CITY OF POMPANO BEACH, FLORIDA

PROFESSIONAL CONSULTING AGREEMENT

with

KEITH AND ASSOCIATES, INC.



CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR VARIOUS CITY PROJECTS RLI T-25-20

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on	, by and between the City of Pompano Beach
a municipal corporation of the State of Florida,	, hereinafter referred to as "CITY," and Keith and
Associates, Inc. a Florida corporation, hereinaft	ter referred to as the "Consultant".

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

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. T-25-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Paul Weinberg, PLA

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.
- B. <u>Price Formula</u>. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. T-25-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).
- C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.
- D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City's representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

- E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.
- F. <u>Final Invoice</u>. In order for both parties herein to close their books and records, the Consultant will clearly state "<u>Final Invoice</u>" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately

and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

ARTICLE 6 - PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the

expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

- A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.
- B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.
- C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$75,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager City of Pompano Beach Post Office Drawer 1300 Pompano Beach, Florida 33061

FOR CONSULTANT:

Paul Weinberg, Executive Vice President Keith and Associates, Inc. 301 East Atlantic Boulevard Pompano Beach, Florida 33060

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW

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

ARTICLE 31 - BINDING EFFECT

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

"CITY"

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

Attest:	CITY OF POMPANO BEACH			
ASCELETA HAMMOND, CITY CLERK	By:REX HARDIN, MAYOR			
(SEAL)	By:GREGORY P. HARRISON, CITY MANAGER			
APPROVED AS TO FORM:				
MARK E. BERMAN, CITY ATTORNEY				

"CONSULTANT"

Keith and Associates, Inc. Witnesses: Terelle W Br Weinberg, Executive Vice President Derelle W. BUNN Name Typed, Printed or Stamped Name Type, Printed or Stamped STATE OF FLORIDA **COUNTY OF BROWARD** The foregoing instrument was acknowledged before me, by means of \Box physical presence or \Box online notarization, this 2544 day of 2020, by Paul Weinberg, as Executive Vice President of Keith and Associates, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who produced (type of identification) as identification. NOTARY PUBLIC, STATE OF FLORIDA NOTARY'S SEAL: Michael Vonder Meulen Notary Public State of Florida

Aichael J Vonder Meulen

(Name of Acknowledger Typed, Printed or Stamped)

GG 236459 Commission Number



Florida's Warmest Welcome

CITY OF POMPANO BEACH REQUEST FOR LETTERS OF INTEREST T-25-20

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

July 23, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST T-25-20

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

The City will receive sealed proposals until <u>2:00 p.m. (local)</u>, August 24, 2020. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Introduction

The City of Pompano Beach is seeking qualified firms to work on various projects for the City and the CRA. The projects range in magnitude from small-scale to large or specialized designs.

The types of projects to be undertaken may include, but are not limited to:

- The City's approved Capital Improvement Plan (CIP) maybe found here: Adopted Capital Improvement Plan FY 2020-2024
- Roadway, Streetscape or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- Force Main projects.
- Lift station/pump station rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall and dock construction and repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support and compliance.
- SRF support and Davis Bacon Wage Reporting requirements

- Support Services for Remediation
- Demolition Projects

A. Scope of Services

The City intends to issue multiple contracts to landscape architectural firms to provide continuing professional services to the City and the CRA for various projects as-needed. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.00.

The scope of services may include, but is not limited to, the following:

- Prepare General Landscape Architecture Design Documents for Construction
- Prepare Irrigation Design/Modifications for Construction
- Prepare Signed/Sealed Tree Assessment and Survey
- Provide Landscape Inspection Services
- Assist with Applicable Permitting of Landscape Construction Documents

Firms must have previous municipal experience and must have staff that possess a Florida Certificate of Registration as a Professional Landscape Architect, with a minimum of seven (7) years of experience on technically complex residential, commercial and industrial development projects in Southern Florida.

B. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City or CRA. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project Consultant will be required to provide all applicable insurance requirements.

C. Term of Contract

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

D. <u>Project Web Requirements</u>:

1. This project will utilize e-Builder Enterprise[™], a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise[™] is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise[™] includes extensive reporting capabilities to facilitate detailed project reporting in

- a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.
- Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise[™]. The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants. No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. , These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

E. <u>Local Business Program</u>

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

- 1. TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
- 2. TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the

contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

Please note that, while no goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

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

- 1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
- 2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
- 3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

F. Required Proposal Submittal

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

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

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

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

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this solicitation. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, subconsultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

Office Locations:

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

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms <u>must</u> be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

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

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

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

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

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

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

G. <u>Insurance</u>

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

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

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

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

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

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

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

Type of Insurance

Limits of Liability

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

\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form bodily injury and property damage
XX premises - operations bodily injury and property damage

__ explosion & collapse

hazard

underground hazard

XX products/completed bodily injury and property damage combined

operations hazard

XX XX XX XX	contractual insurance broad form property damage independent contractors personal injury	bodily injury and property damage combined bodily injury and property damage combined personal injury			
_	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate Minimum \$1,000,000 Per Occurrence and Aggregate			
	liquor legal liability				
AUT	OMOBILE LIABILITY:	Minimum \$1,000,000 Bodily injury (each p Property damage, bo combined.	erson) bodily inj	ury (each accident),	
XX XX XX XX	comprehensive form owned hired non-owned				
REA	L & PERSONAL PROPERTY				
	comprehensive form	Agent must show proof they have this coverage.			
EXC	ESS LIABILITY		Per Occurrence	ce Aggregate	
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000	
PRC	PFESSIONAL LIABILITY		Per Occurrence	ce Aggregate	
XX	* Policy to be written on a clai	ms made basis	\$1,000,000	\$1,000,000	
term	(c) If Profession mnification and hold harmless ination or expiration of the Agrene applicable statute of limitation	ement for a period of	in the Agreer	nent shall survive t	he
CYB	BER LIABILITY		Per Occurrence	ce Aggregate	
	* Policy to be written on a clai	ms made basis	\$1,000,000	\$1,000,000	
_ _ _ _	Network Security / Privacy Lia Breach Response / Notification Technology Products E&O - \$ related services and or product Coverage shall be maintained than four (4) years after termination	on Sublimit (minimum I 61,000,000 (only applic cts) I in effect during the pe	cable for vendors	s supplying technolo	

- Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (a) Certificates of Insurance evidencing the required coverage;
 - (b) Names and addresses of companies providing coverage:
 - (c) Effective and expiration dates of policies; and
- A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- Waiver of Subrogation. CONTRACTOR hereby waives any and all right of 6. subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

H. **Selection/Evaluation Process**

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

Proposals will be evaluated using the following criteria.

Point Line Criteria Range Prior experience of the firm with projects of similar size and complexity: 0-15 1 a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome) 2 Qualifications of personnel including sub consultants: 0 - 15

a. Organizational chart for project

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

Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.

Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)

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

NOTE:

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

<u>Value of Work Previously Awarded to Firm (Tie-breaker)</u> - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value

of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

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

I. <u>Hold Harmless and Indemnification</u>

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also

include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

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

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

K. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

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

of public records in a format that is compatible with the information technology systems of the City.

L. <u>Communications</u>

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

M. <u>No Discrimination</u>

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

N. <u>Independent Contractor</u>

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

O. <u>Staff Assignment</u>

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

P. Contract Terms

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

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

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or

litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. <u>Survivorship Rights</u>

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Termination

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

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

T. <u>Manner of Performance</u>

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

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

U. <u>Acceptance Period</u>

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

V. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions,

requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

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

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

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

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

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

W. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall: Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. <u>Public Entity Crimes</u>

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

X. Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Y. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

Z. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

(number)	(Title)
To: The City of Pompano Beach, Florida	
stated subject to all instructions, terms, condand conditions contained in the solicitation including the specifications, and fully understands	s to furnish the proposed services under the terms ditions, specifications, addenda, legal advertisement, in. I have read the solicitation and all attachments, stand what is required. By submitting this proposal, I by and such acceptance covers all terms, conditions,
Proposal submitted by:	
Name (printed)	Title
Company (Legal Registered)	
Federal Tax Identification Number	
Address	
City/State/Zip	
Telephone No	Fax No
Email Address	

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

PROJECT TEAM

SOLICITATION NUMBI	ER		
<u>PRIME</u>		Federal I.D.#	
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge		•	
Project Manager			
Asst. Project Manager			
Other Key Member			
Other Key Member			
SUB-CONSULTANT			
Role	Company Name and Address of Office Handling This Project	Name of Individua to the Project	l Assigned
Surveying			
Landscaping			
Engineering			
Other Key Member			

(use attachments if necessary)

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name:		
•		
Vendor FEIN:		

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



Exhibit – Contractor Performance Report



City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060

CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from	to	-
2. Contract Period: from	to	-
3. Bid# & or P.O.#:		_
4. Contractor Name:		_
5. City Department:		-
6. Project Manager:		_
7. Scope of Work (Service Deliverables):		_

Exhibit - Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control- Monitoring subcontractors- Change-orders- Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE		ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 - 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 - 3.0): *Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.*

Vould you select/recommend this contractor	again? Yes No	
lease attach any supporting documents to the	nis report to substantiate the ratings that hav	e been provid
Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date
omments, corrective actions etc., use additi	onal page if necessary	
omments, corrective actions etc., use additi	onai page ii necessary.	

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

			•				
Project Name (1) Report Number (3) Reporting Period (4) to Contractor Name (7) Contractor Street Address (10) Project Manager Name (11) Local Business Payment Report Federal Identification Number (14) Business Name (15) Description of Work (16) Description of Work (16) Local Subcontractor Business Name (15) Description of Work (16) Contractor Name – Authorized Personnel (print) (22) Contractor Name – Authorized Personnel (sign) (2)	Contract Number and Work Order Number (if applicable) (2)						
Report Number (3)			Local Business Contra	act Goal (5)	Estimated Contract	Completion Date (6)	
Contractor Name (7)			Contractor Telephone () -	Number (8)	Contractor Email A	ddress (9)	
Contractor Street Add	lress (10)	Project Manager Name (11)	Project Manager Teler	phone Number (12)	Project Manager E	mail Address (13)	
Local Business	Payment Report						
Report Number (8) Reporting Period (4) to Contractor Name (7) Contractor Telephone Number (8) Contractor Street Address (19) Project Manager Name (11) Project Manager Telephone Number (12) (Total Paid to Date (20)						
		1	Total Paid to Date for A	II Local Business Sub	contractors (21) \$	0.00	
I certify that the	above information is true to	the best of my knowledge.					
		Contractor Name – Authorized Personnel (sign) (23)	Title (24)			Date (25)	

Local Business Subcontractor Utilization Report Instructions

- **Box (1)** Project Name Enter the entire name of the project.
- Box (2) Contract Number (work order) Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number 4600000568 WO 01).
- **Box (3)** Report Number Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- **Box (4)** Reporting Period Enter the beginning and end dates this report covers (i.e., 10/01/2016 11/01/2016).
- **Box (5)** Local Contract Goal Enter the Local Contract Goal percentage on entire contract.
- **Box (6)** Contract Completion Date Enter the expiration date of the contract, (not work the order).
- **Box (7)** Contractor Name Enter the complete legal business name of the Prime Contractor.
- **Box (8)** Contractor Telephone Number Enter the telephone number of the Prime Contractor.
- **Box (9)** Contractor Email Address Enter the email address of the Prime Contractor.
- **Box (10)** Contractor Street Address Enter the mailing address of the Prime Contractor.
- **Box (11)** Project Manager Name Enter the name of the Project Manager for the Prime Contractor on the project.
- **Box (12)** Project Manager Telephone Number Enter the direct telephone number of the Prime Contractor's Project Manager.
- **Box (13)** Project Manager Email Address Enter the email address of the Prime Contractor's Project Manager.
- **Box (14)** Federal Identification Number Enter the federal identification number of the Local Subcontractor(s).
- **Box (15)** Local Subcontractor Business Name Enter the complete legal business name of the Local Subcontractor(s).
- **Box (16)** Description of Work Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- **Box (17)** Project Amount Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- **Box (19)** Invoice Number Enter the Local Subcontractor's invoice number related to the payment reported this period.
- **Box (20)** Total Paid to Date Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s) Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print) Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- **Box (23)** Contractor Name Authorized Personnel (sign) Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- **Box (24)** Title Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- **Box (25)** Date Enter the date of submission of the Local Subcontractor Utilization Report to the City.

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

CITY OF POMPANO BEACH, FLORIDA LOCAL BUSINESS PARTICIPATION FORM

olicitation # & Title:		Prime Contractor's Name:	Prime Contractor's Name:							
	Contact Person, Type of Work to be Performed/Mat									
Name of Firm, Address	<u>Telephone Number</u>	Purchased	Contract Amount							
			1							

LOCAL BUSINESS EXHIBIT "A

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

	Solicitation Number
TO:(Name of Prime or Gen	
(Name of Filme of Gen	ierai bidder)
	pano Beach business intends to perform subcontracting bove contract as (check below)
an individual	a corporation
a partnership	a joint venture
The undersigned is prepared Contract, as hereafter descrik	to perform the following work in connection with the above bed in detail:
at the following price:	
(Date)	(Print Name of Local Business Contractor)
	(Street Address)
	(City, State Zip Code)
	BY:
	(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C" LOCAL BUSINESS UNAVAILABILITY FORM

	Solicitation #	-
(Name and Title)		
of	, certify that on the	day of
(Month) (Year),, I	invited the following LOCAL BUSINES	S(s) to bid work
items to be performed in the	e City of Pompano Beach:	
Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Said Local Businesses:		
	Did not bid in response to the invitation	n
	Submitted a bid which was not the lov	v responsible bid
	Other:	
	Name and Title:	
	Date:	
Note: Attach additional dod	cuments as available.	

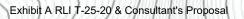
LOCAL BUSINESS EXHIBIT "C"

<u>LOCAL BUSINESS EXHIBIT "D"</u> GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

Solicitation #_____ 1. What portions of the contract have you identified as Local Business opportunities? 2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information. 3. Did you send written notices to Local Businesses? ____ Yes ___ No If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices. 4. Did you advertise in local publications? Yes No If yes, please attach copies of the ads, including name and dates of publication. 5. What type of efforts did you make to assist Local Businesses in contracting with you? 7. List the Local Businesses you will utilize and subcontract amount. 8. Other comments:

LOCAL BUSINESS EXHIBIT "D" - Page 2

LOCAL BUSINESS EXHIBIT "D"



KETH

Engineering Inspired Design.







CITY OF POMPANO BEACH

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURE SERVICES

RLI T-25-20

AUGUST 24, 2020



CITY OF POMPANO BEACH
REQUEST FOR LETTER OF INTEREST T-25-20

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

AUGUST 24, 2020

Paul Weinberg, PLA
Executive Vice President / Principal in Charge
301 East Atlantic Boulevard
Pompano Beach, FL 33060
954-788-3400
pweinberg@KEITHteam.com

Additional contact: Flint Weinberg Marketing Coordinator 301 East Atlantic Boulevard Pompano Beach, FL 33060 954.788.3400 fweinberg@KEITHteam.com





CONTENTS

3

title page

5

table of contents

6

letter of transmittal

10

technical approach

20

schedule

22

references

28

project team form

30

organizational chart

32

statement of skills and experience of project team

46

resumes of key personnel

68

office locations

70

local businesses

76

litigation

78

city forms

84

reviewed and audited financial statements

86

insurance





Dear City of Pompano Beach Selection Committee Members,

It is with great pleasure that Keith and Associates Inc., dba KEITH, provides you our team submittal for the City of Pompano Beach Continuing Contract for Landscape Architectural Services Letter of Interest T-25-20. We believe our team is positioned well within the community, provides the expertise within our craft and infuses all our efforts with precision and creativity. Over the past several years, the City of Pompano Beach has continued to reshape the community by reinvesting in the public realm. We applaud the City for continuing to value key assets for the community to ensure the future success of the City and its residents. At KEITH, we are proud to have collaborated with the city on many of these assets in the past and look forward to continued opportunities.

KEITH is proud to submit our response for consideration of Landscape Architecture services.

Throughout the firm's more than sixty-year history, KEITH has been awarded hundreds of continuing services contracts. As one of the veteran consulting firms in the community, KEITH is extremely qualified to meet the City's needs. Our team's familiarity with providing similar services through many municipalities across South Florida, and our relationship with local agencies and utility companies, provides us with valuable insight into your project needs and requirements. Our experience with continuing services contracts, combined with our specific discipline knowledge and expertise in working within Pompano Beach, translates into an absolute minimal learning curve which can save the City precious resources like time and money. Moreover, our involvement in the community extends well beyond the profession, as we are active in various organizations within Pompano Beach and Broward County on a philanthropic and community support level. This support is witnessed in the time, talent, and treasure that KEITH continues to give back.

KEITH is a team of more than 160 professionals and is led by CEO, Dodie Keith-Lazowick, PSM and Alex Lazowick, PE, PMP, President. KEITH is headquartered in Pompano Beach and has offices in Fort Lauderdale, Miami, Lake Worth and Orlando. Paul Weinberg, Executive Vice President, will serve as your primary contact for this contract.

KEITH recognizes that our primary responsibility in this contract will be to provide accurate and timely responsive service, as individual work orders are issued by the City. Careful consideration of individual project conditions, scopes, and the assignment of a responsive point of contact are necessary components in developing innovative project solutions and procedures to complete the project most efficiently and to maximize the City's benefit.

At KEITH, we bring decades of experience with an emphasis on municipal, multi-tasked contracts, providing the necessary leadership to effectively execute this continuing services contract. We bring to you the personal commitment of ourselves, our firm, and our long-standing reputation of accountability. We further believe authenticity is what is needed in any design to reflect the location, culture, and diverse community. The KEITH team has been curated to provide this balance between context and forward-thinking ideas, practical experience and commitment to excellence, which aims to support the City of Pompano Beach in this continuing landscape architectural services contract.

Best Regards,

Executive Vice President KEITH 301 East Atlantic Boulevard Pompano Beach, FL 33060 954-788-3400 pweinberg@KEITHteam.com

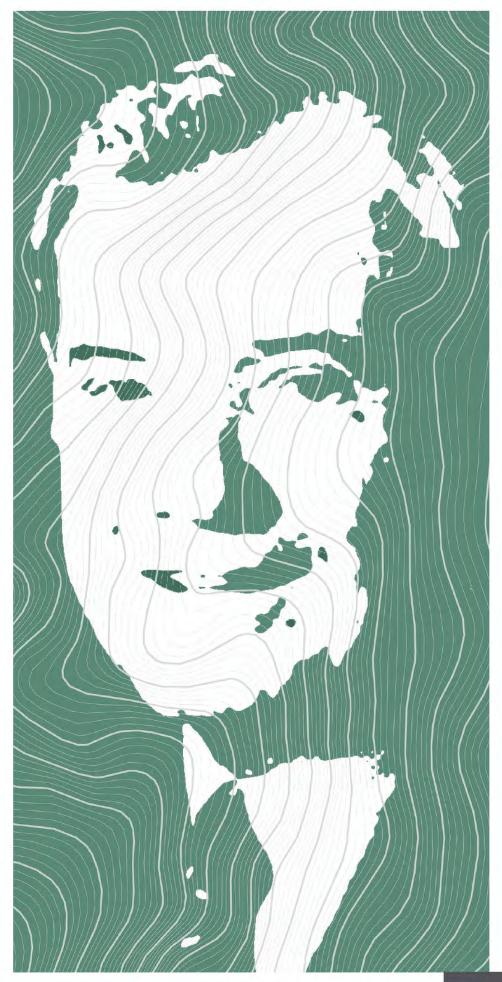






APPROACH





Technical Approach

Design Philosophy

The KEITH team takes a unique approach to each project which starts with a sound understanding of the project context. In addition to this is a solid team prepared to execute the project vision, mission and goals. The team includes experts in the field with a variety of backgrounds to best handle a broad range of tasks.

The KEITH team dares to ask more. we are dedicated to shaping cities as resilient centers of cultural vibrancy, public health, and natural integrity. The public realm represents the generosity of human spirit and nature that makes the increasing density and intensity of our cities possible. As reflections of the challenges we face as a society, the public realm may also be an active agent of change for the better - through programming and design that fosters healthy lifestyles, youth and intergenerational development, and by stabilizing neighborhoods and enhancing land value around them.

We understand that cities and public realm systems flourish when people have convenient access, when there are experiences that draw people in, and when cultural and natural resources are preserved. We know that a well thought out design is a down payment on the city's vibrant future, bringing community together and reflecting and shaping its identity.

At KEITH we have identified five characteristics of success found in great places which make a difference. These principles purposefully go beyond how places look or function, how big they are or where they are. Found in varying degrees in all our projects, we use these principles to support our work.

Access:

Connecting: People with people, goods with people, and industries with people.

Great public realms assure access. They have no borders. They are open and inviting to all; an integral part of our neighborhoods. They connect us to other places, other neighborhoods, other people, and other experiences. We believe everybody should be able to walk or bike to a great place.

Play:

Activity: Creating dynamic experiences to engage all ages in exploration, interaction, learning and movement.

Great places build community. They are the peoples' space and allow voices to be heard – and are themselves a reflection of community priorities and diversity. Public realms become part of our lives by building community in the place and place in the community. They possess elements which draw everyone inside to appreciate and enjoy, from fitness enthusiasts to the casual passer-through. We believe every place can deepen a sense of community.

Life:

Every space has a story. Creating the stage for everyday moments where one might expect the unexpected.

Great public realms abound in experiences. They are safe and clean spaces that bring together people, activities, and events that excite and inspire us. Designed for flexibility, ese places can evolve with our ever-changing interests.

urselves.

Campus:

Gathering: Creating environments in which to learn, worship, debate and heal.

Great places shape our collective identity. They represent who we are as a community and are as unique and authentic as each of us. Their names and their image evoke the best versions of ourselves and our communities. We believe every place should physically express our ideas and ideals.

Facility:

Infrastructure: Providing safety and support to create the essential backbone of our community.

Great public realms provide safety and support to create the backbone of our community. We believe that every place should secure natural and cultural resources for people to navigate freely through our collective infrastructure.

Project Understanding

The City of Pompano Beach is seeking qualified firms to work on various projects for the City and the CRA. The projects range in magnitude from small-scale to large or specialized designs.

The City intends to issue multiple contracts to landscape architectural firms to provide continuina professional services to the City and the CRA for various projects as needed. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.00.

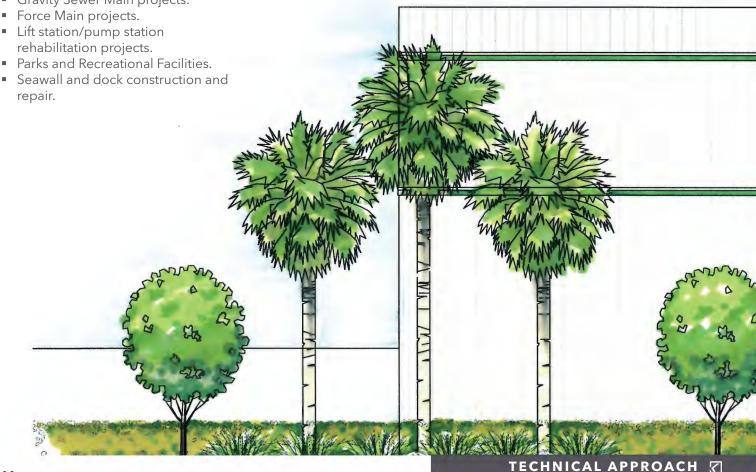
The types of projects to be undertaken may include, but are not limited to:

- The City's approved Capital Improvement Plan (CIP) may be found here: Adopted Capital Improvement Plan FY 2020-2024
- Roadway, Streetscape or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- rehabilitation projects.
- repair.

- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/ Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support and compliance.
- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition Projects

The scope of services may include, but is not limited to, the following:

- Prepare General Landscape Architecture Design Documents for Construction
- Prepare Irrigation Design/ Modifications for Construction
- Prepare Signed/Sealed Tree Assessment and Survey
- Provide Landscape Inspection Services
- Assist with Applicable Permitting of Landscape Construction Documents



Design Process

The KEITH team believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution. This triple bottom line approach to the design process is also combined with the need to create a sense of place through enhanced aesthetic beauty and quality.

Our approach is categorized into the following three general phases:

Exploration Phase - The process of becoming familiar with an opportunity through extensive analysis

Inspiration Phase - The process of developing ideas emanating from the exploration process

Implementation Phase - The process of activating the most appropriate decision or plan to resolve the opportunity

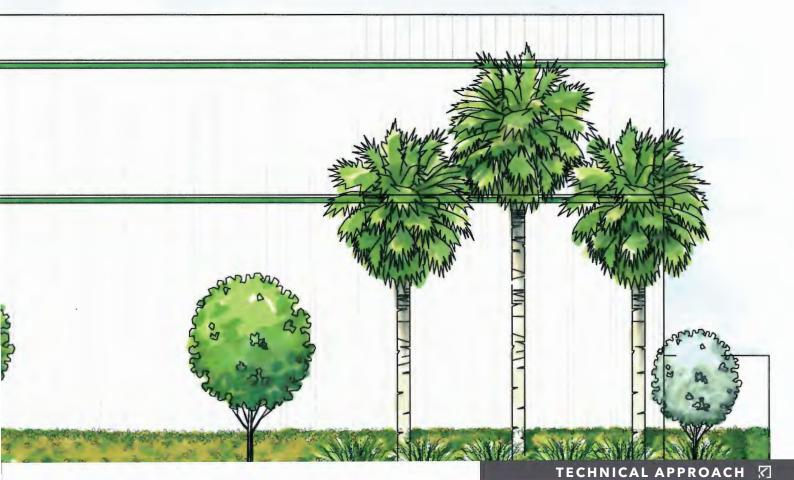
Each phase builds on the previous and seeks to combine a triple bottom line perspective, with an emphasis on social, ecological and economic influences. This context-based design approach considers multiple facets of the development process to result in a resilient solution that is cultivated for each project and task.

Exploration Phase

Data Gathering and Analysis - The purpose of this phase is to work collaboratively with the City, staff and community to understand the context and influences on the project and to communicate these for review and discussion. The team will review code and local government planning documents as part of this initial phase. The end goal is to develop an overview of the opportunity and other influences to highlight strengths and weaknesses. These findings will then be developed into a series of presentations for review/input of the City and stakeholders.

Inspiration Phase

Based on the completed and approved Exploration Phase, the KEITH team will develop initial recommendations and ideas for review by the City, staff and stakeholders. The intent of this phase is to develop the preliminary responses and determine which of the ideas provide the best overall solution for the City's goals. Typically, during this phase there will be several ideas or concepts developed for the project. Each will take a slightly contrasting approach – all of them will take input from the City, stakeholders, and appropriate team members to ensure the concepts represent the community's desire for the space. The drawings and presentations prepared during this phase of design will be more conceptual in nature, however, they will be based on the detailed information gathered during the Exploration Phase.



Presentations, documents and drawings produced in this phase may include Illustrative plans, diagrams, before and after photo visualizations, 3D renderings, character imagery, opinions of probable costs, and other related graphic presentations to convey the overall intent of design. These documents will be reviewed and coordinated with City, staff, community and all identified stakeholders. If determined appropriate by the Team, this phase may also include a series of public workshops or community input sessions. This is further discussed in the Public Engagement section.

Implementation Phase

Based on the completed and approved Inspiration Phase, the KEITH team will develop detailed drawings and documents that aim to progress with a singular, identified direction for the project. Typically, the drawings in this phase will address many of the same items as noted in the previous phases; however, they will be at a more detailed level. Drawings will be coordinated with all appropriate disciplines and agencies and developed in typical drawing or detailed design submittals including 30%, 60%, 90%, Permit and Construction Sets. All technical reports will be developed in a preliminary and final format either as a supplement to the drawing package or as a standalone document for potential grant application or other coordination/submittal purposes.

As part of the detailed design process, often there are changes that have developed from the "big ideas" generated early to the final details. Our team is accustomed to keeping the illustrative graphics updated to allow the City, stakeholders and elected officials a realistic view of what is depicted in the detailed documents. We have found this to be especially helpful to ensure expectations are met when the project starts to come out of the ground. In addition to the development of detailed design drawings, KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction and process them through the appropriate regulatory agencies.

Construction is the final component during the implementation phase and KEITH is adept at managing various forms of the construction process. KEITH will work with the City as appropriate to determine the best delivery method during construction. This may include Design/Bid/Build, Design Build, Construction Manager at Risk (CMaR) or potentially the Integrated Lien Project Delivery (ILPD). KEITH will help the City to consider the benefits or risks and manage the desired construction process. KEITH will also facilitate review of Contractors Bids, RFI's, Shop Drawings and handle the various project certifications that may be required. The close out of any project is as important as the start and KEITH is prepared to finish any assigned efforts strong, utilizing the years of experience in the field that our Team possesses.



Project Management

KEITH understands it is imperative to have senior staff members overseeing the components of this project. This corporate philosophy results in an extremely efficient and responsive project management approach, as well as superior project designs prepared on time and within budget. We are committed to continue providing our most highly qualified professionals for this project, which will provide effective and responsive service to the City of Pompano Beach.

We have a keen understanding of the many challenges which may be encountered in a municipal engagement. Accordingly, we have assembled a design team with broad capabilities and depth of experience to address any needs that may arise. KEITH and its team of local professional consultants know and understand the City of Pompano Beach. These many, many years of collective experience mean that the City's concerns with project development will be taken under consideration throughout the entire process.

The KEITH team will implement a rigorous communication protocol among all project participants. The basis of our management approach will focus on managing communication between our team and the City, as follows:

- Provide Single Point of Contact: Having a single point of contact for the City to simply reduce miscommunication and work as an extension for the City. In this contract, we have assigned Ms. Kelli Schueler, PLA, Director of Landscape Architecture, as the Project Manager. She will be assigned in this capacity for the life of the contract to assure continuity and reliability to City staff.
- For each task assigned, establish the involved group of stakeholders, and provide clear lines of communication to all, as required.
- Understand the objectives of the project and assure that all project stakeholders have the same level of commitment and expectation in understanding the scope of work.
- Schedule periodic progress meetings.
- Maintain strong, ongoing working relationships with City staff.

Our approach to this management plan is one that has proven successful with many projects. We will schedule all meetings in coordination with City of Pompano Beach staff, conduct the meetings, provide agendas and meeting materials, record and submit minutes for review/approval and then distribute those minutes to the appropriate parties.

Project Scheduling

Based on the scope of each project, KEITH will develop a project schedule to sequence key activities associated with and required for the successful design of the project. By carefully scheduling and sequencing activities, key elements of the work authorization may be performed in a sequential, but staggered manner to expedite delivery of the work authorization while ensuring all issues and concerns are properly addressed. An example of this would be that a certain level of general planning and conceptual design consideration of alternative solutions and interviews authorities having jurisdiction, may be undertaken while site inspections and surveys of existing conditions at a site or facility are underway.

In addition to excellent project management, KEITH will also bring all its in-house service sectors to bear on these projects including civil engineering, surveying, subsurface utility engineering, traffic construction management. KEITH will be involved in every task and will ensure the proper QC to be completed through the life of the project.

For additional information regarding scheduling, please refer to page 20, Sample Schedule.





Public Engagement

Successful public involvement for a project must meet the needs and values of the residents. business owners, elected officials and all stakeholders within the City. Meaningful twoway communication with all parties is critical to building trust, understanding and consensus between the impacted stakeholders, City Officials and the KFITH team.

If necessary, the KEITH team will meet with the City's Project Manager (PM) and the consulting PM to better understand the project scope and prepare a Public Involvement Plan (PIP) within 10 calendar days after Notice to Proceed. The PIP maps out the outreach plan to ensure all



stakeholders weigh in on critical project components. Our team uses email, mail, social media, project websites, special events and public forums to reach the City's residents. We will build a database of City elected officials, senior staff, property owners, business owners, places of worship, residents and organizations that utilize the study area.

KEITH understands that when it comes to public engagement, there is no one-size-fits-all approach. We realize how important it is to reach all residents, including low income, limited English speakers, young adults and senior citizens. We also understand the evolving needs to communicate in a remote or virtual setting due to social distance concerns associated with the COVID-19 scenarios. We have led several projects through various forms of community involvement. Depending on the project need, location and complexity, our team can coordinate a variety of items from meeting notification, website development, signage/advertisement, presentations and more.



Quality Assurance / Quality Control

KEITH is keenly aware that time is of the essence for all municipal projects and cost is always an important component of the design. As a result, we have an established Quality Assurance/Quality Control (QA/QC) program that is implemented throughout the design process through project closeout. This ensures that the plans are prepared

to the highest quality standards from the beginning and eliminates lengthy agency review and revision times. It also allows for value engineering and constructability analysis throughout the quality review process.

Underlying this quality process are three corporate philosophies; utilizing the right people to do the right things at the right time; putting our detailed and time-tested processes in place to facilitate quality work and delivery; and utilizing a comprehensive quality management plan that addresses quality control throughout every aspect of the project.

As a multidisciplinary firm, KEITH will consistently have an array of services and skill sets at your disposal and will be involved in every phase of each project the City puts forward with this contract.

Cost Management and Budget Review

While our team will be looking at each phase of the triple bottom line in our design process, we will pay close attention to the overall bottom line. We understand that accurate cost estimating, and budgeting is essential to the success of any project in the public realm and this one is no different. Often, elected officials are asked to vote on items with budget considerations playing a large part in their decisions. Our team of designers, engineers and construction managers have the experience to provide these cost reviews at each stage of design. Initially, we will work with City staff and

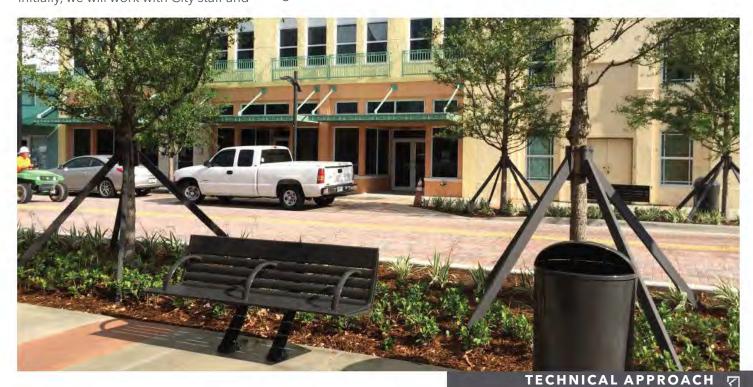
the City to identify both the program and associated budget ranges in the earlier phases. Once the parameters have been established, the future phases of design will work back to these agreed-to budgets, or in the scenario that a budget is to be changed, it will include a series of agreed upon decisions that would drive this type of change. Typically, our team is used to agreeing to a budget early on and meeting those budgets throughout the process. As the project progresses with more detail or depending on the selected construction delivery method, the detail of pricing will also progress. We know that the costs associated with the projects are extremely important and we rely on our decades of built work, along with knowledge of the industry and the local market conditions to develop this information.

Technologies

The KEITH team possesses many technologies that allow us to communicate and deliver on our ideas in a more effective manner. Our team utilizes these technologies both in the field and in the office to verify accuracy of existing features through our 3D scanning, Survey and Subsurface Utility Engineering (SUE) capabilities. This upfront due diligence allows our team to ensure

the base plans and data that is used to create future implementation plans is accurate and coordinated. In the design process, our team utilizes a variety of visualization tools to create photo realistic renderings and video animations that are often key to presenting ideas to the public and elected officials who are not often accustom to reading detailed plans.

Often, we utilize drone images or footage as a part of this visualization to show before and after scenarios. As we progress to detailed design, our team has the capability of producing drawings in Revit / Civil 3D to allow for coordination of BIM (Building Information Modeling) and CIM (Civil Information Modeling) to allow optimum coordination and performance review of the projects systems. Our team utilizes multiple software platforms as well for both design and project management including but not limited to: AutoCAD, Microstation, CivilCAD, Adobe Creative Suite (Photoshop, Illustrator, InDesign, Premiere, Etc), Sketch-up, Lumion, Basecamp, Microsoft Suite (Word, Excel, Power Point, Project Scheduler, Etc), Skype and we also have full plotting and scanning capacity in office making production as efficient and cost effective as possible.



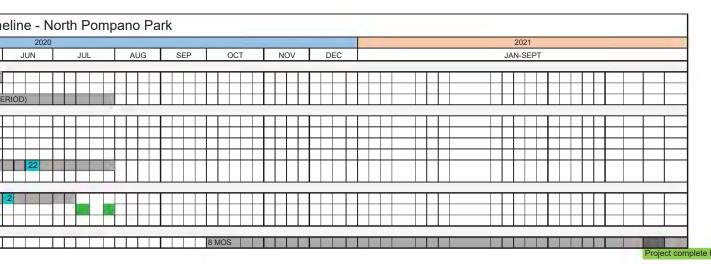
At the assignment of each project KEITH along with the City PM will develop a project schedule that will guide the effort from start to finish. KEITH is accustomed to building detailed schedules similar to the ones provided here that serve as an outline to guide the project forward. Building a sound schedule must take into account a wide range of items in order to be an accurate schedule. KEITH has the experience with the City of Pompano Beach as well as other County and State Permitting process that allow accurate planning at the onset. We understand that schedule and budget are two key factors in any project and that often elected officials are asked to vote based on timeline. We take our project scheduling as serious as we do the project itself. When appropriate or the project duration requires, we are accustomed to providing monthly check-ins and updates on the schedule. Every project, regardless of size will need a schedule and we are ready to assist the City with this key aspect in managing an individual task/project when assigned.

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Site Plan Approval						
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D.O.&PPA Received	5/7/20					

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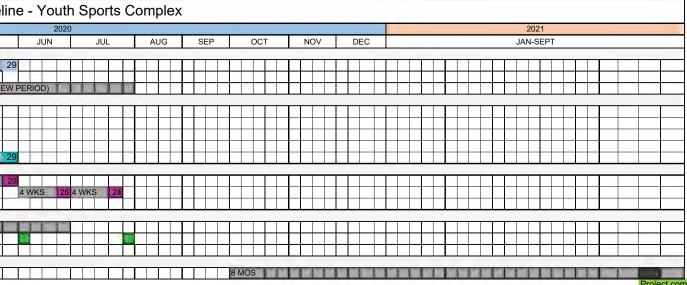
P&Z Deadlines & Meetings						
Timeline Dates	Deadline					
MEMO to P&Z	5/29/20					



Engineering Permitting
Timeline Dates Deadline
Deadline
Submit to City Eng. 4/16/20
Submit to BC 4/24/20

(Site) Construction Document						
Timeline Dates	Deadline	Ī				
Deadline						
- 60% CDs	4/15/20					
- 60% GMP Received	6/2/20					
- 90% CDs	6/22/20					
*Electrical Engineering F	Plans 6/09/20)				

City Permitting Building						
Timeline Dates	Deadline					
Deadline						
- Early Demo/Tree Work	2nd Week of June					
- Sitework Permit	Last Week of July					
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Project complete by 9/30/21

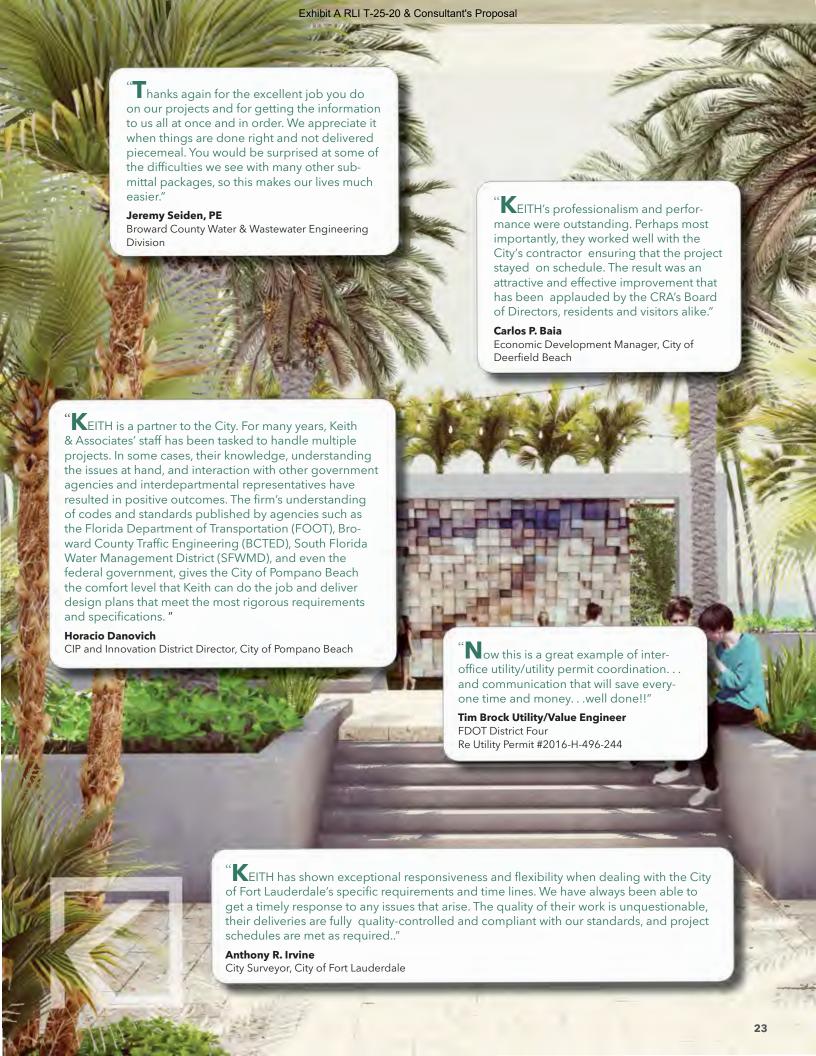
Engineering Permitting							
	Deadline						
	Deadline						
-	Submit to City Eng.	4/16/20					
-	Submit to BC	4/24/20					

(Site) Construction Document						
Timeline Dates	Deadline					
Deadline						
- 60% CDs	4/16/20					
- 90% CDs	5/29/20					
*Electrical Engineering Plans 5/15/20						
*Not including Architectural CDs						

Architecture Deadlines								
Timeline Dates	Deadline							
Deadline								
- 100% DDs	5/29/20							
- 60% CDs	6/26/20							
- 90% CDs	7/24/20							

	City Permitting Building							
[Timeline Dates	Deadline						
ı	Deadline							
I	- Early Demo/Tree Wo	1st Week of June						
	- Sitework Permit	1st Week of June						
ı	- Architecture	Last Week of July						







City of Pompano Beach CRA

Horacio Danovich, CIP and Innovation **District Director**

horacio.danovich@copbfl.com 100 W. Atlantic Boulevard Pompano Beach, FL 33060 Phone 954-786-7834 Dates Services: 2002-Ongoing

Scope: Landscape architecture, professional engineering, planning, surveying and SUE services on this continuing contract.

City of Fort Lauderdale CRA

Thomas Green, Beach Senior Project Manager

Tgreen@fortlauderdale.gov 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311 Tel (954) 828-4008 Fax (954) 828-4500 Date of Services - Start: 2018, End: On-going

Scope: Design and implementation of the DC Alexander Park Improvement Project, including landscape architecture design, civil engineering, architectural design, artistic design and review services.

City of Parkland

Sowande Johnson, PE, Assistant City Manager sjohnson@cityofparkland.org 6500 Parkside Drive Parkland, FL 33067 Phone 954-757-4144 Date of Services - Start: 2007, End: On-going

Scope: Landscape architecture, professional engineering, planning, surveying and SUE services on this continuing contract.



City of Coconut Creek

Robert McDonald

RMcDonald@coconutcreek.net 4800 West Copans Road Coconut Creek, FL 33063 Phone 954-973-6786

Dates Services: 2015-Ongoing

Scope: KEITH has served as the General Engineering Consultant for the City of Coconut Creek for the past 5 years. KEITH is providing on-going continuing services as needed including landscape architecture, civil engineering, surveying, planning, and construction engineering inspections.

City of Margate CRA

Cotter Christian, Project Manager

cchristian@margatefl.com 901 N.W. 66th Avenue, Suite A Margate, FL 33063 Tel (954) 972-0828 ext. 222 Fax (954) 978-7349

Date of Services - Start: 2015, End: On-going

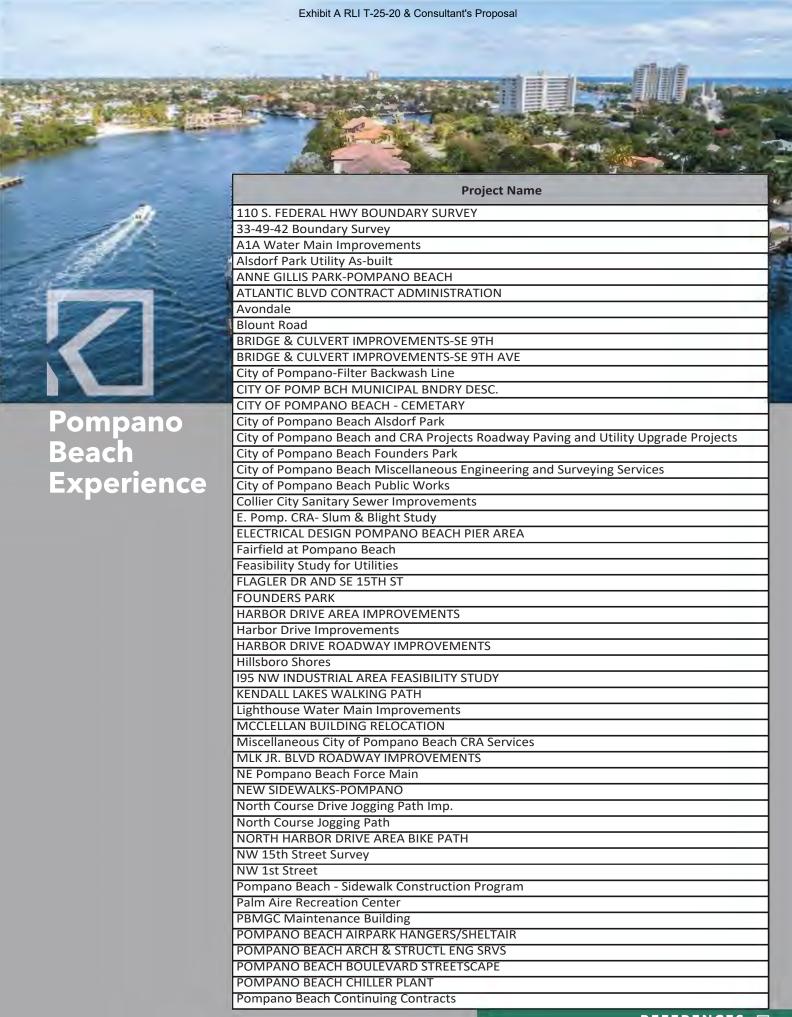
Scope: Landscape architecture, professional engineering, planning, and surveying services on this continuing contract.

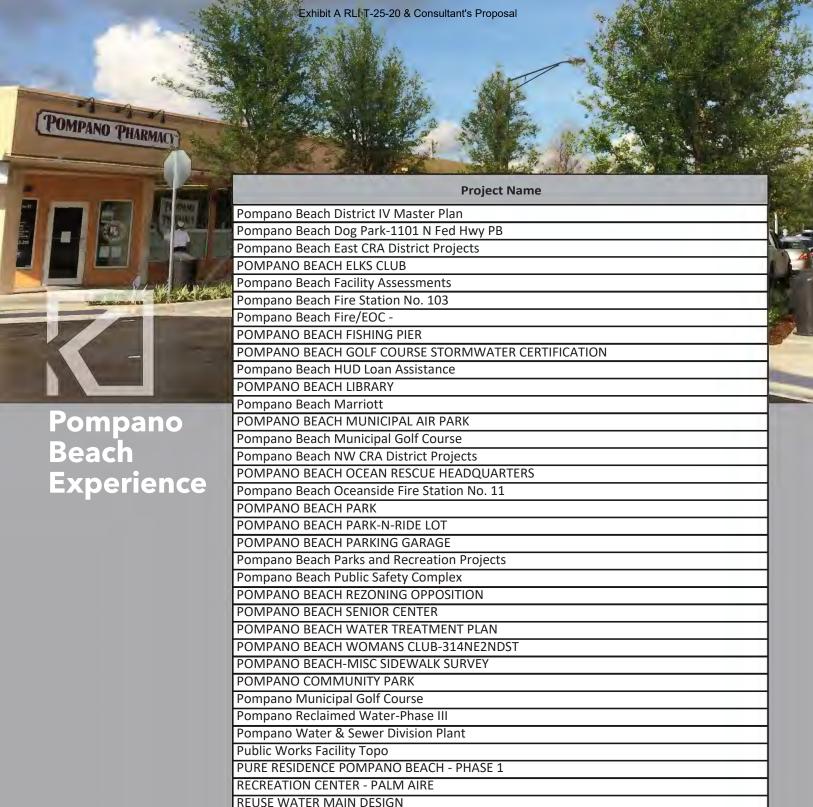
Levitt Foundation

Courtney Crush

333 North New River Drive East, Suite 1500, Fort Lauderdale, FL 33301 Tel (954) 522-2010 Date of Services - Start: 2018, End: On-going

Scope: Re-invention of Esplanade Park in downtown Fort Lauderdale in conjunction with the addition of a new state of the art events platform and stage. Study context of surrounding uses and develop iconic statement for this riverfront park.





Sand & Spurs Equestrian Center
Sanders Park / Sidewalk Construction
Sec. 27-48-42 Route of Line Survey
SW 9th Ave- Engineering Design Survey

Traffic Engineering Study - Bikeway VISTA BMW POMPANO BEACH

Western Wellfield Expansion-Palm Aire

THE WATERS/POMPANO BEACH CONDOMINIUM

WEST SIDE OF FEDERAL HWY N OF 15TH ST-18

SW 9th Ave-R/W Base Map



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

PROJECT TEAM

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		RLI NUMBER T-25-20	
		Federal I.D.# <u>65-0806421</u>	
PRIME			
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Paul Weinberg, PLA	20	BS, Landscape Architecture
Project Manager	Kelli Schueler, PLA, LEED AP	14	BS, Landscape Architecture
Asst. Project Manager	Michael Phillips, PLA, ASLA	32	BS, Interior Design
Other Key Member	Wren Ruiz, RLA	7	Master, Landscape Architectu
Other Key Member	William Arata, PSM	40	HS Diploma
Role Surveying Landscaping	Company Name and Address of Office Handling This Project	Name of Individ to the Project	ual Assigned
Engineering			
Other Key Member			

(use attachments if necessary)





Florida's Warmest Welcome

PRINCIPAL IN CHARGE

Paul Weinberg, PLA

Executive Vice President

PROJECT MANAGER

Kelli Schueler, PLA

Director of Landscape Architecture

QA/QC

Wren Ruiz, RLA

Registered Landscape Architect

ASSISTANT PM

Michael Phillips, PLA, ASLA, **ISA Certified Arborist**

Senior Landscape Architect

PROJECT TEAM MEMBERS

Christopher Phillips, PLA, **ASLA**

Registered Landscape Architect

Lucie Weiss

Senior Landscape Designer

Abby Sutton

Landscape Designer

Sarah Rosen, FCLT, LIAF

Landscape Designer

Misagh Hosseinzadeh

Technical Landscape Designer & 3D Visualization

Joel Johnson

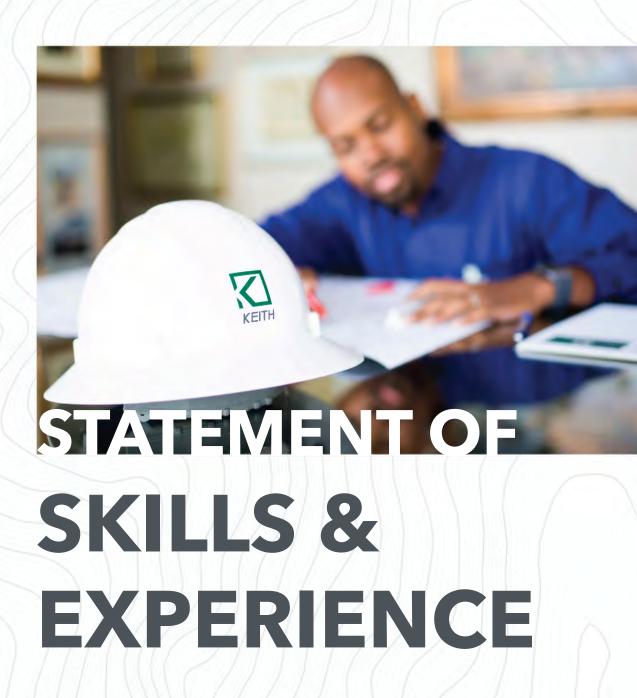
Technical Landscape Designer

William Arata, PSM

Director of Surveying & Mapping

Thomas Donahue, PE

Director of Engineering





KEITH takes what might be considered mundane and transforms it by considering it through our unique lens. With the task at hand in focus our work becomes more than simply streets, parks, or utilities. Each task becomes an exceptional space where we work, live and play. KEITH employs its more than six decades of experience to reshape each project so that it more than works, it works into the future, positively affecting our communities and all achieved within the parameters provided by our clients. As a result, our expansive body of awardwinning work, a large portion of which is here in Pompano Beach, is known as Engineering Inspired Design.



Looking toward the future is best done with a sound knowledge of the past. KEITH was founded by its namesake, Bill Keith, who himself was a pillar of the Pompano Beach community. Through his leadership, years of discipline and hard work he was able to pass forward a more than growing enterprise to his daughter, our CEO, Dodie Keith-Lazowick, PSM. And, in turn, KEITH has grown into a third generation of talent with our President, Alex Lazowick, PE, PMP. KEITH, constantly building on our history, stands today as a multidisciplinary powerhouse impacting communities across Florida and beyond with state-of-the-art inspired solutions to the needs of the day.

The team at KEITH combines the technical experience of a diverse pool of professionals possessing an encyclopedic working knowledge of local and regional projects, emphasizing municipal land development and re-purposing activities. This synergy results in the development of important relationships with key agencies. This tremendous database of knowledge, information and skill is an invaluable asset for our clients.

KEITH is focused on solving the multi-faceted challenges faced daily by its diverse client base. Our commitment to professionalism and strong project management has allowed us to play a key role in the development of South Florida's growing infrastructure, and more importantly, the City of Pompano Beach. Our mission is to curate a tenacious team effectuating innovative solutions which elevate and preserve the built and natural environments.

FIRM EXPERIENCE

The KEITH team has performed a large variety of work for local municipalities, counties, and state agencies. Our experiences have resulted in thorough knowledge, practice of standards, and how to apply them with a practical and logical approach to problem solving. It has also allowed our team to "get connected" to municipality staff. KEITH believes that building these relationships is what it takes to truly understand the concerns of the City and address them in a professional manner that is personal to the City of Pompano Beach and the residents of the community. We take pride in building long-lasting relationships and acting as a fully competent extension to our client's staff.

Managing an on-call contract is difficult for those without experience. KEITH has provided general services for hundreds of on-call contracts with various municipalities and governments. Our staff is extremely well versed in the nuances of servicing these contracts, understanding the unique characteristics of each community and curates a team to successfully accomplish our goal in a timely, cost-effective manner with the highest of standards maintained.

KEITH has the administrative know-how and the staff capacity to manage large and small work authorizations, the management skills to know when to engage, and the technical expertise to ensure top quality is always delivered on time and under budget to the City of Pompano Beach.

The KEITH team is currently managing 25 continuing services contracts with various municipalities. These contracts are most similar to the type and size of projects to be performed under this contract:

City of Delray Beach City of West Palm Beach City of Oakland Park City of Pompano Beach and City of Pompano Beach CRA City of Fort Lauderdale City of Margate City of Weston

City of Parkland City of Deerfield Beach Town of Southwest Ranches Town of Davie **Broward County Aviation Department** City of Lauderhill City of Coconut Creek



Landscape Architecture & Planning Expertise

Landscape Architecture and Planning aims to do more than to produce places for safe, healthful, and pleasant use; it has become a platform for the realization of both private and public attitudes toward the environment. This intersection of personal and collective experiences of environment addresses the material and cultural aspects of a place while allowing exploration of future aspirations.

Our Landscape Architecture & Planning Team focuses on creativity, sensibility, and vision to guide and assist with smart, long-term decisions that result in preserved or enhanced value for our projects and our community. Regardless of the scope of the project, we bring experience, knowledge, fresh energy, innovation, and palpable enthusiasm to each and every project engagement from pre-start through post-completion.

Our team specializes in the creative fusion of architecture, landscape architecture and the environment. We have provided innovative and awardwinning designs for institutional and commercial projects, residential and mixed-use developments, streetscape and roadway beautification, active and passive parks, plazas and various urban redevelopments locally and around the world.

Whether it is in meeting the code of landscape ordinances with creativity or in creating spectacular lush destinations, KEITH brings experience, knowledge, fresh energy and innovation to each project. Our approach guides and assists cities in making smart, long-term decisions that result in greater value for them, their projects, and our community. The Landscape Architecture and Planning services at KEITH range from site detailing to landscape and irrigation plans, tree assessment and removal, mitigation plans and more.

A Multi-Disciplinary Approach

KEITH is a rare gem. Each of its facets, the many disciplines we provide under one roof, is another unique benefit to our clients. All these professional disciplines are offered as an in-house service every day to you. We pride ourselves on the ability to work with municipalities, government agencies, and other consultants while providing close coordination with our clients. Having access to our own in-house, multi-disciplined team means we often solve problems within our own walls. Opportunities to confer interdepartmentally are indispensable. They give us insight to the biggest picture often resulting in the saving of time and budget resources.

Civil Engineering Discipline Expertise

KEITH has extensive experience in providing professional services required for the development or redevelopment of land and infrastructure including the permitting, design, coordination and construction of roadway / parking area(s), stormwater, potable water, utility, and wastewater systems. Our engineers have the knowledge and expertise to meet the needs of a wide variety of general civil engineering issues.

Geospatial Discipline Expertise

The KEITH geospatial services teams utilize state-of-the-art engineering and surveying technology to produce deliverables of the highest quality and accuracy on every project. Our professional engineers, surveyors, and technicians combine the benefits of the utility engineering process and survey methodology to address above ground and subsurface utilities for infrastructure construction projects of all kinds.

Transportation & Traffic Discipline Expertise

The ability to move people, goods and vehicles safely and efficiently is an art form. KEITH conducts studies, analyzes data, consults with interdisciplinary experts, reviews trends, blends ideas, considers exacting engineering standards and regulatory requirements every day. This results in professional, reliable, innovative, knowledgeable, cost-effective, actionable plans which meet our public and private sector clients' needs and exceed expectations.

Construction Management Discipline Expertise

KEITH has provided construction related services for projects ranging from airport facilities, residential communities, commercial projects, and recreational parks, including structures, terminals, roadways, parking lots, and utility infrastructures. Our best construction management



practice is to maintain a close working relationship with all stakeholders and to respond quickly and effectively when troubleshooting. This approach coupled with our experience and knowledge, offers our clients the opportunity to minimize cost overruns and delays during construction through pre-design services, design and construction oversight, and construction administrative services.

The KEITH Philosophy of Design

KEITH believes in a holistic approach to the design process which we categorize into three phases:

Exploration Phase - The process of becoming familiar with an opportunity through extensive analysis.

Inspiration Phase - The process of developing ideas emanating from the exploration phase.

Implementation Phase - The process of activating the most appropriate decision or plan to resolve the opportunity.

Each phase builds on the previous and seeks to combine a triple bottom line perspective; with an emphasis on social, living environment, and economic influences. This contextbased design approach considers multiple aspects of the development process to result in a resilient solution which is cultivated for each project and task. KEITH is committed to the City of Pompano Beach and this contract. Through our team's combined expertise, experience, relationships and client-centered approach, we are confident we will continue to bring value to the City of Pompano Beach.



FACILITY

Infrastructure: Providing safety and support to create the essential backbone of our community.



Connecting: People with people; Goods with people; Industries with



Gathering: Creating environments to Learn, to Worship, to Debate, and to Heal.



Activity: Creating dynamic experiences to engage all ages in exploration, interaction, learning and movement.



Stories: We create the stage for everyday moments: Expected and Unexpected.





Annie Adderly Gillis Park

Project Location: Pompano Beach, FL Project Commencement: 2017 Project Completion: Ongoing

Client: City of Pompano Beach

Mr. Horacio Danovich, CIP and Innovation District

Director

100 West Atlantic Boulevard Pompano Beach, FL 33060

(954) 786-7834

horacio.danovich@copbfl.com

Project Description: KEITH is providing landscape architecture and civil engineering services for the renovation of the existing Annie Adderly Gillis Park. This project will provide a facelift to this open space to create a large urban plaza while maintaining balance with ample green space. The park will serve to bring people in through the implementation of a stage area for events, interactive play opportunities, exercise equipment, improved lighting and adequate shading.





GO Bond Parks and Streetscape Redevelopment

Project Location: Pompano Beach, FL Project Commencement: 2018 Project Completion: On-going

Client: City of Pompano Beach

Mr. Horacio Danovich, CIP and Innovation District

Director

100 West Atlantic Boulevard Pompano Beach, FL 33060

(954) 786-7834

horacio.danovich@copbfl.com

Project Description: The City of Pompano Beach G.O. Pompano! Improvement Projects look to continue investing into the City of Pompano Beach by improving public safety, the quality of life for its residence, and stimulating tourism. As both a Prime and Subconsultant, KEITH is currently working on 3 park improvement projects and 6 streetscape enhancement projects, providing full multi-disciplinary services including survey, subsurface utility engineering, civil engineering, landscape architecture, planning and construction administration.

Some projects provided under this contract include:

- MLK Boulevard
- SR A1A Improvements
- Dixie Highway Improvements
- NE 33rd Street Streetscape
- McNab Road Streetscape
- Riverside Drive Streetscape
- North Pompano Park Improvement
- Centennial Park
- Youth Sports Complex



Centennial Park

Project Location: Pompano Beach, FL Project Commencement: 2018 Project Completion: On-going

Client: City of Pompano Beach Mr. Horacio Danovich, CIP and Innovation District Director 100 West Atlantic Boulevard Pompano Beach, FL 33060 (954) 786-7834 horacio.danovich@copbfl.com

Project Description: The Centennial Park project entails the addition of an outdoor open-air event pavilion incorporating contextually-sensitive architecture that honors the historic Sample-McDougald House currently located on the property. The proposed improvements also include redevelopment of the walkways and garden areas adjacent to the future pavilion. KEITH has worked closely with stakeholders to ensure the new garden spaces and pavilion suit the event needs of users and staff.



MLK Boulevard Streetscapes

Project Location: Pompano Beach, FL Project Commencement: 2011 Project Completion: 2017

Client: City of Pompano Beach Mr. Horacio Danovich, CIP and Innovation District Director 100 West Atlantic Boulevard Pompano Beach, FL 33060 (954) 786-7834 horacio.danovich@copbfl.com

Project Description: The Pompano Beach Northwest Community Redevelopment Agency (CRA) wanted to enhance the area along Martin Luther King Boulevard between I-95 and Dixie Highway. This area was part of the CRA's overall master plan known as the "Downtown Pompano Connectivity Plan".

The proposed improvements included multi-modal (pedestrian/bicycle/transit) friendly streetscape with landscape/hardscape beautification features along MLK Boulevard including special pavement materials, new pedestrian level and roadway decorative lighting, streetscape furnishings, utility adjustments (including undergrounding overhead FPL/Comcast/AT&T lines), and overall drainage, utility and roadway improvements.

KEITH was awarded this project as the Prime Consultant and assembled a multi-disciplinary team to complete all design aspects. Scope included a complete roadway design survey including identification and location of underground utilities, asbuilt of all structures and tree identification.



Kester Marina / Sullivan Park

Project Location: Deerfield Beach Project Commencement: 2005 Project Completion: 2006

Client: City of Deerfield Beach

Gerald Ferguson, Director of Planning & Growth

Management 150 NE 2nd Avenue Deerfield Beach, FL 33441-3598

Project Description: The Kester Marina, AKA Sullivan park project is a 1.5 AC. Park / Marina project in the City of Deerfield Beach. The project was designed for a marine along the west side of the Intracoastal Waterway (ICW) between the Hillsboro Bridge and the Hillsboro Canal consisting of 27 slips and would harbor the Deerfield Fishing Fleets.

The project was proposed to be a joint development between the City owned park and the adjacent commercial development. The proposed site design consists of a passive park and Marina that includes upland-cut and waterway dredging along the easterly property to accommodate the marina.

KEITH was the prime consultant responsible for coordinating the conceptual design layout for the passive park and marine. Our team was also responsible for overseeing the Environmental Findings Report which consisted of extensive research and data collection preparing detailed survey documents and pre-application meeting with all agencies having jurisdiction.



Aquatic Center

Project Location: Fort Lauderdale, FL Project Commencement: 2018 Project Completion: On-going

Owner: City of Fort Lauderdale

Client: Cartaya and Associates Architects

Mr. Mario Cartaya (954) 771-2724

MCartaya@cartayaandassociates.com

Project Description: The Fort Lauderdale Aquatic Center is situated on a man-made pier which extends approximately 600 feet into the Intracoastal Waterway. The City of Fort Lauderdale and its CRA is renovating the facility to ensure it meets aquatic competition requirements.

KEITH's tasks include landscape architecture, planning services, surveying, subsurface utility engineering, and civil engineering. The intent of the project is to restore the Aquatic Center to remain as one of the icons of Fort Lauderdale Beach.





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Smothers Park

Project Location: Owensboro, KY Project Commencement: 2014 Project Completion: 2015

Owner: City of Owensboro Contact: Joe Schepers, PE, SE

schepersjg@rwra.org

Project Description: Smothers Park (formerly Riverfront Park) was established in 1816 as the first City park. It was renamed after Bill Smeathers (Smothers) in 1963. The 6-acre park was renovated and expanded as part of a multi-million dollar riverfront upgrade under the direction of Paul Weinberg, Project Manager.

Since it's reopening, Smothers Park Lazy Dayz Playground has been named the top playground in the world (2015) by Landscape Architect's Network. The park features 3 signature fountains with a show every 15 minutes and cascading waterfall. Additional amenities include a spray park, Shelton Memorial, concessions, picnic areas, an open air pavilion, a scenic overlook and river front swings with nearly \$70M in improvements.



Parks & Recreation Master Plan

Project Location: South Miami, FL Project Commencement: 2014 Project Completion: 2015

Owner: City of South Miami

Project Description: KEITH Team member, Wren Ruiz, developed the City of South Miami's first Parks and Recreation Master Plan. The plan entailed a ten-year vision for the City's park and recreation system but utilizing population projects, recreation benchmarks and trends, stakeholder input, public workshops, and analysis for each park's current condition to identify immediate needs and outline a detailed, phased plan for implementing improvements.



Pompano Beach

Project Location: Pompano Beach, FL

Client: City of Pompano Beach

Project Description: The Pompano Beach Boulevard Streetscape project included the redesign of Pompano Beach Boulevard roadways, median and pedestrian pathways adjacent to Pompano Beach, south of the pier to Atlantic Boulevard, including a signature plaza at the end of Atlantic Boulevard, and North to NE 5th Street. Because much of the project was located seaward of the Coastal Construction Control Line, the design required extensive hydrographic and topographic survey in accordance with the requirements of the Florida Department of Transportation Environmental Protection-Division of Beaches and Shores as set forth in Section 62B-33.0081.



Intracoastal Park

Project Location: Sunny Isles Beach, FL

Client: City of Sunny Isles Beach

Project Description: KEITH provided civil engineering design services on this 2.37 acre passive park project located in Sunny Isles Beach, FL. The park consists of two separate land parcels split by Poinciana Drive (City R-O-W), and bounded by Collins Avenue (S.R. A1A) to the east and the Intracoastal Waterway to the west. Park elements include benches, picnic tables, bike racks, concrete walkways, security lighting and an aluminum fence adjacent to the Intracoastal Waterway. The project was completed within a very aggressive timeline for the City to meet certain funding requirements. KEITH is serving as the prime consultant managing a multi-disciplinary team. In-house services include planning, landscape architecture, civil engineering, surveying and traffic engineering services.



Pompano Beach East CRA

Project Location: Pompano Beach, Florida

Project Commencement: 2002 Project Completion: 2016

Client: City of Pompano Beach CRA Dr. Horacio Danovich, PE, CIP Engineer

(954) 786-7834

Horacio.Danovich@copbfl.org

Project Description: KEITH has worked with the Pompano Beach CRA to complete many key projects over the past 16 years. The CRA has ambitious plans for the redevelopment of the area south of the pier from Atlantic Boulevard to NE 5th Street to create a unique beachfront venue. These projects include the Pompano Beach Boulevard Streetscape Improvements including the Beach Plaza, Pompano Beach Park Dune Restoration and the completion of the new Pier Parking Garage. The purpose of these projects is to revitalize and create an oceanfront pedestrian promenade, both vibrant and uniquely branded for local residents and citizens of Pompano Beach.

Pompano Beach Streetscape and Beach Improvements: The CRA wanted to create pedestrianfriendly corridors to dine, shop and enjoy the beach, revitalize the beach community to create connectivity to local businesses and to reconfigure roadways to maximize a buildable footprint. This project was a recipient of a 2013 Award of Honor by Florida ASLA and is the only project recognized by the Urban Land Institute (ULI) as an award finalist that does not include a major building. KEITH provided civil engineering design and surveying services for the redesign of the roadways.



Certified Arborist Services

The KEITH team has in house ISA Certified Arborists who will visit the project to confirm and evaluate the location, size and quality of existing trees on the project site and identify which trees shall be removed or relocated, as well as any remaining trees that will require protection. KEITH can develop a Tree Disposition Plan depicting all existing trees on the project site. This plan will indicate species (scientific and common name), size (DBH, height and canopy spread) and condition according to ISA regional information. Plan will also note which trees are to be removed, which are to be relocated, and which are to remain and be protection throughout construction. KEITH will develop a table including basic tabulations and calculations for tree removal and mitigation as required by local jurisdiction.



Irrigation Design Services

The KEITH team is adept and developing resilient solutions for existing and new irrigation systems. Through assessment of the individual project the team utilizes a balance of latest technology and practicality to develop the best solution for the project while considering ongoing maintenance. The team works through development of the water source, main line layout, zones, head layout/design/ type. In addition to irrigation consideration the team also works to develop Florida friendly landscape designs that minimize the need for excessive watering.

SMALL/MINORITY BUSINESS

To this day, KEITH remains a 100% woman-owned business. We understand the importance of working with and supporting Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBE). Supplier diversity makes for good business practices by providing opportunities for an inclusive procurement environment, recognizing the immense value in Small, Minority, and Women Business Enterprises.

At KEITH, we are grateful for the opportunities that have been provided to our firm by being certified in many programs over the years. Because of these programs, KEITH was able to grow in both size and revenue, allowing us the pleasure to graduate out of the programs and provide the same opportunity to other SBE and M/WBE firms. KEITH previously held SBE and M/WBE Certifications with the following:

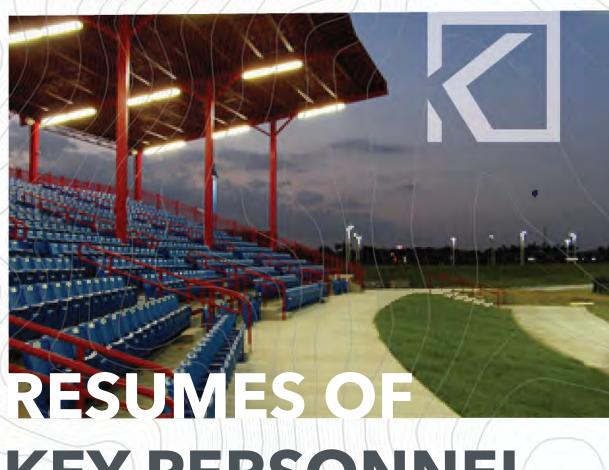
- Broward College
- Broward County Public Schools
- State of Florida
- Broward Health
- Miami-Dade County Public Schools
- Palm Beach County Public Schools
- FDOT
- Palm Beach County
- Broward County/Miami-Dade County

Owner and CEO, Dodie Keith-Lazowick sits on a variety dedicated committees upholding the importance of such efforts. These committees include: the Broward County Economic and Small Business Development Advisory Board and the School **Board of Broward County Minority** and **Diversity Participation Advisory Committee.**

Dodieis also committed to continue supporting and mentoring fellow local SBE M/WBE engineering firms. KEITH has also begun the process of becoming certified with the Women's Business Enterprise National Council (WBENC) and the National Association of Women Business Owners. We look forward to celebrating our national certifications once the process is complete.







KEY PERSONNE

46



PAUL WEINBERG, PLA, ASLA **Executive Vice President**

Mr. Paul Weinberg is a multi-talented designer and team leader who has been based in South Florida since 2000. During this time, he has worked with a variety of significant public and private sector projects including urban parks, hotels, campuses, plazas, mixed-use development, entertainment districts, streetscapes, waterfront and residential projects that provide meaning and

purpose to the community. He has a unique understanding of how to create immersive, authentic and memorable spaces that create place identity to bring vitality to each district. He is committed to a team-based approach that delivers creative, thought-provoking solutions tailored to the distinct character of each project. This collaboration starts with the multi-disciplinary approach at KEITH and builds to include other partners, consultants, and collaborators.



Pompano Beach CRA District Improvements, Pompano Beach, FL: Mr. Weinberg was integral to the planning, urban design and landscape architecture improvements for this redevelopment project that has created a vibrant, beach-side promenade, encouraging citizens to enjoy new recreational and social opportunities. This project has generated millions of dollars of private development based on the improvements made to the increase the aesthetic and function of the public realm.

John Knox Village, Pompano Beach, FL: KEITH is currently working with the advisory board at John Knox Village to develop a comprehensive master plan for the campus. In conjunction with the team we have been responsible for planning efforts, civil engineering and landscape architecture components of the master plan. In addition to the overall rezone/master planning process our team has also been involved with the implementation of a pilot development project that included civil, planning and landscape architecture services. Our team has been successful at looking at the rezoning, master plan development and implementation throughout the project.

Pompano Crossing Business Center, Pompano Beach, FL: Mr. Weinberg and his team were responsible for hardscape, landscape, lighting, grading, signage and irrigation for the site.

Hallandale Fire Station No. 7 and EOC Headquarters, Hallandale Beach, FL: The building program and design for the City's new main fire rescue headquarters and emergency management facility were developed to achieve LEED Silver Certification and include a 25,000 SF, two-story complex with four apparatus bays and living quarters for up to 16 firefighters. In addition to on-duty fire rescue staff, the building will house the City's Fire Prevention Bureau including office space for fire inspectors, plans review and public education. KEITH is providing Civil Engineering, Landscape Architecture and SUE services.

Atlantic Boulevard Streetscape Improvements, Margate, FL: The CRA requested the KEITH Team develop a branded approach to several of the city's ROW and streetscapes. The request includes multiple miles of streetscape, medians, walls, walkways, landscape, lighting, signage and a signature fountain feature. The team worked to create a brand or identity that can be utilized throughout the City in these public realm areas. The signature element for this streetscape initiative is the addition of a roundabout and fountain feature. The CRA requested that a theme of a child fishing along the edge of the canal be utilized for inspiration. KEITH had to work around existing infrastructure items and yet was able to develop a creative approach for the fountain. The result was a combination of water, sculpture, landscape and hardscape to make a statement for the City and CRA of Margate.



Years of Experience

Education B.S. Landscape Architecture, Michigan State University, 2000

Professional Registrations Registered Landscape Architect, State of Florida, #LA6666804 (2005)

Council of Landscape Architecture Registration Boards (CLARB Certified)

Professional Affiliations Urban Land Institute, Member

American Society of Landscape Architects (ASLA), Member

American Resort Development Association (ARDA), Member

Riverwalk Trust, Board Member

MSU Landscape Architecture Advisory Board, Board Member DC Alexander Park Improvements, Fort Lauderdale, FL: The DC Alexander Park is viewed as the "front yard" of the Fort Lauderdale Aquatic Center and occupies a prominent location on Fort Lauderdale Beach. Mr. Weinberg is leading the design, planning and permitting of this improvement project in conjunction with the City's CRA. He is managing a multidisciplinary team to create a legacy project that will serve as an iconic, memorable place.

Heritage Park and Plaza, Destin, FL: Mr. Weinberg served as Principal-In-Charge for this waterfront civic environment project, which provides a window and gateway into the harbor from Destin's main drive. The park design provides a barrier-free access point to the harbor and includes an interactive water feature, iconic lighting and art elements, as well as an elevated stage and overlook.

Fort Lauderdale Beach Streetscape Master Plan, Fort Lauderdale, FL: Mr. Weinberg led a team of designers to develop complete street guidelines for the Beach CRA district including site furniture, pedestrian walkways, transit stops, water taxi stops, signage and roadway cross sections.

City of Fort Lauderdale Tunnel Top Park, Fort Lauderdale, FL: The Riverwalk and Downtown Development Authority of Fort Lauderdale have been studying a number of visionary projects to connect and active the downtown riverfront district corridor. Mr. Weinberg lead the team to the visioning for several key projects including Tunnel Top Park. The project is set to create a stage within the public realm that links the surrounding context together. The Tunnel Top Park will be a mini Klyde Warren Park or High Line for the City and bridge the gap between Laura Ward Plaza, the riverfront and the Las Olas Corridor. Currently the project is being coordinated through the FDOT and is seeking to be implemented through a multi-agency effort.

Destin CRA, Destin, FL: Mr. Weinberg served as Principal-In-Charge for this waterfront civic environment project, which provides a window and gateway into the harbor from Destin's main drive. The park design provides a barrier-free access point to the harbor and includes an interactive water feature, iconic lighting and art elements, and an elevated stage and overlook.

Fort Lauderdale Riverwalk Corridor Study, Fort Lauderdale, FL: Mr. Weinberg served as Principal-In-Charge for the Huizenga Plaza redevelopment in Fort Lauderdale. The project is a catalyst to new development in Fort Lauderdale's civic core and will provide citizens with an attractive public environment for daily use and special events, including the addition of an iconic tunnel top park.

Harbor Isle Marina Village, Sarasota, FL: Mr. Weinberg was responsible for a revitalization project for a marina village site to provide better access, preserve green space and provide new features for a 14-acre site. The team looked at a holistic approach to the core of this entertainment and retail area. The project included a main clubhouse and arrival as well as supporting retail/entertainment. The core to the project was a pedestrian promenade that linked all program elements together.

City of Fort Lauderdale Cemetery Master Plan, Fort Lauderdale, FL: KEITH assisted the City of Fort Lauderdale to develop a master plan for its four (4) cemeteries that range in size from 5 to 50 acres. The charge for the plan was to develop an inventory of the existing facilities, create a strategy to develop additional components and analyze the existing care fund that is in place for preservation. Through working with the cemetery advisory board our team created the master plan and it was unanimously approved. The pilot projects have been identified in the master plan and next steps to implementation are under way.

Fort Lauderdale Aquatics Center, Fort Lauderdale, FL: The Fort Lauderdale Aquatic Center is situated on a man-made pier which extends approximately 600 feet into the Intracoastal Waterway. The City of Fort Lauderdale and its CRA is looking to renovate the facility and ensure it meets aquatic competition requirements. KEITH's tasks include surveying, subsurface utility engineering, planning services, landscape architecture, and civil engineering. The intent of the project is to restore the Aquatic Center to remain as one of the icons of Fort Lauderdale Beach.



Kelli Schueler, PLA, LEED AP Director of Landscape Architecture

Ms. Kelli Schueler is a landscape architect and dedicated project manager who provides planning, design and project management services for a wide variety of project types through all phases of the development process. Her knowledge of the local environment, native species and sustainable best practices is combined with a creative approach that is detail oriented, ensuring

designs are implemented efficiently and precisely. Her skills include project management, team leadership, production management, construction documentation and observation, regulatory approval and LEED documentation and sustainable strategies.

Years of Experience

Education B.S. Landscape Architecture, Oklahoma State University, 2003

Professional Registrations Registered Landscape Architect, State of Texas, #2959 (2014)

Council of Landscape Architecture Registration Boards (CLARB Certified)

Professional Affiliations United States Green **Building Council** (USGBC)

USGBC LEED Accredited Professional

RELEVANT PROJECT EXPERIENCE

Annie Gillis Park, Pompano Beach, FL: A renovation of the existing Annie Gillis Park in Pompano, this project provides a facelift to this open space to create a large Urban Plaza, while maintaining balance with ample green space. The park serves to bring people in through the implementation of a stage area for events, interactive play opportunities, exercise equipment, improved lighting and adequate shading, all of which serve to activate the park on a regular basis and provide a flexible space for multiple uses.

City of Pompano Beach Miscellaneous Civil Engineering Services, Pompano Beach, FL: KEITH has served as the General Engineering Consultant for the City of Pompano Beach for over 16 years on an as needed basis. All services of the firm are utilized including planning, civil engineering, surveying, subsurface utility engineering, and landscape architecture.

Atlantic Boulevard Streetscape Improvements, Margate, FL: The CRA requested the KEITH Team develop a branded approach to several of the city's ROW and streetscapes. The request includes multiple miles of streetscape, medians, walls, walkways, landscape, lighting, signage and a signature fountain feature. The team worked to create a brand or identity that can be utilized throughout the City in these public realm areas. The signature element for this streetscape initiative is the addition of a roundabout and fountain feature. The CRA requested that a theme of a child fishing along the edge of the canal be utilized for inspiration. KEITH had to work around existing infrastructure items and yet was able to develop a creative approach for the fountain. The result was a combination of water, sculpture, landscape and hardscape to make a statement for the City and CRA of Margate.

Plantation Fire Station No. 1, Plantation, FL: KEITH was responsible for the development of the site plan and is currently coordinating with the design architect to develop the Landscape and Civil Engineering for the project. The intention is to utilize xericscape and low maintenance materials that will provide aesthetics, as well as include CPTED principles for safety.

DC Alexander Park Improvements, Fort Lauderdale, FL: The DC Alexander Park is viewed as the "front yard" of the Fort Lauderdale Aquatic Center and occupies a prominent location on Fort Lauderdale Beach. Ms. Schueler is managing and coordinating the design of this improvement project.

Levitt Pavilion and Esplanade Park, Fort Lauderdale, FL: I worked with a team to develop a design for a new concert venue and pavilion in Downtown Fort Lauderdale at the Esplanade Park. The design embraces local heritage of Native American culture and celebrates the river location while providing a state-of-the-art park and concert facility for the public. The project serves as a catalyst to new development in Fort Lauderdale's civic core and will provide citizens with an attractive public environment for daily use and special events.

The Adderly, Fort Lauderdale, FL: KEITH is providing a full scope of services to include for this condominium project consisting of 455 rental units, 13,800 sf of retail and a 4,000 sf restaurant. KEITH is providing civil engineering, surveying, SUE, planning, traffic engineering, landscape architecture and construction management services to develop a parcel of land located at the intersection of Sistrunk Boulevard and NW 7th Avenue – otherwise known as Avenue of the Arts. The project is envisioned to be a 6 story mixed use project with residential, commercial and structured parking. The project intends to place a heavy focus on the design of the public realm areas and include art as a theme throughout.

Fort Lauderdale Aquatics Center, Fort Lauderdale, FL: The Fort Lauderdale Aquatic Center is situated on a man-made pier which extends approximately 600 feet into the Intracoastal Waterway. The City of Fort Lauderdale and its CRA is looking to renovate the facility and ensure it meets aquatic competition requirements. KEITH's tasks include surveying, subsurface utility engineering, planning services, landscape architecture, and civil engineering. The intent of the project is to restore the Aquatic Center to remain as one of the icons of Fort Lauderdale Beach.

Fast Forward Fort Lauderdale Design and Construction Manual, Fort Lauderdale, FL: KEITH is working with renowned architecture firm Brooks + Scarpa to develop a design and construction manual that would facilitate a sustainable and resilient community, as well as a cohesive public realm that could potentially impact every facet of infrastructure and design within the city.

Riverwalk Tower, Tampa, FL: An on-going project, Ms. Schueler has worked with the design team from the initial design phase, through design development, regulatory approval and now into the development of construction drawings for this project. This mixed use tower fronts the Hillsborough River in Tampa, and includes a Waterfront Plaza, Retail, and Streetscape component in addition to multiple Amenity Decks for residential use.

Public Storage, City of Pompano Beach, FL: KEITH provided comprehensive Planning, Civil Engineering and Landscape Architecture services for the construction of a three-story, 150,000 square foot self-storage facility at an existing Public Storage site. Scope of work included easement vacations and recording, site plan processing, paving, grading and drainage, water and sewer, pavement marking and signage, landscape, construction inspections and certification.

PIXL, Plantation, FL: The PIXL project is part of the overall +/- 25 Acre mixed-use development that includes +/- 150 townhomes, 330 multi-family units and 50,000-SF of Retail and Office space. The project seeks to change the precedent for the City of Plantation to create a more modern look/feel for a project. KEITH is responsible for Survey, Planning, Civil Engineering and Landscape Architecture. Our team worked with the INVESCA group to advance the overall concept and theme for the project. KEITH was responsible for the design of the amenity areas, pedestrian realm, vehicular circulation, site infrastructure and drainage. KEITH was also responsible for coordinating the entitlement process with the team.

Granite Hotel, Fort Lauderdale, FL: A boutique hotel and mixed-use development located on A1A directly adjacent to DC Alexander Park in Fort Lauderdale. This project is a multi-story high rise development with a blend of indoor / outdoor spaces that comingle with the public realm. The project is designed to engage the beach, as well as the adjacent park / green space. The location sets itself up for both views and a potential future connection to the Intercoastal and Swimming Hall of Fame to the West and is designed keeping this in mind. I am managing and coordinating the design and ongoing development of this project.

2nd Street District, Austin, Texas: Ms. Schueler worked on a variety of projects with Austin's 2nd Street District. These projects included working closely with the city and Austin's Great Streets Master Plan to help improve the quality of downtown streets and sidewalks, the goal being to help transform public right-of-ways into great public spaces. Design components throughout this district follow Complete Street principles and include wide sidewalks, sidewalk cafes, transit stops, street furnishings, tree canopy, bicycle parking and travel lanes.



MICHAEL PHILLIPS, PLA, ASLA, ISA Certified Arborist Senior Landscape Architect

Mr. Michael Phillips has over 32 years of experience in the field of Landscape Architecture. Since 1986, Mr. Phillips has conceptualized, hand sketched and CAD drafted construction documents in the public and private sector. He has been involved with projects ranging from schematic design through final completion, including plant selection, field inspections and project certification.

He has produced landscape architecture construction documents that encompass tree survey and tree disposition plans, hardscape layouts and details, grading plans, planting plans, lighting plans and irrigation plans. Additionally, he is well versed in LEED requirements, 'Florida Friendly Landscaping' guidelines, Green Book Standards and FDOT design standards and indexes. In addition to design and overall project management, Mr. Phillips plays a critical role as the QA/QC officer for the Landscape Architecture department. In conjunction with the deliverables schedule, he develops QA/QC milestones that aid in keeping the project on schedule, while ensuring the plans are compliant with all applicable codes, ordinances and Indexes. Additionally, his input is key in site inventory and analysis, coordinating with our Survey Department to establish the location and species of trees and appraising the dollar value of such trees, which is paramount in the process of developing tree disposition plans followed by landscape plans that preserve existing trees and vegetation.



Annie Adderly Gillis Park, Pompano Beach, FL: KEITH is providing civil engineering and landscape architecture services for the renovation of the existing Annie Adderly Gillis Park. This project will provide a facelift to this open space to create a large Urban Plaza while maintaining balance with ample green space. The park will serve to bring people in through the implementation of a stage area for events, interactive play opportunities, exercise equipment, improved lighting and adequate shading.

Charlotte Burrie Civic Center, Pompano Beach, FL: As a subconsultant to Synalovski Romanik Saye, KEITH is currently providing civil engineering, permitting, construction administration and coordination and landscape architecture services for the 8,712-SF Charlotte J. Burrie Community/Civic Center location in Pompano Beach. The Center is designed with multipurpose meeting spaces for civic, social, and recreational activities, easy pedestrian access with ADA compliance, porte cochere entrance for inclement weather protection, and 48 vehicular and 20 bicycle parking spots. Interior floor plans feature reception area and administrative offices; small conference room; assembly spaces for classes or meetings; large multipurpose room to offer table seating for 125, or theater style seating for 250, as well as a performance stage; and a warming kitchen, restrooms, and storage areas.

North Regional Wastewater Treatment Plant (NRWWTP) Septage Receiving Facility Updating Pompano Beach, FL: Broward County Water and Wastewater Services required improvements for a Septage Receiving Facility as part of the Broward County Water and Wastewater Services Capital Improvements Program. Improvements are required to meet changes in space usage over the life of the complex consisting of new booster pumps, new backup power generator, new truck clean-out station, new building, and re-purpose the existing building aimed at decreasing costs. As a subconsultant to CDM Smith, KEITH provided Subsurface Utility Engineering (SUE), surveying, civil engineering, and landscape architectural services.

City of Pompano Beach Miscellaneous Civil Engineering Services, Pompano Beach, FL: KEITH has served as the General Engineering Consultant for the City of Pompano Beach for over 17 years on an as needed basis. All services of the firm are utilized including planning, civil engineering, surveying, subsurface utility engineering, and landscape architecture.



Years of Experience 32

Education B.S. Interior Design, Florida State University. 1985

Professional Registrations Registered Landscape Architect, State of Florida, #LA0001540 (1995)

ISA Certified Arborist #FL

Professional Affiliations American Society of Landscape Architects (ASLA), Member

United States Green Building Council - South Florida

MICHAEL PHILLIPS, PLA, ASLA, ISA Certified Arborist

Page 2

Fire Station 7 and Emergency Management Facility, Hallandale Beach, FL: The building program and design for the City's new main fire rescue headquarters and emergency management facility were developed to achieve LEED Silver Certification and include a 25,000 SF, two-story complex with four apparatus bays and living quarters for up to 16 firefighters. In addition to on-duty fire rescue staff, the building will house the City's Fire Prevention Bureau including office space for fire inspectors, plans review and public education. KEITH is providing Civil Engineering, Landscape Architecture and SUE services.

City of Pompano Beach HUD Loan Assistance, Pompano Beach, FL: Keith's Landscape Architecture Department in conjunction with Civil Engineering assisted the City of Pompano Beach in securing HUD Loans for potential Improvements of the Neighborhood such as signature elements at key Intersections, and enhanced parallel parking with landscape islands to provide more parking for future commercial areas as envisioned by the Downtown Connectivity Plan. KEITH is continuously serving the City of Pompano Beach with supporting graphics, construction documentation and project administration to continue serving with the City's numerous construction projects.

City of Pompano Beach CRA ALI Cultural Center Landscape/Hardscape Design, Pompano Beach, FL: KEITH, as subconsultant to DK Architects, provided Civil Engineering and Landscape Architecture services for this historic cultural center. The Landscape Department did full site analysis and evaluation to prepare tree disposition plans showing tree preservation and tree removal. Landscape and hardscape plans for the outdoor amenities were prepared. Trees in some islands were placed in tree grates to allow for pedestrian corridors through the parking lot. The property has exterior plazas for events and exterior pedestrian corridors to connect the neighborhood with the commercial area on MLK Boulevard.

City Vista, Pompano Beach, FL: City Vista is a mixed use/mixed-income multifamily development consisting of residential, retail and office buildings, parking lot and a pedestrian plaza. The primary 7-story building on Hammondville Road/Martin Luther King Boulevard has the majority of the residential units above the ground floor non-residential commercial area, in addition to 5- and 6-story buildings along NW 4th and 6th Avenues. The overall development consists of 111 dwelling units and approximately 7,500 SF of retail and office and supports the Northwest CRA's redevelopment efforts. KEITH prepared the site plan, including processing and recording a Plat Note Amendment through the City and Broward County. The firm is also performing complete surveying, engineering design, landscape and irrigation, utility coordination, permitting, construction administration and certification services.

SE 9th Avenue Bridge Replacement/Culvert Rehabilitation, Pompano Beach, FL: KEITH served as the project landscape architect performing site analysis and inventory assisting our survey department identifying tree species along the half mile between the culvert and the bridge on SE 9th Avenue in the City of Pompano Beach. KEITH was also responsible for elaborating the streetscape concept and landscape plans to present to the City of Pompano, as well as the irrigation design that included drip irrigation to the planters with palms on the bridge and irrigation for the trees and sod along the roadway.

Hallandale Fire Station No. 7 and EOC Headquarters, Hallandale Beach, FL: The City's new main fire rescue headquarters and emergency management facility were developed to achieve LEED Silver Certification and includes a 25,000-SF, two-story complex with four apparatus bays and living quarters for up to 16 firefighters. In addition to on-duty fire rescue staff, the building will house the City's Fire Prevention Bureau including office space for fire inspectors, plans review and public education. KEITH provided civil engineering, landscape architecture and SUE services.

John Knox Village Health Center, Pompano Beach, FL: The John Knox Village Health Center is a seven story "Green House" skilled nursing facility. The state of the art center is one of Florida's first of its kind. It is located on their 65 acre campus in Pompano Beach and can house a total of 144 residents in the building. KEITH provided planning, surveying, civil engineering, landscape architecture, construction administration and SUE services. KEITH was responsible for processing the site plan, civil design, and processing construction permits.



WREN RUIZ. RLA Registered Landscape Architect

Wren has over 6 years of experience in Landscape Architecture and Urban Planning. Wren provides planning and design services for a wide variety of both public and private project through all phases of the development process. With a Masters of Landscape Architecture from the University of Florida, they has gained a comprehensive knowledge combining art, science and technolgy

to propose meaningful and thoughtful change to the built and natural environments. As a lifelong South Florida resident, Wren understands native species and implements sustainable best practices in their creative design approaches. Wren is also a valued member of the City of Oakland Park Arts & Culture Board in an advisory capacity regarding matters pertaining to art and culture programs, including the development of art and culture programs and events for the City.

RELEVANT PROJECT EXPERIENCE

City of Pompano Beach GO Bond Parks Improvements Projects, Pompano Beach, FL: The KEITH Team was recently awarded prime consultant contracts for three Pompano Beach General Obligation Bond Park redevelopment projects: North Pompano Park, Youth Sports Complex, and Centennial Park. The design phase for these projects is currently underway, and includes surveying, subsurface utility engineering, civil engineering, traffic / transportation engineering, landscape architecture, and planning. All three projects have also incorporated significant public outreach processes.

City of Plantation Parks and Recreation Master Plan, Plantation, FL: Wren led the design team to develop the City of Plantation Parks and Recreation Master Plan in 2018. Wren was responsible for establishing goals and objectives of the City, providing a demographic profile of all park users researching, evaluating existing conditions and inventory of the parks, facilities, providing recommendations and developing a draft and final master plan for City approval.

City of Oakland Park Master Plan Update, Oakland Park, FL: Wren was a part of the landscape architecture team in charge of developing the Parks and Recreation Master Plan Update. Wren was responsible for researching, writing, designing, and coordinating the comprehensive master plan update, as well as holding public workshops and charettes.

DC Alexander Park Improvements, Fort Lauderdale, FL: The DC Alexander Park is viewed as the "front yard" of the Fort Lauderdale Aquatic Center and occupies a prominent location on Fort Lauderdale Beach. They are assisting in the design, planning and permitting of this improvement project in conjunction with the City's CRA. She is working with a multi-disciplinary team to create a legacy project that will serve as an iconic, memorable place.

Boca Raton Red Reef Park Master Plan, Boca Raton, FL: Wren was a part of the Landscape Architecture team in charge of developing the Greater Boca Raton Beach and Park District's park master plan. Wren was responsible for researching, writing, designing, and coordinating the comprehensive master plan update, hosting public workshops and charettes, developing a comprehensive planning approach, evaluating existing conditions, and assessment of needs to provide a framework for recommendations and prioritization strategies.

City of South Miami Master Plan, South Miami, FL: Wren led the design team for the City's first comprehensive parks and recreation master plan. Wren was in charge of researching, writing, designing, and coordinating the comprehensive master plan update, as well as holding public workshops and charettes.

City of Miramar Development Review Committee, FL: Wren was a part of the City of Miramar Parks and Recreation DRC, completing a technical review of proposed developments and providing written comments for applicants.



Years of Experience

Education Master of Landscape Architecture, University of Florida, May 2012

Bachelor of Arts, English, University of South Florida. May 2008

> Professional Registrations Registered Landscape Architect - Florida, LA6667346

City of Oakland Park **Arts & Culture Board** Member 2017-present

WREN RUIZ, RLA Page 2

Carolina Creek Christian Master Plan, Riverside, TX: The Project consists of approximately 475 acres of mostly undeveloped natural land that is adjacent to the Sam Houston Park Preserve and connects directly to the Trinity River watershed. The camp currently consists of three different themed camp areas with multiple lodging, dining and recreational components. The Master Plan will seek to identify long term potential development and preservations needs will also seeking to accommodate current development initiatives.

Isle Casino, Pompano Beach, FL: KEITH is currently working with the Cordish and El Dorado Resort companies to develop a campus wide master plan for the nearly 250 acre campus. Partnering with Elkus Manfredi architects KEITH is responsible for comprehensive planning documents, rezoning, traffic analysis, agency coordination, civil engineering and stakeholder/public engagement. The plan will be transformative to the campus as well as the overall neighborhood.

FDOT D 6 In-House Landscape Architect Consultant, Miami, FL: Wren acted as the in-house Landscape Architect for FDOT District 6, directly assisting the District Landscape Architect. They was responsible for managing stand-alone landscape projects, push-button landscape projects, and landscape beautification grant applications and projects. Wren provided guidance to design consultants and District staff on FDOT standards and manuals, the phase submittal process and ERC, design criteria, bulletins and memos, policies, and legislation per the Florida Administrative Code and/or Florida Statutes related to landscape. Wren reviewed plans, cost estimates, and contracts related to landscape, hardscape, irrigation, soils, arboriculture, and/or habitats to design consultants or District staff.

7-11 Stores, Broward, Palm Beach and Miami-Dade County, FL: KEITH serves as a full service development partner with Creighton Construction and Development, providing a full suite of in-house services including civil engineering, surveying, subsurface utility engineering, due diligence, planning, landscape architecture, traffic engineering for 7-Eleven. KEITH has worked on over 50 (fifty) 7-Eleven properties across in Miami-Dade, Broward and Palm Beach County.



MISAGH HOSSEINZADEH

3D Visualization and Landscape Designer

Mr. Misagh Hosseinzadeh is a landscape designer who provides planning and design services for a wide variety of project types through all phases of the development process, including 3D visualizations. Due to his background in architectural engineering and advanced education in landscape architectural program at University of Arizona, he has comprehensive understanding of built

and natural environment. As an 3D specialist and landscape designer, he continues to develop his knowledge and skills in BIM environment to make sure every aspect of design works perfectly with other components. His knowledge of the local environment, native species and sustainable best practices is combined with a creative approach that is detail oriented, ensuring designs are implemented efficiently and precisely.



Years of Experience

Education M.S., Landscape Architecture, University of Arizona, Tucson, AZ

> B.S., Architectural Engineering, Azad University, Iran 2009

RELEVANT PROJECT EXPERIENCE

DC Alexander Park Improvements, Fort Lauderdale, FL: The DC Alexander Park is viewed as the "front yard" of the Fort Lauderdale Aquatic Center and occupies a prominent location on Fort Lauderdale Beach. Mr. Hosseiznadeh is on the design, planning and permitting of this improvement project in conjunction with the City's CRA. He is working on a multi-disciplinary team to create a legacy project that will serve as an iconic, memorable place.

Anne Gillis Park, Pompano Beach, FL: KEITH is providing civil engineering and and landscape architecture services for the renovation of the existing Annie Adderly Gillis Park. This project will provide a facelift to this open space to create a large Urban Plaza while maintaining balance with ample green space. The park will serve to bring people in through the implementation of a stage area for events, interactive play opportunities, exercise equipment, improved lighting and adequate shading.

Isle Casino, Pompano Beach, FL: Mr. Hosseinzadeh working with the Cordish and El Dorado Resort companies to develop a campus wide master plan for the nearly 250 acre campus. Partnering with Elkus Manfredi architects KEITH is responsible for comprehensive planning documents, rezoning, traffic analysis, agency coordination, civil engineering and stakeholder/public engagement. The plan will be transformative to the campus as well as the overall neighborhood.

808 SE 4th Street Design, Fort Lauderdale, FL: KEITH is currently providing site and civil work for this medium size (77 Units, 15 Stories) residential development with a rear terrace, midlevel pool deck, and upper level community gathering/dog park right on the Fort Lauderdale New River. KEITH is currently creating the conceptual design with the focusing on art, inside/ out connectivity to enhance the user experience with the space. Mr. Hosseinzadeh is currently producing the traffic study and drafting the 3D illustrated designs and documents.

Winfield Boulevard Traffic Calming and Streetscape Improvements, Margate, FL: KEITH is providing traffic calming measures and streetscape improvements for the corridor of Winfield Boulevard from SR-7 to NW 64th Terrace. Approximately 3,000 LF of local roadway. Scope entails providing schematic drawings of existing conditions, concept drawings including three alternatives considering potential lane width modifications, landscaping, potential pavement enhancements, lighting, introduction of round-abouts and other improvements aimed at traffic calming, cost estimates, Design, Permitting and Construction Documents, project coordination and community workshops.

Bayshore Beach Hotel, Fort Lauderdale, FL: KEITH is currently providing landscape design and site planning services on this mixed-use development in Fort Lauderdale with retail ground floor, parking garage and residential units on top. The focus on this project is to create multi-level connectivity due to the site topography and designing different pocket size shaded seating areas along the site to great opportunity for user interaction and have constant active zones along the site.

Braun Residence, Fort Lauderdale, FL: KEITH provided landscape design services to this private, exclusive, single-family development in Fort Lauderdale with several amenity spaces, yacht/boat docking opportunities. The project created a contemporary space within a lush, tropical environment. Mr. Hosseiznadeh assisted with designing the exterior landscape and created a 3D illustrative site plan and package for presentation to the architect and client.

PIXL Development, Plantation, FL: KEITH provided civil engineering, planning, landscape and surveying services for this community/residential development in the Plantation, Florida area. This complex includes mixed-use of retail, office, residential zones with several outdoor amenity spaces like pools, gardens, playgrounds and on street café seating. Misagh developed conceptual designs for this property.

Plantation Fire Station No 1 Replacement, Plantation, FL: KEITH provided survey and subsurface utility engineering services for the replacement of the City of Plantation's oldest fire station, no. 1. The existing single-story station will be demolished and replaced with a new, state-of-the-art two-story fire station.

Fort Lauderdale Cemetery Master Plan, Fort Lauderdale, FL: KEITH assisted the City of Fort Lauderdale to develop a master plan for its four (4) cemeteries that range in size from 5 to 50 acres. The charge for the plan was to develop an inventory of the existing facilities, create a strategy to develop additional components and analyze the existing care fund that is in place for preservation. Through working with the cemetery advisory board our team created the master plan and it was unanimously approved. The pilot projects have been identified in the master plan and next steps to implementation are under way.

The Adderly, Fort Lauderdale, FI: KEITH is providing a full scope of services to include for this condominium project consisting of 455 rental units, 13,800 sf of retail and a 4,000 sf restaurant. KEITH is providing civil engineering, surveying, SUE, planning, traffic engineering, landscape architecture and construction management services to develop a parcel of land located at the intersection of Sistrunk Boulevard and NW 7th Avenue - otherwise known as Avenue of the Arts. The project is envisioned to be a 6 story mixed use project with residential, commercial and structured parking. The project intends to place a heavy focus on the design of the public realm areas and include art as a theme throughout.

Granite Hotel, Fort Lauderdale, FI: A boutique hotel and mixed-use development located on A1A directly adjacent to DC Alexander Park in Fort Lauderdale. This project is a multi-story high rise development with a blend of indoor /outdoor spaces that co-mingle with the public realm. The project is designed to engage the beach, as well as the adjacent park / green space. The location sets itself up for both views and a potential future connection to the Intercoastal and Swimming Hall of Fame to the West and is designed keeping this in mind.

Galleria Mall Expansion, Fort Lauderdale, FL: KEITH provided professional services associated with the multiuse redevelopment of the Galleria Mall in Fort Lauderdale. The proposed development is to add approximately 12,500 residential units and two hotels with total room keys of 350. The Project area includes the Galleria Property and the adjacent roadways. The Galleria Mall Property, within the City of Fort Lauderdale, Broward County, Florida, contains approximately 35.45 acres. This acreage includes the adjacent right of way. The Site Plan improvements included Public Roadway improvements for Middle River Drive, NE 9th St., Bayview Drive, NE 26th Av and Sunrise Boulevard adjacent to the Galleria Redevelopment. The proposed layout for these streets is being coordinated with the Client's other consultants (Traffic Engineers & Land Planners). A site plan was developed conforming to the City of Fort Lauderdale's "Complete Streets" concept for a walkable / bikeable, pedestrian friendly, roadway system. KEITH prepared preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans included Paving, Grading and Drainage; Water and Sanitary Sewer System adjustments and services. The preliminary engineering plan included all available existing utility information collected from various sources.



CHRISTOPHER PHILLIPS, PLA, ASLA Senior Landscape Architect

Motivated by thoughtfully planned and meticulously crafted outdoor environments, Chris is drawn to the intersection where form, function, and nature seamlessly act as one. Inspired by contemporary styling, he subscribes to a 'less is more' philosophy producing artful projects that not only make a statement, but once implemented, settle into place, take root, and thrive. He

cognitively embraces the essence of a place and uses that ability to develop site details that contribute to a cohesive design. Creating spaces that are harmonious with the environment, Chris integrates architectural elements, grading, hardscape, planting, and lighting resulting in functional, dynamic, and balanced spaces that connect the world of nature with man-made elements and human need.

Years of Experience

Education Bachelor's of Landscape Architecture, University of Arkansas, 2011

Professional Registrations Registered Landscape Architect, State of Florida, #LA6667361 (2017)

Council of Landscape Architecture Registration Boards (CLARB Certified)

Professional Affiliations American Society of Landscape Architects (ASLA), Member

U of A Fay Jones School of Architetcure Professional Advisory Board, Board Member 2013-2016

RELEVANT PROJECT EXPERIENCE

Peter Bluesten Park, Hallandale Beach, FL: This iconic 13.5 acre, \$31.5 million Sports Park is set to become the crown jewel of parks in Hallandale Beach with a new YMCA building, competition pool, splash pad, multi-use field, band-shell, racquetball, basketball courts, baseball, softball, littleleague, and multi-use fields. Following award of bid Chris became responsible for construction administration and observation in coordination with the civil engineer and architect of record. Construction was completed September of 2019.

Veteran's Memorial Park, Sunrise, FL: In a series of new or renovated passive parks in the city of Sunrise, Veteran's Memorial Park stands resolute in distinction. Anchoring the park at its center is a large hand carved Pennsylvania granite monument. Circulating the park are companion monuments, one for each branch of the U.S. Military. In addition, there is an iconic 14,000 square foot playground and plans to expand the park with an obstacle course similar to those used in military training. Following concept design and project bidding, Chris became responsible for construction administration and observation. Construction is ongoing and set to be completed late 2019 or early 2020.

W Hotel Fort Lauderdale, Fort Lauderdale, FL: Follwoing Related Groups aguistion of the property with the desire to elevate the property the colloaborative design team prepared concept design through construction administration for an extensive remodeling of the oceanside getaway focused on exterior amenity experiences. As lead designer on the exterior, Chris created a design aesthetic that elevated outdoor dining experience with covered pavilions, a densely landscaped tropical arrival, rich finishes, and overall landscape enhancements that extend the interior's tropicalmaritime theme into the public realm.

JW Marriott & Marriott Waterisde , Tampa, FL: As a part of Stragetic Property Partners vision for the Water Street Tampa Masterplan, JW Marriott was to be the first constructed example as a high end conference hotel. Accompanying it, the Marrriot Waterside would go under renovation across the street. Combined these hotels would anchor the 10+ year build out of the overall vision that is 'Water Street Tampa'. Chris coordinated on both projects from Concept to Construction Documents according to Reed Hilderbrands streetscape palette to design meaningful arrivals, fountains, pools and exterior terraces.

Williamsburg Inn, Colonial Williamsburg, VA: Listed on the National Registry of Historic places the Williamsburg Inn originally developed by John D. Rockefeller Jr. in 1937 went under a multiphased renovation in the spring of 2016. Understanding the local historic context, styles and material finishes the design team was tasked with elevating the revenue streams of the hotel. A highly photographic entrance was re-imagined with a reflecting pool and elegant bluestone

CHRIS PHILLIPS, PLA, ASLA

terraces with event lawns were added to overlook the iconic Golden Horseshoe golf course in order to fully capitalize on potential events such as weddings or other receptions. Chris lead the conceptual design, architectural review & construction documentation, as well as the construction observation full to completion in a span of 6 months at budget.

Baha Mar Resort, Nassau, Bahamas: As the largest integrated resort in the Caribbean, the 1,000 acre, \$3.4 billion destination has a collection of branded hotels, casino, retail village, restaurants, entertainment venues, 20-acre pool area, animal exhibits, spa, and 18-hole golf course. Chris was heavily involved in the construction documentation and administration of the iconic branded pools and interactive sea life amenities.

Opal Sands, Clearwater Beach, Florida: The 16-story tower with podium has multiple amenities including a resort style pool, restaurant, spa, wedding terrace, and beach themed bar. The design also included the perimeter streetscape, landscape massing, the arrival plaza, pedestrian circulation, pavement surfaces as well as integration of the podium into the streel level design with a dynamic water feature. Following conceptual design Chris organized the production of construction documents, material selections, detailing, and construction administration.

Diplomat Golf & Tennis Club, Hallandale Beach, Florida: Initial plans in 2015 included renovating/rerouting an underutilized golf course, marina, renovations to a 60 room hotel, updated tennis center, new clubhouse, and add four condominium towers to the 127 acre property. Chris assisted the document preparation for the the exterior landscape, hardscape and site calculation documents through the Development Review Committee and city of Hallandale Beach City Commission for rezoning and development entitlements.

Seminole Hard Rock Hotel & Casino, Hollywood, Florida: As part of a \$1.8 billion expansion, the redefined guest experience blends new construction with existing character elements. The design utilizes traditional Seminole building materials and guest sensitive orientation to retain a cohesive aesthetic. As team member, Chris assisted in initial design schemes for the refreshed pool environment, and outdoor lagoon oasis.

Sugar Cane Resort, Salem, Jamaica: Chris prepared a conceptual master plan 98-hectare parcel that includes ten hotels and amenities, an entertainment center, commercial village, and recreation activities. As project manager, Chris ensured environmental regulatory requirements and cost considerations were met when designing the conceptual master plan. As a catalyst to kick off the project, Chris developed construction documents for a dramatic site entrance that signified the arrival of Karisma Resorts in Jamaica.



LUCIE WEISS Lead Designer

Ms. Lucie Weiss has over 20 years of architectural illustration experience with various media and digital 3D modeling. Ms. Weiss also has more than 10 years of resort design, high end community planning and master planning experience across the globe involving site visits and coordination meetings across the US, UAE, China and the Caribbean. She is committed

to a team-based approach that delivers creative, cutting-edge solutions tailored to the needs of each project. Her leadership, creativity and artistic talents have been recognized with multiple project awards and recognition. Ms. Weiss expertly works with multiple software including AutoCad, Illustrator, InDesign, Photoshop, SketchUp and Microsoft products.

RELEVANT PROJECT EXPERIENCE

Atlantic Boulevard Streetscape Improvements, Margate, FL: The CRA requested the KEITH Team develop a branded approach to several of the city's ROW and streetscapes. The request includes multiple miles of streetscape, medians, walls, walkways, landscape, lighting, signage and a signature fountain feature. The team worked to create a brand or identity that can be utilized throughout the City in these public realm areas. The signature element for this streetscape initiative is the addition of a roundabout and fountain feature. The CRA requested that a theme of a child fishing along the edge of the canal be utilized for inspiration. KEITH had to work around existing infrastructure items and yet was able to develop a creative approach for the fountain. The result was a combination of water, sculpture, landscape and hardscape to make a statement for the City and CRA of Margate.

Bayshore Hotel, Fort Lauderdale, FI: Ms. Weiss is currently providing design and illustration services associated with landscape architecture and site planning to address the development of this 1.5 acre hotel property with commercial/retail components located one block from Las Olas Beach. Ms. Weiss is currently developing the conceptual site plan, hardscape plan with fine grading and supporting 3D renderings as part of the conceptual submittal.

Pixl Condominiums - Plantation, FI: Ms. Weiss is currently providing design and illustration services associated with survey, planning, landscape architecture and civil engineering for this multistory residential project in Plantation, Florida. Ms. Weiss is currently developing the conceptual site plan and supporting material as part of the conceptual submittal for arrival sequence and three activity zones for Pixl residents.

Multiple 3D Modeling Services and Architectural Illustrations - Multiple Projects, Coral Springs, FI: Ms. Weiss was the lead designer in creating 3D modeling services and architectural illustrations for globally renowned architectural, landscape architectural and other services for various firms in the United States, United States of Emirates and the Bahamas.

Al Ain Wildlife Park & Resort Master Planning, Design and Construction Administration Services - Al Ain, United Arab Emirates: Ms. Weiss was part of the leading team of multidisciplinary group of consultants in creating the vision for the Al Ain Wildlife Park & Resort to become a world class leisure, learning and living destination by developing an integrated, commercially and environmentally sustainable, "deserts of the world", safaris, resort and residential community. Inspired by conservation and environmental stewardship, the Al Ain Wildlife Park & Resort was slated to include a mix of resort, residential, commercial, retail, educational and entertainment elements all surrounded by the natural beauty of Al Ain and the created desert landscapes of Arabia, Africa, and Asia. Ms. Weiss was actively involved in the



Years of Experience 20

Education B.S. Landscape Architecture, University of Wisconsin, 2006, Cum Laude

B.S. Architecture and Civil Engineering, University of Brno, Brno, Czech Republic, 2000

Awards CLARB's Wayne Grace National Design Competition Winner

ASLA Student Chapter Award of Merit planning and design process for the conceptual, schematic and design development phases. Ms. Weiss participated in numerous site visits to promote accuracy of the overall design.

St. Regis Bahia Beach Resort & Golf Club Master Planning, Design and Construction Administration Services - Rio Grande, Puerto Rico: Ms. Weiss was part of the leading team that provided schematic design, design development, construction documents and construction administrative services for all residential components, golf clubhouse, hotel, town center, beach club and all-inclusive onsite amenities. Ms. Weiss the designer of the construction details and documents for the hotel and spa, and was actively involved in the planning and design process throughout the project. The St. Regis Bahia Beach Resort is a five star resort nestled in Puerto Rico including 139 suites, a luxury spa, beachfront pool and village center with retail, restaurants and conference facilities as well as an 18-hole Robert Trent Jones, Jr. golf course. The overall development of the project focused on the richness of the site's natural attributes, connectivity, and preservation. Designed to integrate with nature, this vacation destination wass designated a Certified Gold Audubon International Signature Sanctuary acknowledging the efforts of foresting its property, using recycled materials in construction and protecting natural species and trees.

Crosswaters Ecolodge Conceptual Design - Nankun Mountain National Forest Park, Huizhou, China: Ms. Weiss was part of the design team which provided full services from conceptual design to construction documents for this Ecolodge hotel property. Developed as the first ecotourism destination in China, Crosswaters served as an exemplary study in environmental, social, economic, and spiritual consciousness resulting in a harmonious integration with the local culture and natural surroundings. The 50-room Crosswaters Ecolodge ingeniously employed feng shui principles with virtually all elements from its stunning bridge and covered walkways to the lodge building roofs being from refurbished, recycled or reused local materials such as bamboo, local earth, clay, river stone, marble and regional flora. The site plan included a nature activity center, recreation center, conference center, wellness center, trails and several gardens including a bamboo botanical garden, lotus garden, garden of cultivation and bamboo sculpture garden. This project was recognized with the Award of Honor from ASLA in 2010 for General Design and in 2006 for Analysis and Planning.

Gilgamesh Island Master Planning - Manama, Bahrain: Ms. Weiss was part of the design team responsible for the master planning and design services for this future major tourist destination located in Manama, Bahrain. This project of incredible proportions included bold architectural grace, Fort Island-Citadel character, mixed uses and overall high-quality elements. Gilgamesh Island will become an icon known throughout the Gulf Region and the world and will come to embody the prosperity and culture of the Kingdom of Bahrain. The development of Gilgamesh Island consisted of a low rise resort style community including a world class marina, high-end souk, artisan village, first class residential, luxury serviced apartments, business and technology center, conference facilities, exclusive five star hotel and the jewel of the project and a six star boutique hotel.

Master Planning and General Organization - Khedive's Cairo, Cairo, Egypt: Ms. Weiss was part of the design team that performed an in-depth analysis of the area identifying important opportunities for urban renewal. Design proposals included tunneling major vehicular routes, improving the streetscape, strengthening pedestrian connections and creating outdoor entertainment destinations for visitors and residents. The 'Revitalization and Upgrading of the Central Zone of Khedive's Cairo' was an invitation-only international design competition with a goal to generate design solutions that would stimulate tourism, encourage urban revitalization and transform the downtown zone into a more pedestrian-friendly environment. In order to promote more international visitors to Khedive's Cairo, the design team focused on developing strategies to improve both vehicular and pedestrian circulation in the area. Extensive vehicular regulations were proposed to help alleviate traffic congestion, while pedestrian-only areas were designated to encourage the creation of car-free environments.



Sarah Rosen, FCLT, LIAF Landscape Designer

Ms. Sarah Rosen has over 7 years of experience in the Horticulture Industry. As a Horticulture Specialist, she has mastered the art of managing, designing, and installing various styles of landscapes. Her experiences as an Operations Manager led her to supervise a team of employees in landscape design, proper planting techniques and the importance

of maintaining Florida-friendly landscapes. Through her hands-on experience, she gained a comprehensive knowledge of tree and shrub species as well as soil types and climate conditions. In addition to her managerial experience, she designed and maintained a variety of garden beds and gained public appreciation by educating the community on the biodiversity of plants and their relationship with the environment. As an employee at KEITH, she continues to develop her passion in all aspects of landscape architecture, including the development of landscape design, site analysis, tree analysis, and irrigation plans.

RELEVANT PROJECT EXPERIENCE

FDOT District 4 - State Road 80 at Forest Hill Boulevard, Palm Beach County, FL: As a subconsultant to Inwood Engineers, KEITH is providing Landscape Architecture and ISA Certified Arborist services for Financial project #436307-1-32-01. The project entails new planting and irrigation plan to screen properties impacted by removal of the existing buffer along the North side of SR 80 impacted by the road widening. The work included site visits to analyze existing conditions to determine extent of impacts, development of a buffer planting concept and cost estimate. Design development of planting plans, demolition/relocation plans and irrigation plans will follow. Ms. Rosen assisted with the effort to analyze the sites to develop the landscape plans necessary for the proposed buffers.

FDOT District 4 - SE 23 Avenue Bridge, Lighthouse Point, FL: KEITH is providing Landscape Architecture services for this Financial Project ID #43435913201. The project entails the reconstruction of the existing bridge over the inland waterway. The team analyzed the site to determine impacts to existing landscaping on the adjacent properties. They also designed plans and provided specifications for a new irrigation system that will incorporate re-use water.

FDOT District 4 - Elmar Drive, Lauderdale-by-the-Sea, FL: KEITH is providing Landscape Architecture, as well as ISA Certified Arborist services for this FDOT District 4 Financial project #43778613201. The project entails widening the existing medians to provide a multi-use pathway. Keith and Associates will analyze the site and the proposed development's impact on existing trees, with consideration to the urban and environmental context.

FDOT District 4 - US-1 Transit Improvements, Broward County, FL: KEITH is providing Survey and Landscape Architecture, as well as ISA Certified Arborist services for this FDOT District 4 Financial project #42957513201. The project entails the addition of new transit stops and associated engineering. Keith and Associates will analyze the site and the proposed development's impact on existing trees, with consideration to the urban and environmental context.

FDOT District 6 - SR-93/I-75 from NW 148th Street to NW 162nd Street, Miami, FL: As the prime consultant, KEITH is providing Landscape Architecture, as well as ISA Certified Arborist services for this FDOT District 6, Financial Project ID #429047-3-32-01. The firm is designing Landscape Architecture within the I-75 corridor to follow the managed lanes improvements, for a distance of .9 miles. The design is to be in accordance with the Department's Bold Vision, incorporating lush, large natives.



Years of Experience

Education B.S. Environmental Studies, University of Central Florida, 2011

Professional Training/ Seminars **FNGLA** Certified Horticulture Professional

FNGLA Certified Landscape Technician

L.I.A.F. Certified Landscape Inspector

Sarah Rosen, FCHP, FCLT, LIAF Page 2

NE 3rd Avenue Roadway Improvements, Deerfield Beach, FL: KEITH is providing Construction Administration and CEI services for this Joint Participation Agreement (JPA) roadway improvement project of 0.9 miles. The project limits on NE 3rd Avenue between Sample Road and NE 48th Street will be widened from two existing lanes into a four-lane roadway with drainage, traffic signal, sidewalks and landscaping improvements. The work will also involve removal and relocation of existing trees, fences and FPL and AT&T facilities. Acting as an extension of the City, Ms. Rosen is responsible for conducting landscape inspections to ensure landscape architecture, as well as tree removals and relocations are being implemented, as per the approved construction documents. Over 72 trees are either to be removed or relocated requiring strict adherence to specified excavation methods, coordination with the construction to allow for the required root pruning and proper treatment of remaining stumps, including grinding, backfilling and debris removal. Ms. Rosen coordinates with the KEITH project manager and with the contractor to perform inspections and to prepare inspection reports.

Hampton Inn Miami Springs, Miami, FL: KEITH designed and produced Landscape Plans for the hotel and surrounding site area. As a Consultant, the scope of services also included the design of irrigation plans, tree inventory and disposition plans.

City of Pompano Beach CRA - Design/Build Beach Parking Garage, Pompano Beach, FL: New five-story parking garage with retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design/build team, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape and Irrigation Design. Ms. Rosen conducted inspections to ensure the quality of the trees and that the landscape installation was to plan.

City Vista, Pompano Beach, FL: The Landscape Architecture Department conducted a tree inventory and appraisal of existing trees on the project site. Ms. Rosen assisted with the landscape and irrigation design, as well as the tree analysis for this project. She also conducted inspections to ensure the quality of the trees and that the landscape installation was to plan.

(09359.05)Atlantic Boulevard Streetscape Improvements, Margate, FL: The CRA requested the KEITH Team develop a branded approach to several of the city's ROW and streetscapes. The request includes multiple miles of streetscape, medians, walls, walkways, landscape, lighting, signage and a signature fountain feature. The team worked to create a brand or identity that can be utilized throughout the City in these public realm areas. The signature element for this streetscape initiative is the addition of a roundabout and fountain feature. The CRA requested that a theme of a child fishing along the edge of the canal be utilized for inspiration. KEITH had to work around existing infrastructure items and yet was able to develop a creative approach for the fountain. The result was a combination of water, sculpture, landscape and hardscape to make a statement for the City and CRA of Margate.



WILLIAM A. ARATA, PSM Director of Surveying & Mapping

Mr. Arata is an experienced Professional Surveyor & Mapper specializing in surveys for roadway design and right of way mapping. He has almost 40 years of surveying experience and worked for the Florida Department of Transportation for 35 years. During this time, he had direct responsibility for field surveys, creation of documents, sketches and maps for right of way acquisition. He

has worked on most of the state roads from Monroe to Indian River Counties. Past experience includes the development of the Staff Hour Spread Sheet and data collection standards. While working primarily on FDOT projects, Bill successfully procured a continuing services contract with the City of Ft. Lauderdale and worked with the City of Doral providing sketches and legal descriptions for easements and other issues. Possessing extensive experience with the Department allows him to successfully manage complex projects that require the highest degree of attention to detail from beginning to end. Combined with a proactive attitude and strong customer focus will ensure the successful completion of projects for clients and stakeholders. His career has demonstrated consistent professionalism with a thorough knowledge of Florida Statutes and Administrative Code and commitment to ethical conduct. Strong administrative capabilities will ensure the proper execution of proposals, contracts and invoices. Extensive technical knowledge will provide project deliverables meeting the demands of a project in the most efficient manner. Leadership and relationships are key to working with established professionals, guiding developing staff and effectively managing resources. These qualities will enable Bill to maintain existing clients and add new relations to further KEITH's growth in revenue and stature as an industry leader.



City of Pompano Beach Dixie Highway and Atlantic Boulevard Improvements, Pompano Beach, FL: As a subconsultant and a part of the Pompano Beach GO Bond Projects, KEITH is providing surveying and subsurface utility engineering services for the Dixie Highway and Atlantic Boulevard roadway improvement projects in Pompano Beach. SUE services include performing up to (100) test holes to expose utilities to minimize any potential for damage and records research. KEITH is also performing updated topographic and right-of-way surveys to show all surface features such as roadways, medians, curbing, sidewalks, driveways, surface utilities, and traffic striping. In addition, KEITH is conducting field reviews to locate new features and verify potential issues within the right-of-way lines.

Sistrunk Redevelopment, Fort Lauderdale, FL: KEITH is currently providing assistance to develop a 6 story mixed-use project with residential, commercial and a stand alone parking garage, also including a small church parcel located at the NW corner of NW 5th Street and NW 7th Terrance. KEITH is providing surveying, subsurface utility engineering, planning, traffic engineering, civil engineering, landscape architecture and construction / program management services. The project intends to place a heavy focus on the design of the public realm.

Pompano Beach General Surveying and Mapping Continuing Services, Pompano Beach, FL: KEITH is currently providing general surveying and mapping services to the municipality on an as-needed basis on this ongoing continuing services contract. KEITH has served as the General Surveying Consultant for the City for over 16 years. Some of the projects provided under this contract include: South Cypress Road and SE 15th Court Intersection Design Survey, Pompano Beach Branch Library Topographic Survey, SE 13th Street Force Main Design Survey, Utility Casting Federal Highway Design Survey, SR A1A Survey and Subsurface Utility Engineering (SUE) services from Hillsboro Blvd to Terra Mar Drive, Permanent Emergency Generators Design Survey for City Hall and Public Safety Building, GIS Mapping Pilot Project, North Riverside Drive Directional Drill Survey and SUE services, Briny Avenue Survey and SUE services, Palm Aire Park



Years of Experience

Education High School Diploma, Groveton High School 1978

Professional Registrations Professional Surveyor & Mapper, State of Florida

Professional Affiliations Florida Atlantic University Professional **Advisory Committee** Member

Certifications Florida Certified Contract Manager, 2014

> FDOT Leadership Academy, 2005

Topographic Survey, SE 9th Avenue Bridge Replacement Design Survey, Civic Campus/Old Pompano Topographic Survey and Updated Surveys, Intracoastal Waterway Sign Surroundings Specific Purpose Survey, Santa Barbara Reuse Water Line Expansion Topographic Survey, Rustic Bridge Park Design Survey, and NE 4th Street Specific Purpose Survey.

FDOT D4 SR 9 and Sunrise Boulevard, Broward County, FL: As a subconsultant to Bowman Consulting Group, LTD, KEITH is providing continuing surveying and mapping as well as subsurface utility engineering support services for FDOT District 4 for State Road 9 and Sunrise Boulevard.

Documents Supervisor, FDOT District 4: Supervised the analysis of title searches, writing of legal descriptions and creation of documents for the acquisition of right of way. Involved the training of subordinates, quality assurance of consultant submittals, monitoring project schedules.

I-75, Alligator Alley, Miccosukee Reservation, FDOT District 4: Through an administrative error the Department did not properly acquire the right of way for I-595 within the Miccosukee Reservation in western Broward County. Due to several issues the settlement this became a highly contentious settlement. Working closely with attorneys and surveyors from both the Department and the Tribe while coordinating with the US Department of Interior, Bureau of Indian Affairs Bill assured the legal descriptions, documents and maps acquired the necessary right of way with the approval of all parties. The final effort included the monumentation of the right of way.

Assistant Location Surveyor, FDOT District 4: Initial duties included the supervision of 4 FDOT survey crews, included the processing and review of field data. Directly involved in the development and testing of the 2nd generation of the Electronic Field Book. Assisted in the development of techniques and standards for automated data collection and transfer of data into MicroStation & Geopak files. The Department started the transition from in-house survey crews to consultant crews through Districtwide contracts. Duties included review of project scopes, negotiation of staff hour estimates, issue task work orders and the review of deliverables. Managed contracts ensuring they were properly funded, deliverables met scope and standards, payment of invoices Throughout this period maintained effective relationships in a pleasant and professional manner.

I-75, Miramar Pkwy to Pines Blvd, Broward County, FDOT District 4: Project Surveyor Bill was responsible for the survey of I-75. Duties included supervising the FDOT survey crews collecting topographic and drainage data, property & section corners, calculating the baseline of survey, locating the existing right of way; managed the aerial photogrammetry consultant through a task work order and coordinated activities with consultant surveyors on adjoining segments.

SR 90, Tamiami Trail Bridge, Modified Water Delivery, Miami-Dade County, FDOT District 6: As part of the Comprehensive Everglades Restoration Plan a 1-mile bridge was constructed replacing the existing roadway. The realignment of the road & bridge involved complex right of way transfers between the National Park Service, South Florida Water Management District and the Florida Department of Transportation. Bill was directly involved coordinating various activities between these agencies, consultant engineers and surveyors in a highly dynamic environment.

SR 5, Biscayne Blvd, Miami-Dade County, FDOT District 6: Coordinated the surveying activities for the development of a Formula 1 race course through downtown Miami and the Port of Miami. This was a particularly challenging project due to the accelerated delivery dates and level of detail needed along Biscayne Blvd, within the port and Bayside (a tourist destination) using Terrestrial Mobile LiDAR and aerial photogrammetry methods.

St. Johns River to Sea Loop Trail (SJR2C), Volusia County, FDOT District 5: As prime consultant, Bill was tasked with the design survey and production of right-of-way control survey maps for the along S Palmetto Ave. Existing right-of-way map files, existing plats and record surveys and documentation were utilized to calculate the existing baseline of survey and existing right of way to calculate a base map. Determination of calculations to be in error from the original files was also revised. The final deliverable by Bill was a digital submittal of the existing right-of-way and baseline of survey to the current FDOT and District 5 standards. Bill went on to provide the final QA/QC review of the right of way control survey map.



THOMAS DONAHUE, PE

Director of Engineering

Mr. Thomas Donahue has more than 40 years of experience in civil engineering projects including 15 years in South Florida. His qualifications include engineering design, quality assurance/quality control management, planning and environmental studies. Mr. Donahue's comprehensive experience includes: residential, commercial and industrial development, site plans,

airports, highways, environmental analysis, local, state and federal permitting, right-of-way plans, utility and military designs. Project management experience includes management of professional staff of engineers, landscape architects and CAD personnel, development of project scope of work, contract negotiations, budgets, scheduling, quality control, oversight of resident inspectors and surveyors, review and processing of contractor's pay requests and client contact.



Years of Experience 40

Education B.S. Civil Engineering, Northeastern University, 1978

Professional Registrations State of Florida Professional Engineer, #60529 (2033)

Professional Affiliations National Association of Industrial and Office Parks (NAIOP) Member

Institute of Transportation Engineers, Gold Coast Chapter Member

American Society of Civil Engineers Member

RELEVANT PROJECT EXPERIENCE

Broadstone Oceanside, Pompano Beach, FL: As QA/QC Manager, Mr. Donahue supervised internal and external audits to ensure quality assurance requirements were implemented and maintained for this mixed-use development comprised of 204 apartments and seven two-story townhouses.

Charlotte J. Burris Civic Center, Pompano Beach, FL: KEITH is currently providing civil engineering, permitting, construction administration and coordination and landscape architecture services for the 8,712-SF Charlotte J. Burrie Community/Civic Center location in Pompano Beach. The Center is designed with multipurpose meeting spaces for civic, social, and recreational activities, easy pedestrian access with ADA compliance, porte cochere entrance for inclement weather protection, and 48 vehicular and 20 bicycle parking spots. Interior floor plans feature reception area and administrative offices; small conference room; assembly spaces for classes or meetings; large multipurpose room to offer table seating for 125, or theater style seating for 250, as well as a performance stage; and a warming kitchen, restrooms, and storage areas.

Fairfield Residential Property Development, Pompano Beach, FL: KEITH is currently providing planning, engineering and landscape architecture services for this new 2.98-acre residential property located at 601 North Federal Highway in Pompano Beach, Florida. (09650.01)

Weston Commons, Weston, FL: Mr. Donahue had oversight for land planning, civil engineering, landscape architecture and project management for a high-end 60-acre retail and shopping center consisting of strip malls with major anchor retailers and numerous out parcel buildings including banks, restaurants and other national retail franchises.

City of Pompano Beach CRA Miscellaneous Engineering and Surveying Services, Pompano Beach, FL: KEITH is currently providing general engineering and surveying and mapping services to the CRA on an as needed basis on this ongoing continuing services contracts. Some projects provided under this contract include: MLK Boulevard Study & Boundary Survey, MLK Boulevard Planning & Design, FEC Railroad Right-of-Way Study, Municipal Pier Restaurant Redevelopment, MLK Boulevard Street Vacation Services, Pompano Beach Boulevard Streetscape & Dune Revitalization, East Atlantic Boulevard/Pompano Beach Boulevard Surveys, Old Pompano Area Design Survey (North of Atlantic Boulevard), NW CRA Update Boundary Survey to Design Survey, MLK Boulevard Survey (I-95 to Dixie Highway), Right-of-Way Vacations & Dedications for NW CRA (NW 4th Street and NW 4th Avenue), Esquire Lakes Sign Survey, Professional Services for Mixed-Use Downtown Pompano Connectivity Plan, NW 6th Street Topographic Survey and Street Light Locations, NE 1st Street Boundary Survey, Pompano Springs Utility Easements, Ortanique Boundary Survey, NW Corner of NW 6th Avenue/MLK Boulevard Plat & Re-Plat, FPL Utility Easements, MLK Boulevard

Update Survey, Professional Services for the Development of 731 Hammondville Road, Professional Services for MLK Boulevard Streetscape Improvements, FEC Flagler Corridor Landscape Easements, Pompano Beach Library Branch Relocation Survey, Rezoning of NE Corner of MLK Boulevard & NW 6th Avenue, Atlantic Point Boundary and Topographic Surveys, Trafficway Plan Amendment for MLK Boulevard/Hammondville Road, Bailey Hotel Boundary Survey, Old Pompano Area Water and Sewer Improvements for Future Development Restaurants, and MLK Boulevard Water Main Design.

City of Deerfield Beach Miscellaneous Engineering, Planning and Surveying Services, Deerfield Beach, FL: KEITH has served as the General Engineering Consultant for the City of Deerfield Beach for over 14 years. KEITH is providing on-going continuing serves as needed including engineering and surveying and mapping services to the municipality. KEITH also provided plan review services Some projects provided under these contracts include: Hillsboro Blvd and A1A "S-Curve" Beach Roadway, Drainage and Beautification (Phase I and II), Ocean Way Café Luna Improvement, Ocean Way Drainage, Infrastructure, and Beautification Improvements, Deerfield Beach Sand and Dune Stabilization Re-nourishment and Erosion Control, Deerfield Beach Boardwalk, Volleyball Courts and Artificial, Reef Improvements, Main Beach Parking Lot Improvements, Intersection Improvement Design of Goolsby Blvd/Hillsboro Blvd, Intersection Improvement Design of Century Blvd/Hillsboro Blvd, Hillsboro Blvd Streetscape Improvements, SW 15th Street Roadway Improvements.

Pompano Beach Municipal Golf Course, Pompano Beach, FL: Mr. Donahue provided civil engineering services as a consultant to the Greg Norman Golf Course Design Company for design, permitting and construction of the new signature golf course for the City of Pompano Beach. The project involved complete regrading of the site including dredging and filling of lakes and installation of a new irrigation system. This was Greg Norman's first municipal golf course design and provided the City of Pompano Beach with one of the finest municipal golf courses in Florida and a pillar for the community for both residents and tourists. The project totaled \$3.5 million and the new golf course opened in Spring 2013.

John Knox Village Woodland Green Healthcare, Pompano Beach, FL: The John Knox Village Health Center is a seven story "Green House" skilled nursing facility. The state of the art center is one of Florida's first of its kind carrying the Green House designation. It is located on their 65 acre campus in Pompano Beach Florida and is designed to be a LEED Silver building. The ground floor serves the common area and each floor above consisting of two Green House homes with twelve elders per home, totaling 24 elders per floor; a total of 144 elders in the building. KEITH provided planning, surveying, civil engineering, landscape architecture, construction administration and SUE services. KEITH was responsible for processing the Site Plan for this unique living facility through the City of Pompano Beach site plan approval process consisting of DRC, AAC and P&Z as well as providing the Civil design and processing the construction permits through the various agencies having jurisdiction.

Tamarac Fire Station No. 78 Design/Build, Tamarac, FL: KEITH, as a subconsultant partner to West Architecture, provided civil engineering, permitting, traffic engineering, landscape architecture and construction services for the replacement of the existing Tamarac Fire Station 78 located at 4801 W Commercial Blvd in Tamarac, Florida. The 9,300 SF facility was constructed with LEED-certified products. As a Design/Build project, KEITH has been an active participant in determining costs and cost alternatives to keep overall costs within the anticipated budget.

Veranda, Plantation, FL: Mr. Donahue was responsible for development of a 12-acre full-scale, mixed-use development including 28,000 SF of grocery store and retail stores; 16 townhouses; 6 story, 201 unit condominium tower; 8 story, 181-unit apartment building and parking structure; and a new municipal lift station with a traditional neighborhood design that promotes pedestrian activity in and around the site. The design included the re-configuration of an existing on-site lake and construction of a sea wall with an adjacent pedestrian promenade and the relocation of numerous specimen trees and palms.

State of Florida Department of State

I certify from the records of this office that KEITH AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 1998, effective January 16, 1998.

The document number of this corporation is P98000006011

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 7, 2020, and that its status is active.



o authenticate this certificate, visit the following site, enter this number, and the ollow the instructions displayed.





THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that it has registered and authorized to practice in the State of Texas

> Kelli Beth Schueler Landscape Architect

In testimony whereof this certificate has been issued by the authority of this board Registration No: 2959

Renewal of this registration is due October 31, 2020

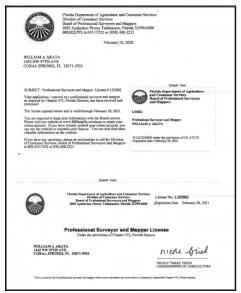


















Our commitment is to always be there when you need us.



LOCAL PRESENCE

KEITH is proud to have called Pompano Beach our home for more than 22 years. It is our honor and commitment to improve the communities in which we live, work, and play.

Through this commitment, KEITH has expanded its locations to continue to serve our clients.

KEITH is pleased to be in a position to utilize our home office, located in downtown Pompano Beach, as well as our satellite offices, for the purposes of this contract. The home office is located just minutes from the Pompano Beach purchasing office.

Our proximity to the City allows us the opportunity to provide a level of responsiveness that few firms are able to match. Our team is geographically accustomed to working locally or remote without skipping a beat, and during these unprecedented times, that is more important than ever.

CORPORATE HEADQUARTERS

301 East Atlantic Boulevard Pompano Beach, Florida 33060 954.788.3400

Palm Beach County

120 North Federal Highway Suite 208 Lake Worth, Florida 33460 561.469.0992

Broward County

2312 South Andrews Avenue Fort Lauderdale, Florida 33316 954.788.3400

Orange County

2948 East Livingston Street Suite 100 Orlando, Florida 32803 561.469.0992

Miami-Dade County

5805 Blue Lagoon Drive Suite 218 Miami, Florida 33126 305.667.5474



BUSINESSES

LOCAL BUSINESS EXHIBIT "A" CITY OF POMPANO BEACH, FLORIDA LOCAL BUSINESS PARTICIPATION FORM

City of Pompano Beach Request for Letters of Interest T-25-20 Continuing Contract for Landscape Architectural Services

Prime Contractor's Name: KEITH Solicitation Number & Title:

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
KEITH - 301 E Atlantic Blvd., Pompano Beach, FL 33060	Paul Weinberg, PLA 954-788-3400	Landscape Architecture Services	100%
	00.1000.00		
_			

LOCAL BUSINESS EXHIBIT "A"

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

	NI/A	Solicitation Number
TO:	N/A	
10.	(Name of Prime or General Bidder)	
	dersigned City of Pompano Beach busir e above contract as (check below)	ness intends to perform subcontracting work in connection
	an individual	a corporation
	a partnership	a joint venture
	dersigned is prepared to perform the foller described in detail:	lowing work in connection with the above Contract, as
	/	
at the fo	ollowing price:	
	(Date)	(Print Name of Local Business Contractor)
		(Street Address)
		(City, State Zip Code)
		BY:

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C

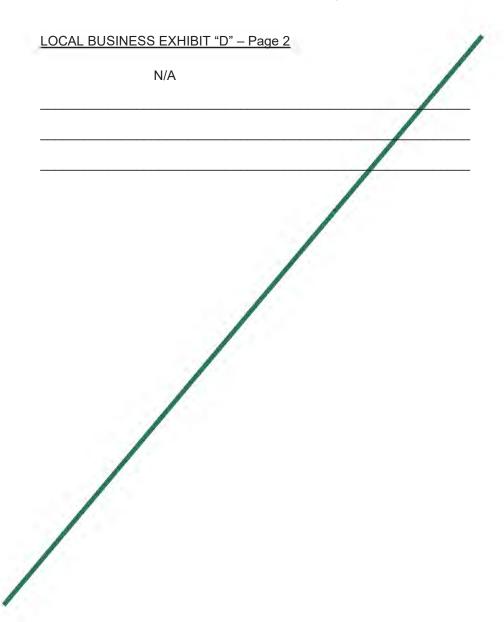
N/A	<u>LOCAL BUSINESS</u> <u>UNAVAILABILITY FORM</u>	
147.	BID #	
Ι,		1.00
	(Name and Title)	1
of	, certify that on the	day of
,, I invititems to be performed in the	ted the following LOCAL BUSINESSES to line City of Pompano Beach:	bid work
Business Name, Address	Pr	orm of Bid Sought (i.e., Unit ice, Materials/Labor, Labor nly, etc.)
Said Local Businesses:		
	Did not bid in response to the invitation	
	Submitted a bid which was not the low re	esponsible bid
- 2	other:	
/	Name and Title:	
	Date:	
Note: Attach additional do	ocuments as available.	

N/A

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

BID #_____

Dic	d you provide adequate information to identified Local Businesses? Please comment of u provided this information.
Dic	d you send written notices to Local Businesses?
	YesNo
If y	yes, please include copy of the notice and the list of individuals who were forwarded co e notices.
Dic	d you advertise in local publications?
	Yes No
lf y	es, please attach copies of the ads, including name and dates of publication.
	ves, please attach copies of the ads, including name and dates of publication. that type of efforts did you make to assist Local Businesses in contracting with you?
Wł	
Wł	hat type of efforts did you make to assist Local Businesses in contracting with you?
Wł	that type of efforts did you make to assist Local Businesses in contracting with you?
Wł	that type of efforts did you make to assist Local Businesses in contracting with you? In the Local Businesses you will utilize and subcontract amount.





LITIGATION

In 2016, KEITH was involved in a material case (No. 14-14525(12)) as a third-party defendant in a dispute between a client of ours and a neighboring property owner. The case was settled, and all parties involved have received resolution. KEITH has not been involved in any other litigation over the past 5 years.

There are no material cases for this Vendor; or				
✓ Material Case(s) are disclosed below:				
Is this for a: (check type)	If Yes, name of Parent/Subsidiary/Predecessor:			
☑ Parent, ☐ Subsidiary,	Keith and Associates, Inc.			
or				
Predecessor Firm?	Or No L			
Party				
Case Number, Name,	Case No. 14-14525(12) E-Filed 01/26/2016			
and Date Filed	Case No. 14-14323(12) L-Filed 01/20/2010			
Name of Court or other	Circuit of the 17th Judicial Court in and for Broward County, Florida			
tribunal	Circuit of the 17th Judicial Court in and for Broward County, Frontia			
Type of Case	Bankruptcy Civil C Criminal Administrative/Regulatory			
Claim or Cause of Action	Keith and Associates is a third party defendant in a dispute between our client and a			
and Brief description of heighboring property owner.				
each Count	neighboring property owner.			
Brief description of the				
Subject Matter and	The neighboring property owner claims that his driveway is flooding and filed suit			
Project Involved				
Disposition of Case	Pending Dismissed Dismissed			
(Attach copy of any				
applicable Judgment,	Judgment Vendor's Favor 🔲 🛮 Judgment Against Vendor 🗀			
Settlement Agreement				
and Satisfaction of				
Judgment.)	If Judgment Against, is Judgment Satisfied? Yes No			
Opposing Counsel	Name: Arnstein & Lehr, LL			
	Email: franklin.zemel@arnstein.com			

Telephone Number: 954-713-7600

Vendor Name: KEITH



FORMS

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

	PROPOSER	R INFORMATION PAGE
RFP	 T-25-20 Continu	ing Contract for Landscape Architectural Services
	(number)	(RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by: Name (printed) Paul Weinberg, PLA Title Executive Vice President Company (Legal Registered) Keith and Associates, Inc., dba KEITH Federal Tax Identification Number 65-0806421 Address 301 E Atlantic Boulevard City/State/Zip Pompano Beach, FL 33060 Telephone No. _ 954-788-3400 Email Address pweinberg@KEITHteam.com

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _	KEITH
Vendor FEIN:	65-0806421

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



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

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_T-25-20

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed with your electronic submittal.

Name of Firm	Certificate Included?
N/A	

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL	<u>/ENDOR</u>
limits and mainta	is maintained a permanent place of business within the city ains a staffing level, within this local office, of at least 10 % as of the City of Pompano Beach.
	And/Or
limits and my su	is maintained a permanent place of business within the city omittal includes subcontracting commitments to Local tractors for at least 10 % of the contract value.
	Or
My firm do	es not qualify as a Tier 1 Vendor.
TIER 2 LOCAL	<u>VENDOR</u>
County and mai	is maintained a permanent place of business within Broward ntains a staffing level, within this local office, of at least 15% as of the City of Pompano Beach
	And/Or
County and my	es maintained a permanent place of business within Broward submittal includes subcontracting commitments to Local tractors for at least 20% of the contract value.
	Or
My firm do	es not qualify as a Tier 2 Vendor.
I certify that the a	pove information is true to the best of my knowledge.
ust 24, 2020	KEITH
(Date)	(Name of Firm)
	BY: Paul Weinberg, PLA
	(Name)

N/A

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)		
Report Number (3)	Reporting Period (4)	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)	
	to			
Contractor Name (7)		Contractor Telephone Number (8)	Contractor Email Address (9)	
		() /-		
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12)	Project Manager Email Address (13)	
		() -		

Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
			Total Paid to Date for A	All Local Business Sub	contractors (21) \$	0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) 2 Contractor Name – Authorized Personnel (sign) (23) Title (24) Date (25)

Contractor Name – Authorized Personnel (print)	2)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)



FINANCIAL STATEMENTS

Provided in a separate document and uploaded to the City Procurement site.





PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2020

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

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

PRODUCER					CONTACT Josette Toussaint					
Frank H. Furman, Inc.					PHONE (954) 943-5050 FAX (A/C, No): (954) 942-6310					
1314 East Atlantic Blvd.						E-MAIL josette@furmaninsurance.com				
P. O. Box 1927						INSURER(S) AFFORDING COVERAGE NAIC #				
Pom	pano Beach			FL 33061	INSURER A: Charter Oak Fire Ins Co (tl)				25615	
INSU	RED				INCOREIVA.					25666
	Keith & Associates Inc				INSURER	Tuescaleur	Property Casi	ualty Co of America		25674
	301 E Atlantic Boulevard				INSURER	A wala laas	ırance Compai	ny		11150
					INSURER					
	Pompano Beach			FL 33060	INSURER					
cov	ZERAGES CERT	IFIC	ATE I	NUMBER: 20-21 UPTADE				REVISION NUMBER:	ı.	
TH	IIS IS TO CERTIFY THAT THE POLICIES OF IN	ISUR	ANCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUF	RED NAMED AE	BOVE FOR THE POLICY PERI	OD	
CE	DICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTAI (CLUSIONS AND CONDITIONS OF SUCH POL	N, Th	IE INS	SURANCE AFFORDED BY THE	POLICIE	ES DESCRIBEI	D HEREIN IS SU		HIS	
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	 }	
	COMMERCIAL GENERAL LIABILITY					(m.DD/1111)	(s 1,000	0,000
ŀ	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	000
ı	92 92								\$ 15,00	00
Α				6601J215564		02/19/2020	02/19/2021	` ' ' '	\$ 1,000),000
ı	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 2,000),000
ı	POLICY PRO- JECT LOC								\$ 2,000	0,000
ı	OTHER:								\$ 1,000	0,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	0,000
ı	X ANY AUTO								\$	
в	OWNED SCHEDULED AUTOS ONLY AUTOS			8103L462444		02/19/2020	02/19/2021	BODILY INJURY (Per accident)	\$	
ı	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
İ	Notes entit							-	\$	
	WIMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$ 5,000	0,000
С	EXCESS LIAB CLAIMS-MADE			CUP0J961409		02/19/2020	02/19/2021	AGGREGATE	\$ 5,000	0,000
ı	DED RETENTION \$								\$	
	WORKERS COMPENSATION				02/40/2020		PER OTH-			
С	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			UB0K053961		02/19/2020	02/19/2021	E.L. EACH ACCIDENT	\$ 1,000),000
۱ ٔ	(Mandatory in NH)	N/A		OD0K033901		02/19/2020	02/19/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000),000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	0,000
	PROFESSIONAL LIABILITY									
D	THOI EGGIOTALE EINBIETT			CPP006493600		03/13/2020	02/19/2021	Each Claim	\$2,00	00,000
								Aggregate	\$6,00	00,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES	AC	ORD 1	01, Additional Remarks Schedule,	may be att	ached if more sp	ace is required)			
Sam	ple									
										ļ
CER	TIFICATE HOLDER				CANC	ELLATION				
					enoi	II D ANV OF T	HE ABOVE DE	SCRIBED POLICIES BE CANO	CELLED	DEEODE
							, NOTICE WILL BE DELIVER		DLI ONE	
SAMPLE					ACC	ORDANCE WIT	TH THE POLICY	PROVISIONS.		ļ
SAMPLE					A115					
					AUTHORIZED REPRESENTATIVE					
					Diel D. Def					
						© 1988-2015 ACORD CORPORATION. All rights reserved.				



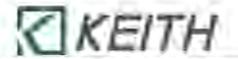


Exhibit B Fee Schedule

City of Pompano Beach Continuing Contracts - E-20-20 KEITH - PROFESSIONAL SERVICE FEE SCHEDULE	
	Hourly Rate
Project Management	¢250.00
Project Executive	
Expert Witness	
Senior Project Manager	
Project Manager I	
Project Manager I	
Assistant Project Manager	
Administrative Assistant I	\$80.00
Civil / Traffic Engineering	
Senior Traffic Engineer	
Traffic Engineer	
Engineer IV	\$125.00
Engineer III	
Engineer II	\$100.00
Engineer I	
Construction Engineering & Inspection (CEI) Senior Construction Manager Construction Manager Engineering Inspector II Engineering Inspector I Engineering Inspector I	\$150.00 \$125.00 \$100.00
Planning	
Senior Planner	
Planner II	
Planner I	\$100.00
Landscape Architecture Senior Landscape Architect	\$150.00
Landscape Architect	
Arborist	
Landscape Designer III	
Landscape Designer II	
Landscape Designer I	
Lanuscape Designer I	φθυ.υυ

City of Pompano Beach Continuing Contracts - E-20-20 KEITH - PROFESSIONAL SERVICE FEE SCHEDULE

Survey / SUE	
Chief Surveyor	
Senior Surveyor & Mapper	\$150.00
Project Surveyor II	\$125.00
Project Surveyor I	
Technician	

Survey Crew IV	\$160.00
Survey Crew III	
Survey Crew II	
Survey Crew I	
Survey Static Laser Scanning	
Survey Drone Photos	
Survey Terrestrial Mobile LiDAR	Por Project
Survey Terrestrial Mobile LIDAIX	61 F 10]661
Chief Utility Coordinator	\$160.00
Senior Utility Coordinator	
Utility Coordinator	\$100.00
Out and an I With I and an Manager	#440.00
Subsurface Utility Location Manager	
Subsurface Utility Field Supervisor	\$90.00
LIGHT D. 1. 15. 10DD	4000.00
Utility Designating/GPR	\$200.00
Impervious Coring >8"	
Vacuum Excavation Test Hole (Pervious Surface)	
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each

EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

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

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

B. Liability Insurance.

- (1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.
- (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate
* Policy to be written on a claims in	curred basis
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
explosion & collapse	
hazard	
underground hazard	
XX products/completed	bodily injury and property damage combined
operations hazard	
XX contractual insurance	bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined XX independent contractors

personal injury

XX personal injury

AUTOMOBILE LIABILITY:

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

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

comprehensive form		Agent must show proof they have this coverage.					
EXC	ESS LIABILITY		Per Occurrence	Aggregate			
XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000			
PRO	FESSIONAL LIABILITY	Per Occurrence	Aggregate				
XX	* Policy to be written on a claim	\$2,000,000	\$2,000,000				

- (3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- Employer's Liability. If required by law, CONSULTANT and all subcontractors C. shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

- D. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. <u>Waiver of Subrogation</u>. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2020

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this certificate does not confer rigi	nts to the certificate holder	r in lieu of such	endorsement(s).	
PRODUCER			CONTACT Josette Toussaint	
Frank H. Furman, Inc.			PHONE (954) 943-5050 FAX (A/C, No, Ext): (954) 943-5050	2-6310
1314 East Atlantic Blvd.			E-MAIL ADDRESS: josette@furmaninsurance.com	
P. O. Box 1927			INSURER(S) AFFORDING COVERAGE	NAIC#
Pompano Beach	FL	33061	INSURER A: Charter Oak Fire Ins Co (tl)	25615
INSURED			INSURER B: Travelers Indemnity Co of America	25666
Keith & Associates Inc			INSURER C: Travelers Property Casualty Co of America	25674
301 E Atlantic Boulevard			INSURER D: Arch Insurance Company	11150
			INSURER E:	
Pompano Beach	FL	33060	INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	20-21 UPTADI	ED- WO/ REVISION NUMBER:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE COCCUR			6601J215564	02/19/2020	02/19/2021	DAMAGE TO RENTED	\$ 1,000,000 \$ 300,000
		Y					MED EXP (Any one person)	\$ 15,000
Α			Y					\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- LOC				ļ		111020010 0011117017100	\$ 2,000,000
	OTHER:						' '	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO		Y	8103L462444	02/19/2020	02/19/2021	BODILY INJURY (Per person)	\$
В	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
	➤ UMBRELLA LIAB ➤ OCCUR						EACH OCCURRENCE	\$ 5,000,000
С	EXCESS LIAB CLAIMS-MADE			CUP0J961409	02/19/2020	02/19/2021	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER OTH-	
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Υ	UB0K053961	02/19/2020	02/19/2021	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	۱"'^^	Ι΄.	000000001	02/10/2020	02,10,2021		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PROFESSIONAL LIABILITY			CPP006493600	03/13/2020	02/19/2021	Each Claim Aggregate	\$2,000,000 \$6,000,000

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

Certificate Holder is included as Additional Insured on General Liability including Completed Operations and Non-Contributory as per policy form as required by written contract. Waiver of Subrogation applies to general liability, commercial automobile and workers compensation per policy form when required by written contract.

APPROVED

By Danielle Thorpe at 8:15 am, Mar 12, 2020

CERTIFICATE HOLDER		CANCELLATION		
City of Pompano Beach Engineering I	Dept.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
1201112 07101100		AUTHORIZED REPRESENTATIVE		
Pompano Beach	FL 33060	Diel D. Def		

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