

AGREEMENT TO PROVIDE PHASE TWO DESIGN, PERMITTING, AND CONSTRUCTION SERVICES
FOR THE ALGONQUIN SPORTS COMPLEX EXPANSION PROJECT TO THE CITY OF INDIAN
HARBOUR BEACH

THIS AGREEMENT is made and entered into this 26th day of July, 2023 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 completed the phase one design work and a schematic plan was endorsed by the City Council on March 28, 2023; and

WHEREAS, the Consultant has the necessary capacity, qualifications, and licenses to provide the City with the desired services as detailed in Exhibit A (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 B (Phase two cost proposal dated July 24, 2023). Said services are summarized as follows:

- Engineering and Design Development
- Permitting
- Final Design Documents
- Bid/Award Services
- Construction Documents
- Construction Phase Services
- Project Close-Out
- Mechanical, Electrical, and Plumbing Services
- Miscellaneous Site Design (listed as architectural services in Exhibit B)

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 B. Total compensation, excluding reimbursable, covered under this agreement shall be \$278,462.00
- 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 B 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 sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant 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 sub-consultant 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 sub-consultant 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 sub-consultant 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, BEC&P, LEED®AP, ABBA
217 N. Westmonte Drive, Suite 3033
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

City of Indian Harbour Beach, Florida
RFQ No. 2023-01 – Architectural/Engineering Services
to Design the Expansion of the Algonquin Sports Complex
Based on an Assessment by Gale Associates, Inc.

GALE ASSOCIATES\ SOUTH\, INC.

March 13, 2023



LOCAL OFFICE CONTACT INFORMATION:

Contact Person: Tony B. Robinson, RRC, BECXP, LEED® AP, ABAA
Title: Associate
Firm Address: 217 N. Westmonte Drive, Suite 3033
Altamonte Springs, FL 32714
Phone Number: (407) 599-7031
Facsimile Number: (407) 599-7077
Contact E-mail: tbr@gainc.com





TAB 1

COVER LETTER

RFQ 2023-01
A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
BASED ON AN
ASSESSMENT BY GALE
ASSOCIATES, INC.



Exhibit A

Gale Associates, Inc.

217 N. Westmonte Drive, Suite 3033 | Altamonte Springs, FL 32714

P 407.599.7031 F 407.599.7077

www.galeassociates.com

March 13, 2023

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

Re: RFQ 2023-01: Architectural/Engineering Services to Design the Expansion of the Algonquin Sports Complex based on an Assessment by Gale Associates, Inc.

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 59 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.

Being the design consultants currently performing the Phase 1 design work for the vacant portion of the Algonquin Sports Complex, we have a clear understanding of the project scope requirements needed to advance the project from the current schematic design phase to the design development phase, permitting phase, bid period phase and construction phase. We are committed to working closely with the City of Indian Harbour Beach as the project evolves.

We are proposing the same team that is currently working on the Phase 1 schematic design work, with Gale providing engineering services and S3 Design, Inc providing architectural services. For these subsequent design phases, we have included SGM Engineering for mechanical/electrical/plumbing services. We have worked with these professionals on previous projects and are confident in their reliability and capabilities.

We are 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 Synthetic Turf Council (STC), the Sports Field Management Association (SFMA), and the American Society for Testing Materials (ASTM).

SINCE 1964

Connecticut | Florida | Maine | Maryland | Massachusetts | New Hampshire | Virginia

Exhibit A

City of Indian Harbour Beach
RFQ 2023-01: A/E Services to Design the Expansion of the
Algonquin Sports Complex Based on an Assessment by
Gale Associates, Inc.
March 13, 2023
Page 2



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

Sincerely,

GALE ASSOCIATES, INC.

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

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

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

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



TAB 2

QUALIFICATIONS & MANAGEMENT APPROACH

RFQ 2023-01

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
BASED ON AN
ASSESSMENT BY GALE
ASSOCIATES, INC.



A) STAFF QUALIFICATIONS

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

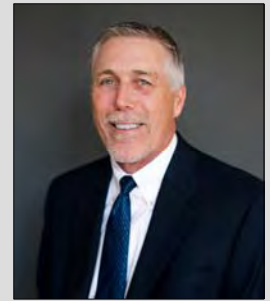
Hopkinton Middle/High School, Hopkinton, MA
Athletic campus evaluation and conceptual plans including tennis courts and parking at Fields 7 and 8, tennis courts at Field 11, and combined multipurpose and baseball turf field at Fields 12 and 13. Project also included conversion of natural grass field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



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

TONY B. ROBINSON, BECxP, 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
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 "schock 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**

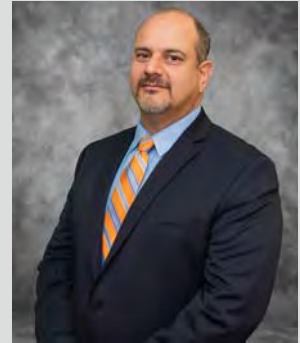
Complete reconstruction of the natural grass field and underdrainage, system, new stadium seating and press box, new batting cages and bullpens.

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



DBPR ONLINE SERVICES

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Registry #6114
 Logged in as **Hogan, Christine**

License Menu
 Select the function you wish to perform.
 Press "Back" to return to the main menu.

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)

Functions
[Address Change](#)
[Remove This License From My Account](#)

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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*



Randy R. Lee
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>

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 Sunday Drive, Suite 204
Raleigh, NC 27607
(800) 828-1902 ■ www.rci-online.org



Robert J. Allen
President

Ch. M. Hines
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

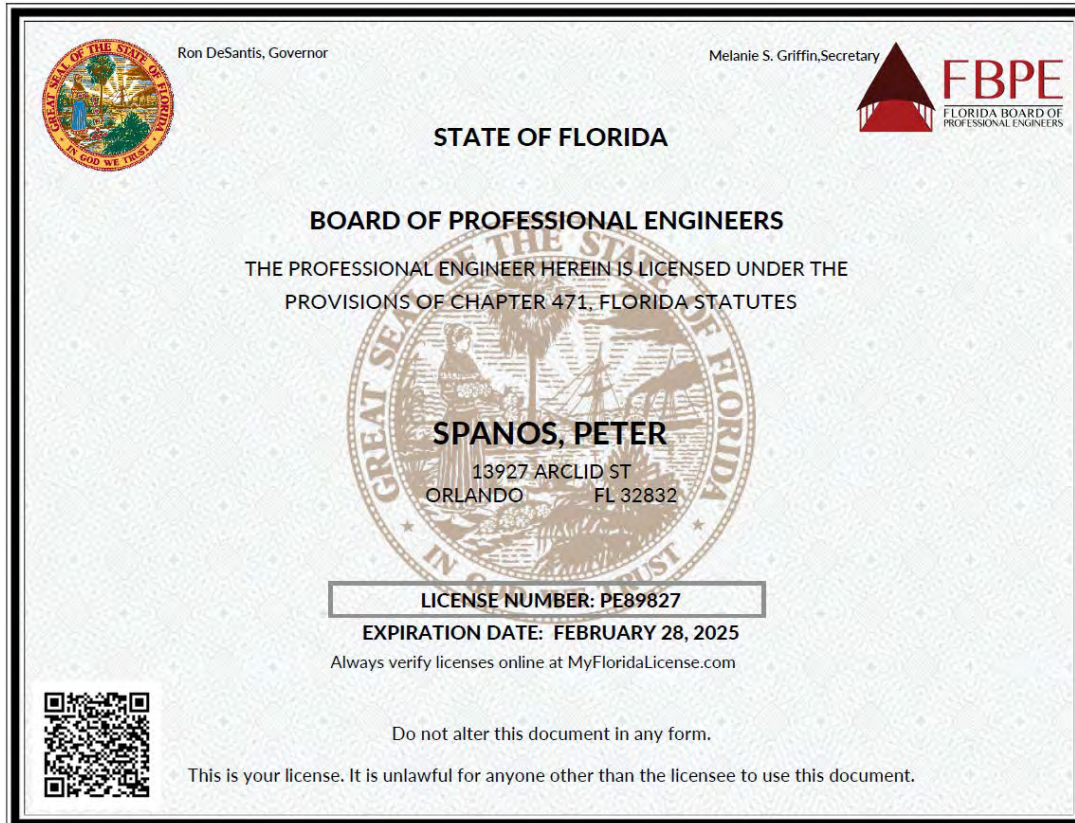
Douglas T. Reinold
Douglas T. Reinold, Chair of the Certification Committee

Joy E. Altwein
Joy E. Altwein, Committee Member

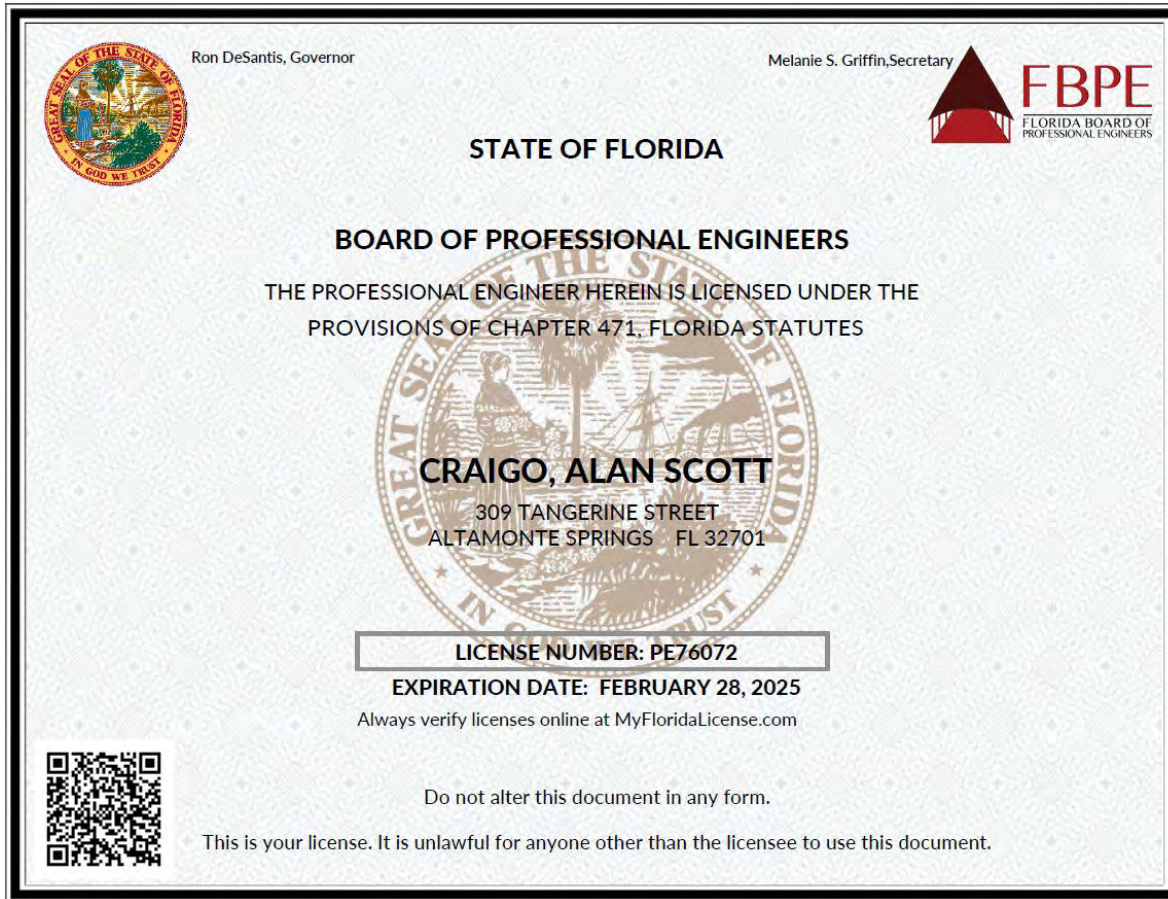
John Davis
John Davis, Committee Member

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

Peter Spanos, P.E., CFM, LEED® AP



Alan S. Craig, P.E., BECxP + CxA



Salvatore Canciello, AIA, LEED® BD+C Principal-in-Charge

Salvatore Canciello is a founding principal of S3 Design and has over 25 years of professional experience in architecture, planning and design. He has dedicated his career to a specialization in athletics and recreational projects, and brings specific expertise in all project phases from master planning through project execution. Central to his work is the development of solutions that harness the energy of sports and fitness to create spaces that foster a sense of community and place. He has demonstrated a collaborative, hands-on approach that assures stakeholder input will be a valued part of the design process.

Mr. Canciello is a member of The Society of College and University Planning and NIRSA. Sal has received several awards including an academic fellowship, Henry Adams Certificate and James Britton prize for best thesis design.

SELECTED PROJECT EXPERIENCE

Eckerd College, Athletics + Recreation Master Plan; St. Petersburg, FL
Grace Multiplex, Youth Sports Training Facility, Belle Glade, FL
Lynn University, Snyder Center for Health and Wellness Center; Boca Raton, FL
Lynnfield High School, Athletics Amenities Building; Lynnfield, MA
Saint Leo University, Athletics + Recreation Master Plan; St. Leo, FL
Saint Leo University, Health + Wellness Center; St. Leo, FL
South Kingstown Community Recreation Center; South Kingstown, RI
St. Mary's College of Maryland, Jamie L. Roberts Stadium; St. Mary's City, MD
Stetson University, Edmunds Center Arena Renovation; Deland, FL
Town of Hopkinton, Fruit Street Athletic Complex; Hopkinton, MA
Triton High School, Athletics Amenities Building; Byfield, MA
Westford Academy High School Amenities Building; Westford, MA



EDUCATION

Syracuse University, School of Architecture
Master of Architecture, May 1995
University of Virginia, School of Architecture
BS in Architecture, May 1992

REGISTRATIONS

Registered Architect: MA, CT, ME, NH, RI,
VA, MD, DC, PA, FL, NY, TX, GA, CO

PROFESSIONAL AFFILIATIONS

American Institute of Architects
National Accreditation Review Board, NCARB
LEED® Accredited Professional BD+C
Society of College and University Planners (SCUP)

Todd Terranova, AIA Associate Principal

Todd has over twenty-five years of professional experience working on commercial, residential, retail, interiors, mixed use and athletic facilities both locally and across the country. In addition to previously owning his own design firm, Todd has worked at some of the largest firms in the Boston area. He strives to balance design and construction with a pragmatic approach to project delivery. Todd brings team management/coordination skills and knowledge of building systems and construction to organize team efforts in the evaluation and conceptual design of project alternatives.

SELECTED PROJECT EXPERIENCE

Bousquet Sport, Community Fitness Center, Pittsfield, MA
Cedardale Health & Fitness Club, Haverhill, MA
Lynn University Fitness + Wellness Center, Boca Raton, FL
New Seabury Athletic Center, Mashpee, MA
Ohio University, Athletics and Recreation Master Plan; Athens, OH
Rollins College, Baseball Stadium + Tennis Complex Feasibility Study; Winter Park, FL
Saint Leo University, Athletics + Recreation Master Plan; St. Leo, FL
St. Mary's College of Maryland, Jamie L. Roberts Stadium; St. Mary's City, MD
Stetson University, Edmunds Center Arena Renovation; Deland, FL
Train Boston Sports Center, Wellesley, MA



EDUCATION

Rhode Island School of Design
Bachelor of Architecture, 1992
Rhode Island School of Design
Bachelor of Fine Arts, 1991

REGISTRATIONS

Registered Architect: MA

PROFESSIONAL AFFILIATIONS

American Institute of Architects
Boston Society of Architects
National Accreditation Review Board, NCARB

State of Florida

Department of State

I certify from the records of this office that S 3 DESIGN ARCHITECTURE INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on September 19, 2012.


The document number of this corporation is F12000003851.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 7, 2022, 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 Twenty-eighth day of
November, 2022*




Secretary of State

Tracking Number: 8370904996CU

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

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

Similar Project Experience

COMMUNITY + MUNICIPAL

City of Quincy, MA, Faxon Field Restroom + Storage Facility

Cobb International Village Community Recreation Complex, Master Plan

Grace Multiplex, Youth Sports Training Facility, Belle Glade, FL

South Kingstown RI, Community Recreation Center

Lynnfield High School, Athletics Amenities Building

Town of Bellingham, MA, Athletic Field Complex Evaluation & Master Plan

Town of Hopkinton, MA, Fruit Street Athletic Complex

Town of Ipswich, MA, High/Middle School Locker Room/Concession Building

Town of Littleton, MA, Alumni Field Renovation + Amenities Building

Town of Millbury, MA, Athletic Field Amenities Building

Town of Norwood, MA, High School Track & Field Feasibility Study

Town of Scituate, MA, Widow's Walk Clubhouse Renovation

Triton Regional High School, Athletics Field Amenities Building, Byfield, MA

Westford Academy, Athletics Field Master Plan

Westford Academy High School Amenities Building; Westford, MA

COLLEGE + UNIVERSITY

Barry University, Athletics Master Plan

Boston College, Various Athletic Facility Improvements

Carnegie Mellon University, Multiple Athletics Planning and Feasibility Studies

Carnegie Mellon University, University Center Addition, Feasibility Study

Carnegie Mellon University, Skibo Gym Wellness Center Feasibility Study

Catholic University, Athletics and Recreation Master Planning

Cuyahoga Community College, Student Wellness Center

Eckerd College, Athletics + Recreation Master Plan

The George Washington University, Lloyd Gym Renovation Feasibility Study

Lebanon Valley College Athletics + Stadium Master Plan

Lehigh University, Stabler Arena Feasibility Study

Lynn University, Bobby Campbell Stadium Press Box

Lynn University, Snyder Center for Health + Wellness

Nova Southeastern University, Baseball Stadium Feasibility Study

Ohio University, Athletics and Recreation Master Planning

Quinnipiac University, Health + Wellness Center

Roger Williams University, Campus Master Plan

Rollins College, Baseball Stadium + Tennis Complex Feasibility Study

Saint Leo University, Athletics + Recreation Master Plan

Saint Leo University, Wellness Center

St. Mary's College of Maryland, Jamie L. Roberts Stadium

Stetson University, Edmunds Center Renovation

University of Rhode Island, Anna Fascitelli Wellness & Recreation Center

University of Rochester, Prince Athletic Complex

Virginia Commonwealth University, Athletics Practice Complex Master Plan

Warner University, Baseball Feasibility Study and Clubhouse Design

Washington College, Master Plan Update

Wheaton College, Athletic Facilities Master Plan

Wheaton College, Haas Center Strength & Conditioning Renovation

Williams College, Lasell Gym Programming/Space Utilization Study

Projects in bold were designed in collaboration with Gale Associates



Jamie L. Roberts Stadium, St. Mary's College of Maryland



Lynnfield High School, Athletics Amenities Building



Town of Millbury, MA, Athletic Field Amenities Building



Town of Littleton, MA, Alumni Field Renovation + Amenities Building

Exhibit A

BOBBY SHAHNAMI, PE, CxA, LEED AP BD+C

Mr. Shahnam, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 2000 projects with SGM he has a clear understanding of the design and construction sectors.

Mr. Shahnam has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his 23-year career. As President of SGM Engineering he is responsible for the overall performance of the firm and is engaged everyday with clients and projects.

His public facility experience includes having been the Engineer of Record for projects throughout South and Central Florida including several municipalities within Miami-Dade, Broward, and Palm Beach Counties. Bobby has worked on multiple high-profile sporting complexes including Orlando City Lions Major League Soccer Stadium, the Orlando Magic Training Facility, and the Walt Disney World Wide World of Sports Complex, as well as local community centers, parks, and gymnasiums. A few examples include: the City of Hollywood Beach Community Center, Ocoee Lakeshore Center Expansion, FIU's Multi-Purpose Practice Fields and the City of Miami Beach's Pocket Park.

He has experience with numerous renovation and new construction projects for public facilities, totaling over \$600 million in construction value. Additionally, Mr. Shahnam boasts over 23 years' experience in Commissioning, Engineering, and MEP Quality Control in the Government Facility sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.



SENIOR MECHANICAL/
PLUMBING ENGINEER

SGM
ENGINEERING

REGISTRATION

FL Engineer #78419

ACG Certified
Commissioning Authority

LEED Accredited
Professional Building
Design & Construction

YEARS EXPERIENCE

23 Years Total
Experience

23 Years with SGM

EDUCATION

BS in Mechanical
Engineering, University of
Central Florida

RELATED EXPERIENCE

- » Miami Beach Pocket Park | City of Miami Beach | Sr. Mechanical Engineer | \$300,000
- » Miami Sewell Park | City of Miami | Sr. Mechanical Engineer | \$95,000
- » Hollywood Beach Culture and Community Center | City of Hollywood Beach | Sr. Mechanical Engineer | \$350,000
- » FIU Multi-Purpose Practice Fields | Florida international University | Sr. Mechanical Engineer | \$5M
- » UCF Baseball Stadium Expansion | University of Central Florida | Sr. Mechanical Engineer | \$1.75 M
- » Orlando City Lions MLS Soccer Stadium | City of Orlando | Sr. Mechanical Engineer | \$115M
- » Orange County Barnett Recreation Center | Orange County Government | Sr. Mechanical Engineer | \$3.4M | 15,300 SF
- » City of Orlando Barber Park Upgrades | City of Orlando | Sr. Mechanical Engineer | \$50,000 | 8 Acres

MANUEL HERNANDEZ, PE

Mr. Hernandez has over 14 years of experience designing municipality facilities, including police and fire stations. His electrical experience includes calculating service sizes, feeder sizes, branch circuit sizes, short circuit currents, voltage drop, and performing short-circuit/arc flash/coordination studies and over-current protection device selection using specialized software. Mr. Hernandez is also experienced in the layout of equipment for floor plans, riser diagrams, fire alarm systems, telecommunication systems, HVAC-Plumbing-Fire Protection coordination, and surveys.

His public facility experience includes having been the Electrical Engineer for projects throughout South and Central Florida including several municipalities within Miami-Dade, Broward, and Palm Beach Counties. His project experience encompasses an array of sporting and recreational facilities that include clubhouses, community centers, recreation centers, training and high use multi-purpose sporting facilities.



SENIOR ELECTRICAL
ENGINEER

SGM
ENGINEERING

RELATED EXPERIENCE

- » Miami Beach Pocket Park | City of Miami Beach | Sr. Electrical Engineer | \$300,000
- » Miami Sewell Park | City of Miami | Sr. Electrical Engineer | \$95,000
- » Hollywood Beach Culture and Community Center | City of Hollywood Beach | Sr. Electrical Engineer | \$350,000
- » New Port Richey Recreation and Aquatics Center | City of New Port Richey | Sr. Electrical Engineer | \$14 M
- » City of Orlando Barber Park Upgrades | City of Orlando | Sr. Electrical Engineer | \$50,000 | 8 Acres
- » Orlando Magic Training Facility | Orlando Magic | Electrical Engineer | \$70M | 120,000 SF
- » City of Casselberry Wheel Park Renovations | City of Casselberry | Electrical Engineer | \$4.5 M
- » FIU Multi-Purpose Practice Fields | Florida International University | Electrical Engineer | \$5M
- » FIU Student Health Center Renovations | Florida International University | Electrical Engineer | \$520,000
- » Orlando City Lions MLS Soccer Stadium | City of Orlando | Electrical Engineer | \$115M
- » FIU Mary Ann Wolfe Auditorium Renovation | Florida International University | Sr. Electrical Engineer | \$1.5M
- » School of Justice Tactical Training Facility | Miami Dade College | Electrical Engineer | \$25M | 80,000 SF

REGISTRATION

FL Engineer #74989

YEARS EXPERIENCE

14 Years Total
Experience

7.5 Years with SGM

EDUCATION

BS in Electrical
Engineering, University of
Puerto Rico

C) CLIENT REFERENCES

BREVARD PUBLIC SCHOOLS

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

ROLLINS COLLEGE

Contact Person: Jennifer Annan, Project Manager
Telephone No.: (407) 415-1557
E-Mail Address: jannan@rollins.edu

VOLUSIA COUNTY SCHOOLS

Contact Person: Thomas Farrar, Project Manager
Telephone No.: (386) 947-8788
E-Mail Address: tefarrar@volusia.k12.fl.us

SEMINOLE COUNTY PUBLIC SCHOOLS

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

THE WHEELER SCHOOL

Contact Person: Keith Estey, Facilities Manager
Telephone No.: (508) 493-4881
E-Mail Address: keithestey@wheelerschool.org

[illegible]

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 is providing civil engineering and consulting services the City of Indian Harbour Beach for Phase 1 of the Algonquin Sports Complex Expansion Project.



PROJECT APPROACH

Being the design consultants currently performing the Phase 1 design work for the vacant portion of the Algonquin Sports Complex, we have a clear understanding of the project scope requirements needed to advance the project from the current schematic design phase to the design development phase, permitting phase, bid period phase and construction phase.

Based on the City's RFQ and our design team's understanding from the Phase 1 work, we are proposing the following design approach:

Phase 1: Background Evaluation, Facility Assessment, and Schematic Design (Currently being Completed)

- This work is currently being completed by Gale's design team. The proposed conceptual plan is shown below.



Phase 2 – Design Development and Permitting

- 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.
- 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.



- 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 & Construction 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 same team from Phase 1 – Schematic Design Work has been assembled by Gale and 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.

Exhibit A



PROPOSED MILESTONE SCHEDULE

TASK	DATE
Contract Award/Notice to Proceed	April 2023
Start-Up/Kick-Off Meeting	April 27, 2023
50% Design Development / Documents Completed	June 5, 2023
50% Design Development Review Meeting	June 12, 2023
90% Design Documents Completed	August 15, 2023
90% Design Review Meeting	August 15, 2023
Phase 2: Permitting Services	August – October 2023
Final Design Documents Completed	November, 2023
Phase 3: Bid Specifications & Plans Development	December, 2023
Phase 4: Bid Administration Services	January, 2024
Shop Drawings / Submittals Review	April, 2024
Pre-Construction Conference / Mobilization	May, 2024
Phase 5: Construction Administration / Observation Services	May – September 2024
Phase 7: Project Close-Out Services	October 2024
*Actual dates may vary based on general weather conditions, delay in construction materials, etc.	



TAB 3

SIMILAR PROJECT EXPERIENCE

RFQ 2023-01

**A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
BASED ON AN
ASSESSMENT BY GALE
ASSOCIATES, INC.**



COCOA BEACH JR/SR HIGH SCHOOL Renovation of Track and Baseball Field

THE PROJECT

Gale provided 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.

DESCRIPTION OF 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 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 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:

December 2021

Project Completion Date:

June 2022

Total Value of Services Provided:

\$53,855K (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)



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)



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)



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.

GALE'S SERVICES

- 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:

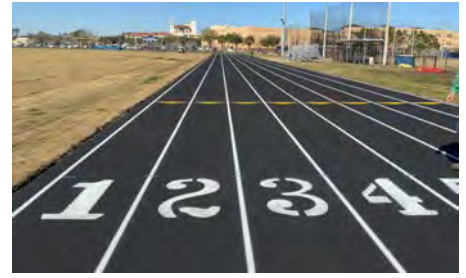
\$34,763.50 (Gale Fee)
\$551K (est. construction cost)

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)



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.

DESCRIPTION OF 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



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-land 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.

DESCRIPTION OF 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

RFQ 2023-01

**A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
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ASSESSMENT BY GALE
ASSOCIATES, INC.**



FIRM OFFICE LOCATION

Gale Associates\South\, Inc.

217 N. Westmonte Drive, Suite 3033
Altamonte Springs, FL 32714

APPROXIMATE DISTANCE AND TIME TO CITY HALL

Distance: 77.3 Miles
Time: 1.30 Hours

SUB-CONSULTANT OFFICE LOCATIONS

S3 Design, Inc.

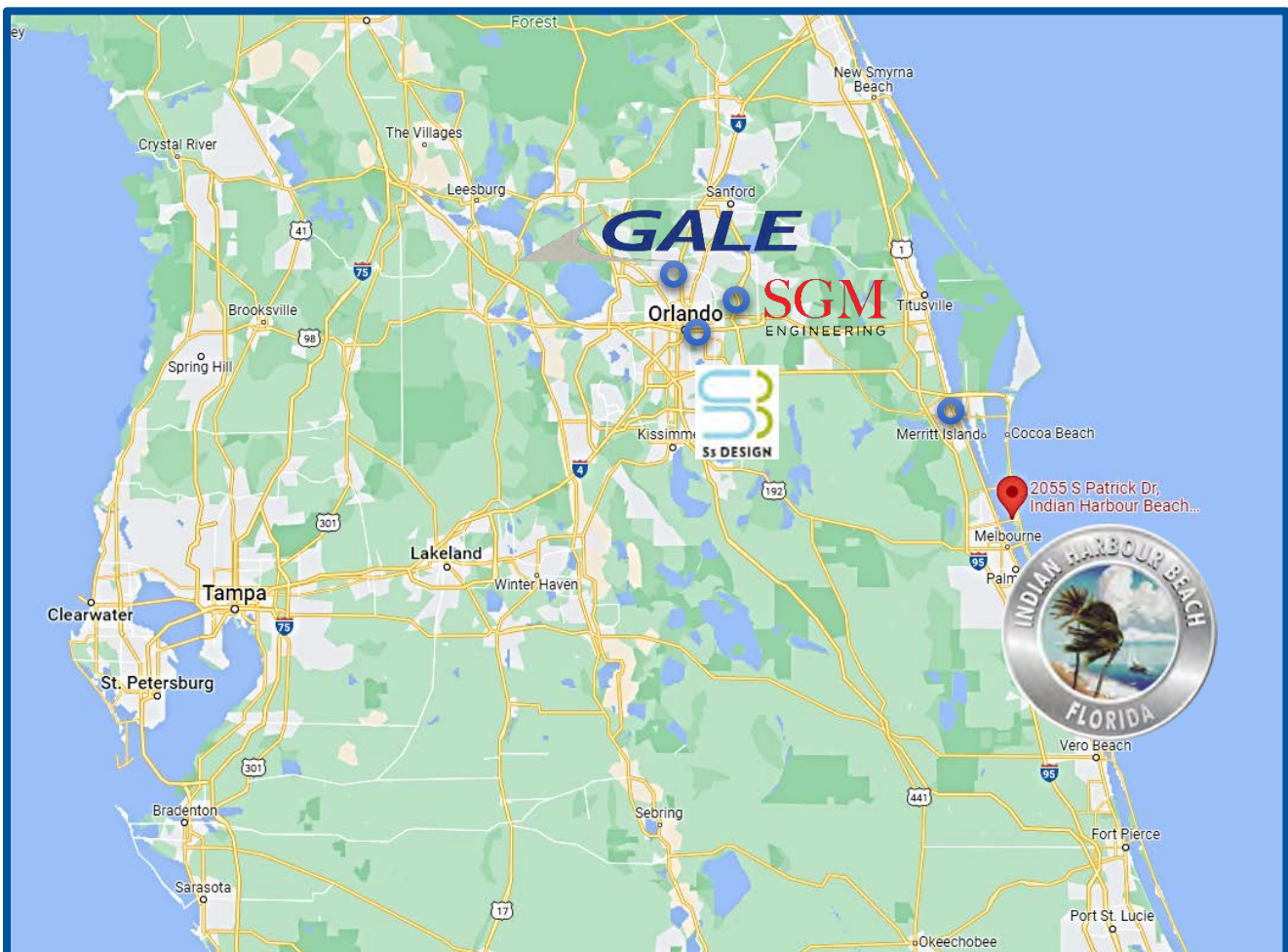
1516 E Colonial Drive, Suite 210
Orlando, FL 32803

Distance: 69.1 Miles
Time: 1.25 Hours

SGM Engineering, Inc.

835 Lake Baldwin Lane
Orlando, FL 32814

Distance: 66 Miles
Time: 1.25 Hours





TAB 5

ACKNOWLEDGEMENT OF ADDENDUMS

RFQ 2023-01

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
BASED ON AN
ASSESSMENT BY GALE
ASSOCIATES, INC.

ACKNOWLEDGEMENT OF ADDENDA

Gale Associates\South\, Inc. acknowledges that the following addenda issued for the City's Request for Qualifications RFQ 2023-01, as posted on www.indianharbourbeach.org:

- RFQ 2023-01 Addendum A
- RFQ 2023-01 Addendum B



TAB 6

LITIGATION HISTORY

RFQ 2023-01

A/E SERVICES TO
DESIGN THE EXPANSION
OF THE ALGONQUIN
SPORTS COMPLEX
BASED ON AN
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ASSOCIATES, INC.

Legal Proceedings Statement

Like many corporations and businesses within the United States, Gale Associates, Inc. is occasionally engaged in various forms of litigation, which arise in the ordinary course of business. The matters are defended and covered by insurance for professional errors and omissions and/or general liability policies, above deductibles. For numerous reasons, Gale's policy is to maintain confidentiality regarding all litigation/claims. Gale represents that there is no such litigation matter presently pending or threatened that would affect Gale's ability to perform services under the contract to be negotiated or for completing the project.

Should this information be required by the City of Indian Harbour Beach for contract award to Gale, we will provide and review our history in a confidential manner.



July 19, 2023

Revised 7/24/2023

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: Phase 2 - Engineering Consulting Services to Design the
Expansion of the Algonquin Sports Complex
Indian Harbour Beach, FL
Gale P07278

Dear Mr. Coffey:

Gale Associates, Inc. (Gale) 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

Gale was retained by IHB to provide consulting services for Phase 1 of this project which culminated in the submission of a Schematic Level Plan. Gale has now been requested to provide engineering and consulting services for Phase 2 of the expansion of the Algonquin Sports Complex located at 100 Crespino Court, Indian Harbour Beach, FL. Phase 2 services will include engineering, design, permitting, bid, and construction phase services. Gale is basing our services for Phase 2 on the Schematic Level Plan approved by IHB City Council on April 11, 2023, and shown in Figure 1 below. Based on the Schematic Level Plan, the renovations being considered generally include the following components:

- Multipurpose athletic field (synthetic turf surface)
- Hardcourt facilities (tennis, basketball, pickleball)
- Amenities buildings and shade structures
- Expanded parking and access drive
- Site and athletic field lighting
- Walking trails
- Playground areas

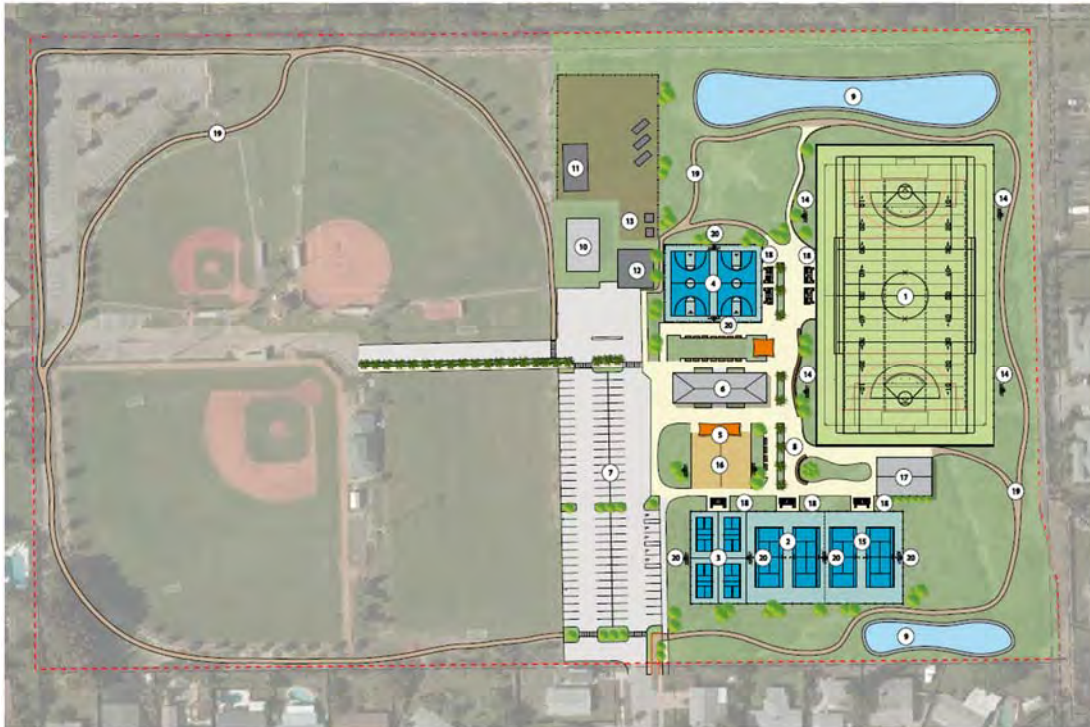


Figure 1: Approved Schematic Plan for the expansion of Algonquin Sports Complex

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

SCOPE OF SERVICES

Task 1 – Engineering and Design Development

- 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.
- Prepare a site grading plan for the proposed construction. The grading plan will show proposed spot grades and contours, and will consider cuts and fills, as well as site accessibility.
- Perform stormwater hydrologic analysis and calculations, addressing potential effects on drainage patterns and peak flows. Analyses will be performed under existing and proposed conditions, and include the design of on-site collection, detention and/or infiltration systems, if necessary for mitigation. Design the storm drain system for the site based on a storm frequency and related details acceptable to the St. Johns River Water Management District (SJRWMD), as applicable and required for permit applications.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
Page 3



- We understand that IHB may be installing a future baffle box in the northeast corner of the project site for the treatment of piped stormwater from adjacent properties that discharge into the northern canal system. The design of the future baffle box is not included in this proposal. However, Gale will coordinate with IHB to incorporate possible locations on the project site to accommodate the future baffle box.
- A geotechnical engineering report, by Ardaman and Associates, Inc., was previously included in Gale's executed contract with IHB for the Phase 1 work. Gale will utilize the findings and design recommendations from the geotechnical engineering report to prepare permitting and construction documents for the Phase 2 work.
- Gale will retain the services of an Electrical Engineering Consultant, SGM Engineering, Inc. (SGM), to perform sizing and capacity design for all site electrical associated with the Phase 2 work including (e.g., athletic field, courts, parking areas, amenities building, security lighting) sufficient to obtain building permit. SGM's fees have been included in Gale's proposal and will be invoiced as a reimbursable expense.
- Gale's team will continue to utilize the services of S3 Design Inc. (S3) to provide professional consulting services for the Phase 2 work as it relates to the site planning options for modular amenities building, manufactured shade structures, main pedestrian promenade, pavilions and associated improvements. S3 will assist Gale to develop the design layout of the overall site focused on creating the connective spaces between sports and recreational components and moments for socialization, rest, and viewing of the site components. S3's fees have been included in Gale's proposal and will be invoiced as a reimbursable expense.
- The design development/permitting plan set will generally include:
 - Outline Technical Specifications
 - Existing Conditions Plans
 - Erosion Control and Demolition Plans
 - Layout and Materials Plans
 - Grading and Drainage Plans
 - Utilities (water, electrical, communications, etc.) Plans
 - Signage and Striping Plan
 - Miscellaneous Site Details
 - Site Lighting Plans
 - Athletic Lighting Plans
- Design development progress submissions will be provided at the 30%, 60% and 90% stages of completion. Submissions will include plans, details and technical specifications. Construction cost estimates will be included with each submission.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
Page 4



- Gale will meet with IHB to present and review design options and opinions at each submission. Issue meeting minutes to confirm our understanding of IHB' intent.
- Develop a proposed schedule of construction, including phasing of the City approved design elements from Phase 1. The phasing plan will consider the IHB's chosen priorities, the need to keep project elements fully functional at any given time, as well as potential fiscal budget constraints, if applicable.

Task 2 - Permitting

- Assist the IHB with identifying permits that will be required for the project completion.
- Attend pre-submission meetings with City officials and the St. Johns River Water Management District (when applicable). Prepare milestone schedule for permitting submissions, review, and meetings. Review schedule with IHB.
- Prepare applications and supporting documents and make submittals on behalf of IHB to the following:
 - City of Indian Harbour Beach
 - SJRWMD
 - Brevard County (sanitary sewer)
 - City of Melbourne (water distribution/fire protection)
 - FDEP (sanitary sewer connection and water distribution system)
- Make the necessary revisions to address Agency review comments and perform the required resubmittals on behalf of IHB.
- Attend one (1) site visit, and two (2) meetings/hearings related to the permit applications.

Task 3 – Final Design Documents

- Following the receipt of permit decisions and approvals, IHB's comments from the Engineering and Design and Development Phase, and authorization to proceed, we will finalize the site design documents suitable for competitive bidding. Provide IHB with a set of construction drawings and technical specifications stamped by a Registered Civil Engineer.
- IHB will provide the non-technical "front-end" contract requirements for the preparation of the contract documents. Gale will provide technical specifications.

Task 4 – Bid/Award Services

- Assist NSPS with bid phase services.
 - Attend a pre-proposal site visit for prospective bidders.
 - Respond to requests for clarification.
 - Issue addenda to the bid documents, if required.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
Page 5



- Review the two (2) proposal submissions, as identified by IHB, for completeness and responsiveness.
- Evaluate the bidders' performance on representative projects and provide IHB with a summary of the bid review results.

Task 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.

Task 6 – Construction Phase Services

- Receive and review contractor's shop drawings and submittals for acceptance or rejection prior to project start-up. Rejected submittals will be returned to the contractor for resubmittal. We recommend all submittals be received and reviewed by Gale prior to the pre-construction meeting and job start-up.
- Attend the pre-construction meetings with the selected contractor and IHB as required by Brevard County (e.g. sanitary sewer system) and the City of Melbourne (e.g. water system). We will prepare the related agenda and meeting minutes.
- Respond to requests for information (RFIs) and issue clarification sketches, if needed. Review and certify contractor requests for payment and assist with the preparation of change orders.
- Schedule and attend construction meetings and develop/distribute related meeting minutes. During the meetings, we will observe the project's general compliance with the contract requirements and schedule. Gale's proposal is predicated on attendance at sixteen (16) construction meetings.

Task 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 NSPS with project close-out:
 - Certify Substantial Completion.
 - Provide a summary of punch list items requiring completion by the contractor.
 - Review certified as-built drawings, provided by contractor's Florida Registered Land Surveyor. Review all supporting close-out documents to be provided by the contractor (e.g., warranties, lien releases, maintenance manuals, etc.).
 - Prepare and submit FDEP Request for Clearances for water distribution system and the sanitary sewer collection systems.
 - Provide an opinion regarding final payment, release of retainage and final acceptance by IHB.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
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COMPENSATION

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

Description	Gale	Consultants Fee
Task 1 – Engineering and Design Development	\$59,485.00	
Task 2 - Permitting	\$31,790.00	
Task 3 – Final Design Documents	\$7,160.00	
Task 4 – Bid/Award Services	\$5,720.00	
Task 5 – Construction Documents	\$6,280.00	
Task 6 – Construction Phase Services	\$41,470.00	
Task 7 – Project Close-Out	\$6,060.00	
M.E.P. Services (SGM)		\$77,947.00
Architectural Services (S3)		\$42,550.00
Sub-Totals	\$157,965.00	\$120,497.00
PROJECT TOTAL	\$ 278,462.00	

- 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 the mutually acceptable contract for professional services, as vetted approved by IHB and Gale during the Phase 1 project.

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.
- Indian Harbour Beach acknowledges that Gale cannot guarantee permit approvals. The filing fees for all required permits, if not waived, will be paid by Indian Harbour Beach. Building permits, other utility connection permits, demolition permits, and any other municipal construction permits required will be the responsibility of the general contractor.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
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- Gale's review of shop drawings and material submittals is not for the purpose of determining the accuracy and completeness of other information, such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. Gale's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Gale, of any construction means, methods, techniques, sequences or procedures. Gale's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- Job site safety is the contractor's responsibility. Gale representatives, including subconsultants retained by Gale, may visit the job site from time to time. These visits are for clarifications of specific design related issues only and are not for the purposes of job site safety. It is the contractor's sole responsibility to comply with all site safety applicable requirements.
- The correction of issues noted by Gale during this construction phase is the responsibility of the contractor, as is documentation of the correction. Gale bears no liability for further or additional observations or follow-up of issues identified. Lists generated by Gale are not considered to be all inclusive and represent only those issues actually observed and noted by Gale personnel while on-site. Gale has been tasked to observe specific construction elements only, and the absence of notations with respect to any other construction elements neither creates any liability on Gale's part, nor alters the contractor's responsibility to complete all work in accordance with the contract documents.
- Gale's fee does not include:
 - Flood plain elevation determination studies.
 - Wetland delineations, habitat studies, or mitigation design (provided by IHB).
 - Improvements to existing ball fields and existing amenities building.
 - Design services related to improvements to the existing IHB material storage area and existing cell tower.
 - Design of off-site utility upgrades.
 - Meetings beyond those defined/enumerated above.
 - Development of financial or legal analyses.
 - 3-D perspective renderings or models.
 - Re-work due to change in regulations.
 - Fire protection services.
 - Third party professional cost estimating.
 - Contractor services and associated equipment, including third party testing.
 - Construction as-built survey or plan preparation.
 - Traffic studies.
 - Services related to potential site contamination or hazardous materials testing.
 - Services related to historical or archeological issues.

Exhibit B

Mr. John W. Coffey, City Manager
City of Indian Harbour Beach
Re: Algonquin Sports Complex Expansion Project
July 19, 2023 **Revised 7/24/2023**
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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.

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/nmn

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