural Engineers, support personnel, and appropriate subconsultants. Task lists including milestone schedules are developed, and in-house meetings are held to review interdisciplinary coordination and compliance between technical, procedural, scheduling, and administrative requirements. Prior to each submission, it is submitted to the PIC for review and comment. Only after this final review is the project delivered to our clients. Gale uses an advanced project management and accounting (Deltek Vision) software system that enables the design team to access detailed, real-time financial information from their desks, assuring fiscal management of the project.



This system ultimately enhances risk management controls and supports project continuity should there be a loss of key personnel.

Project scheduling, including personnel assignments, is handled on a weekly basis. Project managers and discipline managers review project completion schedules and complete staff assignments with a four (4) week "look ahead." This four (4) week schedule is updated weekly to maintain accuracy and to meet deadlines. Staffing needs are monitored monthly through Deltek Vision software planning. Our scheduling and personnel needs assessment, coupled with weekly project assignments, helps Gale to be properly staffed to meet our clients' milestone schedules.

Subconsultant quality assurance is performed by Gale as well. We utilize the services of firms that have an established track record of timely, professional service. Gale formally evaluates the performance of subconsultants at the conclusion of each project and provides detailed evaluations in a continuing effort to improve our team performance. Additionally, we use software such as Revit, AutoCAD and Master Format Specifications (CSI), each having built-in conflict resolution enhancements to flag potential issues during design.

Gale takes a pro-active approach to quality control. It is embraced by all Gale staff and subconsultants and is incorporated into our employee performance evaluation program. We understand the importance and value of communicating with clients, subconsultants and co-workers to help them perform thoroughly and correctly to minimize errors and costs. This fundamental principle allows Gale to be competitive within the industry, and to maintain a quality effort and product for our clients.

Our Employee Incentive Compensation Plan codifies internal performance and quality goals for each employee in an effort to focus their professional development toward improving quality and timeliness. Each employee is committed to providing clients with responsive service and a professional product.



Gale's Commitment to Sustainability



Sustainability is an important goal of large and small organizations alike. Long before the term “sustainability” entered the mainstream, Gale has been working to make buildings and sites sustainable. Since the 1970s, Gale has been evaluating and designing repairs to building envelopes (roofs, walls, windows, and waterproofing) to improve their energy efficiency. Since its inception in 1964, Gale’s Civil Engineering Group has emphasized sustainability and resource conservation in site development and transportation projects.



Gale’s staff includes LEED® accredited professionals completely familiar with the “green building” requirements of the U.S. Green Building Council (USGBC) and various building codes/sections related to sustainable and energy efficiency design. Members of our LEED® AP staff sit on the Building Envelope Standards Committee of the USGBC.

Gale has served as the Engineer on many design teams for LEED eligible projects:

- Charles River Community Health Center, Brighton, MA
- East Boston Neighborhood Health Center, East Boston, MA
- Curry College, Bell Hall, Milton, MA
- Amy National Guard Readiness Center, Natick, MA
- Capitol Building, Underground Visitor and Tourist Information Center, Washington, DC
- Boston University, Student Center and Sports Complex
- University of Vermont, Dudley H. Davis Center



Gale’s Civil Engineering Group has designed and permitted a number of sites implementing innovative stormwater management, re-use design, energy conservation measures, and other “green development” methods and materials.



Gale’s commitment to sustainability is also reflected in the construction of our corporate headquarters. We installed an “EcoSmart” roof, which means that the roof membrane is recyclable because there were no adhesives used. The insulation has a 40 year re-use warranty and it meets code requirements for Energy Star, LEED, and Green Globes.

Internally, we have a Sustainability Task Force, supported by employee volunteers whose mission is to improve the sustainability of our business culture through programmed communication, education, and change. Gale continues to be a nationally-recognized advocate for the inclusion of sustainability as an essential element in the practice of our professions.



JON F. LINDBERG, P.E.

PRINCIPAL-IN-CHARGE

As a Principal of the Corporation, Mr. Lindberg is responsible for the administration and coordination of business operations. Employed at Gale since 1980, he is responsible for the company's performance in accordance with contract requirements and provides quality control and assurance. He provides technical consulting and project management services to public and private clients nationally.

PROJECT EXPERIENCE

Hopkinton Middle/High School, Hopkinton, MA
Athletic campus evaluation and conceptual plans including tennis courts and parking at Fields 7 and 8, tennis courts at Field 11, and combined multipurpose and baseball turf field at Fields 12 and 13. Project also included conversion of natural grass field to synthetic turf multipurpose.

Lynnfield High School Multiple Athletic Fields Lynnfield, MA

Design, permitting and construction services for three multipurpose rectangular fields, one 90' baseball diamond, one 60' softball field, an 850-person grandstand, lighting, parking, and 4,500 SF amenities building.

ACTIVE REGISTRATIONS AND CERTIFICATIONS

- OSHA 10-Hour Construction Course
- National Council of Examiners for Engineering and Surveying (NCESS; Certified 9539)
- Air Barrier Association of America (ABAA); Auditor
- Certification for Sprayed Polyurethane Foam
- Registered Professional Engineer MA# 32173 (19 additional states)
- Registered Roof Consultant (RRC 108)
- Confined Space Entry Certified (per 29 CFR 1910.146)
- Certification for School Project Designers and Owner's Project Managers (MCPPO)

TONY B. ROBINSON, BEC&P, RRC, LEED® AP, ABAA

ASSOCIATE / POINT-OF-CONTACT

Mr. Robinson is an Associate and Regional Manager of Gale's Florida Office. He provides leadership, staff mentoring, and is an expert in technical design resources, building code, and construction activities. He develops and establishes operating procedures, design standards and quality management practices. Additionally, he is responsible for business development, senior project and client management, technical peer reviews, engineering, and general consulting.

ACTIVE REGISTRATIONS AND CERTIFICATIONS

- OSHA 10-Hour Construction Course
- Licensed Field Auditor (#10123) through ABAA
- FAA Certified Remote Pilot for sUAS (#4131562)
- LEED® AP Certified

ADDITIONAL AFFILIATIONS

- Association of Physical Plant Administrators (APPA); (FLAPPA); (SRAPPA)
- U.S. Green Building Council (USGBC)



YEARS' RELATED EXPERIENCE
41

EDUCATION

Lesley College, Cambridge, MA, Master of Science Business Management

University of Maine, Orono, Bachelor of Science in Civil Engineering

AFFILIATIONS

National Institute of Building Sciences (NIBS)

American Society for Testing and Materials (ASTM)

Society of American Military Engineers (SAME) Past Post President; Member of the Academy of Fellows; Boston Post Board of Directors



YEARS' RELATED EXPERIENCE
Gale: 23 | Other Firms: 13

EDUCATION

University of Florida, Bachelor in Architectural Studies

AFFILIATIONS

RCI Florida Chapter (2016 Professional Director; Past President 2014-2015)

National Roof Consultants Institute



PETER SPANOS, P.E., CFM, LEED® AP **SENIOR PROJECT MANAGER/LEAD DESIGNER**

Mr. Spanos is a Project Engineer in the Civil Engineering Group at Gale. He is responsible for project engineering related to site design and permitting. Technical focus includes athletic facility planning and design, feasibility studies, athletic track, field, and event layout, synthetic turf design, site drainage analysis and design, utility relocation, road layout and design, design of water and wastewater systems, parking lot layout, and design, and construction phase services.

PROJECT EXPERIENCE

Rollins College Baseball Field **Winter Park, FL**

Provided design, permitting, and construction services for renovations to the NCAA Division II baseball facility to include conversion of baseball infield to synthetic turf, dugout renovations, new bullpens and batting cages, new parking, fencing improvements, and landscape improvements.

Melbourne High School Softball Field **Melbourne, FL**

Provided evaluation, design, bid, and construction phase services for the renovation of the existing synthetic turf softball field, and provided options and consulting to the county for inclusion of a "school pad" beneath the turf, as well as alternate infill options.

Town of Hull Athletic Renovations **Hull, MA**

Provided design, permitting, bid, and construction phase services for the renovation of the high school's only existing natural grass multipurpose rectangular field into an all-weather synthetic turf field (included new athletic lighting and a durable walking track around the perimeter of the fields).

Indian Creek Upper School **Crownsville, MD**

Provided planning, design, permitting and construction administration services for two new side-by-side synthetic turn multipurpose fields, new grandstands and press box, lighting, six new tennis courts, baseball field, and new concessions/amenities building.

Cocoa Beach JR/SR High School **Baseball Field and Track Renovations** **Cocoa Beach, FL**

Provided planning, evaluation, design and schematic layout, bid, permitting, and construction observation services for the renovation of the high school's existing varsity baseball field (of which was experiencing drainage and overall planarity issues) and running track, of which included increasing the number of running tracks from to eight (8) lanes and improving the surface drainage characteristics of the existing swales.

Nova Southeastern University **Ft. Lauderdale, FL**

Complete reconstruction of the natural grass field and underdrainage, system, new stadium seating and press box, new batting cages and bullpens.

The Wheeler School Tennis Complex **Providence, RI**

Provided design, permitting, and construction period services for a new state-of-the-art tennis facility of which includes six full-sized tennis courts and related amenities. Site development included stormwater management through French drains and infiltration, ADA accessibility through walkways, pedestrian flow through sidewalks, and seating areas.

Mainland High School Track **Daytona Beach, FL**

Provided, planning, design, bid, permitting, and construction phase services for the track renovation project.



YEARS' RELATED EXPERIENCE

Gale: 17 | Other Firms: 2

EDUCATION

University of Florida, Bachelor of Science, Civil Engineering

CERTIFICATIONS

Qualified Stormwater Management Inspection (FDEP #45494)

Certified Floodplain Manager: US-17-10061

LEED® Accredited Professional

OSHA 10-Hour Construction Course

ACTIVE REGISTRATIONS

Registered Professional Engineer: FL # PE89827

AFFILIATIONS

American Sports Builders Association (ASBA)

Synthetic Turf Council

PRESENTATIONS

Athletic Facilities Planning and Design

Alternative Infills for Synthetic Turf Fields

PUBLICATIONS IN MEDIA

"Planning a Municipal Multi-Purpose Athletic Complex", New Hampshire Town and City Magazine, July/August 2021



BREE D. SULLIVAN, P.E.
CHIEF CIVIL ENGINEER / QUALITY ASSURANCE/QUALITY CONTROL

Ms. Sullivan has over 20 years of civil engineering experience in study, design, and permitting for both public and private sector projects. Her breadth of civil engineering knowledge encompasses corridor reconstruction (road, water, sewer, and drainage), hydraulics & hydrology (H&H) evaluation, bridge/culvert condition assessments, and site development. Ms. Sullivan is familiar with local, state, and federal regulations and coordinates closely with state and municipal officials.

PROJECT EXPERIENCE

Mainland High School Track
Daytona Beach, FL

Provided quality assurance and control through reviewing design, bid, and construction documents and progress throughout the project's lifespan.

Westford Academy, Westford, MA

Athletic campus master planning, design and construction of concessions building, restrooms and storage building; access drive and parking; and design and construction of game field, bleachers, track and field events and associated site amenities.

Bishop Stang High School
Dartmouth, MA

Engineering, design, permitting, bid and construction phase services for a new multipurpose baseball/softball and rectangular sports field, new LAX and field hockey fields, entrance way and food truck areas, parking, and pedestrian access.

Hamilton-Wenham Regional High School - Hamilton, MA

Preparation of schematic design plans and cost estimates for additional athletic improvements at the school to include a turf softball field and new tennis courts.

Bridgewater State University
Bridgewater, MA

Design and construction services for game field synthetic turf replacement, track and field event resurfacing, drainage renovations and miscellaneous repairs to baseball and softball fields.

Melbourne High School Softball Field
Melbourne, FL

Provided quality assurance and control through reviewing design submissions.

Norton High School, Norton, MA

Engineering, design, permitting, bid and construction phase services for the redevelopment of the High School Athletic Campus including game field with track, two turf fields, tennis courts, drainage, sewer connection, athletic lighting, sidewalks, permitting and construction phase services.

Bishop Feehan High School
Attleboro, MA

Baseball campus evaluation and master plan to renovate the varsity baseball field to synthetic turf with multipurpose field; provide spectator viewing pavilion, replace the game field turf with track resurfacing, provide entrance way/food truck areas, parking, and pedestrian access.

Algonquin Regional High School
Northborough, MA

Schematic design and cost estimates for the proposed turf stadium and new track with athletic lighting, new bleachers, JV turf field with lights, and tennis court upgrades.

Crocker Field, Fitchburg, MA

Planning, design, and permitting for the conversion of the game field to synthetic turf, and track renovations; project included wetland delineation and geotechnical services.

Cocoa Beach JR/SR High School
Baseball Field and Track Renovations
Cocoa Beach, FL

Provided quality assurance and control through reviewing design and schematic layout documents, and assisted with coordinating meetings to review design and construction progress, including deliverables, reports, timelines, etc.



YEARS' RELATED EXPERIENCE

Gale: 18 | Other Firms: 2

EDUCATION

University of Massachusetts,
 Amherst, BSCE, Cum Laude

CERTIFICATIONS

FHI/NHI Trained Bridge
 Inspector

Confined Space Entry Certified
 (per 29 CFR 1910.146)

OSHA 10-Hour Construction
 Course

ACTIVE REGISTRATIONS

Registered Professional
 Engineer: MA # 48441
 (four additional states)

AFFILIATIONS

WTS – Boston

Tau Beta Pi National
 Engineering Honor Society

PRESENTATIONS

Gale's Discipline Presentation
 Series: Civil Engineering



KYLE F. ROWAN

PROJECT DESIGNER/CAD DESIGNER

Mr. Rowan provides a variety of services ranging from site evaluations, feasibility studies, and master planning, to the development of construction level design plans and specifications. His site development experience includes environmental and zoning research, site layout, grading, stormwater design, and utility design. Additional services include athletic field testing (HIC and Gmax), construction observation and administration, permitting, and cost estimating.

PREVIOUS EXPERIENCE

The Wheeler School, Providence, RI

Conversion of a natural grass multipurpose field to synthetic turf, new lighting, plaza viewing area, parking improvements for 50 cars, and perimeter and interior plantings.

Uxbridge High School, Uxbridge, MA

Topographic survey, planning, design, permitting, and cost estimating for renovations to an existing athletic facility with a new combined synthetic turf softball and multipurpose rectangular field.

Melbourne High School Track Resurfacing Melbourne, FL

Provided design assistance for the track resurfacing project, including preparation of schematic design layout plans and final design for the proposed renovations.

Cocoa Beach JR/SR High School

Cocoa Beach, FL

Assisted with providing schematic layouts for the proposed track and baseball field renovations, and final preferred schematic layouts with preliminary schematic level estimates of construction costs. Assisted with preparing plans and specifications suitable for competitive bidding and provided construction administration services including review of contractor shop drawings and submittals.

Millbury JR/SR High School, Millbury, MA

Provided design, planning, and cost estimating for renovations of the existing athletics facility with a new multipurpose synthetic turf field and track, and synthetic turf softball field; included new amenities building, grandstand seating, ADA accessible walkways, and new parking.



YEARS' RELATED EXPERIENCE

5

EDUCATION

Ithaca College, Bachelors in
Environmental Science

CERTIFICATIONS

OSHA 10-Hour Construction
Course

STEFHANY C. RAPIO.

STAFF ENGINEER

Ms. Rapio is a Staff Engineer in the Civil Engineering Group at Gale. She is responsible for project engineering related to site design and permitting. Technical focus includes athletic track, field, and event layout, synthetic turf design, site drainage analysis and design, utility relocation, road layout and design, design of water and wastewater systems, parking lot layout, and design, and construction phase services.

PROJECT EXPERIENCE

Rockledge High School Track Resurfacing Rockledge, FL

Provided construction observations services of the contractor's work progress and provided written reports outlining and methods and materials of construction progress.

Eau Gallie High School Track Renovation Melbourne, FL

Provided construction observation services of the contractor's work progress and provided written reports outlining and methods and materials of construction progress for the resurfacing of the school's existing track.

Cocoa Beach JR/SR High School

Cocoa Beach, FL

Provided construction observations services of the contractor's work progress and provided written reports outlining and methods and materials of construction progress.

Melbourne High School Softball Field

Melbourne, FL

Provided construction observation services of the contractor's work progress and provided written reports outlining and methods and materials of construction progress.



YEARS' RELATED EXPERIENCE

1

EDUCATION


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

CERTIFICATIONS



OSHA 10-Hour Construction
Course

B) LICENSES AND CERTIFICATIONS

FIRM LICENSES



Department of Business
& Professional Regulation

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Registry #6114

Logged in as **Hogan, Christine**

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| | |
|-------------------------|--------------------------------------|
| License Issued To: | GALE ASSOCIATES (SOUTH), INC. |
| License Status: | Current |
| Originally Licensed On: | 09/19/1991 (mm/dd/yyyy) |
| Expires On: | |
| Modifiers: | Corporation |
| | 09/19/1991 (mm/dd/yyyy) |

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[Address Change](#)
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Back

State of Florida

Department of State

I certify from the records of this office that GALE ASSOCIATES \SOUTH\, INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on August 1, 1990.

The document number of this corporation is P30455.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 19, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*




Secretary of State

Tracking Number: 8620241203CU

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

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



Exhibit B
CERTIFICATE OF LIABILITY INSURANCE

GALEASS-01

MDONOVAN

DATE (MM/DD/YYYY)

4/28/2022

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

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

| PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|-------------|--|-------|-------------|---|-------|-------------|--|-------|-------------|-----------------------------------|-------|-------------|--|--|-------------|--|--|
| INSURED Gale Associates South Inc. 160 N. Westmonte Drive Suite 1200 Altamonte Springs, FL 32714 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Continental Casualty Company (CNA) A, XV</td><td>20443</td></tr><tr><td>INSURER B :</td><td>National Fire Insurance Company of Hartford A(XV)</td><td>20478</td></tr><tr><td>INSURER C :</td><td>Transportation Insurance Company A(XV)</td><td>20494</td></tr><tr><td>INSURER D :</td><td>Lexington Insurance Company A, XV</td><td>19437</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Continental Casualty Company (CNA) A, XV | 20443 | INSURER B : | National Fire Insurance Company of Hartford A(XV) | 20478 | INSURER C : | Transportation Insurance Company A(XV) | 20494 | INSURER D : | Lexington Insurance Company A, XV | 19437 | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Continental Casualty Company (CNA) A, XV | 20443 | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | National Fire Insurance Company of Hartford A(XV) | 20478 | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | Transportation Insurance Company A(XV) | 20494 | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | Lexington Insurance Company A, XV | 19437 | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | 6020017533 | 5/1/2022 | 5/1/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6020017614 | 5/1/2022 | 5/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 6020068143 | 5/1/2022 | 5/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N | N / A | 6020017578 | 5/1/2022 | 5/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liab | | | 031711024 | 5/1/2022 | 5/1/2023 | Per Claim 3,000,000 |
| D | | | | 031711024 | 5/1/2022 | 5/1/2023 | Aggregate 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

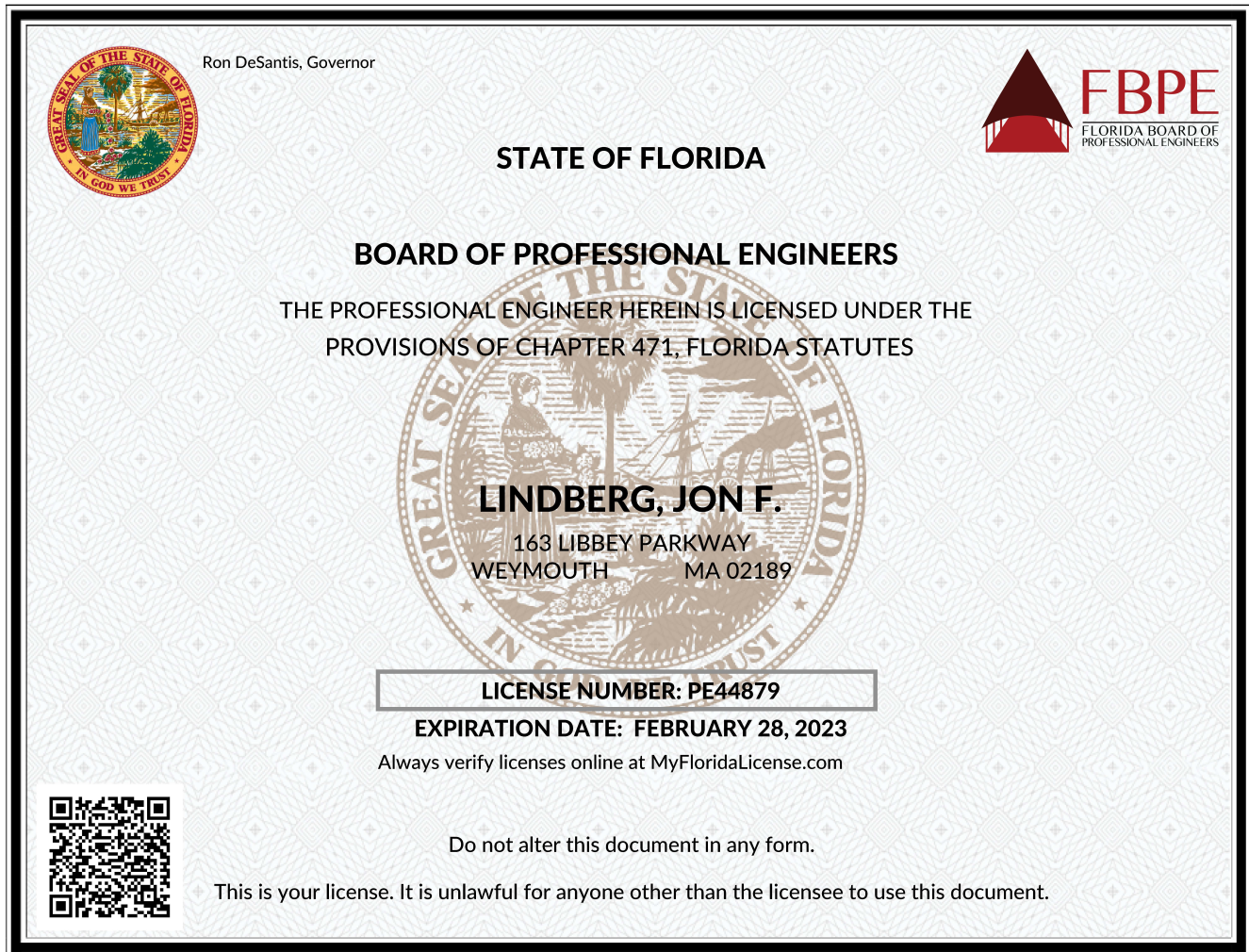
For Proposal Only.

CERTIFICATE HOLDER

CANCELLATION

| | |
|-------------------|--|
| For Proposal Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE gared maxwell |

Jon F. Lindberg, P.E.



Tony B. Robinson, RRC, BECxP, LEED® AP, ABAA



Be it known that

Tony B. Robinson, RRC

having given satisfactory evidence of necessary qualifications with regard to character, education, and experience as required by RCI, Inc. was examined - duly registered - awarded this certificate and is henceforth recognized as a

Registered Roof Consultant

In testimony whereof Registration Number 0664 is issued under the seal of RCI and the signatures of the President and Secretary, this 2nd day of October, 2010

RCI, Inc.

1500 Sandhill Drive, Suite 204
Raleigh, NC 27607
(800) 828-1902 • www.rci-usa.org



R. J. [Signature]
President

Ch. M. [Signature]
Secretary



Tony Robinson
Gale Associates, Inc.
Auditor # 10123

Effective: January 1, 2022
Expires: December 31, 2022



The Auditor listed on this card is licensed by the Building Professionals Quality Institute Inc. (BPQI) for the Air Barrier Association of America Quality Assurance Program Inc. endorsed by the Air Barrier Association of America as a:

Licensed Field Auditor





WISCONSIN
UNIVERSITY OF WISCONSIN-MADISON

The College of Engineering and the Department of
Engineering Professional Development proudly presents to

Tony B. Robinson

this certificate for successfully completing all of the requirements for


Certification as Accredited

**Building Enclosure
Commissioning Process Provider**


with the designation of

BECxP

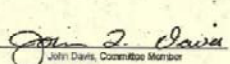
valid until December 31, 2023



Douglas T. Pridemore, Chair of the Certification Committee



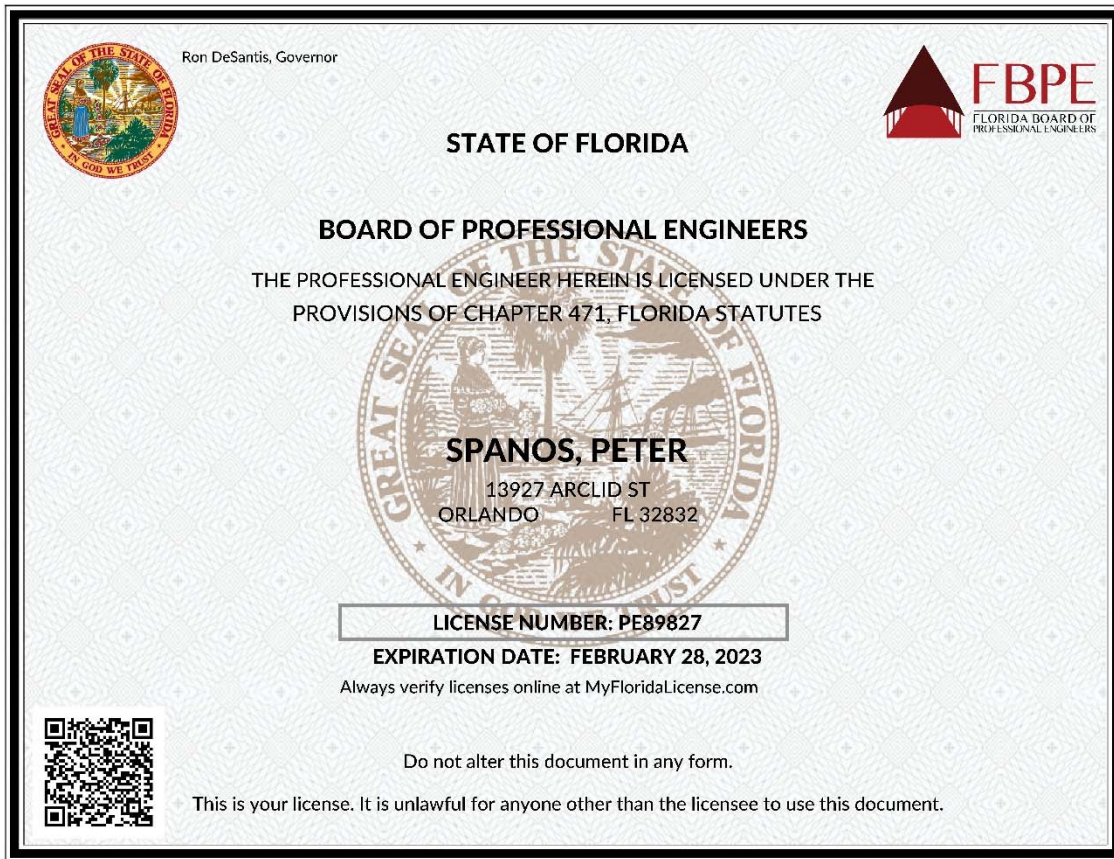
Tony B. Robinson, Commissioning Member



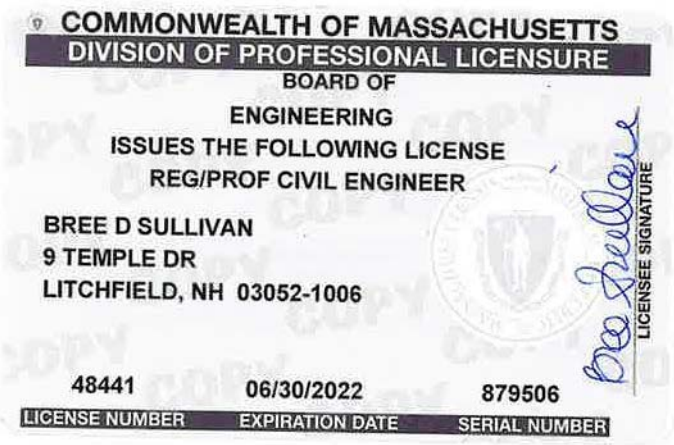
John Davis, Committee Member

BECxP is a Service Mark of the University of Wisconsin-Madison.

Peter Spanos, P.E., CFM, LEED® AP



Bree D. Sullivan, P.E.



C) SUB-CONSULTANTS

Ardaman & Associates, Inc.

| NAME | ROLE | QUALIFICATIONS |
|------------------|-----------------|----------------|
| Jason P. Manning | Senior Engineer | P.E. |

Southeastern Surveying & Mapping Corporation

| NAME | ROLE | QUALIFICATIONS |
|------------------|-----------------|----------------|
| Edwin Munoz, Jr. | Project Manager | PSM |

ABBREVIATIONS KEY

| | |
|------|----------------------------------|
| P.E. | Professional Engineer |
| PSM | Professional Surveyor and Mapper |

Exhibit B

ARDAMAN – FLORIDA BUSINESS REGISTRATIONS

Ardaman had a Certificate of Authorization(CA) license to offer engineering services in Florida. However, As of October 1, 2019, CA's are no longer required. Now firms are required to create a firm registration, adding them to the statewide registry. Because Ardaman had a current and active CA license at the time the new system went into effect on 10/1, we were automatically transferred into the new registry system.

| REGISTRY NUMBER | DISCIPLINE |
|-----------------|----------------------|
| RY5950 | Engineering Services |
| RYGB140 | Geology Services |
| RYZA0000029 | Asbestos Services |

Our CA license number CA5950 is now our registry number RY5950. Firm registrations never expire, and there are no longer any physical documents available. There is no license to print as it is no longer a license; just a registration. There is no expiration date showing because it is no longer a license, and it does not expire. Once our firm is on the registry, it stays on there indefinitely until requested to have removed. It does not need to be renewed or maintained.



Department of Business
& Professional Regulation

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

LICENSEE DETAILS

5:47:27 PM 1/4/2022

Licensee Information

| | |
|---------------|--|
| Name: | ARDAMAN & ASSOCIATES, INC. (Primary Name) |
| Main Address: | 8008 S. ORANGE AVENUE ORLANDO Florida 32809 |
| County: | ORANGE |

License Information

| | |
|-----------------|------------|
| License Type: | Registry |
| Rank: | Registry |
| License Number: | 5950 |
| Status: | Current |
| Licensure Date: | 03/29/1991 |
| Expires: | |

| | |
|------------------------|-------------------------|
| Special Qualifications | Qualification Effective |
| | |
| Alternate Names | |
| | |

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/27/2021

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

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

| | | |
|---|--|-----------|
| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Ardaman & Associates, Inc. 8008 South Orange Avenue Orlando FL 32809 USA | INSURER A: Zurich American Ins Co | 16535 |
| | INSURER B: American Guarantee & Liability Ins Co | 26247 |
| | INSURER C: Lexington Insurance Company | 19437 |
| | INSURER D: American International Group UK Ltd | AA1120187 |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570089527509

REVISION NUMBER:

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

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | GL0181740603 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 1857085 03 | 10/01/2021 | 10/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000 | | | 62785232 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| A B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC254061603 WC185708703 | 10/01/2021 10/01/2021 | 10/01/2022 10/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| C | Env Contr Prof | | | 018182375 Prof/Poll -Claims Made SIR applies per policy terms & conditions | 10/01/2021 | 10/01/2022 | Each Claim \$5,000,000 Aggregate \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Stop Gap Coverage for the following states: OH, ND, WA,WY.

Certificate No : 570089527509

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Ardaman & Associates, Inc. 8008 South Orange Avenue Orlando FL 32859 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

CURRENT AND PROJECTED WORKLOAD

Ardaman's Cocoa branch office has up to a hundred of short-duration projects per year and dozens progressing at any given time. As a geotechnical and environmental engineering and construction material testing company, we do not usually carry a large backlog of work. We typically work on a short-term basis, providing geotechnical and/or environmental recommendations required by the design team to complete its plans, as well as construction materials testing services required during the construction phase. We currently do not have any long-term, ongoing contracts that prevent us from dedicating resources. Also, we do not forecast any such long-term contracts that would prevent us from doing so in the future.



JASON P. MANNING, P.E.
SENIOR PROJECT ENGINEER

ARDAMAN & ASSOCIATES, INC., COCOA & PORT ST. LUCIE



EDUCATION

B.S. Environmental Engineering, University of Florida, 1993

REGISTRATION / CERTIFICATION

Professional Engineer, Florida, No. 53265

EXPERIENCE

Mr. Manning manages the Cocoa and Port St. Lucie Branch offices and has 29 years of experience in geotechnical and environmental engineering and construction materials testing. Responsibilities include serving as Project Manager for various subsurface soil explorations, geotechnical engineering evaluations and construction materials testing projects. Mr. Manning also oversees various environmental projects including Phase I and II assessments, site assessments, and remedial activities.

Continuing Service Contracts for Geotechnical, Environmental, and Construction Materials Testing Services

Mr. Manning serves as Contract Manager and Senior Project Engineer on numerous geotechnical, environmental, and construction material testing projects for various municipalities under continuing contracts on a wide range of utility engineering, stormwater management, roadway, and infrastructure projects. Ardaman's services included subsurface exploration and geotechnical engineering analyses along with construction materials testing of soils, concrete, pavement materials (asphalt, base and subgrade), and masonry units. Projects include utility services, roadways, stormwater systems, parking garages and buildings.

- *Brevard County*
- *City of Melbourne*
- *City of Cocoa*
- *City of New Smyrna Beach, Utilities*
- *City of Cape Canaveral*
- *St. Lucie County*
- *Indian River County*
- *City of Fort Pierce*
- *City of Port St. Lucie*
- *Martin County*

Cady Way Park Athletic Fields, Winter Park, Florida

Mr. Manning served as Project Manager for the subsurface soil exploration at this existing athletic field facility. Our scope included collecting subsurface data to be used in designing synthetic field surfaces.

Fay Lake Park Drainage Structures, Brevard County, Florida

Mr. Manning served as Project Manager at this park facility for the subsurface soil exploration conducted for drainage improvements.

Lee Wenner Park Parking Pavement Improvements, Cocoa, Florida

Mr. Manning served as Project Manager for the subsurface soil exploration for new parking areas at this park facility.

Long Point Park Building and Stormwater, Brevard County, Florida

Mr. Manning served as Project Manager for the subsurface soil explorations at this park facility. The project included evaluation of shallow foundations for several new buildings at the park facility.

Wickham Park Disability Building, Melbourne, Florida

Mr. Manning served as Project Manager at this park facility for the subsurface soil exploration performed for this new building.

Medical Facility Expansion, New Smyrna Beach, Florida

Mr. Manning served as Senior Project Engineer for the subsurface soil exploration of this building expansion and new parking lot on Canal Street.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

LICENSE NUMBER: PE53265

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Exhibit B



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

License No.: **LB2108**
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 ALL AMERICAN BOULEVARD
ORLANDO, FL 32810-4350

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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



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

License No.: **LS7288**
Expiration Date February 28, 2023

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

EDWIN MUNOZ JR.
5682 WESTERN SUN DR
SAINT CLOUD, FL 34771-7492

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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

Exhibit B



SOUTSUR-02

TALLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2021

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

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

| PRODUCER Insurance Office of America, Inc. 1655 West State Road 434 Longwood, FL 32750 | CONTACT NAME: Mary Ramsey PHONE (A/C. No., Ext.): (407) 998-4158 14158 FAX (A/C. No.): (407) 788-7933 E-MAIL ADDRESS: Mary.Ramsey@ioausa.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|---|-------|--|-------|--|-------|-------------|--|-------------|--|
| INSURED Southeastern Surveying & Mapping Corporation 6500 All American Blvd Orlando, FL 32810-4350 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER D : Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Transportation Insurance Company | 20494 | INSURER B : Continental Insurance Company | 35289 | INSURER C : Bridgefield Casualty Insurance Company | 10335 | INSURER D : Endurance American Insurance Company | 10641 | INSURER E : | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | |
|---|--|--------------------|----------------|-------------------------|-------------------------|---|-----------|--|--|
| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Total Agg limit \$12, GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOC OTHER: | | 6081133087 | 6/25/2021 | 6/25/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | 6081133042 | 6/25/2021 | 6/25/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 6081133056 | 6/25/2021 | 6/25/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N / A | 19643430 | 6/25/2021 | 6/25/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | |
| D | Errors & Omissions | | DPL30001136602 | 6/25/2021 | 6/25/2022 | Per Claim | 5,000,000 | | |
| D | Errors & Omissions | | DPL30001136602 | 6/25/2021 | 6/25/2022 | Aggregate | 5,000,000 | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) "FOR INFORMATIONAL PURPOSES ONLY" | | | | | | | | | |

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Southeastern Surveying and Mapping Corporation INFORMATION PUPOSES 6500 All American Blvd. Orlando, FL 32810 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

ACORD 25 (2016/03)

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Exhibit B

The following is a sample of the current workload of SSMC in the area.

Project Name: Professional Surveying and Mapping Services

Client Name: Polk County

Commencement Date: 09.2021

Completion Date: Contract valid through 2026.

Project Cost: Cost is based on on-call services & the contract is still active.

Project Name: Truck Distribution Lot at 11070 Intermodal Way

Client Name: OM Engineering Services, Inc.

Commencement: 05.12.2022

Project Completion Date: 06.30.2022

Project Cost: \$10,888.000

Project Name: 2022 Orange County Benchmark Project

Client Name: Orange County

Commencement Date: 02.14.2022

Completion Date: 05.16.2022

Project Cost: \$54,847.26

Project Name: Avalon Road (CR 545) Roadway Conceptual Analysis (RCA)

Client Name: Johnson, Miriam, and Thompson, Inc.

Commencement Date: 10.25.2021

Completion Date: 10.25.2022

Project Cost: \$25,846.00

Project Name: Aviation Boulevard

Client Name: Kimley-Horn and Associates, Inc.

Commencement Date: 06.21.2022

Completion Date: 08.02.2022

Project Cost: \$93,686.00

Project Name: Canoe Creek Road Widening

Client Name: RS&H, Inc.

Commencement Date: 03.23.2022

Completion Date: 05.23.2024

Project Cost to Date: \$3,566.31

Project Name: City of Deltona Continuing Civil Engineering Services

Client Name: Mead & Hunt, Inc.

Commencement Date: 02.15.2022

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: City of Flagler Beach Fishing Pier

Client Name: Moffat & Nichol, Inc.

Commencement Date: 01.18.2022

Completion Date: Ongoing

Exhibit B

Project Cost to Date: Ongoing

Project Name: City of Orlando Continuing Services Engineering Contract

Client Name: CDM Smith, Inc.

Commencement Date: 02.04.2022

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Continuing Service Contract for Survey and Mapping Services

Client Name: The School District of Osceola County

Commencement Date: 08.02.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Continuing Engineering Services

Client Name: City of Tavares

Commencement Date: 04.09.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Continuing Engineering, Architectural, and Land Surveying Consulting Services for the Town of Lady Lake

Client Name: Town of Lady Lake

Commencement Date: 03.09.2022

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Continuing Professional Engineering Design Services for Orange County

Client Name: TLP Engineering Consultants, Inc.

Commencement Date: 09.30.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Forest Brook Drainage Phase 1

Client Name: Vanasse Hangen Brustlin, Inc.

Commencement Date: 05.02.2022

Completion Date: 06.30.2022

Project Cost to Date: \$9,618.35

Project Name: General Civil Engineering Services for the City of Orange City

Client Name: Neel-Shaffer, Inc.

Commencement Date: 06.25.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Hartwood Marsh—Phase 1

Client Name: OM Engineering Services, Inc.

Commencement Date: 03.09.2022

Completion Date: Ongoing

Exhibit B

Project Cost to Date: \$19,685.50

Project Name: Indian River Boulevard

Client Name: Indian River County

Commencement Date: 04.08.2022

Completion Date: Ongoing

Project Cost to Date: \$25,138.56

Project Name: Jalarmy Road and Lake Minneola Shores Roundabout

Client Name: CPH Consulting, Inc.

Commencement Date: 11.02.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Lake County On-Call Transportation and Traffic Engineering Services

Client Name: Metric Engineering, Inc.

Commencement Date: 08.24.2021

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Landers Watermain Extension Topographic Survey

Client Name: Landers Recycling, Inc.

Commencement Date: 05.03.2022

Completion Date: Ongoing

Project Cost to Date: \$5,319.50

Project Name: Liberty Avenue Stormwater Improvements

Client Name: DRMP, Inc.

Commencement Date: 03.07.2022

Completion Date: Ongoing

Project Cost to Date: \$6,359.26

Project Name: Lake Ola Stormwater Improvements Design and Technical Support

Client Name: CDM Smith, Inc.

Commencement Date: 12.21.2022

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: North Thorpe Avenue Specific Purpose Right-of-Way Project

Client Name: City of Orange City

Commencement Date: 05.18.2022

Completion Date: 06.29.2022

Project Cost to Date: \$1,595.00

Project Name: Ocoee Crown Point

Client Name: Wire Development, LLC.

Commencement Date: 03.09.2022

Completion Date: Ongoing

Project Cost to Date: \$9,269.50

Exhibit B

Project Name: Lake County On-Call Civil Engineering Services

Client Name: OM Engineering Services, Inc.

Commencement Date: 08.22.2022

Completion Date: Ongoing

Project Cost to Date: Ongoing

Project Name: Oregon Street Topographic Survey

Client Name: Scott & Cormia Architecture and Interiors

Commencement Date: 06.13.2022

Completion Date: 07.25.2022

Project Cost to Date: Ongoing

Project Name: Osceola Corporate Center

Client Name: Fore Property Company

Commencement Date: 05.20.2022

Completion Date: 07.01.2022

Project Cost to Date: \$9,135.00

Project Name: St. Cloud East Substation

Client Name: Ameresco, Inc.

Commencement Date: 05.24.2022

Completion Date: 07.05.2022

Project Cost to Date: \$2,218.00

Exhibit B

Rockledge High School Track and Field, Sub-Consultant

Brevard County, Florida

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Space Coast High School Track and Field, Sub-Consultant

Brevard County, Florida

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Astronaut High School Track and Field, Sub-Consultant

Brevard County, Florida

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Cocoa Beach High School Track and Field, Sub-Consultant

Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

Cocoa Beach High School Baseball Field, Sub-Consultant

Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing baseball field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing.

Eau Gallie High School Track and Field, Sub-Consultant

Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing.

Exhibit B

Heritage High School Track and Field, Sub-Consultant Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing.

Melbourne High School Softball Field, Sub-Consultant Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing softball field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners.

Melbourne High School Softball Field, Sub-Consultant Brevard County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners.

Parks Capehart Park Basketball Cover Orange County, Florida

The scope of this project included but was not limited to a topographic survey and subsurface utility designation for the purpose of improving the existing area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing.

Downey Park Pickleball Court Orange County, Florida

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing pickleball court area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements.

Trotwood Basketball Courts City of Winter Springs, Florida

The scope of this project included but was not limited to a topographic survey and subsurface utility designation for the purpose of improving the existing basketball court area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements.

Exhibit B

Edwin Munoz, Jr., PSM
2020 Florida Registration LS7288



Employment

Southeastern Surveying and Mapping Corporation
Project Surveyor

Florida
2017-Present

Edwin has 11 years of Professional Surveying and Mapping Experience. The tasks on which Edwin has experience include but are not limited to, Topographic Surveys, Boundary Surveys, American Land Title Association/American Congress of Survey and Mapping, Boundary Surveys, As-Built Surveys, Construction Layouts, Control Surveys, Hydrographic Surveys, Wetland Delineation Surveys, Quantity Surveys, Land Platting, and other Special Purpose Surveys. **Edwin commits to be hands-on with project resources, research, and reconnaissance to ensure the delivery of a quality product on time and within budget.**

Education

- Geomatics Certificate, University of Florida
- Bachelors of Arts in Business Administration University of Central Florida
- Associates in Science in Drafting and Design Technology, Eastern Florida State College
- Continuing Education for Licensing Requirements

Organizations

- Central Florida Chapter of the Florida Surveying and Mapping Society
- National Society of Professional Surveyors
- Florida Surveying and Mapping Society

Relevant Project Experience

Rockledge High School Track and Field, Sub-Consultant **Brevard County, Florida**

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Space Coast High School Track and Field, Sub-Consultant **Brevard County, Florida**

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Astronaut High School Track and Field, Sub-Consultant **Brevard County, Florida**

The scope of the project included but was not limited to a topographic survey and was performed for the purpose of improving the existing track and field area. The project included establishing or recovering the horizontal and vertical project controls, establishing the location of all improvements to the project area, and locating utilities based on above-ground features.

Cocoa Beach High School Track and Field, Sub-Consultant **Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

**Cocoa Beach High School Baseball Field, Sub-Consultant
Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing baseball field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

**Eau Gallie High School Track and Field, Sub-Consultant
Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

**Heritage High School Track and Field, Sub-Consultant
Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

**Melbourne High School Softball Field, Sub-Consultant
Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing softball field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

**Melbourne High School Softball Field, Sub-Consultant
Brevard County, Florida**

The scope of this project included but was not limited to a topographic survey for the purpose of improving the existing track and field area. The project included locating the horizontal and vertical project controls, locating all improvements and utilities, as evidenced by above-ground features or if designated by the utility owners, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be show on the final drawing. A minimum of two site benchmarks were established and topographic coverage was limited to the area outlined by the client.

D) RECENTLY SUCCESSFULLY COMPLETED SIMILAR SERVICES

| PROJECT NAME | CLIENT |
|--|-------------------------------|
| Cocoa Beach JR/SR High School Baseball Field | Brevard Public Schools |
| Rockledge High School Track | Brevard Public Schools |
| Cocoa Beach JR/SR High School Track | Brevard Public Schools |
| Eau Gallie Track Renovation | Brevard Public Schools |
| Melbourne High School Track Renovation | Brevard Public Schools |
| Mainland High School Track Renovation | Brevard Public Schools |
| New Smyrna Beach High School Track | Brevard Public Schools |
| Bibb County High School Track & Synthetic Turf Field | Bibb County |
| Ansin Sports Complex Phase IV | City of Miramar |
| Mainland High School Track | Volusia County Schools |
| Spruce Creek Track | Volusia County Schools |
| Deltona High School Track Renovation | Volusia County Schools |
| Atlantic High School Turf Renovation | Volusia County Schools |
| Tampa Preparatory School | Tampa Preparatory School |
| Sparkman High School Track Renovation | Ward Scott Architecture, Inc. |
| Melbourne Turf Field | Brevard Public Schools |
| Alonso High School GMax Testing Services | ACT Global, Inc. |
| Blake High School GMax Testing & Re-testing Services | ACT Global, Inc. |
| Astronaut High School Track Resurfacing | Brevard Public Schools |
| MacDill AFB 19-0058 Con SOCOM WW Design & CPS | B. Frank Studio, LLC |
| Riverview High School GMax Testing Services | ACT Global, Inc. |
| Sumner High School GMax Testing Services | ACT Global, Inc. |
| Celebration High School Field Turf GMax Testing Services | Field Turf USA, Inc. |
| Watts Water Tech. Site Assessment & Schematic Design | Watts Water Technologies |

E) CLIENT REFERENCES

BREVARD PUBLIC SCHOOLS

Contact Person: Timothy Brown, Construction Manager
Telephone No.: (321) 271-4315
E-Mail Address: Brown.timothy@brevardschools.org

HILLSBOROUGH COUNTY PUBLIC SCHOOLS

Contact Person: Stephen Ellis, Project Manager
Telephone No.: (813) 272-4000
E-Mail Address: Stephen.ellis@hcps.net

SEMINOLE COUNTY PUBLIC SCHOOLS

Contact Person: Joan Van Sickle, Project Manager
Telephone No.: (407) 320-0071
E-Mail Address: vansijz@scps.k12.fl.us

VOLUSIA COUNTY SCHOOLS

Contact Person: Michael (Tony) Franco, Project Manager
Telephone No.: (386) 947-8786
E-Mail Address: mafranco@volusia.k12.fl.us

GREATER ORLANDO AVIATION AUTHORITY

Contact Person: Alex Sorondo, Sr. Aviation Project Manager
Telephone No.: (407) 389-9134
E-Mail Address: Alejandro.sorondo@goaa.org

F) STAFF ORGANIZATION



G) WORKLOAD

| Project Name | Client Name | Project Design Commencement | Projected Design Completion | Construction Dollar Value |
|--|------------------------|-----------------------------|-----------------------------|---------------------------|
| Ansin Sports Complex – Phase IV | City of Miramar | June 2020 | June 2022 | \$950K |
| MacDill AFB SOCOM Warrior Warehouse | US Government | December 2020 | April 2022 | \$1.2M |
| Cocoa Beach High School – Track & Baseball Field | Brevard Public Schools | March 2021 | May 2022 | \$1.0M |
| Melbourne High School – Track & Field | Brevard Public Schools | February 2021 | July 2022 | \$617K |
| Eau Gallie High School – Track & Field | Brevard Public Schools | March 2021 | July 2022 | \$538K |
| Rockledge High School – Track & Field | Brevard Public Schools | April 2021 | July 2022 | \$761K |
| Astronaut High School – Athletic Field Renovations | Brevard Public Schools | September 2021 | December 2022 | \$900K est. |
| Heritage High School – Athletic Field Renovations | Brevard Public Schools | May 2022 | January 2023 | \$600K est. |
| Space Coast High School – Track & Field | Brevard Public Schools | June 2022 | January 2023 | \$1.1M est. |

Gale is sufficiently staffed with Registered Civil Engineers and Architects, Structural Engineers, and Registered Consultants. The Project Team for the City of Indian Harbour Beach will be able to support this project in accordance with the requirements outlines in the RFQ. Gale is sufficiently staffed to provide bid and construction phase services, including administration, on-site monitoring if requested, and field test verifications with our proposed Team and internal staff support. Gale's current and anticipated workload allows for Project Team members to dedicated sufficient time to this project. All services will be performed by full-time Gale staff without the need for additional hires from our Florida office location.

Currently, Gale does not have any civil engineering projects contracted with the City of Indian Harbour Beach.



H) PROJECT APPROACH AND TIMELINE

Gale has reviewed the project requirements as set forth in the City of Indian Harbour's Request for Qualifications No. 2022-02: Architectural/Engineering Services to Design the Expansion of the Algonquin Sports Complex; and have gained an understanding of the City's interest to select *one* qualified firm to provide the requested services. We understand that the City desires a multi-review site plan process where staff and the City Council can provide feedback throughout the site plan development and specific amenities/structures construction plan development, and that the City's ultimate goal is to enhance the quality of life of residents by providing greater opportunities for families and the community to connect at the park.

Additionally, we recognize that the City wishes to use the Algonquin Sports Complex as a means to innovatively enhance its public park and recreational amenities, and has subsequently partnered with the East Central Florida Regional Planning Council (ECFRPC), whom has prepared a Citizen-Driven Conceptual Redevelopment Plan (CDCRP) in order to plan for the park's expansion. Based on the City's RFQ and the CDCRP developed by the ECFRPC, we have the following understandings of the existing site conditions, as well as the current recommendations for the expansion of the Algonquin Sports Complex:

OVERVIEW

The Algonquin Sports Complex is located in the City of Indian Harbour Beach in Brevard County. The city is situated on a barrier island with the Atlantic Ocean to the east and the Indian River Lagoon to the west, positioning the Algonquin Sports Complex roughly in the center of the barrier island, with the main point of entry being on Wimico Drive. The Algonquin Sports Complex is provided drainage through a canal located on the north side of the property, of which drains west into the Indian River Lagoon.



The Sports Complex is entirely surrounded by residential uses, majorly single-family homes with some multi-family residences lying at the eastern boundary where the park is undeveloped, as shown in the image below. The City recognizes this and supports the use of public engagement in planning new park amenities that will best mix with the existing neighborhood's structure, character, and aesthetic. The park itself is located less than a half-mile from the Atlantic Ocean and only about a mile away from the Indian River. Being a coastal community, the City recognizes the strong need to consider risks from climate change, such as hurricanes and coastal flooding, in all park and facility planning. As such, this Plan will be supplemented by a Vulnerability Assessment that will examine all potential threats the park may be susceptible to in both the short and long-term. This information will be used to develop recommendations for effective stormwater management and redesign of the park.

The park entrance along its southern border at N Osceola Dr. hosts informal parking that needs to be redeveloped into a more suitable parking lot. In past years it was mainly used as parking for soccer games and other park events. The formal parking spaces near the West entrance of the park (via Crespino Ct.) currently hosts a total of 105 parking spaces. The City would like to double the available parking spaces at the Sports Complex by developing at least 100 new parking spaces at the N Osceola entrance. It will be improved with the expansion to provide enhanced park access and new parking spaces.

Existing infrastructure that includes a utility tower, storage lot, and warehouse must not be disturbed or moved for the park expansion. The infrastructure only occupies a small portion of the park: 15,600 sq. ft. (120 ft X 130



ft). A dirt trail that encircles the undeveloped portion of the park is used regularly by the City and also provides access to the stormwater drainage canal at the northern border of the site. The City expressed interest in seeing the unpaved trail be used as a base for a new multiuse path that encircles the entire Algonquin Sports Complex.

EXISTING SITE CONDITIONS OF THE PARK

Existing Park Amenities:

- Baseball Field
- Little League Field
- Softball Field
- Soccer Field
- Meeting Room
- Concession Stand



CHALLENGES AND OPPORTUNITIES WITH DESIGN

| CHALLENGES | OPPORTUNITIES |
|--|--|
| <ul style="list-style-type: none"> • Space and connectivity restrictions due to bordering jurisdictions | <ul style="list-style-type: none"> • Almost 10 acres of undeveloped space to build on |
| <ul style="list-style-type: none"> • Existing wildlife and protected species (Coyotes, gopher tortoise, etc.) | <ul style="list-style-type: none"> • New recreational opportunities for residents of all types and ages |
| <ul style="list-style-type: none"> • Park infrastructure and facilities that must be incorporated into the expansion | <ul style="list-style-type: none"> • Existing drainage canal available to facilitate drainage and mitigate flood risks |
| <ul style="list-style-type: none"> • Need for more accessible parking | <ul style="list-style-type: none"> • Existing Park features that are more active and help balance new passive amenities |
| <ul style="list-style-type: none"> • Concerns over park safety and hours after dark near residential land uses | <ul style="list-style-type: none"> • Proximity to residential spaces and potential park users |
| <ul style="list-style-type: none"> • Managing increases in lighting, noise, and traffic that may occur due to expansion | <ul style="list-style-type: none"> • Resident feedback from public engagement activities to help guide the park redevelopment process |
| <ul style="list-style-type: none"> • Considering expressed concerns over homeless activity near the park | <ul style="list-style-type: none"> • Proximity to City buildings and local schools |

POTENTIAL VULNERABILITIES

The extent and depth of flooding will depend on multiple factors including rainfall, wind, tides, and storm surge. Every flood is unique and is unlikely to match the flood zone determined precisely, even during a 100-Year event. Overall, the Algonquin Sports Complex will see minimal direct impacts from a 100-Year flood event, however, this does not rule out the possibility of flooding.

RESILIENCY

Recognizing momentum in the resilience work across the region, we understand that the ECFRPC adopted a resolution in 2018, recommitting to regionalism and supporting a program to convene stakeholders to develop a structure and framework for a united resilience effort. Committees were formed and experts convened, and three pillars were identified under the resilience umbrella; (people) Health + Equity, (places) Build Infrastructure + Natural Environment, and (prosperity) Economic Resilience. Throughout each pillar is a reduction of risks, vulnerabilities and the carbon footprint, and an increase in sustainability goals. Resilience to any disaster rests on the premise that all aspects of a community – its places, people, and prosperity – are strong, and we find that the Indian Harbour Beach community are not outside this premise. With the resiliency framework, best practice research findings, and Vulnerability Assessment results in mind, the following recommendations for the park expansion were developed.



PARK RESILIENCY RECOMMENDATIONS

- 1) Encourage installation and maintenance of native trees and shrubs.
- 2) Utilize permeable pavements in the Algonquin Sports Complex to reduce impervious surfaces, particularly near the drainage canal.
- 3) Strengthen canal clearing and maintenance programs.
- 4) Encourage the installation of Florida-friendly landscaping near drainage canal and other drainage structures.
- 5) Reduce excess grass clippings, fertilizers, and pesticides on the Algonquin Sports Complex property.

PUBLIC ENGAGEMENT ACTIVITY REPORT SUMMARY

During the Summer of 2021 the City of Indian Harbour Beach entered into an agreement with the ECFRPC to develop a conceptual plan for the redevelopment of the Algonquin Sports Complex, of which the ECFRPC conducted *three* extensive public engagement events (“workshops”) for the park redevelopment (conducted on 11/20/2021, 1/28/2022, & 4/5/2022), utilizing a mixed approach in conducting public engagement by doing both traditional workshops as well as online public outreach, and a host of other outreach strategies.

After the third public workshop was completed and participant feedback had been analyzed, the planning team found that residents desired a mix of the three park redesign approaches that were promoted in the City’s outreach materials and activities. These three approaches were: **community-oriented**, **nature-oriented**, and **sports-oriented**. To provide this mix the planning team decided to develop a hybrid park redevelopment proposal that would incorporate distinct features from each redesign approach. With support from the City, the following new amenities were proposed for the sports complex expansion:

- Multiuse Athletic Field
- Multiuse Trail that Encircles the Entire Park
- Three Basketball Courts
- Two Tennis/Pickleball Courts
- Small Pump Track
- Eight Picnic Gazebos
- Splash Pad
- Two Playground Areas
- Dog Park

To meet the various design objectives underlined in the City’s priorities, park resiliency recommendations, and public engagement outcomes, we understand that several different amenities and features have been incorporated into the final park redevelopment proposal, and that many help to support the comfort of park users and to make it more accessible to residents of all ages and all physical ability types.

- Installation of trees or shrubs along the perimeter of park to act as a noise buffer, water runoff filtration system, and to provide shade along the multiuse trail
- Installment of passive, outdoor workout equipment along the multiuse trail
- Use of local plants, shrubs, trees, and flowers, especially at the entryway for the central courtyard. Use of flowers and effective landscaping will give the park a more natural feel
- Incorporating lighting near those park amenities that are desired and approved for use after the sun has gone down

Based on the data collected and analyzed by the ECFRPC from the Public Engagement Activity Report Summary, we have the following understanding of the City's priorities of the park's redevelopment:

Park Redesign Priority Area #1:

Placemaking to Prioritize Spaces and Places that Emphasize Community Gathering

Supporting Redesign Proposal Elements:

- Park pathways and attached courtyard space in the center for park events
- Dog park
- Picnic gazebos
- Playgrounds and splash pad
- Parking and bike parking amenities
- Park benches and shade trees

Park Redesign Priority Area #2:

Balance and Enhance Active and Passive Recreational Opportunities for all Residents

Supporting Redesign Proposal Elements:

- Combination of and easy access between both types of recreational opportunities
- Proposed multifunctional open space that increases recreational options
- Park design that separates active amenities from passive amenities
- Proposed sports equipment rental facility to support a diverse range of outdoor hobbies
- Friendly to all ages and all physical abilities with all amenities being wheel-chair accessible



Park Redesign Priority Area #3:

Protecting and Preserving Natural Resources Through Environmentally Friendly Design

Supporting Redesign Proposal Elements:

- Native plants/trees to beautify park, increase comfort, and enhance water drainage and filtration
- Maximized green space and minimized paving on park property
- Placement of park amenities to avoid the unnecessary inundation of the park's drainage canal
- Use of pervious pavement for the shared walking/biking trail
- Low-Impact Development inspired design to align with the character of the existing community and promote effective stormwater management



SUMMARY OF RECOMMENDATIONS

Based on the analysis and findings of the vulnerability assessment, several recommendations can be made to increase the long-term resiliency of the Algonquin Sports Complex:

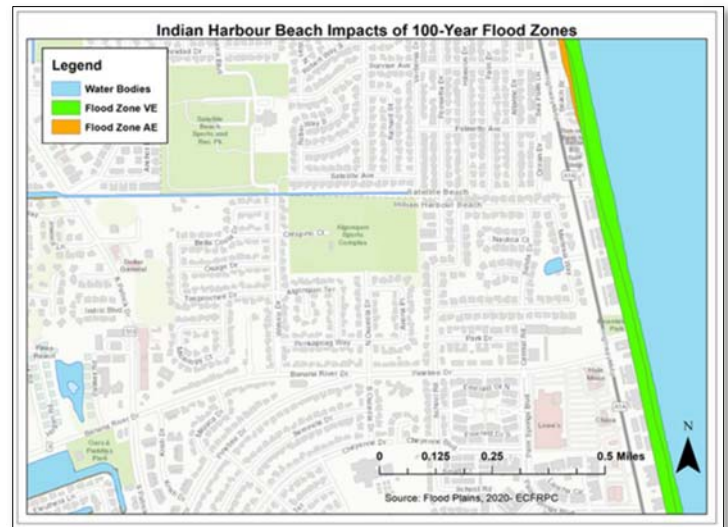
Recommendation #1: Encourage installation and maintenance of Florida friendly trees and shrubs.

Recommendation #2: Utilize permeable pavements in the Algonquin Sports Complex to reduce impervious surfaces, particularly near the drainage canal.

Recommendation #3: Strengthen canal clearing and maintenance programs.

Recommendation #4: Encourage installation of Florida-friendly landscaping near drain-age canal and other drainage structures.

Recommendation #5: Reduce excess grass clippings, fertilizers, and pesticides on the Algonquin Sports Complex property.



GALE'S APPROACH

The City's RFQ, as well as the Citizen-Driven Conceptual Redevelopment Plan (CDCRP) prepared by the East Central Florida Regional Planning Council (ECFRPC), convey the City's vision of enhancing the quality of life of residents by providing greater opportunities for families and the community to connect through the expansion of the Algonquin Sports Complex; a 25-acre, City-owned Park (approximately 50% underdeveloped) located in the northern portion of the City, along the boundary between the City and Satellite Beach; to be designed with any applicable construction plans accomplished in a timely manner. Based on our review of this RFQ, the CDCRP, and additional preliminary site research, we propose the following scope of services:

Phase 1: Background Evaluation, Facility Assessment, and Schematic Design

- Attend a "start-up" meeting with City representatives to finalize the project goals, design criteria and milestone schedule. During this meeting, we will review renovation strategies for the park expansion and refine our understanding of the project scope, as needed. We will also prepare the meeting agenda and issue-related meeting minutes.
- Compile and review the existing site plan information provided by the City and research local and state information regarding site constraints. We will utilize this information to assist with field utility and drainage verifications. Gale will also review local planning and zoning regulations. Specifically, we would like any site/civil/utilities plans available for the parcel.
- Complete a site visit to gain a better understanding of existing facilities. We will document above grade existing conditions and visible utilities, etc., at this time.
- Complete a series of geotechnical borings at key project locations, to characterize the underlying geotechnical strata. This information is necessary to establish the design parameters for the construction of the park

expansion, and other foundations if required for amenities buildings, shade structures, spectator seating, etc. Acquiring geotechnical information during the schematic phase will allow Gale to consider, and better estimate, potential site implications for development.

- Conduct a topographic survey of the site including horizontal control based on the FL State Plane Coordinate System (NAD83) and vertical control tied to the North American Vertical Datum (NAVD88). The resulting base plan is expected to include approximate property lines, conservation area setbacks, floodplain and wetlands, if applicable; additional regulatory buffers, visible utility location and show 1' contours.
- Using the design program, base plan, and existing conditions information developed, Gale will prepare schematic layouts for the proposed expansion. We will consider surfacing options, other programming items, etc.
- Meet with City representatives to present and review the schematic layout and material options. Meeting minutes will be prepared and distributed by Gale. Based on the results of the meeting and options selected by the City, we will finalize the Schematic Design Option on the preferred option.
- Based on the layout described above and the products designated for inclusion into the final option, we will prepare preliminary construction cost estimates suitable for initial budget development.



- Gale's design team will work closely with the City and the community as a whole, to integrate the building components into the fabric of the Algonquin Sports Complex. As a community use facility, it is important that the entire site be designed to create a cohesive experience from the parking lot to the fields, paths, and support structures. Connections, entrances, views, plantings, and lightings should all work together to create a safe and welcoming destination for City residents and visitors.
- Surveying Services: Gale will retain the services of Southeastern Surveying and Mapping Corp. (SSMC) to perform property line and topographical survey of the existing conditions for the park.
- Geotechnical Services: Gale will retain the services of a Geotechnical Consultant, Ardaman & Associates, Inc. (A&A) to complete a series of geotechnical borings at key project locations, to characterize the underlying geotechnical strata and establish the design parameters for the building foundations, shade structures, athletic light pole foundations, parking, and associated site amenities. A&A will retrieve samples and complete laboratory testing to characterize the soils.
- Following the final meeting with the City and user groups to review the conceptual plans, Gale will be provided with direction and approval of a preferred conceptual plan prior to proceeding with the schematic design. Provide color rendering of the site conceptual plan
- Meet with the City to present and review each design submission. Gale will issue meeting minutes.



- Develop a proposed schedule of construction, including phasing of the City approved design elements. The phasing plan will consider the City's chosen priorities, the need to keep project elements fully functional at any given time, as well as potential fiscal constraints.
- Make design development progress submissions at the 30%, 60%, and 100% stages of completion, with each submission to include plans, details, and technical specifications. Construction cost estimates will also be included with each submission. Meet with the City to present and review design recommendations at each submission. Issue meeting minutes to confirm our understanding of City's intent.

Phase 2 - Permitting

- Assist the City with identifying permits that will be required for the project completion.
- Attend pre-submission meetings with City officials and the Water Management District (when applicable). Prepare milestone schedule for permitting submissions, review, and meetings. Review schedule with the City.
- Assist the City in preparing the permit application, attend site visits, meetings/hearings related to the permit applications.

Phase 3 – Bid Specifications & Plans

- Following the receipt of permit decisions, the City's comments from the Engineering and Design Phase and authorization to proceed, we will finalize the site design documents suitable for competitive bidding and provide the City with a set of construction drawings stamped by a Registered Civil Engineer or registered design professional, as appropriate.
- Utilize the City's non-technical "front-end" contract requirements for the preparation of the contract documents.

Phase 4 – Bid Administration

- Assist the City with bid phase services including:
 - Attend a pre-proposal conference for prospective bidders.
 - Respond to requests for clarification.
 - Assist the City with issuing addenda to the bid documents, if required.
 - Review the three (3) apparent low bid submissions for completeness and responsiveness.
 - Evaluate the bidder's performance on representative projects and provide a summary and opinion to the City for award consideration.

Phase 5 – Construction Documents

- Following the City's award to contractor, we will prepare a set of construction documents incorporating changes made during the bid process and suitable for Building Department permitting. Provide the City with a set of signed and sealed construction documents for the contractor's use in obtaining building permits.

Phase 6 – Construction Phase Services

- During the construction phase, Gale will provide field personnel to monitor the civil/site work with regards to compliance with specifications and drawings. Our monitoring services may consist of full-time or periodic site visits. Gale will provide site visit reports detailing field observations including photographs, comments, etc. Deficiencies discovered during our field visits will be identified and submitted along with site visit reports.
 - Contract Administration services will also include the following:
 - Attend the pre-construction conference with the selected contractor.



- Review contractor shop drawings and material submittals for general compliance with contract requirements.
- Respond to requests for information (RFIs) and issue clarification sketches, if needed. Review contractor requests for payment and assist with the preparation of change orders.
- Review results of testing procedures (e.g., compaction testing, pressure testing of water lines, etc.).
- Perform quality control site visits to observe the project's general compliance with the contract requirements and schedule. Prepare a field report for each site visit and distribute to the City and the contractor. Attend construction meetings and prepare minutes for distribution.
- Perform substantial completion observations.

Phase 7 – Project Close-Out

- Gale will conduct a final site visit to review the project, following notification from the contractor of Substantial Completion. The following services will be provided to assist the City with project close-out:
 - Certify Substantial Completion.
 - Provide a summary of punch list items requiring completion by the contractor.
 - Review contractor provided as-built drawings for all disciplines.
 - Review close-out documents to be provided by the contractor (e.g., warranties, lien releases, maintenance manuals, etc.)
 - Provide an opinion regarding final payment, release of retainage and final acceptance by the City.

In summary, Gale and the design team have a unique blend of experience and expertise, particularly in athletic and recreational facility planning and design. We have a genuinely experienced and professional team with the capacity to adhere to aggressive delivery schedules.

As an award-winning industry leader in athletic facility consulting, we are exceptionally privy in assisting our clients in creating facilities that range from state-of-the-art, all-weather sports complexes to municipal parks and youth sport facilities. Our services include but are not limited to: Master Planning; Feasibility Studies; Design Documentation; Permitting; Construction Administration; Resident Engineering.

Gale's key personnel are active members of the many affiliations, including the American Sports Builders Association (ASBA), Sports Field Managers Association (SFMA), Synthetic Turf Council (STC), and the American Society for Testing Materials (ASTM). Our professionals are considered experts in the athletics industry and present at annual conferences and participate at technical meetings and round table discussions.

The proposed team assembled by Gale has extensive experience performing the various services noted within the City's RFQ and have worked on numerous recreational facility projects with the understanding that projects can be as small as simple peer reviews to extensive earthwork and infrastructure designs. Our Team goals will be as follows:

- Respond quickly to City's needs; this can include expedited responses to emergency requests, development of fast-track designs, etc.
- Think "out of the box" to develop innovative yet practical solutions to address issues in a cost-effective manner.
- Have sufficient team experience and knowledge to develop quality specifications to reduce the potential for increased costs associated with change orders during construction.
- Communicate proactively.
- Be sufficiently staffed to meet the demands of multiple assignments simultaneously, including on-site presence and evening meeting attendance.



PROPOSED TIMELINE / MILESTONE SCHEDULE

| TASK | DATE |
|---|---------------------------|
| Contract Award/Notice to Proceed | August 22, 2022 |
| Start-Up/Kick-Off Meeting | September 5, 2022 |
| Phase 1: Background Evaluation, Facility Assessment, & Schematic Design | October 3, 2022 |
| Submit Schematic Design Draft Submission | November 4, 2022 |
| Schematic Design Review Meeting | November 8, 2023 |
| 50% Design Development / Documents Completed | November 15, 2022 |
| 50% Design Development Review Meeting | November 29, 2022 |
| 90% Design Documents Completed | December 19, 2022 |
| 90% Design Review Meeting | December 21, 2022 |
| Phase 2: Permitting Services | January – February 2023 |
| Final Design Documents Completed | April, 2023 |
| Phase 3: Bid Specifications & Plans Development | May, 2023 |
| Phase 4: Bid Administration Services | June, 2023 |
| Shop Drawings / Submittals Review | July, 2023 |
| Pre-Construction Conference / Mobilization | August, 2023 |
| Phase 5: Construction Administration / Observation Services | September – December 2023 |
| Phase 7: Project Close-Out Services | January 2024 |

*Actual dates may vary based on general weather conditions, delay in construction materials, etc.

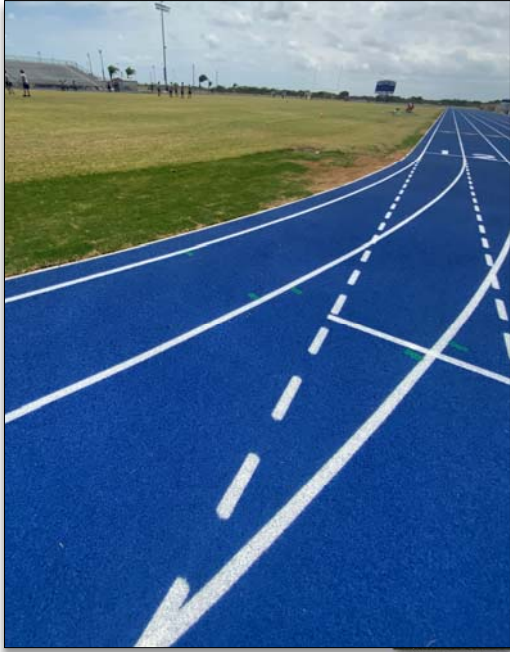


TAB 3

SIMILAR PROJECT EXPERIENCE

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX



COCOA BEACH JR/SR HIGH SCHOOL

Renovation of Track and Baseball Field

THE PROJECT

Gale Associates, Inc. (Gale) was retained by the School Board of Brevard County to provide engineering consulting services for the track renovation and baseball field renovation of Cocoa Beach JR/SR High School located in Cocoa Beach, Florida. The track resurfacing project included milling, overlaying, and resurfacing of the existing track.

SERVICES PROVIDED

- Attended project startup meeting with BPS and CBHS to finalize the project goals, design criteria and milestone schedule. Performed a visual evaluation of the existing track including general assessment of existing conditions, including overall planarity, drainage, and associated field venue areas (high jump, pole vault, long/triple jump, etc.)
- Prepared schematic layout for the proposed renovations and, per client direction, produced a final preferred schematic layout with preliminary schematic level estimates of the construction cost.
- Prepared plans and specifications and submitted the design development and updated construction cost estimate at 90% completion. Finalized the design documents and technical specifications suitable for competitive bidding and assisted BPS with bid phase services.
- Reviewed contractor shop drawings and material submittals for general compliance with contract requirements. Responded to RFIs, reviewed contractor requests for payment, and assisted with the preparation of change orders. Assisted with project close-out procedures.

KEY PERSONNEL INVOLVED

Peter Spanos, Tony B. Robinson, Stefhany C. Rapio, Bree D. Sullivan, Kyle F. Rowan

PROJECT INFORMATION

Description of Client:

School District of Brevard County

Client's Name, Phone, & Address:

Brevard Public Schools (BPS)
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
P: (321) 631-1911

Project Start Date:

December 2021

Project Completion Date:

June 2022

Total Value of Services Provided:

\$53,855.00 (Gale Fee)
\$1 Million (Est. construction cost)

Budget and Schedule Performance:

Project completed within 6 months

Sub-consultants and Labs Involved:

Ardaman & Associates, Inc.
(Geotechnical services)
Southeastern Surveying & Mapping
Corporation (Land & Surveying
services)



TOWN OF HULL Athletic Campus Renovations

2020 ASBA Distinguished Single-Field Facility Award



THE PROJECT

The Town of Hull engaged Gale to provide design, permitting, bid and construction phase services for the renovation of the high school's only existing natural grass multipurpose rectangular (MPR) field into an all-weather synthetic turf field. Additional renovations included new athletic lighting and a durable walking track around the perimeter of the fields. The existing MPR field was severely over-used and in degraded condition. The field's proximity to the ocean and coastal flood zone presented permitting challenges.

SERVICES PROVIDED

- Proposed synthetic turf surface that can withstand the school's use
- Provided design layout options for the Town's review and finalized a design plan based on client feedback
- Worked closely with the Conservation Commission to successfully permit the project
- Designed construction documents suitable for competitive bidding and assisted with bid phase services
- Participated in multiple school committee information sessions to provide turf system education and costs analysis

KEY PERSONNEL INVOLVED

Peter Spanos, Kyle F. Rowan

"...it was apparent from the start of the contract that they were extremely knowledgeable, paid attention to detail and worked hard to develop a strong working partnership with us"....."They did so as an advisor and had our best interests at heart. I hope to work on other projects with Gale Associates in the future."

Mr. David DeGennaro
School Business Administrator

PROJECT INFORMATION

Description of Client:

Town in Plymouth County, MA

Client's Name, Phone, & Address:

Town of Hull
180 Harborview Road
Hull, MA 02045
Mr. David DeGennaro,
School Business Administrator
P: (781) 925-4400

Project Start Date:

Winter 2018

Project Completion Date:

Spring 2019

Total Value of Services Performed:

\$2 Million (est. construction cost)

Budget and Schedule Performance:

Project completed within 5 months
\$200K under original est. budget

Sub-consultants and Labs Involved:

Irrigation Consulting, Inc. (irrigation)



MAINLAND HIGH SCHOOL TRACK Track Renovation

THE PROJECT

Gale was retained by Volusia County Schools (VCS) to provide engineering consulting services for the renovation of the existing running track located at Mainland High School (MHS) in Daytona Beach, FL. The project included providing evaluation, design, and bid phase services as well as preparation of construction documents and construction observation services for the milling, overlaying, and resurfacing of the track. Gale completed a feasibility study for a varsity game field at MHS on April 1, 2020, which included options for the track facility.

SERVICES PROVIDED

- Attended a startup meeting with VCS and MHS to finalize the project goals, design criteria and milestone schedule.
- Prepared a schematic layout for the proposed renovations using Conceptual Layout Option #1 from Gale's feasibility study as the Basis of Design (BOD) and met with VCS to review the design and provide revisions based on client direction.
- Prepared a set of plans and specifications and submitted design development with a construction cost estimate at 90% complete for VCS's review.
- Finalized the design documents and technical specifications suitable for competitive bidding and assisted VCS with bid phase services.
- Attended the pre-construction conference with selected contractor and VCS. Reviewed contractor shop drawings and material submittals for general compliance with contract requirements.
- Responded to Requests for Information (RFIs) and issued clarification sketches as needed. Provided construction monitoring services and documented observations on field reports.
- Assisted with project close-out procedures.

PROJECT INFORMATION

Description of Client:

Public School in Daytona Beach, FL

Client's Name, Phone, & Address:

Volusia County Schools (VCS)
Facilities Design & Construction
3750 Olson Drive
Daytona Beach, FL 32124

Project Start Date:

October 2020

Project Completion Date:

May 2022

Total Value of Services Provided:

\$34,500.00 (Gale Fee)
\$530K (est. construction cost)

Budget and Schedule Performance:

Project completed within 5 months

Sub-consultants and Labs Involved:

N/A



MELBOURNE HIGH SCHOOL Track Resurfacing Project

THE PROJECT

Gale was retained by the School Board of Brevard County to provide engineering consulting services for the track resurfacing at Melbourne High School located in Melbourne, Florida. The project included conducting a track facility assessment, preparation of design documents, and assistance with bid and limited construction phase services.

SERVICES PROVIDED

- Attended project startup meeting with BPS and MHS to finalize the project goals, design criteria, and milestone schedule. Performed a visual evaluation of the running track including general assessment of existing conditions (including overall planarity, drainage, and associated field venue areas including high jump, pole vault, long jump/triple jump, etc.).
- Prepared a schematic layout for the proposed renovation using the existing conditions information compiled. Met with BPS to review the schematic layout and, based on client direction, produced a final preferred schematic layout with preliminary schematic level estimates of the construction cost.
- Prepared plans and specifications using the existing conditions information and schematic layout plans and submitted the design development and construction cost estimate at 90% completion for client review. Finalized design documents and technical specifications suitable for competitive bidding and assisted BPS with bid phase services.
- Reviewed contractor shop drawings and material submittals for general compliance with contract requirements. Responded to RFIs, reviewed contractor requests for payment, and assisted with the preparation of change orders. Assisted with project close-out procedures.

KEY PERSONNEL INVOLVED

Peter Spanos, Tony B. Robinson, Bree D. Sullivan

PROJECT INFORMATION

Description of Client:

School District in Brevard County, FL

Client's Name, Phone, & Address:

Brevard Public Schools (BPS)
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
P: (321) 631-1911

Project Start Date:

February 2021

Project Completion Date:

August 2021

Total Value of Services Provided:

\$34,763.50 (Gale Fee)
\$551K (est. construction cost)

Budget and Schedule Performance:

Project completed within 6 months

Sub-consultants and Labs Involved:

Ardaman & Associates, Inc.
(Geotechnical services)
Southeastern Surveying & Mapping
Corporation (Land & Surveying
services)



ROLLINS COLLEGE Alfond Stadium / Harper Shepherd Field

THE PROJECT

Gale was retained by Rollins College to provide engineering consulting services for the baseball field renovation at Alfond Stadium/Harper Shepherd Field, of which included converting the existing natural grass infield to synthetic turf, new batting cages with shade shelter, parking lot reconstruction, new bullpens, perimeter fencing, safety netting system and landscape improvements.

SERVICES PROVIDED

- Provided schematic planning services and presentation of various alternatives for renovation.
- Performed stormwater hydrologic analysis and calculations, addressing potential effects on drainage patterns and peak flows.
- Prepared the necessary documents needed to permit the project through the City of Winter Park and the St. Johns River Water Management District.
- Prepared construction documents for the project including; materials plans, stakeout plans, sediment and erosion control plans, site drainage plans, grading, and site details and technical specifications. Gale also provided bid phase and construction phase services for the project.

KEY PERSONNEL INVOLVED

Peter Spanos, Tony B. Robinson

PROJECT INFORMATION

Description of Client:

Private college in Winter Park, FL
(founded in 1855)

Client's Name, Phone, & Address:

Rollins College
1000 Holt Avenue, #2732
Winter Park, FL 32789
P: (321) 303-4714

Project Start Date:

June 2018

Project Completion Date:

December 2018

Total Value of Services Provided:

\$2.6M (approx. construction cost)

Budget and Schedule Performance:

Project completed within 6 months

Sub-consultants and Labs Involved:

S3 Design (Architectural services)



2017 ASBA Distinguished Outdoor Tennis Facility Award

THE WHEELER SCHOOL ATHLETIC CAMPUS Tennis Complex and Field Complex



*2019 ASBA Distinguished Field
Facility Award*

THE PROJECT

Gale provided professional services for a new state-of-the-art tennis facility consisting of six full-sized post-tensioned concrete tennis courts and related amenities. Gale also provided professional services for the conversion of an existing natural grass soccer field into a synthetic turf field with athletic lighting and a new scoreboard. This field is the first in New England and second in the United States to install the "Safeshell" infill system, which consists of sand and crushed walnut shells. Project also included renovation of the existing parking lot and a new spectator seating area.

SERVICES PROVIDED

- Provided evaluation phase services to assess and understand existing conditions of the tennis complex, soccer field, and related amenities.
- Provided schematic planning and design services to provide various options for renovation. Finalized designs based on client preference.
- Assisted with bid phase services and permitting services and provided construction phase services (including administration and observation) during the renovation of both projects.

KEY PERSONNEL INVOLVED

Peter Spanos, Kyle F. Rowan

PROJECT INFORMATION

Description of Client:

Pre-K-12 Private school located in Providence, RI (founded in 1889)

Client's Name, Phone, & Address:

The Wheeler School
216 Hope Street
Providence, RI 02906
Mr. Keith Estey, Maintenance & Operations Manager
P: (508) 493-4881

Project Start Date:

2016

Project Completion Date:

2019

Total Value of Services Provided:

\$500K Tennis Complex
\$1.8M Field w/ Site Amenities

Budget and Schedule Performance:

Field completed within 4 months
Tennis completed within 5 months

Sub-consultants and Labs Involved:

N/A



SAINT MARY'S COLLEGE OF MARYLAND

New Jamie L. Roberts Stadium

THE PROJECT

Gale was retained by Saint Mary's College of Maryland to provide engineering consulting services for the new construction of Jamie L. Roberts Stadium located in Saint Mary's City, MD. The project included the installation of a new synthetic turf field to replace the existing natural grass, and renovation of the existing natural turf soccer field. The project included a new six-lane, 400 meter running track, with eight-lane straight away, and new field house with adjoining ADA grandstands for spectators at both fields. Gale also assisted with the addition of new sports lighting at the natural turf and synthetic turf fields; new parking lot, pedestrian walkways, and stadium entry plaza; and preservation of archaeological areas.

SERVICES PROVIDED

- Provided schematic planning and presentation of multiple site design options with detailed civil and athletic design including grading, construction detailing, site utilities, etc.
- Provided permitting services through Maryland Department of the Environment.
- Provided construction phase services during or the installation of a new synthetic turf field to replace the existing natural grass field, and for the renovation of the existing natural turf soccer field.

KEY PERSONNEL INVOLVED

Peter Spanos, Kyle F. Rowan



PROJECT INFORMATION

Description of Client:

Public liberal arts college (established in 1840) located in Saint Mary's City, MD

Client's Name, Phone, & Address:

St. Mary's College of Maryland
Mr. Maury Schlesinger
Director of Facilities, Planning and Capital Projects
(240) 895-3077

Project Start Date:

Summer 2018

Project Completion Date:

Winter 2018

Total Value of Services Provided:

\$12M w/ fields, \$4.6M Bldg. (approx. construction cost)

Budget and Schedule Performance:

Project completed within 7 months

Sub-consultants and Labs Involved:

S3 Design (Architectural services)



TAB 4

OFFICE LOCATIONS & OTHER FORMS

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX



A) LOCATION OF OFFICES

FIRM OFFICE LOCATION

Gale Associates\South\, Inc.
160 N. Westmonte Drive, Suite 1200
Altamonte Springs, FL 32714

APPROXIMATE DISTANCE AND TIME TO CITY HALL

Distance: 77.3 Miles
Time: 1.50 Hours

SUB-CONSULTANT OFFICE LOCATIONS

Ardaman & Associates, Inc.
1300 North Cocoa Boulevard
Cocoa, FL 32922

Distance: 23 Miles
Time: 0.55 Hours

Southeastern Surveying & Mapping Corporation
6500 All American Boulevard
Orlando, FL 32810

Distance: 73 Miles
Time: 1.50 Hours

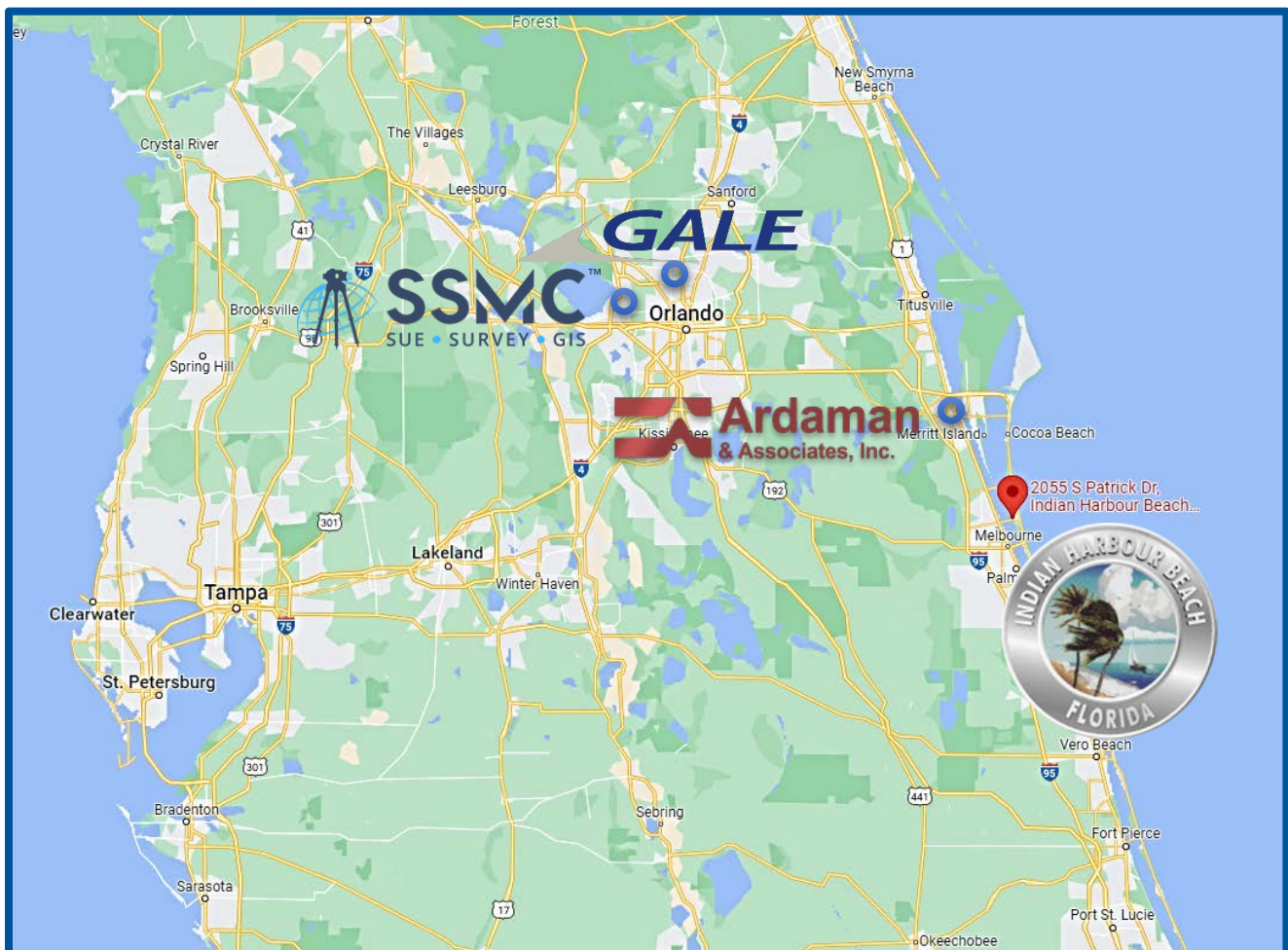


Exhibit B

PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Architectural/Engineering Services to Design the Expansion of the Algonquin Sports Complex based on a Citizen-Driven Master Plan created by the East Central Florida Regional Planning Council RFQ for THE CITY OF INDIAN HARBOUR BEACH.
1. This sworn statement is submitted by Gale Associates\South\, Inc., whose business address is 160 N. Westmonte Drive, Suite 1200, Altamonte Springs, FL 32714 and (if applicable) its Federal Employer Identification (FEIN) is 04-2319385.
2. My name is Tony B. Robinson (please print name of individual signing) and my relationship to the entity named above is Associate.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 misrepresentation.
4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any 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.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida 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

Exhibit B

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. 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 this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Exhibit B

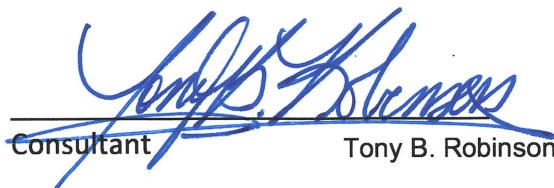
DRUG-FREE WORKPLACE FORM

The undersigned Consultant, in accordance with Florida Statute 287.087 hereby certifies that
Gale Associates\South\, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 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 Paragraph 1 through 5.

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

Date: June 16th, 2022



Consultant Tony B. Robinson, Associate

Exhibit B



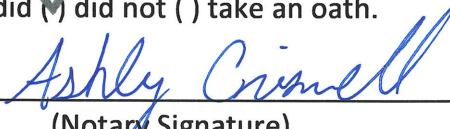
Tony B. Robinson
(Signature)

Date: June 17th, 2022

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or _____ online notarization, this 17th day of June, 2022 by Tony B. Robinson, Associate (title) on behalf of Gale Associates\South\, Inc.. He/she is personally known to me ~~or has produced~~ as identification and did ☒ did not () take an oath.

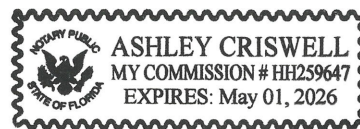


(Notary Signature)

Name: Ashley C. Criswell

My Commission Expires: May 1st, 2026

Commission Number: HH259647



B) RECEIPT OF ADDENDA ISSUED

Gale Associates\South\, Inc. acknowledges that there has been no addenda issued to date for this Request for Qualifications.

C) MBE CERTIFICATION FOR THE FIRM AND/OR SUB-CONSULTANTS

Gale Associates\South\, Inc. is not a certified MBE Firm, nor are our proposed sub-consultants.



TAB 5

ACKNOWLEDGEMENT OF ADDENDUMS

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX

ACKNOWLEDGEMENT OF ADDENDUMS

Gale Associates\South\, Inc. acknowledges that there have been no addendums issued for the City's Request for Qualifications.



TAB 6

LITIGATION HISTORY

RFQ 2022-02

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX

LITIGATION HISTORY

Gale Associates, Inc. has been named party to dispute resolution proceedings as follows:

- **Mahesh R. Sabnani vs. Energy Systems Group LLC**

Nature of Litigation: Gale was named as a third-party defendant on a personal injury claim.

Brief Description of Case: Mahesh R. Sabnani filed suit against the contractor after being allegedly injured from a ceiling tile when it dislodged during roof construction. Gale was the designer of record for the roof replacement. Gale was not retained by the client (Howard County Government) to be on-site during construction. Notice was served on 1/20/20.

Litigation Outcome: The claim has been negotiated and the case is closed.

Monetary Amounts Involved: No monetary amounts were deducted from Gale.

- **Vizcaya Condominium Association, Inc. vs. Northfield Mass. Associates, LLC**

Nature of Litigation: Vizcaya filed suit against the developer, prime architect (Lessard Associates) and approximately 75 additional firms claiming negligence in the design and construction of their complex in New Jersey.

Brief Description of Case: Services were completed by Gale to Lessard as “design assist” for exterior building enclosure assemblies in 2006 and 2007. Gale was not involved with final design or construction phases. Gale was first notified of this dispute in January 2020.

Litigation Outcome: We are currently waiting on summary judgment dismissal, as defined by the NJ Statue of Repose.

Monetary Amounts Involved: Gale has paid our \$100k deductible and the case is currently being managed by AIG/Lexington (Gale's PLI carrier).

- **IBA vs. DHK Architects**

Nature of Litigation: IBA filed suit against DHK, Owner’s Project Manager (OPM), and Gale in 2019 claiming negligent performance with evaluation and design services for the renovations to the Villa Victoria Center in Boston’s South End.

Brief Description of Case: When the costs of construction approached IBA’s budget forecast, the project was stopped. IBA filed claim that the construction plan and budget was financially infeasible.

Litigation Outcome: This claim remains open and is currently in discovery (2022).

Monetary Amounts Involved: Gale has paid \$34,989.90 toward the \$100k deductible.