

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

KEITH AND SCHNARS, P.A.



Florida's Warmest Welcome

***CONTINUING CONTRACT FOR ENGINEERING SERVICES
for***

OVERHEAD UTILITIES CONVERSION TO UNDERGROUND

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made as of the _____ day of _____, 2018, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Keith and Schnars, P.A. a Florida corporation, hereinafter 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. E-01-18 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Jose L. Gomez, PE, Senior Vice President

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

ARTICLE 2 – TERM AND RENEWAL

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. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period thereafter.

In the event City determines Consultant to be in full compliance with this Contract and Consultant's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Contract for an additional one (1) two (2) years term upon the written consent of both City and Consultant provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Contract.

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. Price Formula. 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.

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 the individual Work Authorization 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. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" 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 after 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 and 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 Contract shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in § 768.28, Florida Statutes.

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:

Keith and Schnars, P.A.
Jose L. Gomez, PE, Senior Vice President
6500 North Andrews Avenue
Fort Lauderdale, FL 33309

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 has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

ARTICLE 31 - BINDING EFFECT

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

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Gregory P. Harrison, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER**, as Mayor, **GREGORY P. HARRISON**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Witnesses:

Signature

Jose L. Gomez

Name Typed, Printed or Stamped

Signature

Michele Togniani

Name Typed, Printed or Stamped

KEITH AND SCHNARS, P.A.

By:

Jose L. Gomez, PE, Senior Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

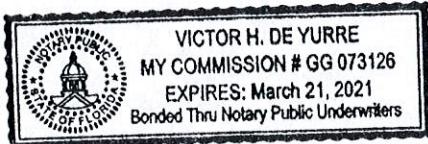
The foregoing instrument was acknowledged before me this 16th day of MARCH, 2018, by Jose L. Gomez, PE, as Senior Vice President of Keith and Schnars, P.A., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

MJ
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number





Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-01-18**

**CONTINUING CONTRACT FOR ENGINEERING AND
PROJECT MANAGEMENT CONSULTANT, OVERHEAD
UTILITIES CONVERSION TO UNDERGROUND**

**RLI OPENING: November 2, 2017, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

October 2, 2017

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)

E-01-18

CONTINUING CONTRACT FOR ENGINEERING AND PROJECT MANAGEMENT
CONSULTANT, OVERHEAD UTILITIES CONVERSION TO UNDERGROUND

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit Letters of Interest, qualifications and experience for consideration to provide engineering and project management services for the undergrounding of utilities to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), November 2, 2017**. 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/CurrentSourcingEvents.aspx>. 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. Responses will be electronically unsealed in a public forum and read aloud.

A. Scope Of Services

The City intends to contract with up to three engineering firms to provide professional services to the City as needed for converting overhead utilities to underground.

Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000.00.

The scope of services required may include, but is not limited to, design engineering, construction observation, studies, and other professional engineering services related to converting overhead utilities to underground. Anticipated work includes project liaison services with citizens within project area, elected officials and staff; cost estimating; easement configurations; electrical, CATV and telecommunications design services; bid document preparation; contractor evaluation services; construction management services; provision of project as-builts; and related surveying and other related work as mutually agreed upon in conjunction with proposed underground utilities conversion projects.

Firms must have previous experience in projects to underground existing utilities, and must be licensed to practice Professional Engineering in the State of Florida, according to Florida State Statute 471, by the Board of Professional Engineers.

B. Tasks/Deliverables

The categories of the Services that may be required are as follows:

1. Project liaison services
2. Cost estimating
3. Development of easement configurations and securing of easements
4. Utilities (electric, CATV, telecommunications) design service for conversion to underground
5. Bid Document preparation
6. Contractor evaluation services
7. Construction management services
8. Development of project as-builts
9. Surveying
10. Other work as mutually agreed upon

C. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for four (4) additional one-year periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

D. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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 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.

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

E. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of

Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

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

F. Required Proposal Submittal

Submission/Format Requirements

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 100 MB. If the file size exceeds 100 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 Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address

- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

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.

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 RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized 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.

References:

References for past utility 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.

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.

Litigation:

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

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and include all certificates in your electronic submittal.

City Forms:

Responses should include all City forms as stated above. Required forms must be completed and submitted electronically through the City's eBid System.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The 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, on General Liability Insurance only, in connection with work being done under this contract.

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

	bodily injury	
	(each person)	
	bodily injury	
	(each accident)	
XX comprehensive form		
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

XX comprehensive form	Consultant must show proof they have this coverage.
-----------------------	---

EXCESS LIABILITY

XX umbrella form	bodily injury and		
XX other than umbrella	property damage		
	combined	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
----------------------------------	--------------	--------------

* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

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.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity:	0-30
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	
e. Litigation within the past 5 years arising out of firm's performance	
2. Qualifications of personnel including sub consultants:	0-20
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	
3. Proximity of the nearest office to the project location:	0-10
a. Location	
b. Number of staff at the nearest office	
4. Technical approach to perform the tasks described in the Scope of Services:	0-30
a. Level of effort	
b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
Total	0-100

Value of Work Previously Awarded to Firm (Tie-breaker) - 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 RLI, 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. Hold Harmless and Indemnification

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. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall

maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

K. Communications

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.

L. No Discrimination

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.

M. Independent Contractor

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.

N. Staff Assignment

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.

O. Contract Terms

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

The contract shall include as a minimum, the entirety of this RLI 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.

P. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, 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.

Q. Survivorship Rights

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

R. Termination

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

Should either party fail to perform any of its obligations under the contract resulting from this RLI 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.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI 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 RLI 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.

T. Acceptance Period

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

U. RLI 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 RLI 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 solicitation may not be added after the submittal date.

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

The City reserves the right to postpone or cancel this RLI, 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.

V. Standard Provisions

1. Governing Law

Any agreement resulting from this RLI 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. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on 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. 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 RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. 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.

9. 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.

10. 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.

11. 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

W. Questions and Communication

All questions regarding the RLI 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 RLI solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. 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 RFP 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 RLI solicitation in the eBid System.

Y. 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 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

RLI NUMBER _____

Federal I.D.# _____

PRIME

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 Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

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.

Would you select/recommend this contractor again? Yes No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

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

Comments, corrective actions etc., use additional page if necessary:

**REQUESTED INFORMATION BELOW IS ON THE MINORITY BUSINESS ENTERPRISE
PARTICIPATION FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM
IN ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM**

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI #_____

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?

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

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

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.

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

RLI NUMBER _____

Federal I.D.# _____

PRIME

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 Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

City of Pompano Beach, FL (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Address	1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Address
Email	jeffrey.english@copbfl.com	Contact	Jeff English Purchasing	Contact
Phone	(954) 786-4098	Department	Building	Department Building
Fax	(954) 786-4168	Floor/Room		Floor/Room Telephone
Bid Number	E-01-18	Telephone	(954) 786-4098	Fax
Title	CONTINUING CONTRACT FOR ENGINEERING AND PROJECT MANAGEMENT CONSULTANT, OVERHEAD UTILITIES CONVERSION TO UNDERGROUND	Fax	(954) 786-4168	Email
Bid Type	IFB	Email	purchasing@copbfl.com	
Issue Date	10/2/2017 10:00 AM (ET)			
Close Date	11/2/2017 02:00:00 PM (ET)			

Supplier Information

Company	Keith and Schnars (Keith and Schnars, P.A.)
Address	6500 North Andrews Avenue
	Fort Lauderdale, FL 33309
Contact	
Department	
Building	
Floor/Room	
Telephone	(954) 776-1616
Fax	
Email	
Submitted	11/2/2017 01:10:24 PM (ET)
Total	\$0.00

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

Signature Joe L. Gómez Email jgomez@ksfla.com

Supplier Notes

Bid Notes

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide engineering and project management services for the undergrounding of utilities to the City on a continuing as needed basis.

The City will receive sealed proposals until 2:00 p.m. (local), November 2, 2017. 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.

Bid Activities**Bid Messages****Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Small Business Enterprise	Is your company a Small Business Enterprise? (If yes, upload a copy of your certification to the Response Attachments tab.)	No
2	Local Business	Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)	No
3	Extension of prices, terms and conditions to other governmental entities	If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) Indicate by selecting yes or no from the drop down menu.	Yes
4	Conflict of Interest	For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.	No
5	Drug-Free Workplace	Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.	Yes

6 Vendor Certification Regarding Scrutinized Companies Lists

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.

Certified

As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

7 Terms & Conditions

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

Line Items

Response Total: \$0.00



**Continuing Contract for Engineering and Project Management Consultant,
Overhead Utilities Conversion to Underground**

RLI: E-01-18

Due Date: November 2, 2017

Proposer: Keith & Schnars

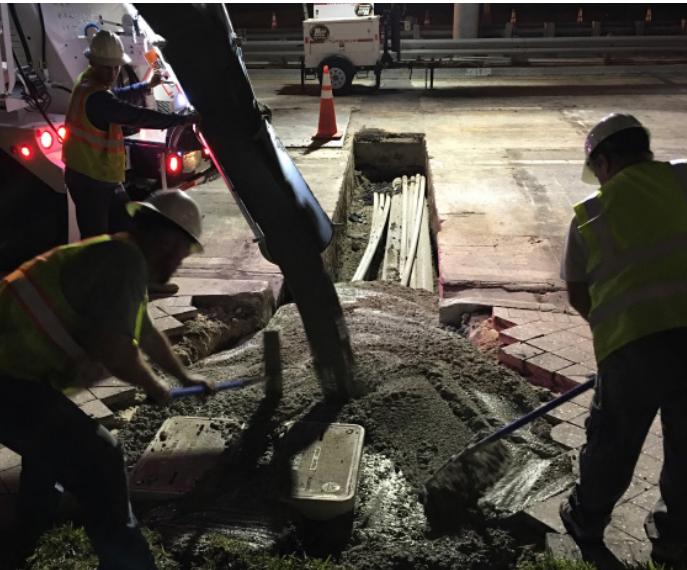
Address: 6500 North Andrews Avenue, Fort Lauderdale, FL 33309

Phone: (954) 776-1616

Contacts: Joe L. Gómez, P.E. - jgomez@ksfla.com

Jake Ozyman, P.E., ENV SP - jozyman@ksfla.com

TABLE OF CONTENTS



- 01** Letter of Interest
- 03** Technical Approach
- 18** Schedule
- 20** Project Team Form
- 21** Organizational Chart
- 23** Statement of Skills and Experience of Project Team
- 33** Resumes of Key Personnel
- 88** References
- 89** Office Locations
- 90** Litigation
- 92** Minority Business Enterprises
- 93** City Forms



November 2, 2017

City of Pompano Beach
1190 NE 3rd Avenue
Pompano Beach, FL 33060

RE: Continuing Contract for Engineering and Project Management Consultant, Overhead Utilities Conversion to Underground - RLI E-01-18

Dear Selection Committee Members:

The program to convert the City of Pompano Beach's (City) aerial and overhead utilities to underground utilities requires a variety of expertise related to the planning, design, construction, and delivery of a capital program infrastructure project.

We understand that you're preparing for the future, and this program of projects provides special benefits to the properties within the City from the proposed undergrounding of electrical, communications, fiber optics and other utilities, including the installation of an improved street lighting system.

In order to fully address the needs of your program, we bring a powerful and proven partnership between Keith and Schnars, P.A. (K&S) and E.C. Fennell, P.A. (ECF) - two highly qualified firms, with exceptional team members who have a long history of successfully completing projects with similar requirements and challenges, on-time and on-budget. Our experience with conversion projects extends very deep within Florida Power & Light (FPL). One of the engineers on our team, Mr. Paul Harlacher, is the original author of "Overhead to Underground Conversion Guidelines" that is published by the FPL.

K&S and ECF's long history of serving the needs of public agencies with engineering, program and construction management services will help the City realize its return on investment at the completion of the project.

We understand the following key principles of the project provide significant value, despite the temporary disruption expected by the City's communities:

- The largest component of the project addresses the undergrounding of existing overhead electric power facilities owned by FPL which generally consist of wires, transformers, service lines, and utility poles;
- Florida Public Service Commission established an incentive program providing municipalities an incentive to place overhead facilities underground after the hurricanes of 2004 and 2005. This incentive allows the City a reduction in the cost of up to 25% of the otherwise payable fee for the conversion;



The City requires a “best-in-class” team with critical knowledge of both federal and local regulations, the flexibility to quickly respond to your needs, a thorough understanding of the standard of care and processes, and the ability to deliver an overall efficient team. We offer all of these items in addition to local project teams with process knowledge and a wealth of staff with specialized experience.

While any consultant can say it is qualified to deliver this program, the K&S team has “actual”, “specific” experience with these types of projects. We completed a similar task for the City of Sunny Isles Beach - on-time and on-budget. We encourage the City to contact Mr. Christopher J. Russo, City Manager of Sunny Isles Beach, to learn more about our performance.

Our fully integrated team stands ready to offer a comprehensive program to the City to help it navigate through the complex requirements, standards and guidelines needed for this project. Our history of successfully managing and executing similar endeavors means that we have “fully experienced” projects of this kind, and have solved many of the challenges that this program will encounter with proven program management, engineering, and construction solutions.

We look forward to the opportunity to continue a powerful and proactive relationship with the City of Pompano Beach.

Respectfully submitted,
KEITH and SCHNARS, P.A. (FEIN 59-1406307)

Joe L. Gómez, P.E.
Program Principal/Senior Vice President of Engineering
jgomez@ksfla.com
(954) 776-1616





Technical Approach

The City of Pompano is seeking a partner that is qualified to take the independent pieces and parts necessary to complete the conversion of overhead utilities underground and organize them into a seamless project delivery. The City anticipates it will primarily need engineering services, project management, and construction management. The K&S team is qualified in evaluating the independent pieces and parts of a capital program and unifying them into one program with the goal of completing the project on schedule, within budget, and with quality. Throughout the following discussion, we will demonstrate our understanding of the City's expectations for professional services to deliver the program by addressing each approach concept requested by the City.

- Project management techniques, controls, program and technologies;
- Approach to project scheduling and coordination of subcontractors;
- Method of reporting on the project status;
- Means and methods for initiating, managing, and responding to request for information;
- Quality assurance and value engineering programs;
- Proposed tasks and deliverables for both phases of the project.

We will also discuss our approach to managing each phase of the program, giving consideration to the fundamental practice of controlling cost, time, scope, and quality.

Project Understanding

It is very critical for the City to hire an experienced consultant who has planned, designed, and constructed this type of complex conversion project.

Keith & Schnars possesses this unique experience.

The process will begin with the City's request of a "ball park estimate" from FPL regarding the cost of conversion. At the time of the request, a well-defined conversion area with existing utility plans, surveys, plat drawings, etc. will be submitted. In addition, the desired phasing of the conversion will be noted on plans. FPL will review these items and submit an estimate of the cost.

After reviewing the estimate, if the City decides to approve and implement the conversion, the City will then need to request a detailed "binding estimate". Due to the complexity and time required to estimate such a conversion, a non-refundable engineering deposit will be required by FPL. If the City decides to proceed with the work contained in the binding estimate, the amount of deposit will be applied toward the estimated amount owed to FPL for the conversion. Work must commence within 180 days from the date the binding estimate is provided.

At this time, the City should begin the process of securing easements for underground and above ground facilities. In order to initiate construction, the City will be required to pay the remaining portion of the conversion cost, less the engineering deposit.

In 2007, the Public Service Commission approved FPL's 25% Governmental Adjustment Factor (GAF) waiver for local government sponsored projects. In order to be eligible for the GAF waiver, a project must meet a series of criteria/standards outlined by FPL, which include:

1. In order for the conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the conversion must include 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas. The conversion may be completed in multiple phases, with the project size applying to the aggregate project – provided that any necessary subsequent phase begins within a one (1) year period from completion of the prior phases.

2. The City must require all customers within the conversion area, who currently have overhead service directly from the existing overhead facilities, to convert their services to underground within 6 months of completion.

3. The City must be willing and able to execute "Right-of-Way" agreements with FPL.

Obtaining easements with private properties is typically the most difficult aspect of the conversion process. The time required to secure easements may even exceed the 180 day binding estimate timeframe. It is our experience that most of the easements, if not all, should be secured prior to requesting the binding cost estimate. Again, these varied nuances, within such a complex process, make it critical for the City to hire a highly skilled and experienced team.

In our previous conversion projects, K&S utilized project planning to ensure that all the required standards were fully satisfied and the 25% waiver was successfully awarded.

Project Management Techniques, Controls, Program and Technologies

The Project and Construction Management Consultant (PCMC) is responsible for ensuring that professional management is applied to the planning, design, and construction of the project(s) from inception to completion for the purpose of controlling cost, time, scope, and quality. The PCMC's core team is made up of planners, engineers, construction managers, schedulers, estimators, financial specialists and other experts as needed. These professionals are found within



the prime consultant, and within the various specialty firms that make up the PCMC's team. Supplementing the core team with part-time professionals helps keep the core team efficient. A staff of administrators, technical professionals and managers normally support the program as well. The City may add additional roles and responsibilities to the PCMC's portfolio if needs arise. The PCMC works most effectively as an integral part or extension of the City's staff. For the purposes of budgeting staff needs for Program Management, certain levels of approximate staff involvement are assumed (in terms of full-time equivalents "FTEs").

The mainstay of program management is the Program Management Plan (PMP); which is approved by the City and defines the vision, implementation strategy, schedule and budget criteria, policies, procedures, and standards for the Program. The PMP is the master reference document for the Program Management team and provides guidance to consultants engaged throughout the life of the program, from inception through planning, design, and construction. The PMP provides a level of continuity and standardization across the program to facilitate time and cost effective communications and decision making. It serves as the City's formal process for reviewing, evaluating, prioritizing, documenting, approving, implementing and maintaining all of its projects within the program.

Based on our best practice initiatives, the City may establish a Program Management Office (PMO) to oversee and implement all projects with the PMP. The PMO concept is a management process that is seamlessly integrated and planned collaboratively. The PMO organization or team will be a well-coordinated, fully-integrated and high performing group. The group will have the role and responsibility to oversee the program delivery within five key functional areas:

1. Understand the City's needs and translate them into a capital program.
2. Set a project delivery strategy, define the project functions and select project teams to deliver them.
3. Control program execution through budgets and schedules, procedures, documentation, and communication.
4. Effectively close the program.
5. Collect and institutionalize best practices and lessons learned.

Cost Management

Cost management is fundamentally different in program management than in a single project. The traditional view of cost control is that one makes estimates, establishes a budget, works diligently to prevent scope creep and hits the budget at the end of the project. Variability and uncertainty of pricing are potentially more of a problem in a program than a single project. Since no one entity can control those price events, the PCMC will recommend adjustment mechanisms. Budgeting and estimating are predictions of future costs and are rational processes, but bidding can be irrational and unpredictable. The project budgets are based on estimates of cost (planning, design, construction, O&M). These budgets will likely anticipate inflation and each project budget will likely include a contingency to cover the unknown and provide some ability to react to surprises. A program is not to be managed as a series of independent projects, each with its own contingency; otherwise it is highly likely that the program will exceed the original budget.

Over the duration of a program, there will be cost swings, above and below a core inflation rate, driven by temporary market conditions. Therefore, with a program which has many projects, there is a tendency for the price valleys to get filled with scope increases, and the peaks are climbed with unplanned supplemental appropriations. The inevitable price fluctuations may cause program overruns. The PCMC's cost management approach focuses on viewing the program budget as a whole and managing the valleys by shunting the values they create into program contingency.

From target price to final cost commitment, cost management and control underpins every activity on the program. The PCMC establishes a Work Breakdown Structure (WBS) for each work element of the program utilizing the quantities and cost established in our estimates.

At the project level, cost control includes monitoring project quantities, ensuring that "scope creep" and other elements that influence project costs are addressed before they become issues. It also includes establishing cost metrics and reviewing trends over the course of the project that confirm material costs, productivity rates, and cost trends that could potentially impact the project. With our open book approach, these costs are transparent and available to the City and allow the entire program or project team to measure and improve our cost performance.

Budget & Cost Monitoring

The PCMC, with the cooperation of the City, will verify the program budget based on the initial scope definition, phasing, and packaging. The PCMC will record, forecast, and monitor costs throughout the program from planning to construction. As projects are awarded, the project estimates are replaced with actual committed amounts, plus allowances for unknowns or contingencies. As scopes are defined and as costs become definitive, the program budget is updated to reflect the latest cost to budget comparisons. Once actual cost growth trends can be measured, the PCMC can utilize the data to recommend decisions in managing the overall program budget. The objective is to manage the incurred costs, estimated costs, and costs to complete in order to stay within the program budget.

Funding & Cash Flow

The PCMC, with the cooperation of the City, will forecast cash flows, not only based on the initial budget assessments, but continually throughout the life of the program as costs are defined and forecasted. Using time and cost management techniques, the PCMC will keep the City informed of cash needs for the development of the program financial plan, for bond issues (if applicable), and for normal contract payments. The PCMC, through data provided by the other City staff and consultants, monitors the payment procedure for processing payments to consultants and contractors in accordance with their contract requirements.

Design Phase Cost Management

The PCMC's responsibilities for cost management during design include management of design costs, the estimated costs of facilities under design, and the overall program costs. Management of program costs during design involves a disciplined application of the program's procedures and processes for allocation of project and program contingencies. The PCMC will maintain up-to-date local market construction cost information and pricing indices to confirm the accuracy of construction cost estimates and budgets. The PCMC controls costs during design of utility and undergrounding by balancing design resources and by promoting design efficiencies such as standardization of systems in general use within multiple projects.

Construction Phase Cost Management

The PCMC develops the construction program budget based on the initial scope definition, phasing and construction packaging. The PCMC records, projects and monitors construction program costs throughout the program. As project contracts are awarded, the project line item estimates are replaced with the actual committed amounts, plus allowances for unknowns or contingencies. The PCMC can add value by monitoring market conditions, conducting contractor outreach workshops, and adjusting contract packaging and the timing of bid advertisements to attract more competition. Large programs can often affect local construction markets. When projecting and managing the budget for the programs we will bear in mind hurricane season conditions. At times program costs may be affected by the need for interim facilities ("swing space") and for entities displaced by project construction. The PCMC minimizes these costs by requiring designers to allow for construction phasing.

Risk Management

The PCMC, with the cooperation of the City, will initiate a Risk Management Process. The Risk Management Process is a method by which risks to the program (e.g. to the scope, deliverables, timescales or resources) are formally identified, quantified and managed during the execution of the projects across the entire program. The process includes completing a number of actions to reduce the likelihood of occurrence and the severity of impact of each risk. A Risk Management Process is used so that every risk is formally identified, quantified, monitored, and avoided, transferred or mitigated.

Information Management Method of Reporting on the Project Status

Communication at all levels within the program management team is important. It is critical that the PCMC communicate constantly on issues related to planning, design, costs, schedules, and other program concerns. The PCMC is responsible for establishing an environment that facilitates and encourages program stakeholders to communicate regularly and effectively. Communication and information management tools

include the use of check lists to track progress of the project teams, meeting minutes, action item lists, and records of telephone calls. These tools will also include a system for disseminating the information to the project team to keep everyone informed and on task.

The PCMC will establish the reporting criteria, format and performance metrics for a critical path schedule, manpower, cash flow curves, work placement rates and cost compared to budget reports. The PCMC will monitor program performance by chairing or facilitating project review briefings, which will cover safety, quality, schedule, cost, and operational issues.

Document Control

Working with the City establishes procedures for document control, record keeping and file retention. The PCMC also defines document control procedures for continuity and consistency among all projects. The PCMC will also establish and implement the management system necessary to receive, record, track, distribute and file all documentation. The ability to manage the flow of documentation effectively is absolutely critical to program communications and decision making. The procedures for identifying, duplicating, and the method of handling and storing records are established early in the program. During the construction phase, the PCMC works with the Construction Contractor(s) to assure the adequacy of the document control process.

Management Reporting

The PCMC is responsible for the reporting system that is established early in the program. The system will facilitate creation and production of Construction Management reports. The value of the reports hinges in large part on the accuracy of the data. Ideally, the reports reflect the status of the program in real time. The PCMC's approach is to create a reporting system that captures the progress of every contract every week. This is feasible, even for multi-million dollar programs. The Construction Management section of the program report summarizes status and issues of scope, cost, quality, safety and schedule for all of the projects within the program. The PCMC monitors the type, format, frequency, and distribution of the report for the City.

Coordination and Communication

The PCMC provides coordination and leadership to the planners, designers, construction managers,

contractors and other entities involved in meeting the program requirements. One of the PCMC's challenges is to understand the roles and responsibilities within the City's organization and program team in effort to determine what information needs to be communicated to whom and when. If all communications with the consultants and contractors are through any one person or organization, then there is either a delay in decision making or the program becomes overly reliant on the judgment and communications of one entity. However, if there isn't a certain amount of structure to formal communications, then there is loss of quality, at best, and chaos, at worst, with no one in charge and no one accountable. The PCMC will implement and foster a work environment of open communication with the right procedure and documentation at the right level. The PCMC will establish this balance with procedures and reporting requirements so that communications flow with continuity and organization across the program.

The PCMC continually monitors the program by measuring progress of each project, identifying the key interfacing milestones among projects and their impact on the program, and by facilitating actions of all the stakeholders to accommodate individual project needs while avoiding impacts to the program as a whole. The goal is to maximize the efficiency of the program from planning through construction.

Program Progress Meetings

The PCMC conducts periodic program progress meetings and provides periodic performance reports to City. These meetings are conducted with representatives of the various projects. The PCMC will follow established City protocols or recommend new protocols and procedures as appropriate. Where the City's protocols are lacking, the PCMC will establish the reporting criteria, format and performance metrics such as a critical path schedule, manpower, cash flow curves, work placement rates and cost compared to budget reports. The PCMC will monitor program performance by chairing or facilitating these project review meetings, which may cover safety, quality, schedule, cost, and operational issues. These meetings and the information presented will provide the basis for decision making and coordination among the various stakeholders. Typically program meetings are scheduled once a month; with smaller individual meetings held more frequently or as needed.



Management Information Systems (MIS)

The PCMC will evaluate, recommend and implement a comprehensive web-based project management system to supplement and complete any existing systems. This will allow for continuity of information reporting as the program expands. Typically, we utilize Prolog, a web-based project management tool, to track program and project costs, progress, budgets, commitments, variances, and projections. Prolog stores and links a comprehensive library of project information, allowing easy access of this information. We use Oracle's Primavera P6 software to prepare our critical path resource loaded schedules. When appropriate to meet our client's needs, we utilize MS Project Planner or ASTA Project scheduling software. Lastly, we use Timberline software with our team's extensive cost history database to prepare cost estimates. These systems are linked together in an integrated web-based project management system. The system can be accessed from any internet station through our secure interface. Customizable reports will be developed and presented to the City which will provide the project team meaningful real-time information. The exchange of information and collaboration between internal and external team members such as City's, subcontractors, and partners keeps the team fully informed and engaged in the delivery process.

Change Management

The PCMC, with the cooperation of the City, will establish the change management procedures and reports. The PCMC monitors the change management process for all contracts. Whether the change is to a design contract or construction contract the authorization, notice and direction to the designer/contractor must be documented and the process managed in a time and cost effective manner. The PCMC will render sound guidance to the City so that decisions relative to change can be handled effectively.

Means and Methods for Initiating, Managing, and Responding to Request for Information

It is common in the industry for contractors to pose questions using a formal document called a request for information ("RFI"). This is a standard project management tool. What distinguishes this process for the program is that the PCMC will establish more formal control and provide group access to the information to facilitate open communication and speed to resolution. The PCMC will consider for use an electronic RFI process in which the contractor, PCMC and designer can all view each RFI via a program server or a secure internet website as determined through the MIS. Each RFI is numbered and the time to resolution is recorded in an RFI log.

Other variations to the traditional project management RFI process are the Request for Change ("RFC") and the Request for Explanation ("RFE"). Often, contractors will pose change requests using the RFI tool. Because change requests take longer to review and resolve, the PCMC will establish an RFC process, similar to the RFI process, with a longer review period for RFC's. The RFE is the opposite of an RFI. An RFE is initiated by the City or project manager and is posed to the contractor. For example, the City or project manager may issue an RFE if the contractor were failing to prosecute critical path work items. Because the RFE has seen limited use in the industry to date, there is not a generally accepted time frame for contractors to respond to RFE's. The PCMC will allow the contractor the same time to respond to a RFE as the designer has to respond to a RFI.

Claims Management

The PCMC, with cooperation from the City, establishes methods and procedures to minimize the potential impact of claims through prompt, equitable, and consistent resolution strategies for notices of intent to claim. The objective is to address contract changes with minimal disruption to the ongoing program construction effort. The PCMC monitors the claims management process. Resolving claims on one project may have a direct impact on other projects. The PCMC will make recommendations that will minimize the overall impact on the program. This sometimes means that individual contractors suffer greater impacts as part of a program than they would otherwise experience for the same event in a stand-alone contract. The program procedures and construction contract documents should address the management of claims including merit evaluations, entitlement evaluation, negotiations and settlement procedures, handling of disputes, and appeal procedures.

Quality Management Quality Assurance and Value Engineering Programs

The PCMC and the City will establish the quality standards for the program and the procedures for meeting the contract requirements. Quality procedures will delineate responsibilities for Quality Control (QC) and for Quality Assurance (QA). QC is defined as the operational techniques and activities that are used to fulfill requirements for quality. QA is defined as all those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality. The PCMC monitors and provides oversight during the design process and works with the construction contractor(s) to assure quality during the construction process. ***Whether the City chooses to perform QC directly or whether it chooses to only provide QA of the designer's or contractor's quality programs, the PCMC implements and establishes a method of measurement to achieve the quality requirements of the program.***

A critical component of the design review process is consistency. The designer, whether self-performed by the PCMC or contracted, will understand the standards and expectations against which the design will be evaluated clearly, and this will be consistent from beginning to end. The same review team will be involved at each stage of the design process whenever

practical. This provides consistency and efficiency, resulting in better value to the City and better quality for the project. The PCMC reviews the designs to verify consistency with design criteria, regulatory requirements and constructability considerations. The PCMC also monitors the design team's compliance with the program's quality management plan and document control plan. Steps to enhance design quality include peer reviews of designs and periodic audits of the design manager's records.

The PCMC makes sure that all projects are adequately managed so as to achieve the same quality standards set for the program. QC and QA responsibilities will be clearly defined in the design and construction documents. The PCMC, working in conjunction with the construction contractor(s), monitors the performance of the construction team's inspection and testing for QC and QA so that all projects are consistently inspected to the quality standards established for the program.



Value Engineering

The PCMC will seek to improve the individual designs, drawing on lessons learned from earlier projects through construction RFI's, bids, and shared experience within the program and industry. The PCMC seeks opportunities for cost and time savings through value engineering and applicable peer reviews. For instance, Building Information Modeling (BIM) brings the previously separate functions of planning, design, construction, commissioning and maintenance/management together as an integrated whole. With the increased emphasis on life-cycle cost of construction, the PCMC may work with the City to establish criteria for all phases of the program to optimize the flow of information among all the participants in the program. The PCMC facilitates constructability reviews for project designs. The PCMC also reviews construction estimates prepared by the designers and prepares independent check estimates so that the project is within budget.

Procurement Management

The PCMC may develop and update a procurement schedule, including schedule development as needed for program elements. Additionally, PCMC may develop organization structure for a procurement team and incorporate outputs into the overall PMP. The outline provides a general guide for the process and tasks to be performed for any procurement(s) required by the program.

- Request for Qualifications (RFQ)
- Request for Proposals (RFP)
- Solicitations
- Notices & Advertisements
- Bidder's interest campaigns
- Bid Documents
- Information to Bidders
- Bid Opening & Evaluation
- Compliance Monitoring
- Coordination of City purchased equipment & materials
- Permits, Insurance, Labor Affidavits
- Project Labor Agreements
- Pre-Bid Meetings
- Bid Opening Meetings

Construction Contract Packaging

The PCMC will assist the City with shaping the overall design program into executable contract packages that meet the program's scheduling and operational needs. In this effort, the PCMC focuses on the integration of the overall design program and how the various design packages will be scoped, designed, phased, and scheduled to comply with the City's goals. This can be particularly challenging when construction of a large program must fit within the City's current envelope of on-going transportation operations.

The PCMC role is instrumental in the construction contract development, utilizing either standard contracts or assisting the City in developing a customized construction contract that meets the program needs. Depending on those needs, the PCMC may also provide recommendations and assistance with alternative construction delivery methods.

Program Planning & Environmental Management

The PCMC may provide resources to coordinate, perform, or manage a variety of planning, environmental coordination, and support requirements which can be expected to arise during the life-cycle of the program. It is not anticipated that planning and environmental evaluation will be necessary based on the nature of the work. However, the PCMC is prepared to execute if the need arises.

Project Phases Proposed Tasks and Deliverables for both Phases of the Project

The PCMC's role is to manage a program of multiple projects or large projects with multiple elements.

Program Deliverables

1. Program Management Plan (PMP)
2. Integrated Office & Staff Plan
3. Budget & Cost Monitoring Monthly Report



Exhibit "A", RLI E-01-18

4. Cash Flow Report & Spend Curves
5. Master Schedule
6. Milestone Schedule
7. Schedule Updates
8. Schedule Revisions & Revised Schedules
9. Schedule Maintenance Reports
10. Risk Management Plan
11. Risk Register
12. Risk Register Maintenance Reports
13. Management Information System
Recommendation Report (MISRR)
14. Primavera P6 Software
15. Microsoft SharePoint Software
16. Program Website
17. Program Telephone Hotlines
18. Construction Phase Coordination and
Communication Procedures
19. Coordinate and Sponsor Program
Construction Progress Meetings
20. Construction Phase Budget & Cost
Monitoring Reports
21. Construction Phase Cash Flow Reporting
22. Construction Phase MIS Reporting of
Requests for Information, Change, and
Explanation
23. Construction Phase Change Management
Reporting & Guidance
24. Construction Phase Claims Management
and Reporting
25. Construction Phase Quality Standards
Monitoring and Reporting
26. City Purchased Material & Equipment
Recommendations
27. Record Drawing Standard Requirements,
Monitoring, & Reporting
28. Construction Phase Document Control
Procedures, Monitoring, and Reporting
29. Construction Phase Management Reporting
30. Construction Phase Completion

Procedures, Data Collection, and Monitoring

31. Construction Phase Maintenance
Management, Reporting, and Guidance
32. Construction Phase Activation
Management, Reporting, and Guidance
33. Construction Phase Administrative Close-
Out Management & Reporting
34. Construction Phase Program Evaluation
Report

Design Phase

During the design phases, the PCMC will focus on the overall design aspects and how they will interrelate, rather than on individual design of various projects. However, it is the smaller individual projects that comprise the program that must all come together to deliver a complete and functional finished product. The PCMC, with the cooperation of the City, is responsible for directing and in some cases performing the production of designs to meet the objectives within the context of the program constraints. The PCMC is also responsible for integrating all of the program elements and the individual projects. All of the elements of program management, including cost and time management, are required during the design phase. The PCMC's role is to manage scope, schedule and budget of the overall program.

Design Organization & Structure

The PCMC's organization structure is established in a way that the required resources are available to complete designs for individual projects within the required schedule, budget, and quality standards. The structure is sufficiently flexible to provide a balanced pool of resources during periods of uneven workload.

Design Development Management

Design development considers projects which are designed simultaneously, in overlapping sequence, or in series. The PCMC keeps focus on the overall design program to deliver coordinated work products. The PCMC monitors design contract costs as well as construction budget estimates for consistency with overall program budgets. The PCMC establishes a comprehensive design review process; and advises the City of any deviation from approved program standards of performance.

- Easement Acquisition
- Survey Control and Topographical Data
- Geotechnical Engineering
- Concept Design & Engineering
- Preliminary Engineering
- Subsurface Utility Engineering
- Utility Agreements
- Utility Relocation Engineering
- Final Design & Engineering (Construction Drawings)
- Permitting Engineering Plans
- Bridging Documents for Alternative Delivery

Design Phase Deliverables

1. Design Quality Management Plan;
2. Evaluation of the current plans for FPL proposed relocation corridor;
3. Evaluation FPL preliminary cost estimate;
4. Comments and recommendations to City on FPL preliminary relocation plans and cost estimate;
5. Evaluate the impacts on business, residential properties and traveling public of the proposed relocation corridor and develop a detailed Public Involvement Plan to address stakeholder outreach strategy to address concerns and define how public outreach will be managed;
6. Conduct a Design Kick-off meeting to coordinate the existing design plans with the other UAO's;
7. Finalize FPL binding cost estimate;
8. Finalize the easement locations;
9. Submit 60% and 90% construction plans including landscape detail to City for review and comment;
10. Draft contract documents, specifications, construction estimate to submit to City for review and comment;
11. Finalize all documents for bid package;
12. Permitting Assistance;

13. Anticipated permits;
14. Initiate advanced utility relocations design and procurement packages if applicable; and
15. Optional GIS maps that will document all of the City's new underground facilities as well as valves, meters, boxes, and appurtenances that can be used for asset management or maintenance records.

Construction Phase

The PCMC is responsible for the construction management, engineering, inspection, and reporting of all aspects of the construction phases. The PCMC's objective during construction is to expedite and enhance the efficiency of the construction process through planning, organizing, providing structure, communicating openly and facilitating the process. The PCMC will do this while focusing on fulfilling the City's scope, cost, quality and time requirements for the entire program. This is best achieved by committing to create an environment in which contractors can be productive. The operative characteristics are clarity, flexibility, speed, and efficient program processes.

Construction Phase Deliverables

Pre-Construction Conference

In coordination with the construction contractor, the PCMC will conduct a pre-construction conference during which the PCMC will review the reporting procedures, site operations and other contractual requirements.

Onsite Management and Construction Phase Communication Procedures

The PCMC will provide and maintain a management team on the project site to provide construction administration and the PCMC will establish and implement coordination and communication procedures among the PCMC, City, and contractors.

Contract Administration Procedures

The PCMC will establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contractor schedule adjustments, change orders, substitutes, payment requests and the maintenance of

logs. The PCMC will maintain daily job reports created by the consultant construction managers. The PCMC will be the party to whom requests for information, submittals, contractor schedule adjustments, substitutes, change order requests and payment requests will be submitted.

Project Site Meetings

Periodically the PCMC will conduct meetings at the project site on behalf of the City and the PCMC will conduct coordination meetings with all consultants, the City and contractor. The PCMC will record, transcribe and distribute minutes to all attendees.

Coordination of Other Independent Consultants

Technical inspection and testing provided by the contractor or others will be coordinated with the PCMC. The PCMC will be provided with a copy of all inspection and testing reports on the day of the inspection or test or when issued. The PCMC is not responsible for providing, nor does the PCMC control, the actual performance of technical inspection and testing. The PCMC is performing a coordination function and is not acting in a manner so as to assume responsibility, in part or in whole, for all or any part of such inspection and testing.

Review of Requests for Changes to the Contract Time and Price

The PCMC will review the contents of a request for changes to the construction contract time or price submitted by a contractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the PCMC's analysis reveals that the request is valid, the PCMC will prepare a detailed report to the City for approval.

Quality Review

The PCMC will establish and implement a program to monitor the quality of construction. The purpose of the program will be to guard the City against defects and deficiency in the work of the contractor. The PCMC will transmit to the Design-Builder a notice of nonconforming work and may reject work when it is the opinion of the PCMC that the work does not conform to the requirements of the contract documents. Except for minor variations, as stated herein, the PCMC is not

authorized as part of this service to change, evoke, enlarge, relax, alter, or to release any requirement of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents.

System Certification, Activation, Operations and Maintenance Materials

The PCMC will periodically evaluate the quality documents for compliance with the system certification plan. The PCMC will notify the City of any issues with the quality documents, as discovered, to confirm the issue is addressed prior to the system certification and Functional Testing. The PCMC will collect, review, and compile the appropriate Quality documents for preparation of the system certification submittal to the primary carrier, FPL. The PCMC will receive all operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the project from the contractor, in accordance with the contract documents.

Substantial Completion

In consultation with the contractor, the PCMC will determine when the project and the contractor's work are substantially complete for functional testing, system certification, and City acceptance. In consultation with the contractor, the PCMC will, prior to issuing a Certificate of Substantial Completion, prepare a list of work that does not conform to the contract documents. This list will be attached to the Certificate of Substantial Completion.

Final Completion

After consulting with the contractor, the PCMC will determine when the project and the general contractor's work is completed and, following completion of corrections, will issue a Certificate of Final Completion to the City.

Master Schedule

The PCMC will adjust and update the Master Schedule and distribute copies to the City and contractor. All adjustments to the Master Schedule will be made for the benefit of the project.

Contractor's Construction Schedule

The PCMC will review the contractor's construction schedule and will verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the master schedule.

Construction Schedule Report

The PCMC will review the progress of construction on a monthly basis, will evaluate the percentage complete of each construction activity as indicated in the contractor's construction schedule and will review such percentages with the contractor. This evaluation will serve as data for input to the periodic construction schedule report that will be prepared and distributed to the City and contractor. The report will indicate the actual progress compared to scheduled progress and will serve as the basis for the progress payment to the contractor. The PCMC will determine and recommend alternative courses of action that may be necessary to achieve contract compliance by the contractor.

PCMC Review of Time Extension Requests

The PCMC will, prior to the recommendation of a change order, determine the effect on the master schedule of time extensions requested by the contractor.

Recovery Schedules

The PCMC may require the contractor to prepare and submit a recovery schedule as specified in the contract documents.

Schedule of Values

The PCMC will, in participation with the contractor, determine a schedule of values for each of the construction phases. The schedule of values will be the basis for the allocation of the construction contract price to the activities shown on the contractor's construction schedule.

Allocation of Costs to Contractor's Construction Schedule

The contractor's construction schedule will have the total construction contract price allocated among the

scheduled activities so that each of the activities will be allocated a price and the sum of the prices of the activities will equal the total construction contract price. The PCMC will review the contract price allocations and verify that such allocations are made in accordance with the requirements of the contract documents. Progress payments to the contractor may be based on the contractor's percentage of the completed activities based on the construction schedule report and the contractor's compliance in accordance with the contract documents. This could also be determined by an agreed upon schedule of values.

Change Order Control

The PCMC will establish and implement a change order control system. All proposed City-initiated change orders will first be described in detail in writing by the City to the PCMC and then will be forwarded in a Request for Change Proposal (RCP) to the contractor, accompanied by technical drawings and specifications prepared by the PCMC or other consultants under contract to the City. In response to the RCP, the contractor will submit to the PCMC detailed information concerning the costs and time adjustments, if any, necessary to perform the proposed change order work for evaluation. The PCMC will review the contractor's proposal, will discuss the proposed change order with the contractor and endeavor to determine the contractor's basis for the cost and time to perform the Work. The PCMC will also review as applicable, the effect, if any, on the guaranteed maximum price or lump sum price. The PCMC will present its findings to the City and, following the City acceptance, will prepare the change order documents for signature by the contractor and City. Upon execution of the change order documents between the contractor and City, the PCMC will prepare change order documents for signature by the affected City if the contractor-City change order materially affects the PCMC task scope, duration, and budget. The PCMC will verify that the work and any adjustment of time required by approved change orders have been incorporated into the contractor's construction schedule.

The PCMC will review the contents of all contractor-requested changes to the contract time or price, endeavor to determine the effect, if any, on the total construction contract cost. The PCMC will provide the consultant construction manager a copy of each change request, and the PCMC will, in its evaluations of the contractor's requests; consider the consultant construction manager's comments regarding the proposed changes. The PCMC will present its findings

to the City regarding the proposed changes and at the City's direction, will prepare the change order documents for signature by the contractor and the City. Upon execution of the change order documents between the contractor and the City, the PCMC will prepare change order documents for signature by the affected City if the contractor-City change order materially affects the PCMC task scope, duration, and budget.

Cost Records

In instances where a lump sum or unit price is not determined prior to performing work described in an RCP, the PCMC will request from the contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the contractor in performing the work.

Trade-Off Studies

The PCMC will provide trade-off studies for various minor construction components. The results of the trade-off studies will be in report form and distributed to the City and contractor. The PCMC will coordinate with the City and contractor to determine the definition of a minor change and major change in regards to the scope of work, budget, and schedule for each phase.

Progress Payments

In consultation with the consultant construction manager, the PCMC will review the payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work. The PCMC will make appropriate adjustments to each payment application and will prepare and forward to the City a progress payment report. The report will state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report will be the payment application that will be signed by the PCMC and delivered to the City. The City will make payments that are due to all contractors, suppliers, and material men within terms of the contract documents. Receipt by the PCMC of payment from the City is a condition precedent to payment to its subconsultants.

Schedule Maintenance Reports

The PCMC will prepare and distribute schedule maintenance reports during the construction phase. The reports will compare the actual construction dates

to scheduled construction dates of the contractor and to the master schedule for the Project.

Project Cost Reports

The PCMC will prepare and distribute project cost reports during the construction phase. The reports will specify actual project and construction costs compared to the project and construction budget.

Project and Construction Budget Revisions

The PCMC will make recommendations to the City concerning construction changes that may result in revisions to the project and construction budget.

Cash Flow Reports

The PCMC will prepare and distribute cash flow reports during the construction phase. The reports will specify actual cash flow as compared to projected cash flow.

Progress Payment Reports

The PCMC will prepare and distribute the progress payment reports. The reports will state the total construction contract price, payment to date, current payment requested, retainage and actual amounts owed this period. Included in this report will be the payment application that will be signed by the PCMC and delivered to the City.

Change Order Reports

The PCMC will periodically prepare and distribute change order reports during the construction phase. The report will list all City-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work. The report will also include similar information for potential change orders of which the PCMC may be aware.

Contractor's Safety Program

The PCMC will review the safety programs of the contractor and confirm that the contractor has established safety programs as required by the contract documents.



Record Documents

The PCMC will coordinate and expedite submittals of information from the contractor for preparation of record drawings and specifications, and will coordinate and expedite the transmittal of such record documents to the City.

Organize and Index Operations and Maintenance Materials

Prior to final completion of the project, the contractor will compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner. This information will then be provided to the PCMC. The PCMC will review, confirm and deliver the Operation and Maintenance Materials to the City.

Organize and Index System Certification Materials

Prior to final completion of the Project the PCMC will compile System Certification Materials and bind such documents in an organized manner. This information will then be provided to the City.

Occupancy Permit

The PCMC will assist the City in obtaining an occupancy permit by accompanying governmental officials during inspections of the project, preparing and submitting documentation to governmental agencies and coordinating final testing and other activities.

Close-Out Reports

At the conclusion of the project, the PCMC will prepare final project accounting and closeout reports.

Communications & Outreach Management

The PCMC will coordinate, support, and oversee the production of deliverables, resources, outreach, written materials, and other communications and outreach activities for the entire program or individual projects within the program.

Communications & Outreach Deliverables

The PCMC will serve as an informational clearinghouse for the City and may utilize the following tools:

- 1) Program/Project Website(s): - The PCMC Communications Team may build, maintain, and update.
- 2) Team Visits - The PCMC Communications may represent the program at previously scheduled community events, at the discretion of the City.
- 3) Social Media Accounts - The PCMC Communications Team may maintain and update program social media accounts (i.e. Twitter, Instagram, and Flickr).

4) Tours and Field Trips - The PCMC Communications Team may give tours and host field trips on behalf of the program, as directed.

5) E-mail System - The PCMC Communications Team may answer e-mails from program or project accounts; may distribute e-mail blasts to the public on behalf of the general program or on behalf of specific program elements via services similar to Mailchimp, and maintain program e-mail subscription lists in services similar to Mailchimp.

6) Talking Point Assistance - The PCMC Communications Team may develop talking points for the City regarding progress, highlights, and policy updates, as directed by the program lead.

7) Printed Collateral - The PCMC Communications Team may produce printed collateral for the general program or specific elements of the program, including flyers, fact sheets, newsletters, mailers, FAQs, informational display boards, and more.

8) City Reports - The PCMC Communications Team may provide information to the City as needed for reports, including Title VI reporting from public meetings/visits, and also for preparing City's Annual Report, a stand-alone summary report outlining all accomplishments and progress for the fiscal or reporting year.

9) PowerPoint Presentations - The PCMC Communications Team may produce PowerPoint Presentations for the general program or specific elements of the program for use at briefings for the public or an invited audience.

10) Strategic Engagement - The PCMC Communications Team may provide strategic engagement to specific populations related to the program, and in doing so in the setting and style deemed most appropriate by the Team and by the program lead.

11) Branding and Graphic Assistance - The PCMC Communications Team may make updates to the program's brand, brand guidelines, and graphics that reflect the brand, as needed.

12) Interagency Coordination - The PCMC will support City's engagement with relevant agencies, both within the public realm as well as external agencies. Support may include gathering research, conducting background analyses, convening meetings, and preparing materials for meetings, etc.

13) Photos - The PCMC Communications Team may take photos of program elements and sharing them with the client and public.

14) Advertising - The PCMC Communications Team may provide advertising for the Program at the discretion of the program lead.

15) Videos - The PCMC Communications Team may produce videos sharing program progress or program highlights, as budget allows.



Time Management

In 2007, the Public Service Commission approved FPL's 25% (GAF) waiver for local government sponsored projects. In order to be eligible for the GAF waiver, a project must meet series of criteria outlines by the FPL.

It is very critical to understand these criteria and incorporate into the master schedule.

K&S as the PMCM will recommend and establish procedures for planning and monitoring compliance with the FPL criteria and program time line as developed by the Master Schedule. The PCMC, with the cooperation of the City, will evaluate and confirm the overall phasing of the program and contract packaging. After the logic, sequencing, and interfacing milestones are defined, the PCMC develops the program schedule including overall durations and critical path of the program considering the previous commitments made by the City and the project stakeholders. The PCMC will incorporate the time management elements into various program deliverables including the program float based on a risk assessment of potential time impacts.

Early development and regular maintenance of a master schedule provides the road map for effective and efficient delivery of the City's program. A well-designed schedule identifies commitments, priorities, and sequence requirements, allowing the team to efficiently map out the level of effort and resources to be employed on the program. The program team uses the schedule to work hand-in-hand with the City to lay out the plan, identifying interfaces and ensuring key milestones are met. In turn, this affords the opportunity to not only identify and resolve risks sooner, but also to mitigate potential impacts to cost and schedule. The benefits gained include a reduced number of change orders, increased timely completion, and a better return on client investments.

Approach to Project Scheduling and Coordination of Subcontractors

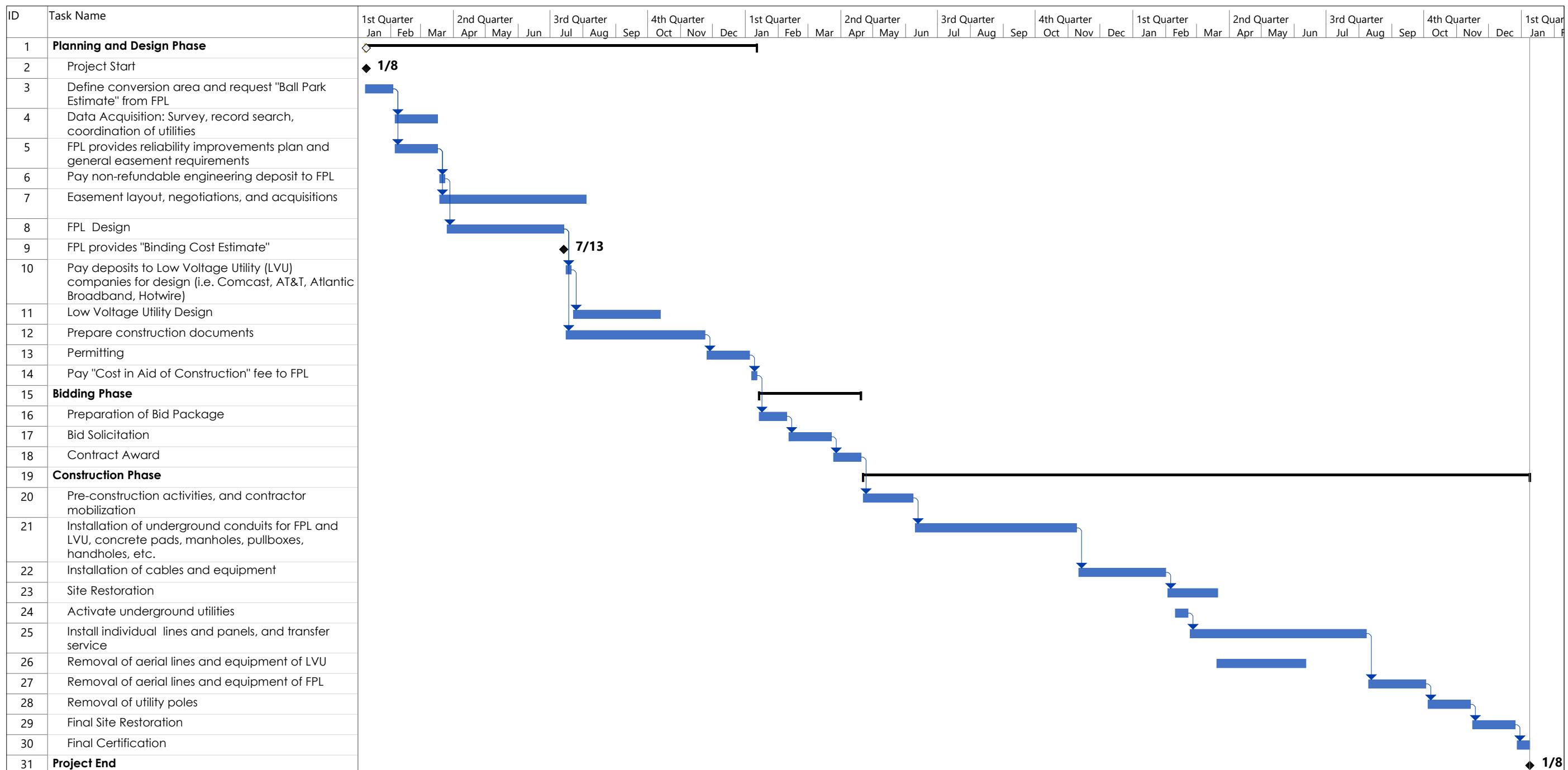
The PCMC will formulate the program schedule with appropriate regard for controlling activities among multiple contracts. This process will create a critical path that will move among the various contracts through the life of the program. Interface plans that describe and detail the areas of overlap as well as the coordination issues among contractors may be generated. Interface plans become particularly valuable when the program

includes phased access release areas that one contractor gains from another while both are actively under way. A line on a plan that delineates one contractor's work area from another's is invaluable in providing clarity. By carefully depicting the space and time of interface points, the PCMC can mitigate a major source of dispute and delay. Once the program schedule is set, the PCMC will track progress against it and encourage the team to look further and further ahead to identify variances in the making. By identifying schedule departures in advance, the PCMC has time to develop workaround plans and implement mitigation measures before the issues impact progress.

During the construction phase, the PCMC will incorporate the contractors' CPM schedule updates into the program schedule. Project activities may be adjusted in order to maintain the most efficient and effective program schedule considering an optimum balance of time, cost, safety and quality goals. The individual contractor baseline schedules form the basis for evaluating and resolving time-related contract claims. The program schedule is the best tool for making program level decisions when there are schedule conflicts between or among projects.

The K&S team serving in the role of the PCMC will provide a full-range of planning and scheduling services to keep the program on track and will ensure all major milestones are met. Planning and scheduling services include the development of key milestones; project master schedules; CPM schedules, including design, procurement and construction activities; and critical path analysis reporting. Monthly progress reports will be developed and issued to the client to keep it informed on all aspects of the project.

The following model schedule on the next page represents a 3+ pole line mile conversion project.



CONTINUING CONTRACT FOR ENGINEERING AND
PROJECT MANAGEMENT CONSULTANT, OVERHEAD
UTILITIES CONVERSION TO UNDERGROUND
E-01-18

CONCEPTUAL PROJECT SCHEDULE (3+ POLE LINE MILES)

**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

RLI NUMBER E-01-18

Federal I.D.# 59-1406307

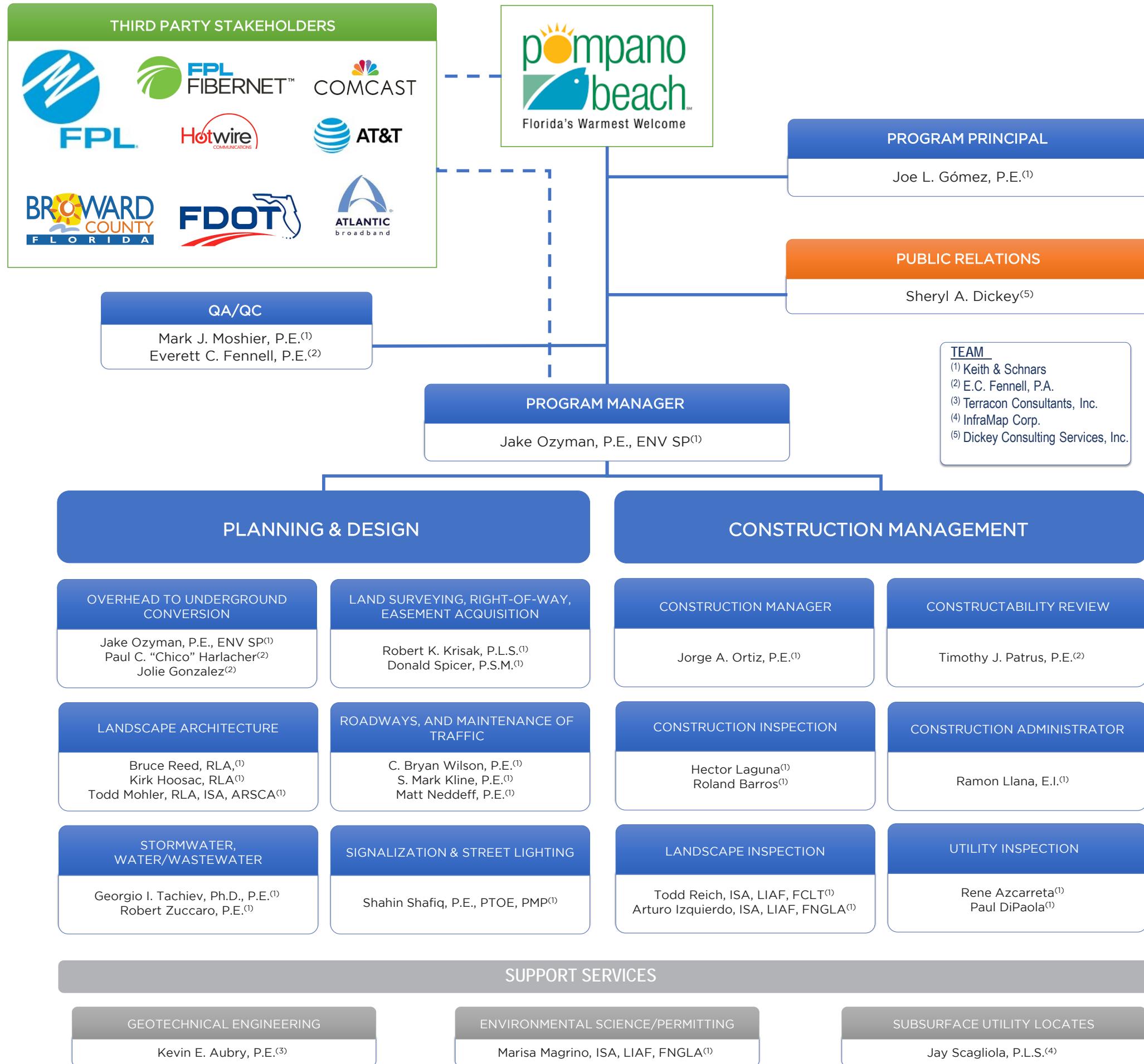
PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Joe L. Gómez, P.E.	40	B.S. Civil Engineering
Project Manager	Jake Ozyman, P.E.	20	M.S., B.S., Engineering
Asst. Project Manager	Jolie Gonzalez	16	B.S., Electrical Engineering
Other Key Member	Sheryl A. Dickey	30	B.S., Social Work
Other Key Member	Everett C. Fennell, P.E.	43	B.S., Electrical Engineering

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering	E.C. Fennell, P.A., 701 Northpoint Pkwy, West Palm Beach, FL	Everett C. Fennell, P.E.; Jolie Gonzalez, Paul C. Harlacher, Timothy J. Patrus, P.E.
Other Key Member	Dickey Consulting Services, Inc., 1033 NW 6th Street Fort Lauderdale, FL	Sheryl A. Dickey, Justina Hicklyn
Other Key Member	InfraMap Corp., 1680 Old Okeechobee Road, West Palm Beach, FL	Jay Scagliola, P.L.S.
Other Key Member		
Other Key Member		

(use attachments if necessary)



Staff Qualifications

Our greatest asset is our people. For this unique project, we have customized a team to leverage the knowledge and experience of our technical resources to effectively meet your goals. Most of our team members have a long history of successfully completing complex projects, creating a stable leadership core to guide long-term strategies and daily operations.

The K&S team has provided professional management to the planning, design, and construction of many projects that are similar in depth and breadth to this endeavor.

However, the unique qualities of this project are rarely duplicated with strong community support, and a client willing to embrace consultant support and guidance. The entire K&S team recognizes the close intimate relationship the community shares with the City government. Therefore, our team's approach embraces the quaint fundamentals of delivering a capital project for the taxpayer of the community.

Our Approach begins with leadership. A project delivery team is often identified by its Leadership. Jake Ozyman, P.E., ENV SP is K&S' proposed Program Manager and the City's primary point of contact. Jake has more than 20 years of experience and served as Project Manager for the Utility Undergrounding and Conversion Project in the City of Sunny Isles Beach. Jake will work closely with our key management and engineering team to make sure this project is as is conducted in an efficient manner. We also have tremendous local resources available to assist local staff, as needed, to meet the City's distinctive requirements.

Leadership is only successful with the strong and committed support of willing and qualified resources. The K&S team is a local team with access to a deep bench of professional service resources. We have prepared, and made available, a group of consultants that can cover the anticipated work load and scope of work to deliver the program to convert the City of Pompano Beach's aerial and overhead utilities to underground utilities.

A full-service roster of local staff located to serve the City

To meet these diverse challenges and fully address the needs of your program, we bring a powerful and proven partnership between K&S and ECF - two highly qualified

firms, made up of exceptional team members with a long history of successfully completing projects with similar requirements and challenges on-time and on-budget. We bolstered this partnership with Dickey Consulting Services, Inc. (DCS), a firm known for its Public Outreach capabilities. K&S and DCS have worked together locally educating the public about buried infrastructure costing millions of dollars. This is a challenge we have managed together for numerous infrastructure projects with dozens of clients in South Florida. For all material testing, geotechnical and environmental services, we have added Terracon Consulting Engineers & Scientists, Inc. (Terracon) to our team. Terracon's experience and reputation is unmatched in the industry. Rounding out our team and to provide additional support services for underground utility locates is InfraMap Corp.

Essentially our approach addresses two critical functions; Administration and Technical Guidance and Oversight. Administratively, in order to effectively manage the program of projects, K&S' Program Manager will ensure professional management is applied to the planning, design, and construction of the project(s) from inception to completion for the purpose of controlling time, scope, and quality. Technically, we will provide design, engineering, and architectural resources to produce design packages that will be constructed. Our technical resources are prepared to evaluate, verify, and recommend value added components when designs are not produced by the K&S team's resources. Program support roles are secured for construction cost estimating, finance and governance recommendations, data management, scheduling, risk management, and operations and maintenance commissioning.

The K&S team recognizes the magnitude of this project for the City and its community. Therefore, one of the most critical aspects of our Approach is to develop and manage relationships with everyone who might be impacted by the project. The K&S team has proven best practices and techniques for identifying stakeholders, analyzing their influence on the project, and developing strategies to communicate, set boundaries, and manage competing expectations.

Keith & Schnars

The project scope essentially has two critical functions; Administration and Technical Guidance and Oversight. Administratively, in order to effectively manage the program of projects, K&S' Program Manager Jake Ozyman, P.E., ENV SP will apply professional management to the planning, design, and construction of the project(s) from inception to completion for the purpose of controlling time, scope, and quality. Over the past 2 years, Mr. Ozyman served as the project manager for design and construction of the Utility Undergrounding and Conversion in the City of Sunny Isles Beach. The first phase of the project was undergrounding along 4.1 miles of the SR-A1A/Collins Avenue and 1 mile of Atlantic Boulevard. Originally scheduled to start in April 2016 and last 12 months, the first phase had a hard stop deadline of May 2017 due to the upcoming FDOT Resurfacing, Restoration, and Rehabilitation (RRR) project. Under Mr. Ozyman's watch, the first phase of the project included over 250,000 linear feet of conduit and was completed in mid-April 2017, ahead of schedule and on budget.

During the construction of the first phase of the project, there were many condition changes that could have easily jeopardize the project schedule and budget. Mr. Ozyman's ability to "pivot" when conditions changed; and call upon our deep bench of resources to meet schedule commitments was the key of success.



Similar Project Experience



Project Name:	Utility Undergrounding and Conversion
Location:	City of Sunny Isles Beach, Miami-Dade County, FL
Size:	\$12 Mil. (Phase I and Phase II)
Contact:	Mr. Paul T. Abbott, Owner's Agent, ptgbhtl@aol.com, 305.773.6255
Start:	February 2013 (Design), April 2016 (Construction of Phase I)
Finish:	January 2015 (Design), April 2017 (Construction of Phase I)

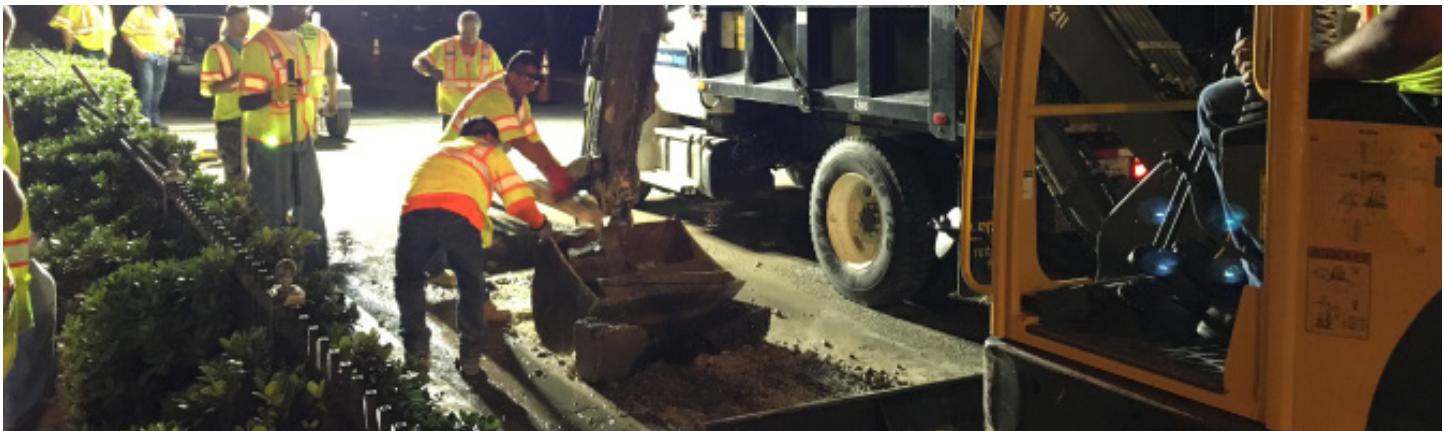
The K&S team provided Professional Engineering, Surveying and Construction Management services to The City of Sunny Isles Beach necessary for the undergrounding of all overhead electric, and low voltage utilities (AT&T, Atlantic Broadband, Comcast, Hotwire, and City of Sunny Isles Beach) within the city limits of Sunny Isles Beach. The general scope of this program included the design and coordination all utility providers, utility design and negotiations; consolidated construction plans; required permitting (local and state), providing design milestone cost estimates and budgets. For all the phases, the scope of work included the preparation of documents for the solicitation of construction work, and procurement. The undergrounding program consists of 3 phases:

- Phase I: SR-A1A/Collins Avenue
- Phase II: Atlantic Boulevard
- Phase III: Golden Shores Neighborhood

Phase I: This phase of the program included SR-A1A / Collins Avenue from Haulover Beach County Park to 196th Street (4.1 miles), within the FDOT's right-of-way. Design portion of this phase is completed in late 2015. The construction commenced on April 2016 and completed on April 2017. Entire Phase I was completed at night due to the intensity of pedestrian and vehicular traffic in the area.

Phase II: Second phase of the program includes Atlantic Boulevard Corridor from NE 175th Terrace to 183rd Street (1 mile). Design portion of this phase is completed in May 2017. The construction commenced on June 2016 and it is ongoing with scheduled completion date of November 2017.

Phase III: The third and final phase of this program is the Golden Shores Neighborhood. This phase is currently in the planning stages.



Project Name:	Undergrounding of Overhead Utilities
Location:	City of Fort Lauderdale, Broward County, FL
Size:	\$7.5 Mil. (Estimated)
Contact:	Hal G. Barnes, P.E., Assistant City Manager, hbarnes@fortlauderdale.gov , 954.828.5065
Start:	2013
Finish:	Ongoing

The City of Fort Lauderdale retained the services of K&S to facilitate efforts to place existing overhead utilities underground through special assessment within interested neighborhoods. Acting as an extension of city staff, Keith & Schnars is tasked with providing project coordination, design, construction documents, bid analysis, assessment methodology and appraisal, creation of assessment role, presentation to commission, periodic construction observation, final certification and adjustment to assessment role.

The process identified under the current ordinance allows for progression of projects upon receipt of consent from 70% of the voting residents within each neighborhood. Under the current scenario, conceptual estimates are developed with information from FP&L and franchise utilities.

As the City's consultant, K&S has played a significant role in discussions with utilities, drafting of ordinances, attending meetings with HOA's, and answering programmatic questions from commissions. To date, four neighborhoods which includes 892 residences have signed-on: Idlewyld and Riviera Isles, which includes 3 pole miles of existing overhead utilities to place underground, Las Olas Isles which includes 3.1 pole miles and Seven Isles which includes 2.8 miles. All three neighborhoods will involve close collaboration with FPL, Comcast, AT&T, City staff and Homeowners Associations. Idlewyld/Riviera Isles are currently in the design phase while the Las Olas Isles are in the early planning stage. Seven Isles will follow close behind.

One of many obstacles in completing these projects is the relatively narrow right-of-ways on these Isles. Because the residents do not wish to grant easements, FPL equipment will need to be placed in the right-of-way making clear zones and clearances around the equipment a critical challenge.

Project Name:	Waterworks 2011
Location:	City of Fort Lauderdale, Broward County, FL
Size:	\$556 Mil.
Contact:	Hal G. Barnes, P.E., Assistant City Manager, hbarnes@fortlauderdale.gov , 954.828.5065
Start:	2005
Finish:	2014

K&S has assisted the City of Fort Lauderdale with The Water Works 2011 program. This is a \$556 million water and sewer infrastructure upgrade program implemented by the City of Fort Lauderdale. Completion of the program was intended to coincide with the City's 100-year anniversary in 2011, and K&S played a major role in the successful implementation of this initiative.

As part of the Water Works 2011 Program, K&S had been involved in surveying; utility designation; geotechnical engineering; civil engineering design of the water/wastewater systems; preparation of contract documents including specifications for bid, quantity and cost estimating; permitting services and on-site representation (construction management). K&S was also involved in reviewing and assisting the City with responses to shop drawing review, RFIs, field changes and construction observation/inspection services for various projects in the program including:

- Lauderdale West & Sunset North Communities (Septic Area 3)
- Shady Banks (Septic Area 5)
- River Run, Flamingo Park and Oak River (Septic Area 4)
- Edgewood (Septic Area 8)
- River Lands & Woodlands Communities (Septic Area 2)
- Chula Vista (Septic Area 19)
- Dorsey Riverbend/Washington Park (Septic Area 18)
- Miami Road Sanitary Sewer Improvements
- Sunrise Key/Sunrise Intracoastal Water Main Improvements
- Oakland Park Large Water Main
- NE Large 12" Water Main Improvements
- 48" Water Main Improvements
- Imperial Point Water Main Improvements
- Harbor Beach Inspection Services
- Phase I System Wide Pump Station Upgrade Inspection Services
- Group V Pump Station Inspection Services
- Pump Station Lauderdale Manors/Melrose Inspection Services
- East Las Olas Isles/Seven Isles Utility Improvements Inspection Services

The K&S services provided review of all testing results and as-built surveys. Our responsibility also included project closeout documentation and permit certifications with applicable regulatory/agencies.

The projects listed above include water and sewer improvements in approximately 20 neighborhood communities totaling approximately 50 miles of new gravity sewer, 19 new lift stations, 19 miles of new water main and 5 miles of new force main. The designs included conventional open cut design and trenchless technologies, such as jack and bore and directional drill. The Oakland Park Water Main project included a directional drill of approximately 1000 LF of 30" water main across the Intracoastal Waterway. The Imperial Point Project included approximately 1000 LF of 16" water main across the FEC RR and South Fork Cypress Waterway Canal.



Project Name:	Design/Build Services for West Avenue Improvements
Location:	City of Miami Beach, Miami-Dade County, FL
Size:	\$15 Mil.
Contact:	Bruce Mowry, Ph.D., P.E., City Engineer, brucemowry@miamibeachfl.gov , 786.759.8941
Start:	2015
Finish:	2017

K&S is the lead designer for this design/build project which consists of construction of the West Avenue Bridge over Collins Canal and extension of West Avenue from 17th Street to West Collins Canal, reconstruction of Dade Boulevard between Venetian Causeway and Alton Road, construction of pedestrian bridge over Collins Canal and associated side street reconstruction to tie in adjacent road construction that is being completed by others on Bay Road, West Avenue, and Sunset Harbor Drive.

Lead Design services includes developing construction documents for the proposed roadway improvements, which includes: road construction for the extension of West Avenue from 17th Street to 150' North of Dade Boulevard, centerline alignment and profile of roadway and bridge elements, analyzing existing and installed drainage system, signing and marking plans for roadway and bridge elements, analysis and design of new traffic signals, analysis of existing lighting systems and proposed modifications, post design services which includes shop drawing review and responses to RFIs. In addition, Keith & Schnars is providing lead designs services to include performing topographic survey and Right-of-Way survey, structural design analysis and construction plans for: vehicular bridge to carry West Avenue over Collins Canal that will accommodate both vehicular and pedestrian traffic, mast arm structures, retaining walls, pedestrian bridge over Collins Canal from Lincoln Court to Dade Boulevard. Post design services which includes shop drawing review, responses to RFIs and permitting.



E.C. Fennell, P.A.

ECF has a unique combination of resources and experience that is ideally suited to successfully meet all of your project needs. With their hands on experience as owners, operators and consultants, the knowledge they bring to execute efficient design and construction of energy facilities, state, regionally and nationally, will enhance the project team's capabilities. They pride themselves on their ability to complete projects expeditiously, safely and efficiently.

Examples of projects the ECF participated in or had direct relevant and lead technical experiences are included on the next page:





Distribution Project Experience

Client	Project Name	Description
FPL	Cable Contractor Lead Services	We assemble crew job package and give to crew GF, order material, staking if needed, ensure any environmental requirements are met, obtain all necessary switching orders for the crews, monitor progress of project to ensure due date will be met, set up any customer outages needed, remove any barriers that may hinder crew's progress, address customer complaints/inquires, and obtain all necessary switching orders for the crews. Perform crew safety visits at a minimum of 3/ week, approve any additional work the crews request beyond what is engineered on job print, ensure post project restoration work is completed satisfactorily, attend weekly project status/workload conference calls, and work with FPL PL in completing job in WMS and assist in closeout and payment process. Some Cable Services CPL's also do AMS data updates and run reports from WMS for the FPL manager and are also available for storm restoration assistance.
FPL	Condition Assessment Contractor Lead Services	This involves the visual detailed foot assessment survey on overhead distribution feeders. The purpose of the assessment is to locate and identify any potential problems with overhead equipment that could affect the reliability of the feeder. Each feeder is surveyed using a visual criteria that identifies disconnect switches that have Damage, Corrosion, are Misaligned, or have Flashed Insulator(s), Broken Insulator(s), Missing or Blown Arrestor Stations and are usually in an open or closed position. We perform a thorough and complete visual inspection designed to detect any and all potential problems that can affect the reliability of the line. A thorough and complete foot assessment involves a stop at the location of the equipment being inspected to ensure all potential problems are identified.
FPL	Crandon Park and Trividia Health Facility	It was requested by FPL for ECF to provide engineering services for a 750kW UPS(Uninterruptable Power Supply) optional standby unit for the Crandon Park tennis center and the Trividia Health Facility. The UPS was used to mitigate voltage sags, surges, and momentarys which occur when both customers lost power and had to be switched over to an emergency feeder. In order to achieve this, the UPS was engineered in series with the customers in coming utility service after the service meter. Since this was after a service meter installation, ECF produced signed and sealed engineered drawings which were used to secure a permit from the building department in order to start construction. The clients criteria for the installation of the UPS was that it had to be removable from the customers' existing utility service, so it could be relocated and used at another site. ECF was challenged with not only this criteria but also making sure the customer maintained utility power while the UPS was being removed. ECF was able to achieve this, leading to the project completed successfully and on schedule.



Client	Project Name	Description
FPL	Install Automatic Field Switching SSN Communication equipment System	Installed Antenna, SSN ebridge Radio, Substation Communication Platform and other site upgrades to support FPL Distribution System Automatic Field Switching installation.
FPL	Hardening Contractor Lead Services	We perform pre project constructability meetings Lead Services with project designer and GF. Receive work package from FPL admin tech - ensure all necessary paperwork is included and attend project pre construction meetings. We order material, staking if needed, ensure any environmental requirements are met, ensure tree trimming is completed if needed and obtain all necessary switching orders for the crews. Monitoring progress of project to ensure due date will be met, set up any customer outages needed, remove any barriers that may hinder crews progress, address customer complaints/inquiries, and perform crew safety visits at a minimum of 3/week. We approve any additional work the crews' request beyond what is engineered on job print, ensure post project restoration work is completed satisfactorily, and attend weekly project status/workload conference calls. We work with FPL PL in completing jobs in WMS and assist in closeout and payment process and are available for storm restoration assistance.
FPL	Smart Grid Florida - IED technical support	Project work involved the configuration (programming field devices) of radios that are paired with intelligent electrical devices (IEDs), program management and technical troubleshooting of Automated Feeder Switches (AFS) and their associated communications, as well as process and application improvement support.
FPL	Smarts Grid Devices FCI(Fault Current Indicators) 2017 Deployment	The Remediation Team is responsible for identifying The malfunction of smart devices and trouble shoot diagnosis and resolutions of any issue in collaboration with the other group part of the Reliability program. The Forensic Storm Team prepares to respond after natural event (Storm/ Hurricane/ Tornado/ Flooding) to track and diagnosis any effect on the functionality of the smart grid devices. We also respond efficiently to bring back up service from unit damage cause by natural events. We patrol any part of the Distribution or Transmission lines that are part of the FPL Electric Grid. The Field Service Group Smart Devices troubleshoot field service for the Smart Devices in some of their components to design and maintain the reliability of the communications of the devices. This is done to visualize through multiple applications the signals from the system and data analysis is collected to increase the reliability of the electric system. This is all done with the goal to minimize the time response under emergencies as well as normal service interruptions for customers, and providing data accuracy and geography data to respond more efficiently.



Power System Studies Project Experience

Client	Project Name	Description
Anza	Transmission System Study	Develop a conceptual design for several interconnection options and performed a lifecycle cost analysis which includes all initial and future capital expenditures, plus all appropriate operating costs required to develop and maintain an operational facility.
FPL	Arc Flash Analysis of 13kV Distribution System to Ensure	An analysis of all 13kV feeders applying the IEEE1584 Arc Flash Guidelines for 8cal/cm ² incident Energy level was completed. A study determined that the SynerGEE Arc Flash module incident energy calculations are in 100% agreement with the IEEE spreadsheet results at the 13kV voltage level.
FPL	Distribution Field UG Vault	Distribution Field UG Vaults for network systems.
FPL	Distribution Field UG Vault	Distribution Field UG Vaults for network systems.
FPL	Distribution Relay Vault Design	Prepared a Specification for a Prefabricated Distribution Relay Vault and reviewed associated drawings prepared by FPL. This was a permanent prefab relay vault that will be a similar size to the building previously developed by FPL for its Roberts/Magnolia Transmission Substations, but for the distribution station. Additionally, ECF put together a spreadsheet for use when ordering the building to support the specification by defining who would be providing what items, including how they will be delivered.
FPL	GSU Protection Relay Panel	Developed an FPL System Relay Standard and Specification for the GSU Protection Relay Panel.
CPV	Various (8) Locations Combine Cycle Plants	Negotiated interconnection agreements with electrical utilities, developed alternative interfaces, scopes of work and technical considerations associated interconnection Competitive Power Ventures generation to the electrical power system.
FPL, FL	Port Everglades, Hendry and Palatka Power Plants	Provided professional services in developing the conceptual scope of work and cost estimate for the changes required to FPL transmission substation facilities to support these future generation projects.
FPL, FL	Oakland Park Pompano 138kV	Existing wood pole structures replacement with new round spun concrete poles scope included developing PLS CADD Project model, selecting new route/poles locations, developing permit and construction drawings, cost estimates, construction packages, and ordering poles and materials.



Transmission Lines Project Experience

Client	Project Name	Description
FPL, FL	Oakland Park Sistrunk #2 138kV	Project initially started as a hardening project consisting of replacing existing wood pole structures with new round spun concrete poles. Due to the inaccessibility for construction and maintenance of existing wood structures to be replaced it was decided to relocate the portion of line on existing road right of way with a portion of the line sharing an existing distribution easement. Project scope included developing PLS CADD model, selecting new route/poles locations, developing permit and construction drawings, cost estimates, construction packages, and ordering poles and materials.
FPL, FL	Lauderdale Palm Aire 138kV	Project consisted of the replacement of three wood pole structures including two wood H Frames structures inside FPL Lauderdale Plant Right-of-Way. Project scope included developing PLS CADD model, selecting new route/poles locations, developing permit and construction drawings, environmental permitting support, cost estimates, construction packages, and ordering poles and materials.
FPL, FL	Airport Dade 138kV Line	Project consisted of the replacement of existing wood pole structures and relocation of a portion of line thru Dade County School Board property/park. Project scope included permitting support for a new easement thru Dade County School Board property/park, replacing/upgrade of existing 556 ACSR conductor to 954 ACSR conductor, evaluation of existing structures and insulators for new conductor size, developing PLS CADD model, developing permit and construction drawings, cost estimates, construction packages, and ordering poles and materials.
FPL, FL	Coast Myakka 138kV line ampacity upgrade	Currently working on an ampacity upgrade study on a section of line to increase ampacity from 1015A @75C to 1320A @ 115C and the replacement of five existing double circuit concrete H Frames with two new singles circuit round spun concrete poles. Project scope includes developing PLS CADD model, performing survey point clearance evaluation, selecting poles locations for the double circuit concrete H Frames replacement, developing permit and construction drawings, environmental permitting support, cost estimates, construction packages, and ordering poles and materials.
Alcan, Canada	Grounding and Shielding Study	Performed an evaluation and testing of approximately 50kM of 345kV line counterpoise grounding and bonding system to determine the line risk exposure to lighting strikes and the effective grounding of the towers.



Joe L. Gómez, P.E.

Program Principal

As a Program Principal, Mr. Gómez is responsible for the overall success of the program from conception to completion. Customer satisfaction is of utmost importance to Mr. Gómez, who works closely with clients as a liaison to staff members to ensure timeliness and fiscal responsibility.



Years of Relevant Experience

Depth of Experience:

- Hands-on Utility Undergrounding Experience
- Served as Principal on >50 projects
- Dispute Resolution Expert

Education:

B.S., Civil Engineering, Florida International University, 1981

Professional Registrations:

Registered Professional Engineer, FL #35526

Professional Affiliations:

Florida Engineering Society – Board of Directors, Miami Chapter

Mr. Gómez has over 39 years of diverse civil engineering, construction and program management experience. He has managed and directed large-scale projects including major multi-level interchanges, arterial corridors, and bridge replacements. Mr. Gómez is also a construction dispute resolution expert, having served on several Dispute Review Boards (DRBs) for FDOT and MDX. In addition, he has significant experience in the areas of public and community involvement, interagency coordination and traffic management systems. He is responsible for primary client contact, scope development, as well as contract negotiations and strategic planning.

Mr. Gómez is a former Director of Operations at Florida Department of Transportation District VI (Miami-Dade and Monroe Counties) where he was in charge of 500 employees and \$350 million annual budget.

Relevant Experience

Utility Undergrounding and Conversion, Sunny Isles Beach, FL: Principal-in-Charge for \$12 million - 5.1 miles of utility undergrounding and conversion program within the Florida Department of Transportation's right-of-way. Under Joe's watch, Phase I of the program is completed on time and on budget, Phase II is currently being constructed and the Phase III is being planned. Joe was instrumental on coordinating and building consensus on various parts of the program with FDOT.

I-395/SR-836/I-95 Project FDOT District 6, Miami-Dade County, FL: Currently serving as an owner's representative for the I-395/SR-836/I-95 Public Private Partnership (P3) Project. This P3 is a partnership between FDOT and the Miami-Dade Expressway Authority (MDX), and involves three projects that will be constructed concurrently. The three projects include:

- I-395 Improvements: The limits on I-395 are from the SR-836/I-95/I-395 (Midtown) Interchange to the MacArthur Causeway, approximately 1.4 miles long. The project will completely reconstruct the existing interstate and create a signature bridge that will span 1,025 feet over NE 2nd Avenue and SR-5/Biscayne Boulevard redefining the Miami skyline with its six sweeping arches.

- SR-836 Improvements: The limits on SR-836 are from NW 17th Avenue to the Midtown Interchange. This project is a continuation of MDX's work program to modernize the SR 836 corridor. The improvements on SR-836 include the construction of a Viaduct (elevated bridge) that begins just east of the toll gantry at NW 17th Avenue, rising over the center of SR 836 allowing drivers to bypass the I-95 Interchange touching down at I-395 west of I-95.
- I-95 Concrete Replacement Project: The limits for the improvements on I-95 are from NW 8th Street to NW 29th Street and include the total replacement of the concrete pavement for both the northbound and southbound travel lanes. This portion of the project will also enhance safety, ride ability and durability of I-95 along the project limits.

NE 13th Street CEI Services, Contract #19196, Fort Lauderdale, FL: Project Manager for reconstruction of NE 13th Street from NE 8th Avenue to FEC R/R. The project includes adding bike lanes, removal of existing traffic signal and construction and new roundabout, bio-swales and new street lighting.

SR-5/US-1 Overseas Highway (from MM 93 to MM 97), Tavernier, FL: Project Manager and Engineer of Record for 4 miles of US-1 in the Florida Keys. The project included milling and resurfacing, improving shoulders, adding drainage and the addition of a new northbound 10 foot wide emergency shoulder. Included support during construction phase.

NW 52nd Street/NW 102nd Avenue CEI Services, Contract #G0049, Doral, FL: Project Manager - Providing Construction, Engineering and Inspection services for this \$3.0 million project for The City of Doral. This project is a Local Agency Program (LAP) off-highway system. The project includes the construction of a new French drain system, upgraded pedestrian improvements including ADA detectable warning devices, pedestrian signal heads and solar powered rectangular rapid flashing beacons for added safety at crosswalks, milling and resurfacing and new bicycle lanes.

Construction and Program management Experience with FDOT District 6:

- SR-A1A/General Douglas A. MacArthur Causeway Reconstruction - \$43M
- SR-A1A/General Douglas A. MacArthur High Level Bridge Replacement - \$75M
- Brickell Avenue Bridge Replacement - \$22M
- I-95 Widening and Pavement Reconstruction from NW 8th Street to NW 151st Street - \$110M
- I-95 HOV Flyover at Golden Glades Interchange - \$42M
- US-41/Tamiami Trail from SR-826 to SW 127th Avenue Widening and Reconstruction - \$60M
- SR-826/Palmetto Expressway Section 1 from US-1 to SW 66th Street Widening and Reconstruction - \$82M
- SR-826/Palmetto Expressway Section 12 from NW 158th Street to NW 119th Street Widening and Reconstruction - \$105M



Years of Relevant Experience

Depth of Experience:

- Managed 2 Utility Undergrounding Programs with 1 already constructed
- Served as PM on >30 projects

Education:

B.S., Engineering, 1997
 M.S., Construction Management, 2009
 New York University

Professional Registrations:

Registered Professional Engineer,
 FL #74421

Envision™ Sustainability Professional

Professional Affiliations:

Board Member, Miami-Dade County
 Shoreline Review Board

Jake Ozyman, P.E., ENV SP

Program Manager

As the Program Manager, Mr. Ozyman will serve as your main point of contact, participate in required meetings, and manage and support the entire staff assigned to the project. He is one of the only few engineers in south Florida that has designed, constructed and delivered a utility undergrounding program.

Over the past 20 years, Mr. Ozyman has successfully managed numerous utility, infrastructure, roadway, land development and water resources projects. He understands the key stakeholder/agency needs and requirements; meeting those needs without compromising on project goals or client budgetary and schedule requirements. He focuses on project intent; understands constraints and opportunities; and works collaboratively in a multi-disciplined environment. Some of Mr. Ozyman's recent experience includes serving in the capacity of Section Chief Engineer with the nation's largest utility agency in New York City for numerous projects.

Relevant Experience

Utility Undergrounding and Conversion, Sunny Isles Beach, FL: Project Manager in charge of design and construction of \$12 million - 5.1 miles of utility undergrounding and conversion program. One of the most visible project that the City undertook to this date, completed at night to cause the least amount of disruption. Originally scheduled to start in April 2016 and last 12 months, the first phase had a hard stop deadline of May 2017 due to upcoming FDOT's Resurfacing, Restoration, and Rehabilitation (RRR) project that is scheduled to start in June 2017. The first phase of the project included over 250,000 linear feet of conduit and was completed in mid-April 2017, ahead of schedule and on budget.

Utility Undergrounding, Fort Lauderdale, FL: Project Manager in charge of managing a \$7.5 million conversion of existing aerial utilities to underground facilities. The scope of this work involved existing utility research, utility design coordination and consolidated design plans for the conduit installation of existing utility providers including FPL, ATT and Comcast. Reconfiguration of residential roadway profiles resulted in a need to relocate existing City utilities including fire hydrants and sanitary sewer lift station equipment. Landscape reconstruction was also a substantial part of this project. The project involves close collaboration with resident HOA representatives, City officials and FPL to facilitate equipment placement and energizing. The project involves significant trenching along a very narrow right away and in an extremely sensitive neighborhood. Jake was also a key in effective public outreach and communication.

Norris Cut Sewer Outfall Tunnel, Virginia Key – Fisher Island, FL: Senior Project Engineer responsible of providing engineering services, and coordinating with permitting agencies regarding all of the ongoing permits for the \$72 million design-build project that will replace the existing 54-inch sewer force main for a 60-inch force main. The project scope consists of the installation of a one-mile precast concrete segmental tunnel from the Virginia Key Central District Wastewater under Biscayne Bay Norris Cut Channel to Fisher Island. The project elements include planning, engineering, design, permitting, procurement, construction/installation testing and startup for the new 60-inch replacement force main.

Victoria Park “A” (North) & “B” (South) Small Water Main Improvements, Fort Lauderdale, FL: Engineer of Record in charge of preparing design and construction documents for the installation of approximately 24,000 linear feet of 8” water main to replace aging 2” water mains within the City’s residential neighborhoods north of NE 6th Street between NE 7th and NE 20th Avenues (“A” North), and 29,000 linear feet of 8” water main to replace existing undersized 2” water mains within the City’s residential neighborhoods south of NE 6th Street between North Federal Highway and NE 17th Avenue. Mr. Ozyman prepared design documents for alignment, profile, service and hydrant connections, conflicts, existing utilities and sufficiency of details. In addition, he supervised permitting, and provided construction administration services to the assist the City with the bidding process.

Reconstruction of SW Guadalajara Street, Coral Gables, FL: Senior Project Engineer responsible for managing and developing design and construction documents for 1-mile of SW Guadalajara Street which provides an access to the Chapman Field Park. The project included roadway geometric design, storm water modelling and drainage design, permitting with South Florida Water Management District, roundabout design, parking facility design, domestic water system with horizontal drilling, signage and striping, and maintenance and protection of traffic schemes.

Construction of Large Diameter Wastewater Pipes, Willets Point, NY: Chief Engineer responsible of design review and approval of the contract plans in behalf of New York City Department of Environmental Protection (NYCDEP). Willet point is a 61-acre peninsula on the Flushing River in northern Queens, adjacent to Flushing Meadows-Corona Park and Citi Field. The New York City Economic Development Corporation (NYCEDC) had facilitated the redevelopment of this underutilized industrial area into a mixed-use development that will include retail, entertainment, hotels, a convention center, residential uses and public open spaces. New storm and sanitary sewer systems are being built in advance to support the new development. The new storm sewer system includes a new outfall to Flushing Bay, a precast concrete box culvert, cast-in-place manhole chambers, and a tide gate chamber, all of which are built on piles. The project included construction of a 36-inch diameter sanitary sewer, as well as two subbed connections in 126th Street; one 24-inch and one 16-inch. 36-inch diameter pipe was supported with piles due to the condition of the subsurface. The work included deep excavation below groundwater levels, sheeting and shoring, pile driving, precast pipes, and box culverts, cast-in-place and chambers.



Mark J. Moshier, P.E.

QA/QC

Mark will use his QA/QC experience and knowledge of Program Management to ensure the deliverables meet the expected level of quality.

Mr. Moshier has more than 40 years of experience in design and construction of roadway, infrastructure and bridge projects. Mr. Moshier served as District Construction Engineer for the FDOT District 6 for 8 years directing a multi-million dollar construction program for Miami-Dade and Monroe Counties. Throughout his career, Mr. Moshier has gained extensive knowledge of client processes and expectations, resulting in ultimate client satisfaction. His ability to proactively respond to client needs has made him greatly successful throughout his career. He is currently involved in the administration of several major complex highway, bridge, and infrastructure projects, including administration and management for FDOT District 6 General Engineering Consultant services contract. Mr. Moshier has experience in partnering principles and concepts.



Years of Relevant Experience

Depth of Experience:

- Program Management Experience
- Served as Principal on >50 projects

Education:

B.S., Civil Engineering, Clarkson University, 1977

Professional Registrations:

Registered Professional Engineer, FL #32016

Relevant Experience

Water Works 2011, Fort Lauderdale, FL: Mr. Moshier has directed construction engineering and inspection services for this \$556 million water and infrastructure program. Under the direction of Mr. Moshier, Keith & Schnars has provided in depth surveying; utility designation; geotechnical engineering; civil engineering design of the water/wastewater systems; preparation of contract documents including specifications for bid, quantity and cost estimating; permitting services and on-site representation (construction management). K&S was also involved in reviewing and assisting the City with responses to shop drawing review, RFIs, field changes and construction observation/inspection services for various projects in the program.

General Engineering Services Contract, Florida Department Of Transportation, District 6 (Miami-Dade and Monroe Counties), FL: General Engineering Services Contract: Contract Administration - This contract services as an extension of the Department's resources and support for a wide range of engineering, architectural, surveying/mapping, technical, management and administrative services. This contract also services to assist bringing to completion the production of numerous projects within the work program for District 6.

Key Deer Projects, Monroe County, FL: This grouping of 11 projects included 3 major and 8 minor construction contracts totaling in excess of \$26 million. The work included construction of 2 new bridges and roadway widening and roadway rehabilitation along the US-1 corridor. The scope also included use of Geo-wall construction, MSE wall construction, installation of new drainage, traffic signal and traffic counter installation, milling and resurfacing from Key West north to Key Largo. The majority of the projects entailed working in extremely environmentally sensitive and protected areas and the CEI portion of the fees totaled \$1.7 million.

FDOT District 6 Construction Engineer, Miami-Dade and Monroe Counties, FL: Responsible for the direction and administration of construction work program for Miami-Dade and Monroe Counties. Directed multimillion dollar construction program to ensure compliance with Departmental objectives, specifications and policies, FHWA requirements and Departmental goals. Administered all personnel and activities in the District 6 construction office.

FDOT District 6 Resident Engineer, Miami-Dade and Monroe Counties, FL: Responsible for contract administration and CEI projects in Miami-Dade and Monroe Counties. Negotiated contract changes, settled contract claims, developed manpower assignments, prepared and administered construction budget.



Years of Relevant Experience

Depth of Experience:

- 21 years of in-house experience with FPL
- Managed > 100 FPL projects

Education:

B.S., Electrical Engineering,
Tennessee State University, 1974

Professional Registrations:

Registered Professional Engineer,
FL #28510

Professional Affiliations:

Institute of Electrical and Electronics
Engineers

Power System Relay Committee/
Rotating Machine Subcommittee

Everett C. Fennell, P.E.

QA/QC

Mr. Fennell has over 40 years of experience and progressive responsibilities in the electrical power business. Providing services in project development activities, marketing, designing and studies for electrical facilities associated with an electrical utility infrastructure. His qualifications include hands-on planning, managing, designing, cost estimating and project management with a background of experience which includes extensive service with public and private-sector clientele including electrical utilities, large industrials, project developers and government entities.

Relevant Experience

Protection and Control Engineering Manager, FPL: Planned, budgeted, and managed the application of protection and control equipment for the distribution networks, transmission facilities, generation plants and customer interfaces from project inception through in-service. Responsibilities included; establishing procedures for managing and controlling projects; preparing design philosophy and standards; budgeting dollars, allocating resources and construction drawings; developing specifications and managing equipment procurement; construction management; coordinating engineering activities for FPL interconnections with others; and coordinating R&D activities.

Competitive Power Ventures - Negotiated interconnection agreements with electrical utilities, developed alternative interfaces, scopes of work, and technical considerations associated interconnection Competitive Power Ventures wind generation to electrical power system.

Florida Hydro - Perform a high level review of the Pacific Gas & Electric (PG&E) transmission system in the San Francisco, CA Bay area for locations to interconnect 10 MW and up to 200 MW blocks of water turbine generation.

Homestead Electric - Provide technical support in resolving the following Florida Reliability Coordinating Council, Inc. (FRCC) Compliance Monitoring and Enforcement Program On-site Compliance Audit Findings

Homestead Electric - Develop several modifications to HES power system to accommodate a new 138 kV interconnection between Florida Power & Light Co. (FPL) and HES Networks. Final recommendation was a new intertie by looping the FPL Davis to Florida City #2 138 kV Line and HES Lucy 138 kV Line at the new HES Redland Distribution Substation site.

Progress Energy Florida - Develop Relay Setting Guidelines for Transmission and Distribution Schemes. These Guidelines outlines the methodology for the preparation of settings for various Progress Energy Florida Relay applications.



Rochester Gas & Electric - Performed Power System Breaker Duty Study and provided finding report to Rochester Gas & Electric (RGE) summarizing the evaluation of their power system distribution breakers interrupting ratings.

FPL - Developed manual outlining the preparation of relay settings for a FPL Combustion Turbine Generator Protection System.

NextEra Resources Seabrook Nuclear Power Plant

- Performed relay setting study to determine the impact of unit uprating on the performance of existing relay protective devices. Also performed assessment of the existing protection schemes and made recommendations on relay upgrades to enhance/improve the unit protection.

Various Locations - Perform relay applications and setting studies for transmission lines, capacitor banks and interconnection of generation facilities around the country.



Years of Relevant Experience

Education:

B.S., Social Work, Ohio State University

Professional Certifications:

Charrette Planner, National Charrette Institute

Public Meeting Facilitator, National Charrette Institute

Sheryl A. Dickey

Public Relations Manager

Sheryl A. Dickey is a community and economic development professional with more than 30 years of experience and a track record of success in these areas. She brings a high level of energy and the ability to participate in a leadership or team member role to ensure successful completion of a wide range of projects. Owned and operated by Sheryl A. Dickey, DCS is an economic development, project management, public relations consulting firm. The company and its associates provide services to public and private enterprises, coordinating, implementing and promoting projects related to economic and community development, project management, international trade/business development, housing, public relations, public involvement, and other marketing initiatives. DCS has been in business for twenty years.

Relevant Experience

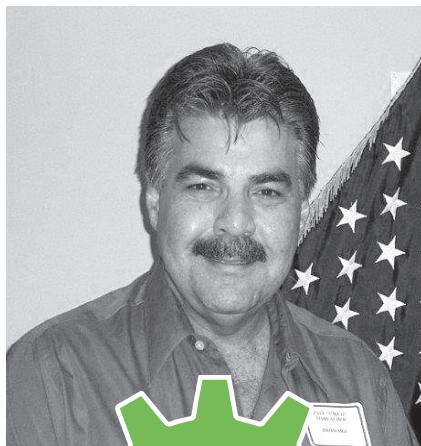
Water & Wastewater Services Neighborhood Improvement Program, Fort Lauderdale, FL: Dickey Consulting Services, Inc. provided support in the planning and implementation of Public Communication and Public Outreach activities for the Program Management Team. Accomplishments included the development and maintenance of stakeholder and community database for diverse elements of the City of Fort Lauderdale community. Developed and implemented media communication plans for positive public perception and support for the program to promote a positive image of the programs Management team. Developed communication and outreach activity plans. Provided translation services for Haitian and Hispanic residents in the community.

North Central County Neighborhood Improvement Project: Public Outreach efforts included composition of a database of homeowners and businesses. Prepared project collateral brochures, flyers, fact sheets, notification letters, news articles and public notices. Adhered to sensitive timelines to execute news releases, distributions, and event reminders. Coordinated and attended public meetings with established neighborhood associations, community groups, PTAs and business owners. The overall objective of the project was to provide support to the planning and implementation of program development, public communication, awareness and outreach.

Broadview Park Neighborhood Improvement Project,

Broward County, FL: Dickey Consulting staff attended and participated in community meetings scheduled by the residents' HOA project team, County staff and Commissioners. Staff also assisted with the coordination of meetings with the purpose of educating affected residents of the community. A media involvement plan was implemented and all public inquiries were documented and tracked accordingly. Outreach efforts required the development and implementation of surveys, fact sheets, news bulletins and various communication materials. We utilized partner graphic and printing firms to aid in printing of the materials used in conjunction with all media and public distribution.

Sistrunk Streetscape, Broward County, FL: Project tasks required the coordination of pre-construction public meetings for the community. Our experienced staff provided face to face site visits to monitor the various phases of project and ensured that deadlines were met. We prepared updated and distributed public service announcements that addressed project concerns throughout the life of the project. Our firm also performed document control services: scanning, validating and distributing documents to project team, and other pertinent parties.



Years of Relevant Experience

Depth of Experience:

- 41 years of in-house experience with FPL
- Managed > 150 FPL projects

Years of Experience with ECF: 3

Paul C. Harlacher

Undergrounding/ Conversion

Mr. Harlacher has over 44 years of experience of electric distribution. He is the author of FPL's procedures and guidelines for undergrounding and conversions.

Relevant Experience

Senior/Principal Engineer, Engineering and Project Management Group, FPL: Reviewed all Hardening projects, all municipal Overhead / Underground Conversion projects and all pole boring details for the FPL system. Provided support and or training in all aspects of the job to system improvement project managers, conversion project managers, distribution product engineers, relocation coordinators, designers, customer project managers in service centers, including FPL's policy, design practice, and use of distribution materials.

While reviewing and tracking just 10 conversion projects with 50 WR's, totaling 78k CMH and \$30.8 mil in 7 months during 2011-2012, he identified errors and omissions in designs that were sent back to designers for corrections with over \$5 million in changes.

Protection and Control Engineering Manager, FPL: Planned, budgeted, and managed the application of protection and control equipment for the distribution networks, transmission facilities, generation plants and customer interfaces from project inception through in-service. Responsibilities included; establishing procedures for managing and controlling projects; preparing design philosophy and standards; budgeting dollars, allocating resources and construction drawings; developing specifications and managing equipment procurement; construction management; coordinating engineering activities for FPL interconnections with others; and coordinating R&D activities.



Years of Relevant Experience

Education:

B.S., Electrical Engineering, University of Miami, 2001

Jolie Gonzalez

Undergrounding/ Conversion

Ms. Gonzalez is a highly qualified professional with over 16 years in the power industry. She has experience in developing the Distribution Contracts, and using SCADA and reliability data to determine reasons for customer outages.

Relevant Experience

Project Manager, FPL: Responsible for large geographic area and everything power related in that area, Responded to internal customer requests from numerous departments, Responsible for “owning” several main feeder lines which included patrolling, designing, and taking care of reliability concerns on those feeders, Assisted residential customers with proactive and reactive concerns such as leaning pole, low wire, and frequent outages.

- Used SCADA and reliability data to determine reasons for customer outages
- Increased reliability to meet 100% of the year’s targets by “owning” feeder lines
- Assisted in saving the company over 1 million dollars by reducing O&M spending
- Managed the largest area in the service center with over 1800 jobs

Designer Analyst During storm seasons, FPL: During storms, provided manager with reports indicating the number and location of power outages, Developed new reports based on manager’s needs, Analyzed data determining the best location to send crews and response personnel, using Excel and Cognos Data Warehouse. Created a new report that was implemented throughout the entire company.

Engineering Designer, FPL: Responsible for designing 20,000 construction man hours of design work a year, Designed Feeder Hardening projects, including using the Kema wind loading tool to determine the pole size and span distance, Designed relocation jobs for Relocation Coordinator, including projects for I 595, Designed PIP jobs for pole transfers and pole replacement. Designed an over 6000 man hour job to harden a feeder in the City of Hollywood, improving reliability dramatically.



Distribution Designer, FPL: Designed work requests to provide power for new and existing external customers, Evaluated network capacity to support the new load impact, Assisted Engineering lead with production reports, supported other designers and project managers with technical assistance.

- Coordinator for all contact between BellSouth and FPL
- Mentored all new employees as part of an employee retention program

Engineering Intern, FPL: Assisted engineers in designing and relocating electrical power lines, Organized Cantilever Street Sign project for all Broward County streets, Applied for city permits and prepared finished jobs for release to service center, Re-organized all railroad permits and scanned permit.



Years of Relevant Experience

Education:

A.A.S., Forestry, Paul Smith's College, 1977

Professional Registrations:

Registered Professional Surveyor and Mapper, FL #4641

Professional Affiliations:

Florida Society of Professional Surveyors and Mappers

Robert K. Krisak, P.L.S.

Lead Surveyor

Mr. Krisak has more than 40 years of experience in all phases of land and engineering surveying including topographic, boundary, hydrographic, as-built, construction layout and location surveys for highways, residential developments commercial projects and expert witness testimony. He has gained this experience through a variety of surveying-related positions, including instrument person, drafter, party chief, and field crew coordinator. Mr. Krisak is familiar with a wide range of state-of-the-art surveying equipment, and is experienced in project management, field survey supervision, office survey procedures, and staff power scheduling.

Relevant Experience

Utility Undergrounding and Conversion, Sunny Isles Beach, FL: Lead Surveyor in charge of preparing design survey for the entire corridor including the location of above ground permanent improvements such as asphalt, concrete, surface features of utilities, rim and inverts of gravity utility lines (sanitary, storm sewer), striping and elevations on an approximate 50' interval with intermediate high and low areas. Survey services included design surveys along Collins Avenue; design survey of 80+ FPL proposed easement sites; preparation of sketch and descriptions; design surveys of portions of 189th Street, 178th Street, Atlantic Boulevard, and NE 170th Street; Right-of-Way verification of 186th Street, 185th Street, 183rd Street, Atlantic Boulevard, and 178th Street.

Districtwide Surveying and Mapping Services, FDOT District 4, FL: Mr. Krisak serves as Quality Assurance Program Manager to ensure the high quality of our survey staff and deliverables for this continuing services miscellaneous contract in which we provide the district design surveys, parcel and right-of-way stake outs, digital terrain models (DTM), geodetic control, control surveys, Right-of-Way mapping, Right-of-Way (monumentation) surveys, maintenance mapping and parcel sketches.

Districtwide General Consultant Engineering Services Contract #1; Contract No.: (C-9J67); FM# 425144-2-32-01, Miami-Dade and Monroe Counties, FL: Mr. Krisak served as the Quality Assurance Program Manager for this FDOT District 6 Districtwide General consultant Engineering Services Contract #1.

Miami Miscellaneous Survey Contract, Miami-Dade County, FL: Mr. Krisak serves as the project manager, working on projects for the City. He has managed boundary and topographic surveys for City projects such as Miami Fire Training Facility, Douglas Park, Stearns and Martell Areas, and Little Haiti Soccer Park.

Riviera Beach Continuing Survey Services Contract, Palm Beach County, FL: Mr. Krisak serves as the project manager for this continuing survey services contract. To date, a topographic survey of 5.67+/- miles of City streets has been performed. Services included power/utility poles, overhead wires, asphalt, curbing, driveways, fences, trees/hedge lines, manholes, drainage structures including inverts, and surface features of utilities. Boundary and topographic surveys along with sketches and descriptions were also performed at Dan Calloway Park (Parcel 6) and Barracuda Bay/Fire Station (Parcel 7).

Miami Lakes Miscellaneous Survey and Mapping Services Contract, Miami-Dade County, FL: Mr. Krisak serves as Project Manager for this contract. He has managed a topographic survey for a Beautification Plan on NW 67th Avenue in addition to a Tentative Plat Review and a Final Plat Review on behalf of the Town.

Fort Lauderdale International Airport, Broward County, FL: As the Project Manager for this contract Mr. Krisak supervises the Project Surveyors in a variety of survey services for the runway extension. Services include Right-of-Way determination and stakeout, monthly quantity survey and volume calculation, pile as-built surveys, control surveys, verification of control and construction stake out.

Miami-Dade County Public Works Department Surveying Services, Miami-Dade County, FL: Mr. Krisak served as the project manager on various projects for Miami-Dade County such as:

- Homestead Air Reserve Park, Homestead, FL: Boundary, topographic and platting services for 216-acre Park.
- Kendall Library, Kendall, FL: Boundary, topographic survey and preliminary platting.
- Miami Lakes Fire Station #64: Tentative plat and final plat and final plat preparation.
- MetroRail Bike Path Improvements: Topographic surveys on twenty (20) intersections.
- Naranja Park: Boundary survey for waiver of plat.
- SW 136th Street from SW 139th Court to SW 149th Avenue: Topographic survey for Public Works Division.

- SW 88th Street and SW 57th Avenue; SW 88th Street and SW 112th Avenue; SW 122nd Avenue and SW 56th Street; SW 144th Street between SW 92nd Avenue and Miami-Dade Busway; SW 107th Avenue and SW 184th Street: Topographic surveys.
- Miami-Dade Housing Parking Sites: Topographic surveys on ten (10) parking sites for Annie Coleman, FLA 5-016 Scattered Site Recertification Parking Lots Illumination Compliance.



Years of Relevant Experience

Professional Registrations:

Registered Professional Surveyor and Mapper, FL #4677

Professional Affiliations:

Florida Surveying and Mapping Society (FSMS)

Florida Surveying and Mapping Society (FSMS) GPS Users Group

National Society of Professional Surveyors (NSPS)

Donald Spicer, P.S.M.

Project Surveyor

Mr. Spicer has more than 39 years of surveying experience as a Professional Land Surveyor in South Florida. His experience includes all phases of land surveying including topographic, boundary, hydrographic, As-Built, construction layout, location/route surveys for design purposes, Power Transmission, residential developments, commercial projects and American Land Title Association (ALTA) surveys. He is experienced in using AutoCAD for the preparation of Land Surveys, Parcel Sketches, Easements, and Record Drawings. Mr. Spicer also has many years of actual field work experience in the land surveying industry. He is familiar with a wide range of state-of-the-art surveying equipment. He is also experienced in project management, field survey supervision and office survey procedures.

Relevant Experience

Utility Undergrounding and Conversion, Sunny Isles Beach, FL: Project Surveyor for Survey Services for the Utility Undergrounding Consultant Services contract with Sunny Isles. Survey services included Design Surveys along Collins Avenue; Design Survey of 80+ FPL proposed easement sites; Preparation of Sketch and Descriptions; Design Surveys of portions of 189th Street, 178th Street, Atlantic Boulevard, NE 170th Street; right-of-way verification of 186th Street, 185th Street, 183rd Street, Atlantic Boulevard, and 178th Street.

Miami Miscellaneous Survey Contract, Miami, FL: Serves as a Project Surveyor, working on projects for the City. He has assisted on Boundary and Topographic Surveys for City projects such as Miami Fire Training Facility, Douglas Park, Stearns and Martell Areas, and Little Haiti Soccer Park, Fire Station #3, Fire Station #4, Fire Station #10, and Fire Station #12. These Boundary and Topographic Surveys include but are not limited to: Property lines, all easements with official record references, and limits of adjacent right-of-way (ROW); Locations, elevations and dimensions of all surface and overhead utilities, including invert and bottom elevation of accessible manholes and storm structures; Locations and elevations for all building structures, edge of pavement, sidewalks, curbing, other surfaces (stone areas, fields, dirt, sand, synthetic surfaces, pavers, decks, etc.) Spot elevations throughout the properties at least every 25'; Tree survey showing the tree name, trunk diameter (DBH), height and canopy (Excludes invasive species); Set two(2) onsite benchmarks with State Plane Coordinates and elevations to be utilized during construction on each site.

Riviera Beach Continuing Survey Services Contract,

Riviera Beach, FL: Serves as Project Surveyor for this continuing Survey Services Contract. To date, a Topographic Survey of 5.67+/- miles of City streets has been performed. Services included power/utility poles, overhead wires, asphalt, curbing, driveways, fences, trees/hedge lines, manholes, drainage structures including inverts, and surface features of utilities. Boundary and Topographic Surveys along with Sketches and Descriptions were also performed at Dan Calloway Park (Parcel 6) and Barracuda Bay /Fire Station (Parcel 7).

Miami Lakes Miscellaneous Survey and Mapping Services Contract, Miami Lakes, FL: Serves as Project Surveyor for the Town of Miami Lakes Contract.

He has performed a Topographic Survey for a Beautification Plan on NW 67th Avenue and performed both Tentative and Final Plat Reviews on behalf of the Town. Mr. Spicer has also worked as a Surveyor on behalf of the Town for a Deed/Document Review to assist in the protection of the Town's interests.

Oslo Road and I-95 Interchange Preliminary Design Study (Miscellaneous Survey Contract), Indian River County, FL: Project Surveyor Responsible for all

calculations, horizontal and vertical control, Right-of-Way determination, supervision of all survey field crews for project in Indian River County.

STA1 West Expansion Project (SFWMD): Mr. Spicer serves as the project surveyor on this project containing approximately 6 square miles. He directs and reviews such operations as horizontal and control verification, topographic surveys, staking of spreader canals, collection canals, discharge canals embankments, culverts, boat ramps, spillways, weirs, water control structures and blasting limits. He also coordinates with SFWMD regarding control throughout the project limits.

South Florida Water Management District Surveying Contract: Field Crew Supervisor responsible for

supervision and coordination of all field crews, verifying procedures and accuracy of all field work on several projects in Broward, Palm Beach and Collier Counties such as, Golden Gate Canal (Collier County), Old Pompano Canal (Broward County), Pump Station 13 at Orange Drive and SR-7 (Broward County).



Bruce Reed, RLA

Lead Landscape Architect

Mr. Reed has extensive experience in a wide variety of projects where he has provided a full range of services as a project Manager and landscape architectural of record. These services consist of the following land development activities: master planning, programming, plan review, site design and development, landscape and irrigation design, cost analysis, environmental mitigation design/permitting, site approval processing/permitting and public/client presentation. As an experienced project manager, Mr. Reed has competently prepared and administered construction and bid documents, QA/QC, contract negotiation, written reports and correspondence, review of project invoices and construction observation. Mr. Reed has developed a perceptive understanding of roadway, streetscapes, park and recreational facility design and has consistently established positive rapport with municipal and agency personnel. He has demonstrated responsible capabilities in team coordination and client/staff/public project comprehension and status awareness.



Years of Relevant Experience

Education:

B.S., Landscape Architecture,
University of Florida, 1987

Professional Registrations:

Registered Landscape Architect,
FL #6667091

Professional Certifications:

Crime Prevention Through
Environmental Design
(CPTED), 1998

Professional Affiliations:

American Society of Landscape
Architects (ASLA)

Relevant Experience

Districtwide Landscape Architectural Service, Miami-Dade and Monroe Counties, FL: Project Manager for General Miscellaneous Services including landscape plan preparations, streetscapes, tree impacts, inspections, plan review and CADD Standard Recommendations.

Districtwide Plan Review and Design Support Service, Miami-Dade and Monroe Counties, FL: Provided landscape architecture support services for plan reviews in adherence to FDOT criteria and production process. Plan review services have been provided under four separate contracts.

I-95 Sections 2, 3, 4, 5, 6, 7, 8, & 9, Miami-Dade County, FL: Project Manager/Project Landscape Architect - A 10.5-mile highway beautification project for the I-95 corridor through Miami-Dade County, including landscaping to improve the aesthetic character of the corridor, reduce maintenance, highlight interchanges and mitigate the effects of the newly installed sound wall.

Biscayne Boulevard, Miami-Dade County, FL: Landscape Architect - 1.4-miles of Biscayne Boulevard in the heart of old downtown Miami roadway improvements including drainage, sidewalk, ADA accessibility, utility and road-widening improvements. Landscape architectural services included the assessment of over 500 trees existing within the project limits, landscape plans, irrigation, and lighting enhancements. Through public involvement events, emphasis was placed on preserving the character and enhancing the pedestrian experience of the Boulevard.

Miami Inter-modal Rental Car Center, Miami-Dade County, FL: Project Manager - Planning, irrigation and landscape lighting design for this major Miami International Airport facility.

I-95/SR-9A, Miami-Dade County, FL: Landscape Architect of Record responsible for landscape enhancements along the I-95/SR-9A in Miami-Dade County. The project included \$8 million dollars of landscape enhancement to improve the aesthetic character of the corridor, reduce maintenance, enhance interchanges and mitigate the sound walls.

SR-826/Palmetto Expressway, Miami-Dade County, FL: Landscape Architect of Record responsible for overseeing the proposed landscape enhancements along the corridor. The project included \$6 million dollars of landscape enhancements along 8-miles of SR-826 through Miami-Dade County to improve the aesthetic character of the corridor, reduce maintenance, and enhance the interchanges.

SR-953/LeJeune Road, Miami-Dade County, FL: Project Manager - LeJeune Road is an exciting project serving as a gateway to South Florida's visitors and residence arriving at Miami International Airport. Design budgeted for \$6 million included landscape, landscape lighting, hardscape and irrigation design. Post design included working weekly with the contractors, inspectors, owners and maintenance authority.

Royal Park Bridge, Palm Beach County, FL: Landscape Architect of Record responsible for landscape enhancements. This Design-build project included re-construction of Royal Park Bridge in Palm Beach County. The design included landscape, irrigation, large tree relocation, and construction observation.

Atlantic Boulevard/SR-814, Broward County, FL: Developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans for the City of Pompano Beach for this corridor enhancement project.

Beach Streetscape Las Olas Boulevard Phase, Fort Lauderdale, FL: Project Manager/Landscape Architect of Record - .5 roadway improvements that consisted of roadway realignment, hardscape treatments, ADA upgrades, landscaping, decorative lighting, signage and improved stormwater drainage for a tourist destination known around the world. Services provided: Streetscape, roadway, planting, hardscape, irrigation, landscape, pedestrian and street lighting design, tree relocation plans, bidding assistance, and construction management.

SR-907/Alton Road, Miami-Dade County, FL: This 1.5-mile section of Alton Road is an active commercial corridor on Miami Beach; heavily traveled by locals and tourists either by foot, bicycle or automobile. In addition to being a complete roadway reconstruction project, FDOT's scope also includes highway beautification with landscape, hardscape, and irrigation plans.

I-95/SR-842/Broward Boulevard Interchange, Broward County, FL: Project Manager - The interchange serves as one of the gateways to downtown Fort Lauderdale. Keith & Schnars services included concepts through production plans and construction observation. This beautification project included berming, limestone boulders, a native plant palette and irrigation.



Years of Relevant Experience

Education:

B.L.A., Landscape Architecture,
University of Florida, 2006

Landscape Architecture Study Abroad,
Paris, France, 2004

Professional Registrations:

Registered Landscape Architect,
FL #6667091

Kirk Hoosac, RLA

Landscape Architect

As the previous FDOT District Landscape Architect in District 6, Mr. Hoosac offers a wide range of experience in all phases of landscape architecture including plan development, concept generation, cost estimating, site inventory, site and master planning, landscape and irrigation design, project specifications, construction observation, landscape inspection and quality control. He has participated in a variety of project types including planning and design for transportation, commercial, residential and municipal projects. Mr. Hoosac is confident and skilled in performing his responsibilities, from dynamic presentations to disciplined project management, he brings a positive and proactive approach to his projects.

Relevant Experience

FDOT District 4 Landscape Continuing Services, Broward, Martin, and Palm Beach Counties, FL: Mr. Hoosac serves as a project manager for the FDOT District 4 office providing landscape architectural services including preparation of bold landscape plans, irrigation plans and tree relocation plans.

Districtwide Landscape Design Services, Miami-Dade County, FL: Mr. Hoosac worked on multiple projects with PD&E staff members, doing miscellaneous tasks such as; tree species identification, tree evaluations, tree mitigation costs and/or appraisals, and long range estimates (LRE's). He attended and created graphics for public meetings, including conceptual typical landscape beautification treatments when part of the PD&E scope. He reviewed multiple roadway typical sections for potential landscape impacts, or ways to soften impacts such as buffering of noise walls.

NW 52nd Street/NW 102nd Avenue CEI Services, Contract #G0049, Doral, FL: Project Manager - Providing Construction, Engineering and Inspection services for this \$3.0 million project for The City of Doral. This project is a Local Agency Program (LAP) off-highway system. The project includes the construction of a new French drain system, upgraded pedestrian improvements including ADA detectable warning devices, pedestrian signal heads and solar powered rectangular rapid flashing beacons for added safety at crosswalks, milling and resurfacing and new bicycle lanes.

NW 74th Street PD&E, Miami-Dade County, FL: County Roadway being widened and reconstructed, to meet FDOT standards, and will be converted to a State Roadway upon completion of construction. Mr. Hoosac evaluated tree impacts, and prepared concepts and graphics for landscape buffer treatments along a proposed noise wall due to public requests and terms for property exchange.

SR-5/Overseas Highway PD&E, Monroe County, FL: Several roadway resurfacing projects with shoulder improvements from Tavernier to Key Largo. As the Florida Key only vehicular evacuation route, improved shoulders were needed to improve the hurricane evacuation volumes to decrease over all evacuation time. Landscape improvements were proposed and typical graphics were created for publics meetings in order to sell the projects to the public and elected officials.

SR-5/US-1/Key Largo MM97 to MM99, Monroe County, FL: Billboard coordination, tree inventory, landscape design, and field inspection - This project is a beautification of a 2.5-mile section of the upper Keys main business district through Key Largo.

FDOT Districtwide Landscape In-House Services, Miami-Dade County, FL: Mr. Hoosac served as a contracted in-house project manager for the FDOT District 6 office from 2006 to 2011, providing landscape architectural services including preparation of landscape and irrigation plan sets, plan reviews, estimating, presentations, reports, permit coordination, facilitation of phase review meetings, tree relocation coordination, assisting in the execution of Maintenance agreements, project observation and inspection, and landscape warranty assistance.

LeJeune Road and the Rental Car facility, Miami Intermodal Center, Miami-Dade County, FL: Landscape, lighting, and irrigation design; Construction oversight and coordination for this major Miami International Airport facility.

I-95 (10 projects), Miami-Dade County, FL: Over 10-miles of Highway beautification of the I-95 corridor including landscape design and construction oversight to improve the aesthetic character of the corridor, reduce maintenance, and highlight the major and minor interchanges, which resulted in the installation of over 10,000 trees.

SR-826/Palmetto Expressway (6 projects), Miami-Dade County, FL: Highway beautification for the I-95 corridor including landscape design, public involvement and construction oversight. Design for over 6-miles of roadway, including mostly drought tolerant native species, to improve the aesthetic character of the corridor, reduced maintenance, highlighting interchanges and mitigating the effects of the recent reconstructions.

Biscayne Boulevard, Miami-Dade County, FL: Mr. Hoosac conducted tree evaluations and provided tree relocation, landscape and irrigation design for corridor renovations. The project included 1.4-miles of streetscape redesign including sidewalks, landscape and irrigation. Plans entailed specifications for the relocation and preservation of historic palm trees.



Years of Relevant Experience

Education:

B.L.A., Landscape Architecture,
Clemson University, 1993

Professional Registrations:

Registered Landscape Architect,
FL #0001594

Professional Certifications:

ISA Arborist

Certified Landscape Irrigation Auditor
(CLIA) – Irrigation Association, 2006

Certified Irrigation Contractor (CIC) –
Irrigation Association, 2006

Certified Golf Irrigation Auditor (CGIA)
– Irrigation Association, 2007

ISA Certified Irrigation Designer,
Residential/Golf/Commercial (CID-
R/G/C) – Irrigation Association, 2007

Todd Mohler, RLA, ISA, ARCSA

Landscape Architect

Mr. Mohler is a skilled Registered Landscape Architect with a depth of knowledge developed through 19 years of professional experience. His project portfolio ranges broadly between public agency and private development. He has specific project experience in parks, streetscapes, hospitality, PUDs, and commercial development. Professional services on projects frequently include initial data collection and observation, site analysis, concept and design development, and complete site, landscape, and irrigation design including construction oversight and inspection services. Most recently he has been designing, testing, inspecting and managing centrally controlled irrigation systems. These services are focused on water conservation and horticultural services aimed squarely at sustainability of built landscapes. His thorough understanding of water, soils, and plants within the built environment afforded a decade long successful consulting career in the private sector including irrigation water management through advanced technologies like soil moisture sensing, weather stations, and computerized central control systems. Mr. Mohler has presented regularly at State ASLA conventions as well as similar Texas ASLA conventions on the subject of water conservation.

Relevant Experience

FPL Headquarters, Palm Beach County, FL: Construction observation services for irrigation improvements to a 60 acre parcel to ensure compliance with project plans and goals, including long term project viability and reduction of life cycle costs.

Hillsboro El Rio Park Phase II, Boca Raton, FL: Entire site design of 17-acre Park including play features, sports courts, shade structures, passive recreation areas, boat launch, and entry feature. Landscape and Irrigation services also included.

Miami Intermodal Center, Miami-Dade County, FL: The MIC is the centerpiece of a \$2.25 billion series of projects connected to Miami International Airport with an overhead people mover. It is a consolidated transportation center for visitors using the airport, commuter trains, rapid transit, buses, and cruise ships in the Port of Miami. Design work included hardscape, planting, lighting, irrigation, design detail and specifications as well as specialty construction inspection services for this highly visible transportation node.

SR 426/CR 419 Widening from Pine Avenue to Avenue B, Oviedo, FL:

Streetscape, Landscape and Irrigation design for the redevelopment of a downtown corridor to establish traditional character.

Central Park In-Line Hockey Complex, Plantation FL:

Complete site design of the in-line hockey complex at the City of Plantation's Central Park. The complex includes a professionally-sized post tension concrete rink with permanent dasher board systems, electronic score boards, water fountains, covered players area and an elevated, covered spectator bleacher area at each rink. The project had a \$1.2 million construction budget, was a design-build, and was completed on time and within budget despite weather and site challenges.

I-95 through Miami-Dade County, FL: An 11-mile multi-year landscape project for the I-95 corridor through Miami-Dade County, to improve the aesthetic character of the corridor, reduce maintenance, enhance interchanges and mitigate the sound wall using 12,000 trees and 186,000 shrubs, 80% of which are Florida native species. Services spanned from design through installation inspection.

LeJeune Road, Miami-Dade County, FL: This very high profile 22-acre roadway project serves as the gateway to Miami International Airport. The design elements included hardscape, landscape, irrigation and lighting design, specifications, construction inspection and project management.

Landscape Architectural Continuing Services Contract, Miami-Dade and Monroe Counties, FL: Project Manager of Continuing Services contract for Landscape Architectural services for FDOT District 6 under which several projects were performed, including design and CEI tasks to ensure plan compliance.

Landscape Architectural Continuing Services Contract, FDOT District 4: Project Manager of Continuing Services contract for Landscape Architectural services for FDOT District VI under which over a dozen projects were performed, including numerous design and CEI tasks to ensure plan compliance.

Sunset Lakes Municipal Complex, Miramar, FL:

Programming, Master Planning, Site Planning, Planting Plan, Irrigation Design, Permitting, Construction Drawings, Specifications for a 26-acre park/municipal complex design build project.

Tree Inventory and Evaluation, Port St Lucie, FL:

Performed tree inventory and evaluation of nearly 20,000 trees including GIS data collection and integration of the work into the City's existing Tree GIS workstation.

Oak Hammock Park, Sunrise, FL: Irrigation design, consulting and construction observation on a 13 acre passive park including upland habitat, wetlands, splash pad and nature paths.

Woodlawn Cemetery Historic Cemetery, Broward County, FL:

Historic Cemetery improvements included Site Amenities, Hardscape, Landscape and Irrigation. Site amenities incorporated were metal picket fence, entrance signage, historical markers, monuments, trash receptacles and benches. Services covered preliminary design through construction observation services. Custom construction details, specifications and design concepts to accommodate and preserve the historic elements of the site.



C. Bryan Wilson, P.E.

Lead Roadway Engineer

Mr. Wilson has 32 years of experience in the design and management of highway transportation projects in Florida and South Carolina. Mr. Wilson joined the consultant industry in 1994 after 9 years with the FDOT. His project experience encompasses all aspects of highway design from pavement rehabilitation to limited access interchanges and managed lanes facilities delivered in both bid-build and design-build formats.



Years of Relevant Experience

Education:

B.S., Civil Engineering, Auburn University, 1986

Professional Registrations:

Registered Professional Engineer, FL #43447

Professional Certifications:

ATSSA - Advanced Work Zone Traffic Control

Relevant Experience

Biscayne Boulevard, Miami-Dade County, FL: Project Manager in charge of designing 1.4-miles of Biscayne Boulevard roadway improvements in the heart of old downtown Miami including drainage, sidewalk, ADA accessibility, utility and road-widening improvements. The project scope included the preparation of construction plans for Biscayne Boulevard from NE 15th Street to NE 35th Terrace. The plans detailed reconstruction of Biscayne Boulevard along with a full replacement of the existing drainage system. The existing drainage system which was replaced with a deep well system for a majority of the project; however the southern portion of the project required the installation of a pump station as an injection well drainage system was necessary due to the low elevations in this section of the project. The project also included the installation of a new decorative lighting system, landscaping and irrigation. All 8 signalized intersections with span wire systems were replaced with standard FDOT mast arms and the existing overhead truss structure was replaced with a smaller cantilever sign structure.

I-95 Concrete Pavement Reconstruction, FPID: 429300-2-32-01, Miami-Dade County, FL: Design Project Manager for Development of conceptual roadway plans, striping plans, signing and marking plans, Rigid Pavement Design and typical section package for the I-95 Pavement Reconstruction Project for FDOT District 6. Mr. Wilson also developed the request for proposal packages and directed post design services and construction support efforts during construction. (Project was let as part of I-395/SR-836 Design Build Project). Scope of work included design to replace all concrete pavement within the I-95 corridor in a 1.6-mile long section from NW 8th Street to NW 29th Street in Miami-Dade County, Florida.

I-95 Managed Lanes, FPID: 415456-1-52-01, Miami-Dade County, FL: Project Manager for Development of conceptual roadway plans, striping plans, signing plans and construction specifications for the I-95 Managed Lanes Project for FDOT District 6. Mr. Wilson also developed the request for proposal packages and directed post design services and construction support efforts during construction. Scope of work included design of variable priced tolling lanes within the existing I-95 corridor in an 8.5-mile long section from NW 29th Street to Golden Glades interchange in Miami-Dade County, Florida.

SR-823/Red Road Reconstruction Cost Savings Initiative, FPID 249941-1-52-01, Miami-Dade County, FL: Mr. Wilson was the project manager responsible for the overseeing design and preparation of a cost savings initiative to modify the drainage system, traffic control plan and culvert extension for the reconstruction of SR-823/Red Road from a 5-lane undivided section to a 6-lane divided urban section. The project also included cost savings initiatives for the modification of a proposed steel sheet pile bulkhead wall to a concrete post and panel wall and the modification of bridge widening design to incorporate pre-stressed flat slab units and fiber reinforced concrete.

LeJeune Road Flyover/SR-953, FPID: 250141-1-52-01, Miami-Dade County, FL: Design Project Manager coordinating preparation of roadway construction plans and permitting for FDOT District 6. Scope of work included construction of flyover ramp from Northbound LeJeune Road to westbound Okeechobee Road including reconstruction of 750m of 6-lane divided section of Okeechobee Road and 1.0 km reconstruction of 6-lane divided section of LeJeune Road from NW 36th Street to Okeechobee Road in Miami Springs, Miami-Dade County, Florida.

Andrews Avenue Extension - Segment 5, FPID: 230724-1-32-0, Broward County, FL: Mr. Wilson was the project manager for the design and permitting of the construction of a 0.5-mile new 4-lane divided roadway from Racetrack Road to Atlantic Boulevard in Pompano Beach, Florida. His responsibilities included the design and permitting of a new closed storm drainage system and retention pond system, two signalized intersections, signing and marking plans, landscape plans, and a new roadway lighting system.

FDOT District 4 Districtwide Utility Coordination, Broward, Martin, and Palm Beach Counties, FL: Mr. Wilson was the project manager responsible for managing the districtwide utility coordination contract with FDOT District 4. Mr. Wilson provided utility coordination services and utility certifications for 31 District 4 in-house design projects. His responsibilities included the identification of existing and proposed utility facilities, determination of eligibility of compensable interests, resolution of conflicts between utility facilities and proposed construction. He was also responsible for securing executed legal agreements (Utility Work Change Orders, JPAs, MOAs, etc.) as well as certifying utility relocation schedules for compatibility with FDOT construction schedules to clear projects for letting.



Years of Relevant Experience

Education:

B.S., Civil Engineering, Ohio University, 1983

Professional Registrations:

Registered Professional Engineer, FL #44016

Professional Certifications:

ATSSA - Advanced Work Zone Traffic Control

S. Mark Kline, P.E.

Lead Roadway Engineer

Mr. Kline has over 35 years of engineering design and management experience with projects involving roadway design, transportation planning and land development. Mr. Kline has become proficient in the engineering design aspects of roadway geometrics, drainage, signing and pavement marking, signalization, lighting and work zone traffic control. He has expertise in the use of AASHTO design guidelines and manuals, the FDOT Plans Preparation Manual, the FDOT Design Standards, the FDOT Standard Specifications, the Florida Greenbook, the Manual on Uniform Traffic Control Devices (MUTCD) and other important design standards and criteria.

Relevant Experience

Design/Build Services for West Avenue Improvements, Miami Beach, FL: Mr. Kline is the lead designer and Engineer of Record for this Design/Build project which consists of construction of the West Avenue Bridge over Collins Canal and extension of West Avenue from 17th Street to West Collins Canal, reconstruction of Dade Boulevard between Venetian Causeway and Alton Road, construction of pedestrian bridge over Collins Canal and associated side street reconstruction to tie in adjacent road construction that is being completed by others on Bay Road, West Avenue, and Sunset Harbor Drive.

Palm Bay Parkway Design Build, FDOT LAP, FPID 428346-1-58-01, Palm Bay, FL: He was the design project manager and Engineer of Record responsible for the Palm Bay Parkway Design Build project. The project scope included the design for new construction of a 2.3-mile portion of Palm Bay Parkway (high speed rural arterial), reconstruction/widening intersection improvements at the Palm Bay Parkway connection to Malabar Road, new construction of a 0.532-mile extension of Pace Drive (low speed rural collector), and new construction of a 0.540-mile extension of Emerson Drive (low speed urban arterial). The project duties included engineering design and plans preparation of roadway, drainage, signing and pavement marking project components, project management of the survey, geotechnical, structural, utility coordination/relocation project components, and coordination of the plan approval and permitting process with FDOT, the City of Palm Bay, Brevard County, Melbourne Tillman Water Control District, Saint Johns River Water Management District, and ACOE.

I-95 Managed Lanes, FPID: 415456-1-52-01, Miami-Dade County, FL: He was the design engineer providing design of conceptual roadway plans, signing and pavement marking plans, and construction specifications for the I-95 Managed Lanes Project for FDOT District 6. Lead engineering designer coordinating with FDOT District 6 and FHWA to develop the signing concepts that were implemented into the final design/build construction of the I-95 Managed Lanes. Scope of work included design of variable priced tolling lanes within the existing I-95 corridor from NW 29th Street to Golden Glades interchange in Miami-Dade County.

Las Olas Boulevard/SR-842 Enhancement Project, Fort Lauderdale, FL: He was the project manager and Engineer of Record for the preparation of engineering design plans for the milling, resurfacing, reconstruction and widening of Las Olas Boulevard/SR-842 from Birch Road to Ocean Boulevard/SR-A1A. This project involved the preparation of roadway, signing and marking, signalization, lighting, and landscape plans, drainage modifications, and utility coordination/relocation.

Andrews Avenue Extension - Segment 1, FPID: 230619-1-52-01, Broward County, FL: He was the design engineer for the production of roadway plans and documents including roadway plans, storm drainage, striping plans, signal plans, landscaping as well as utility coordination, permitting and specifications preparation for the construction of new 1.0-mile, 4-Lane divided facility between Hammondville Road and NW 18th Street in Pompano Beach.

Andrews Avenue Extension - Segment 2 and 3, FPID: 230622-1-32-01 & 230725-1-32-01, Broward County, FL: Mr. Kline was the design engineer for the production of roadway plans including coordination of roadway sub consultants. Keith & Schnars designed the bridge plans, storm drainage, striping plans, signal plans, landscaping as well as utility coordination, permitting and specifications preparation for the construction of new 1.5-mile, 4-Lane divided facility between Atlantic Boulevard and NW 10th Street in Pompano Beach.

El Rio Canal Shared Use Pathway- LWDD L-40 Canal to Congress Avenue, FDOT LAP, FPID: 423812-1-58-01, Boca Raton, FL: Project Manager and Engineer of Record. The project scope included the design of a 12-foot wide concrete shared use pathway and coordination of permitting efforts to allow for construction the pathway within the boundaries of the Yamato Scrub Oak Preserve, a Section 4f property. Included in the project were the coordination of landscape and site amenities, and the design of a new signalized crossing at Congress Avenue.

Powerline Road/SR-845 Widening, Broward County, FL: He was the project manager and Engineer of Record for the preparation of engineering design plans for the milling, resurfacing, and widening of Powerline Road (SR-845) from Sample Road to the Hillsboro Canal. This project involved the preparation of roadway plans, signing and marking plans, signalization plans, lighting plans, landscape plans, and utility coordination/relocation.



Matt Neddeff, P.E.

Lead Maintenance of Traffic Engineer



Years of Relevant Experience

Education:

B.S., Civil Engineering, University of Florida, 2005

Professional Registrations:

Registered Professional Engineer, FL # 71611

Professional Certifications:

Advanced Maintenance of Traffic, FDOT

Mr. Neddeff is an engineering professional with over 12 years of experience. He has provided roadway design services for various FDOT and municipal projects. Mr. Neddeff's involvement in roadway design is as follows: maintenance of traffic, flexible pavement design, development of typical section packages, design of horizontal and vertical geometry, signing and pavement marking design, signalization design, lighting design, utility coordination, computation of quantities, specification development, drainage design and scour analysis. He has developed expertise in the use of AASHTO, FDOT and municipality design standards. He has also prepared Geotechnical Reports. Mr. Neddeff is proficient with Microstation/Geopak, HEC-RAS and other software that aids in the efficient design and production of roadway plans.

Relevant Experience

Utility Undergrounding and Conversion, City of Sunny Isles Beach, FL: Lead Engineer responsible for the maintenance of traffic (MOT) design for the utility underground project. Coordinated with the City, our design staff and the FDOT to develop a MOT plan that allowed the contractor to maintain their schedule while minimizing the impacts to the local community. This was accomplished through night work and careful phasing. The phasing was important to ensure that all properties had access throughout the project, at times access was provided through the use of temporary driveways. The project consisted of 5.1 miles of utility underground work. The first phase of the project included over 250,000 linear feet of conduit and was completed in mid-April 2017, ahead of schedule and on budget.

SR-9A/I-95 Rigid Pavement Rehabilitation, FPID: 427515-1-52-01, Miami-Dade County, FL: Mr. Neddeff was the project engineer assisting the project manager responsible for design and preparation of construction documents for the rigid pavement rehabilitation plans for the south bound lanes of SR-9A/I-95 from NW 125th Street (MP 10.170) to the Biscayne Canal Bridge (MP 12.091). This is a Pavement Only Project (POP). The project also includes Traffic Control Plans and Signing and Pavement Marking Plans. Project length: 1.921 Miles.

I-95 Managed Lanes, FPID: 415456-1-52-01, Miami-Dade County, FL: Designer responsible for development of conceptual roadway plans, striping plans, signing plans and construction specifications for the I-95 Managed Lanes Project for FDOT District 6. Assisted with the development of the request for proposal packages and post design services and construction support efforts during construction. Scope of work included design of variable priced tolling lanes within the existing I-95 corridor from NW 29th Street to Golden Glades interchange in Miami-Dade County, Florida.

Andrews Avenue Extension (Segment 5), FPID: 230724-1-52-01, Broward County, FL: Assisted Project Manager tasked with the development of complete construction plans and specifications. Andrews Avenue is being reconstructed as a divided 4-lane urban typical section, and requires significant Right-of-Way acquisition. The project is being constructed between SW 3rd Street and Atlantic Boulevard. The project includes upgrading the signalized intersection at SW 3rd Street, ADA ramp improvements, sidewalk construction, drainage improvements, signing and pavement marking, utility coordination, permitting and landscaping.

Crosstown Parkway/I-95 Interchange, St. Lucie County, FL: As designer, Mr. Neddeff assisted the project manager in development and preparation of roadway construction documents including roadway plans, storm drainage, traffic control plans, signing and pavement marking plans, signal plans, and specifications. He also assisted the project manager with the development of the Preliminary Engineering Report, drainage reports, permitting and day-to-day coordination between the FDOT, City of Port St. Lucie and multiple Developers. The project scope involved construction of a new tight diamond interchange connecting Crosstown Parkway (Previously called West Virginia Drive) to I-95.

Las Olas Boulevard/SR-842 Enhancement Project, Fort Lauderdale, FL: Mr. Neddeff was the associate designer for the preparation of engineering design plans for the milling, resurfacing, reconstruction and widening of Las Olas Boulevard/SR-842 from Birch Road to Ocean Boulevard/SR-A1A. This project involved the preparation of roadway, signing and marking, signalization, lighting, and landscape plans, drainage modifications, and utility coordination/relocation.

Dolphin Stadium, Miami-Dade County, FL: Obtain permits every year to allow the Miami Dolphins to use a slip ramp off the Florida Turnpike Shoulder to access the stadium. Created plans necessary to re-permit parking along the Snake Creek Canal. Lead Designer responsible with creating post-game stadium exit concepts, which included; closing down north bound (NB) Turnpike at Golden Glades Interchange and re-routing traffic to north bound (NB) I-95 by use of MOT standards and DMS signs to alert drivers along all roadways leading to NB turnpike. Developed plans to install new guide signs for the stadium along Florida's Turnpike and I-95. Worked with the Miami Dolphins in developing a MOT plan for the Dolphin Cycling Challenge which was an extensive MOT plan that took place on many major roads of the Miami-Dade, Broward and Palm Beach Area.

University of Miami, Miami-Dade County, FL: Assisted the Project Manager with the design preparation of construction documents for an internal circulation roadway throughout the University of Miami campus. Designed plans for external project at UM including; the addition of a left turn lane on Red Road at the Albenga intersection, lengthening of turn lanes at Stanford Drive and Alhambra Circle. Developed signal plans for the new intersection of Dickenson Drive and Ponce De Leon Boulevard. Took the lead in obtaining the environmental permits through DERM, including the preparation to be seen before EQCB to approve an environmental variation.



Years of Relevant Experience

Education:

Ph.D., Water Resources and Environmental Engineering, Vanderbilt University, 1998

M.S., Chemical Engineering, Vanderbilt University, 1997

B.S., Civil Engineering, VIAS, Sofia, Bulgaria, 1988

Professional Registrations:

Registered Professional Engineer, FL #67520

Professional Affiliations:

Miami-Dade County Climate Change Task Force

Georgio I. Tachiev, Ph.D., P.E.

Lead Stormwater Engineer

Dr. Tachiev has 27 years of experience in Water Resources, Hydrology and Water Quality, Stormwater Management, Civil and Environmental Engineering, including development of complex numerical models for environmental and water resources management, and risk analysis. He is a member Miami-Dade's County Climate Change Task Force since its establishment in 2007. Expertise in all phases of project management, technical reviews, quality control, and reporting. Expert level knowledge of state of the practice numerical software for water resources (MIKE SHE/11/21/FLOOD/ECOLAB, MODFLOW, XPSWMM, ICPR4), spatial analysis using GIS technologies, and statistical processing software (SAS, MATLAB), computer programming and scripting (FORTRAN, C, C++, MATLAB, SAS, PYTHON, UNIX SHELL, PERL, SQL) for automated processing, analysis and visualization of large hydrological and water quality datasets.

Relevant Experience

Update of Stormwater Master Plans for Miami Dade County, FL: Dr. Tachiev is the lead consultant for Miami Dade County to provide updates of the stormwater models which generate the flood maps for the 100 and 500 year events for the Federal Emergency Management Authority (FEMA). The project conducts hydrologic and hydraulic modeling for current and future conditions, develops pollutant load estimates, documents the models for each basin, and provide analysis of climate change conditions, including sea level rise for near and long term and provides model simulations reflecting changes in hydrology.

Climate Change Adaptation Planning Assessment and Implementation for the US Virgin Islands: Dr. Tachiev is the lead hydrologist for development of Climate Change Adaptation Planning Assessment and Implementation for each of the US Virgin Islands. Using a 2D numerical model of critical areas, the study evaluates the flood elevations, time of flooding and flood duration statistics and develops flood maps and provides engineering analysis for selected critical infrastructure components. The project provides recommendations for retrofitting of the civil infrastructure with the objective of reducing flood damage risks and storm surge related impacts in vulnerable areas.

Integrated Surface and Subsurface Flow Model of the Everglades National Park (ENP), South Florida (NPS):

Dr. Tachiev is the lead model developer for an integrated surface and subsurface model integrated with drainage water management operations of the Everglades National Park (ENP) using integrated 1 and 2D model which includes detailed operation schedule of control structures. The model provides analysis of the impact of operation scenarios on subsurface and overland flow across 2,500 square miles of the ENP.

Scour Depth Analysis of The Existing and Proposed Fender System for the Seven Mile Bride, Key West, FL:

This project compares the design scour depths in the vicinity of the existing and proposed fender systems of the Seven Mile Bridge, Key West Florida. This project analyzed the changes in the velocities, discharge rates and scour patterns through the channel and in proximity to the bridge piers during tidal and storm surge action. The analysis was conducted using a 2D hydrodynamic model to provide analysis of the scour for selected storm events including 100 year storm occurrence.

Stormwater Treatment Area (STA) 1W Expansion Project Watershed Hydraulic Study, South Florida

Water Management District (SFWMD): Dr. Tachiev was the lead developer of the 2D MIKE FLOOD model which couples to MIKE 11 with the 2D overland flow capabilities of MIKE21. He integrated the MIKE 11 model with the 2D model and conducted detailed evaluations of the flow in 8 treatment cells which occupy 7,000 acres of land.

Hydrologic Modeling of West Miami Dade Reservoir for Phase II and Phase IIIA, South Florida: Dr. Tachiev

developed a hydrologic model of a proposed reservoir which to be constructed in Miami, FL using MIKE SHE and MIKE 11 hydrologic model. He developed the conceptual model and provided analysis of a series of simulations to understand the impacts of the reservoir on wetlands located to the west and south and the developed areas located east of the reservoir site for the dry and the wet seasons.



Years of Relevant Experience

Education:

B.S., Civil Engineering, Clarkson University, 1968

Professional Registrations:

Registered Professional Engineer, FL #17931

Professional Certifications:

NPDES Qualified Stormwater Management Inspector #7089

OSHA 40-Hour Hazardous Materials Health and Safety Certification; Annual 8-Hour Refresher Course

Robert Zuccaro, P.E.

Lead Water/Wastewater Engineer

Mr. Zuccaro will use the knowledge gained over 35 years of managing water and sewer infrastructure projects, combined with project management expertise, to deliver this project to the Village of Key Biscayne on time and within budget.

Over his 49-year career in the environmental, engineering, and construction industry, Mr. Zuccaro, has developed a broad background in the management of water and wastewater engineering, including new pump stations, water storage tanks, water and sewer main installations, and treatment facility expansions and improvements. Through this experience, he has developed a specialized understanding of the local municipalities' needs and their permitting process, while successfully cultivating key relationships with regulatory, political, and local stakeholders, including local authorities, state agencies, and local community groups. Serving as both a project/contract manager and an engineer, Mr. Zuccaro has helped clients such as City of Fort Lauderdale, Broward County, Palm Beach County, and like.

Mr. Zuccaro regularly deals with complex issues required to successfully deliver local yet highly visible projects.

Relevant Experience

Lake Ridge Sunrise Boulevard (US-1) Water Main Improvements, Fort Lauderdale, FL: Mr. Zuccaro was Senior Project Manager and Engineer of Record in charge of preparing a design and constructing documents for the installation of approximately 4,200 LF of an 8" DIP water line along Sunrise Boulevard from NE 7th Avenue to NE 18th Avenue, as well as 6" water main tie-ins to the side streets, thereby completing the looped system servicing the adjacent Lake Ridge Neighborhood which was previously installed by City crews. This new 8" water main pipeline is critical as it replaces an antiquated 2" water main that was serving the majority of the commercial properties on the north side of Sunrise Boulevard R/W. The life expectancy of the 2" main was suspect at best. Mr. Zuccaro was instrumental in coordinating with the FDOT through their existing relationship to bring them on board and complete these projects concurrently. If this joint effort could not materialize, the City would have had to put the project on hold for minimum of 5 years due to the FDOT's policies. Keith & Schnars negotiated with the contractor to arrive at a fair and reasonable cost within the City's budget to implement the water main project in conjunction with their on-going FDOT project.

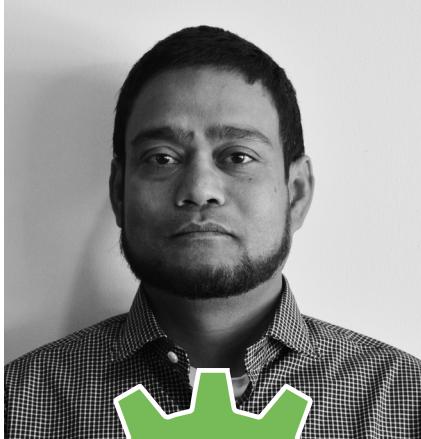
SW 8th Street Sanitary Sewer and Water Main Improvements, Fort Lauderdale, FL: Mr. Zuccaro is currently serving as the project manager for the City of Fort Lauderdale in a 370 LF upgrade to their existing system. The scope of this work involves existing utility research, plan and profile sheet creation, permitting, specification preparation, bidding, and construction administration for the installation of a new 6" water main and 8" sanitary sewer main. The project involves close collaboration with City officials in the design review process and residents in the transfer of existing services to new facilities. The project is in the early stages of construction.

STOF Immokalee Casino/Hotel - Emergency Sewer Spillage/Backup Response and Repair: Mr. Zuccaro is the project manager for the Keith & Schnars Quick Response Team that was dispatched from Fort Lauderdale to immediately visit the site and assess the issue of sewage backing up into the parking lot and 1st floor of the Hotel. Mr. Zuccaro assessed the damage and quickly made recommendations to install check valves to prevent the City's pump station from backing up into the STOF system during extreme rainfall events (due to City system I/I issues with their sanitary system). Plans were prepared, permitted and inspection and final certification performed.

Krome Avenue Street Renovations and Streetscape Improvements, Homestead, FL: He was the project manager for roadway milling and resurfacing of Krome Avenue in the heart of Old Downtown Homestead. The project limits were from Mowry Street north to Campbell Drive approximately 2,600 L.F. The scope of work also included addition of brick sidewalks, planters, and streetscape improvements between the business storefronts and the back of curb, and floral colored stamped concrete in the street pavement at several mid-block locations. A unique drainage design with inverted sidewalk areas was implemented to relieve storefronts experiencing flooding during extreme rainfall events. The scope of work involved paving, grading and drainage, and pavement marking plans as well as permitting and construction phase services and final certification.

Palm Beach County Fire Training Facility, Palm Beach County, FL: Project Manager - This brownfield Project covers 423 acres, on the former Cross State Landfill (closed in the 1970's). On the lower grade level of the site there are two (2) major buildings, Administration Building and the Apparatus Building. On top of the existing landfill are the majority of the fire training props. Coordinated complete site civil design, including complex stormwater management system of Fire Training Facility (FTF) site and off-site canal modifications to meet regulatory requirements. Issues of concern during the stormwater drainage design included adequate storage of the existing lake (requiring expansion of the lake) for ultimate buildout of the FTF and other tenant uses.

Pump Station Rehabilitation and NW 25th St Force Main Upgrades, Wilton Manors, FL: Project Manager - As part of the design conversion of Pump Station 5 to a submersible station, he conducted a hydraulic analysis of the force main system that serves two (2) pump stations. He provided engineering services for the design/permitting of a force main upgrade for the manifold portion of the Pump Station 3 and 5 force main system. The project consisted of approximately 750 LF of 10" force main from the intersection of NW 3rd Avenue and NW 25th Street to the manhole on NE 26th Street, immediately east of Andrews Avenue.



Years of Relevant Experience

Education:

M.S., Civil Engineering, Lamar University, Beaumont, 2003

M.S., Computer Science, Texas A & M, 2002

B.S., Civil Engineering, BUET, Bangladesh, 1998

Professional Registrations:

Registered Professional Engineer, FL #65195

Professional Traffic Operations Engineer (PTOE), #3238

Professional Certifications:

Project Management Institute-PMP: 1489731

Advanced Maintenance of Traffic, FDOT

IMSA Signal Design - Level I

Shahin Shafiq, P.E., PMP, PTOE

Lead Signalization Engineer

Mr. Shafiq has over 16 years of responsible and diversified engineering experience in the transportation engineering projects. His primary areas of expertise are in highway design, signals and traffic engineering, street lighting, PD&E, drainage, signing and pavement markings. He has expert knowledge in signal design including signal phasing, mast arm analysis.

Relevant Experience

City of Doral Intersection Improvements, NW 58 St and NW 87 Ave, NW 58 St and NW 79 Ave, NW 41 St and NW 82 Ave, NW 36 St and NW 82 Ave, White Course Drive and NW 87 Ave Miami, FL: Mr. Shafiq was project manager and engineer of record for this five intersection improvements project. NW 58 St and NW 87 Ave-2nd left turn lane was added on WB NW 58 Street and an exclusive right turn lane was added on NB NW 87 Ave. NW 58 St and NW 79 Ave - an exclusive right turn lane was added on EB NW 58 Street. NW 41 St and NW 82 Ave - new signalization system is proposed at this un-signalized stop controlled intersection. NW 36 St and NW 82 Ave - an exclusive right turn lane was added on SB NW 82 Avenue. White Course Drive and NW 87 Ave - new signalization system is proposed at this un-signalized stop controlled intersection. Mast arms are designed for all of these intersections.

NW 87 Ave and NW 154 Street, Miami Lakes, FL: Mr. Shafiq was project manager and engineer of record for this project. Project included addition of 2nd left turn lane on WB NW 154 Street and new signal heads. He performed Mast-Arm structural analysis using FDOT MathCAD template V4.3 to consider the current wind load criteria for the entire intersection. He was also in charge of processing and obtaining all required permits with FDOT D6 and Miami-Dade County Traffic Operations.

Clint Moore Rd and Lyons Road, Palm Beach County, FL: Mr. Shafiq was project manager and engineer of record for this project. Project included widening Lyons Road from 2-lane to 4-lane and replacing existing span wire systems with mast arm assemblies.

Intersection Safety Improvements SR / US 441 at Southgate Blvd, Fort Lauderdale, FL: This section of SR 7/ US 441 is a 6-lane divided, classified as an urban principal arterial, runs north and south, access class 3 and 5, with a design speed and posted speed of 45 mph. This project addressed to all safety recommendations from the safety study. The improvements included variable message LED signs facing right turn traffic in all four directions. The signs would display "Yield TO pedestrians" when the motorists have green signal and would display "No Turn on Red" upon activation of pedestrian push button on the cross street, a 'queue detection and motorist warning system' (which consisted of vehicle detectors, 'Prepare to Stop When Flushing' signs with flushing beacons, pedestrian countdown signals facing the pedestrians crossing at all four approaches. The existing pedestrian clearance intervals at the intersection were increased based on a pedestrian speed of 3.5 ft/sec. The project also included milling and resurfacing of existing roadway, ADA compliant ramps at the intersection, high emphasis cross walks on all four approaches, installing a new mast arm.

SR-933/SW 12th Avenue, SW 8th Street to SW 6th Street, Intersection Improvements, Miami, FL: Lead Design Engineer – Project scope included implementing safety recommendations, milling and resurfacing an existing two-way four-lane divided urban highway. Mr. Shafiq negotiated with clients and subcontractors, drafted professional service agreements, directed project team and client compliance with contract terms and monitored subcontractors' compliance with contractual commitments. He prepared project work plan, scope, schedule and budget, and communicated these to project team members; monitored/managed project production for compliance with schedule, budget and quality objectives. Mr. Shafiq also monitored reports and schedules to ensure appropriate charging of manhours, costs and expenses to projects, and communicated project progress/status to senior management, established and maintained project account files on the computerized project management information system, periodically reviewed project reports for accuracy and completeness, monitored client billings, assisted in obtaining payment from clients, and resolved client disputes.

Commercial Boulevard from NW 31 Ave to NW 9 Ave Safety improvements for FDOT, D4, Fort Lauderdale, FL: Mr. Shafiq developed mobility solutions which considered all users, including motorists, bicyclists, public transit users and pedestrians of all ages and abilities, completed traffic safety and operational improvement studies for localized intersections and corridors, provided analyses of traffic safety issues and crash reduction measures, addressed community traffic engineering issues, utilized simulation and signal optimization tools to maximize transportation system throughput (using SYNCHRO and CORSIM), completed interchange justification, functional design and access management reports. He designed traffic signal/ advanced traffic management systems and designed guidance documents for traffic, technology, and traffic control devices. In addition, he prepared signing and pavement marking plans, maintenance of traffic plans with different construction phasing and performed lane closure analysis to simulate the impact of closing lanes during the construction.



Years of Relevant Experience

Education:

B.S., Civil Engineering, University of Florida, 1979

Professional Registrations:

Registered Professional Engineer, FL #37772

Professional Certifications:

Final Estimates - Levels 1 & 2

Asphalt Paving Technician - Levels 1 & 2

QC Manager

Advanced Maintenance of Traffic

FDEP Stormwater, Erosion and Sedimentation Control Inspector

Critical Structures Construction Issues

Jorge A. Ortiz, P.E.

Construction Manager

Mr. Ortiz has over 32 years of experience in the design, project management and construction engineering and inspection (CEI) of Highway Transportation Projects throughout the State of Florida and Maryland. He has served as Senior Project Engineer/Administrator for FDOT projects in Districts 1, 4 and 6. His experience ranges from major interstate highway bridges to roadway projects and toll plazas. Mr. Ortiz has been responsible for Contract Management and Administration, procurement, bid processing, cost estimating and contract negotiation for various construction projects. He is also experienced in bridge design, load rating, inspection and rehabilitation.

He is responsible for construction management and contract administration of all south Florida CEI projects including office and field staff supervision, manpower and project schedule monitoring, review and negotiate contract changes, prepare and execute task work orders and supplemental agreements and maintain client relationships.

Relevant Experience

SR-A1A from Oakland Park Boulevard to Flamingo Avenue Fort Lauderdale, FL: Senior Project Engineer. This is a "Greenway" beatification enhancement project which entails the reconstruction and restoration of approximately 1.04 miles of a four-lane roadway facility to include a bike lane in each direction and a raised median. The work also includes major improvements to the existing drainage system, new curb and gutter, sidewalk, extensive hardscape, lighting, signalization, signage and pavement markings. Responsible for the contract administration and construction management of this project including field staff supervision, overall construction project monitoring, Quality Control of contractor operations and materials certifications.

I-75/SR 93 from Broward County Line to East of SR-951 in Collier County, FL: Senior Project Engineer. This is a 50-mile safety improvement project consisting of the installation of guardrail along the outside shoulders on both NB and SB. Some existing guardrails will be upgraded to meet the current design standards and the maintenance service openings will be improved to provide a better delineated entry points. Responsible for contract administration and construction management including quality control, resolution of project issues, contract negotiation, construction inspection and supervision.

US-41 Groupings, Lee & Charlotte Counties, FL:

Project Engineer/Administrator. Provided CEI services on a grouping of 5 projects along US-41 in Lee and Charlotte Counties. Two of the five projects included: SR-867, McGregor Boulevard from College Parkway to Keenan Avenue, Lee County (FM No. 42522816201). These projects involved milling and resurfacing of 0.36 miles of roadway, widening of shoulders, drainage system reconstruction, sidewalk improvements, signing & pavement markings and signalization; Pine Island Road/SR-78 from US-41 to Del Prado Boulevard, Lee County (FM No. 42523015201) involved milling and resurfacing, widening of 2.6 miles of roadway for bike path, shoulder treatment, drainage improvements, de-silting, curb & gutter, guardrail, sidewalk construction, signing & paving and signalization.

Wiles Road, Broward County, FL: A \$23 million, 1.2 miles new 4-lane highway construction project from Power Line Road to West of the Turnpike including a concrete bridge over the Turnpike, drainage system, lighting, signalization, sidewalk, landscape and irrigation, signage and pavement markings. Responsibilities included construction management, inspection and supervision of all contractor operations including installation of a reclaimed water main, paving, testing and sampling of materials and contract administration.

Hiatus Road, Broward County, FL: A \$9.1 million, 1.4 miles new 4-lane highway from Sunrise Boulevard to Oakland Park Boulevard. Mr. Ortiz was responsible for design and roadway plan preparation of completed project including new drainage system sidewalk, pavement markings and signalization.

SR-824/Pembroke Road and SR-848/Stirling Road Projects, Broward County, FL:

Sr. Project Engineer - Responsible for Milling and Resurfacing, access management, signalization, signing and pavement markings, sidewalk repairs and ADA improvements. Duties included Contract Administration, Quality Control and Project Management, coordination with numerous utility companies for relocation/ modifications of their facilities, CPM Scheduling review and analysis, construction conflict resolution, MOT inspection, construction progress monitoring and evaluation, analysis and negotiation of contract changes and supervision of office and inspection staff.

SR-25/Okeechobee Road, Miami-Dade County, FL:

Sr. Project Engineer - Widening and re-construction of Okeechobee Road including installation of new drainage system and construction of a bulkhead wall along the Miami Canal. Mr. Ortiz was responsible for Construction Management, Contract Administration, Utility coordination, MOT inspection, Schedule review, analysis and negotiation of contract changes.

Westbound SR-836 Connector Ramp to Southbound Homestead Extension of Florida Turnpike (HEFT) Project, Miami-Dade County, FL:

Mr. Ortiz was responsible for the analysis and resolution of contract and project issues, general supervision and coordination of project personnel, monitor and review of construction progress and procedures, coordination and preparation of supplemental contract documents and related correspondence including reviewing and evaluation of amendments or change orders to the contract documents, design coordination, public relations and involvement.



Years of Relevant Experience

Depth of Experience:

- FP&L Smart Grid
- FP&L Distribution Planning
- Managed > 100 FP&L projects

Education:

B.S., Electrical Engineering, Tulane University, 1968

Professional Registrations:

Registered Professional Engineer, FL #14055

Timothy J. Patrus, P.E.

Power Design, Construction, Constructability Review

Mr. Patrus has over 49 years of hand on experience. He served as a Principal Engineer for FPL overseeing distribution planning and hardening projects.

Relevant Experience

Distribution Planning Supervisor South Region, FPL - Supervision of the group responsible for distribution infrastructure analysis and planning for the Dade & Broward County area to ensure system reliability and capacity for normal and abnormal conditions. Also responsible for feeder breaker relay coordination, system voltage, capacitor placement, and providing technical support to the areas.

Distribution Planning Principal Engineer, FPL - Responsible for analysis and planning support for the Distribution Planning department including budget, system development, capacity guidelines, and the model feeder program.

Distribution Operations Support Supervisor, FPL - Lead supervisor for the distribution cable rehabilitation group which provides Cable Rehabilitation services to the Areas. Programs cover both feeder and lateral cables which includes locating and repairing lateral faults and rehabilitation of direct buried lateral cables that meet the rehabilitation program criteria. Responsibilities include program development, contract administration, operational management and invoice approval and processing for services provided; also support the operational activities associated with the Partial Discharge testing of our direct buried feeder cable sections. This process includes testing, the follow-up repairs to the cables or full replacement of the section based on the testing results.

Distribution Planning Senior Engineer, FPL - Responsible for distribution infrastructure analysis and planning for the North Dade area to ensure system reliability and capacity for normal and abnormal conditions. Also responsible for feeder breaker relay coordination, system voltage, capacitor placement, and technical support to the areas.

Reliability Performance Engineer, FPL - Responsible for reliability planning, programs, and monitoring for the Distribution Unit. Team member of the initial Reliability 2000 Program; developed the thermovision/feeder inspection; the multiple interruptions; and the feeder, lateral, & momentary outliers programs.

**Service Planning, Resource and D&R Supervisor**

-Wingate Service Center, FPL - Responsible for the supervision of service planners and designers providing customer interface and engineering design for new construction and maintenance of existing electrical distribution facilities; also manage the resource function encompassing workload, cost, and performance; also supervise D&R crews.

Distribution Crew Supervisor, FPL - West Dade Service Center - Responsible for the supervision of crews and support personnel to provide for construction, operation, maintenance, and restoration of electrical distribution facilities.

Reliability Planner - South Area, FPL - Responsible for reliability planning, programs, and monitoring. Additional responsibilities included preparation and monitoring of the capital budget; business plan development; technical support to the service centers; Wiredown Coordinator; DMMS Coordinator; and Storm Logistics Supervisor.

Central Broward Capital Budget Coordinator, FPL - Responsible for monitoring and initiating corrective action for capital budget variances and forecasting.

Construction Services Engineer - Central Broward Area, FPL - Responsible for engineering design of electrical distribution facilities for system improvement and large revenue work.



Hector Laguna

Construction Inspector

Mr. Laguna has over 23 years of experience with all facet of construction including projects with large volumes of excavation and embankment placement, subbase and base construction and asphalt placement. He is also experienced with quality control processes needed to coordinate the progress of projects for the approval by the contractors.

Relevant Experience



Years of Relevant Experience

Education:

B.S., Civil Engineering, Florida International University, 1994

Professional Certifications:

Asphalt Paving Technician - Level 1

Earthwork Construction Inspection - Level 1

Intermediate Maintenance of Traffic

TROXLER Nuclear Training and Safety

HAZMAT

FDEP Stormwater, Erosion & Sedimentation Control Inspector

MSE Wall

Auger Cast Piles

Critical Structures

NW 52nd Street from NW 107th Avenue to NW 97th Avenue and NW 102nd Avenue from NW 58th Street to NW 41st Street, Doral, FL: Observe the installation of new drainage structures, installation of French drain, milling and resurfacing of existing asphalt pavement and new bike paths, replacement of existing pavement markings and new installation of RPM's, observe the forming and pouring of sidewalk and curb along the project site. Comply with all FDOT LAP document requirements including MOT for pedestrian, school zones, and vehicular traffic throughout project site. Attendance at various project progress meetings as required. Recorded all work performed and material used to provide a full accountability at projects end.

Construction and paving of Warnes-Montero, Warnes, Bolivia: Project Administrator and technical advisor Joint Venture Minerva Ltda., Constructora Cruceña Ltda. Construction and paving of Warnes - Montero four lane highway and WARNES BYPASS. Servicio Nacional de Caminos / Gobierno Municipal City of Warnes, Bolivia.

Periodic maintenance of roadways, Nacional de Caminos, Bolivia: Project Administrator and technical advisor Joint Venture administrator Minerva Ltda., CONSTRUCTORA CRUCEÑA LTDA. Periodic maintenance of roadways. Highways Santa Cruz - Trinidad and Trinidad - La Paz (Section Varador - Trinidad). Servicio Nacional de Caminos, Bolivia.



Roland Barros

Construction Inspector

Mr. Barros has over 18 years of hands-on experience in construction management, serving as a Project Administrator, Office Engineer and Inspection related services. He is also experienced in industrial safety, and job site hazard and accident prevention requirements. Working 11 years at FDOT District 6, Mr. Barros and his field inspection team received Florida Best in Construction 2005 Community Awareness Award for Kendall Drive and Florida Best Construction 2006 Community Awareness Award for Red Road.



Years of Relevant Experience

Education:

B.S., Construction Management,
Florida International University, 2009

A.A., Civil Engineering,
Broward County Community College,
2005

B.S., Mechanical Engineering,
Universidad Gran Mariscal de
Ayacucho, Venezuela, 2003

A.A., Computer Science, Antonio J.
de Sucre Polytechnic, Barcelona,
Venezuela

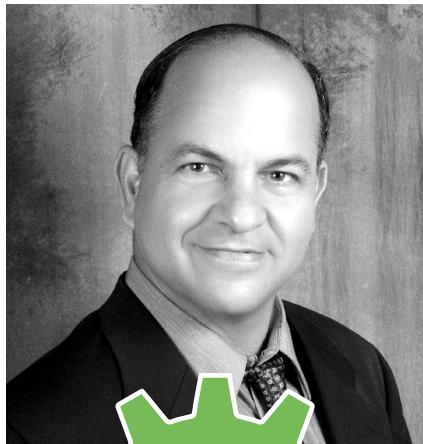
Professional Certifications:

QC Manager
Final Estimates - Levels 1 & 2
Concrete Field Technician - Level 1
Drilled Shaft Inspection
Earthwork Construction Inspection -
Levels 1 & 2
Asphalt Paving - Levels 1 & 2

Relevant Experience

SR-A1A from Oakland Park Boulevard to Flamingo Avenue Fort Lauderdale, FL: Project Administrator - Full re-construction of A1A from Flamingo Ave to Oakland Park Boulevard. This project includes full depth roadway re-construction, LED lighting and signalization improvements, drainage, Silva Cells and utility improvements for Broward County.

SR-826/ Palmetto EXWY at Okeechobee Road Interchange, Add Lanes & Reconstruction/Rail Track, Miami-Dade County, FL: Senior Inspector - Responsibilities included taking densities, inspection on signs, inspection on conduits, wires, mast arms, making sure the right mix design on concrete and asphalt were used. Inspected drainage structures and materials, preparation of daily reports on Site Manager, taking final measurements and preparation of final computations, assisted the Project Engineer with field and office duties (final plan, computation book). Maintained daily logs, follow up contractor schedule. This project includes full roadway reconstruction, interchange construction, substructure with bulb-tee beam and stay-in place metal deck superstructure, MSE retaining walls, lighting and signalization improvements, drainage and utility improvements for FDOT District 6.



Years of Relevant Experience

Education:

B.S., Civil Engineering, Florida International University, 1984

Professional Certifications:

Final Estimates - Levels 1 & 2

Asphalt Paving Technician - Level 1

Earthwork Construction Inspection - Levels 1 & 2

ATSSA Worksite Traffic Supervisor Certification

MOT Maintenance of Traffic

Base Testing Certified

International Municipal Signal Association

MSE Wall Certification

MEW-Basic/Multiline Earth Work

HAZMAT Certification

Ramon Llana, E.I.

Construction Administrator

Mr. Llana has over 32 years of Construction Engineering and Inspection experience. Within those years he has worked on projects ranging from major roadway construction to bridge construction. He has served as both Project Engineer and Office Engineer on FDOT projects in Districts 4 and 6 as well as Tallahassee's Central Office and the Turnpike.

Relevant Experience

City of Miami, FL: Project Engineer – Mr. Llana served as Project Engineer on projects covering the reconstruction of different city streets, drainage, circle construction at Intersections, landscaping. He was responsible for all project coordination and supervision, including documentation of all measurements and computations, supervising contractor's monthly estimates and final estimate package.

Reconstruction of NW 25th Street, Miami-Dade County, FL: Contract Support Specialist - This project includes the reconstruction of NW 25th Street and the construction of the Viaduct over the Palmetto Expressway. Mr. Llana was responsible for all project documentation, which included among other things correspondence, construction contract changes (SA's, work orders, etc.), design issues and plans submittals, measurements and computations tracking, preparation of monthly estimates and final estimate package.

Reconstruction of SR-5/US-1 and Jewfish Creek Bridge: Mr. Llana was responsible for all project documentation that included correspondences, construction contract changes (SAs, work orders, etc.), measurements and computations tracking, design issues and plans submittals, preparation of monthly estimates and final estimate package. The projects included three Design-Build and one Bid Build.

- Reconstruction SR- 5/US-1/Jewfish Creek Bridge (\$156,376,502.00)
 - Granite
- Reconstruction SR- 5/US-1/(\$43,020,378) – Community Asphalt
- Reconstruction SR- 5/US-1/(\$110,896,460) – Community Asphalt
- Reconstruction SR- 5/US-1/(\$10,811,687) – Central Florida-75/SR 93 from Broward County

Miami Intermodal Center (MIC), Miami-Dade County, FL: Project Engineer/Office Engineer - Widening and reconstruction of NW 25th and NW 26th Streets and NW 37th Avenue. The scope of the project also included drainage, sidewalk construction and striping. Mr. Llana was responsible for all project coordination and supervision, including documentation of all measurements and computations, preparation of monthly estimates and final estimate package and input of data in the FDOT's CQR system.

Flagler Street from 27th to 69th Avenue, Miami-Dade County, FL: Project Engineer/Office Engineer - This Milling and Resurfacing project included the replacement of all signalization, signage, striping and pedestrian ramps along Flagler Street. Mr. Llana was responsible for all project coordination and supervision, including documentation of all measurements and computations, preparation of monthly estimates and final estimate package and input of data in the FDOT's CQR system.

Palmetto Expressway, Miami-Dade, FL: Project Engineer/Office Engineer - Construction of Auxiliary Lanes and Eastbound Exit Ramps at SR-826 and NW 67th and 57th Avenues. Mr. Llana was responsible for all project coordination and supervision, including documentation of all measurements and computations, preparation of monthly estimates and final estimate package and input of data in the FDOT's CQR system.

Biscayne Boulevard and Ives Dairy Road, Miami-Dade County, FL: Office Engineer - This project consisted of constructing a raise intersection over Biscayne Boulevard in the City of Aventura. Mr. Llana was responsible for generating and updating monthly progress estimates, maintaining the project file system, record keeping of daily ledger input and coordination of all field test results into the Department's TSO/CQR System. He was also responsible for the administration and preparation of weekly and monthly construction reports and preparation of final estimate.

Palmetto Expressway Expansion Project from US-1 to Sunset Drive, Miami-Dade County, FL: Project Engineer - Widening and Reconstruction of SR-826. This project included the construction of MSE walls, an elevated ramp connecting Kendall Drive with SR-826, a Texas U-turn connecting SR-826 with Dadeland mall and widening of existing bridges along SR-826. Mr. Llana assigned tasks to senior and roadway inspectors, supervised all aspects of roadway construction, which included the construction of MSE walls, asphalt, base, street lighting, drainage, signalization and maintaining the project file system for FDOT.



Todd Reich, ISA, LIAF, FCLT

Landscape Inspector



Years of Relevant Experience

Professional Certifications:

ISA Certified Arborist, FL5423A
 ISA Tree Risk Assessment Qualification
 LIAF Certified Landscape Inspector,
 2011-099
 University of Florida, Landscape Palm
 Management
 FDEP Stormwater Management
 Inspector, #34386
 FDEP, Green Industries Best
 Management Practices, GV12116-1
 FDEP Stormwater, Erosion &
 Sedimentation Control Inspector Training
 & Certification
 FDOT MOT #11312
 FDACD, LTD Commercial Fertilizer
 Applicator, LF225308
 Broward County Spec. Plumber-Lawn
 Sprinkler, CC#08-CLS-15459-x
 FL Division of Emergency Management,
 Debris Management, G-202
 OSHA- 10 hour certified
 FNGLA Certified Horticulture
 Professional (FCHP)
 FNGLA Certified Landscape Technician
 (FCLT)

As a Certified Landscape Inspector and Certified Arborist with over 27 years of experience in the industry, Mr. Reich possess thorough knowledge of arboricultural practices and procedures. In addition, Mr. Reich has an extensive background in plant deficiencies and fertilization, pest identification and treatment, and knowledge of laws, codes and ordinances relating to trees and plant material. Fully trained in Florida Grades and Standards, Mr. Reich's other key experience includes: reviewing plans and availability of plant material as per specifications; auditing irrigation systems and implementing water & energy saving measures; inspecting work performed in the field to assure standard operation procedures are followed and performance standards are met; assisting in administering city and county ordinances and standards with various Homeowners' Associations (HOAs); designing and implementing a safety program and weekly safety meetings; and developing specifications and RFPs for integrated pest management, fertilization, arboriculture, irrigation and turf maintenance for management companies and HOAs.

Relevant Experience

SR-9/I-95 from Southern Boulevard to Belvedere Road, FPID #433907-1-52-01, Palm Beach County, FL: Landscape construction inspection and establishment period monitoring.

SR-9/I-95 & SR-862/I-595 Interchange, FPID #433897-1-52-01, Broward County, FL: Landscape and irrigation construction inspection and establishment period monitoring.

Turnpike Interchanges at MP 244, SR-91, Osceola County, FL: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

Turnpike Headquarters at Turkeylake, FPID #190778-1-52-72: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

Turnpike Service Plazas at Fort Drum, FPID #433915-1-52-01, Canoe Creek, FPID #190778-1-52-71, Okahumpka, FPID #435126-2-52-02, FL: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

Turnpike Service Plaza at Canoe Creek: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

Turnpike Service Plaza at Okahumpka: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

SR-570 Polk Parkway at I-4, Orlando, FL: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

Polk Parkway at I-4, Orlando, FL: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

SR-417 Seminole Expressway at I-4, FPID #433936-3-52-01, Orlando, FL: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

US-1, FPID #419853-2-52-01, Key Largo and Tavernier, Monroe County, FL: Landscape construction inspection and establishment period monitoring.

SR-826 from NW 62nd Avenue to NW 42nd Avenue, FPID #250071-2-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

Golden Glades Park & Ride, West Lot, FPID #251684-5-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

SR-826 South Bound on ramp at S New River Drive, FPID #431951-1-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

SR-A1A Collins Avenue from 5th Street to Lincoln Road, FPID #250236-3-52-01, Miami-Dade County, FL: Landscape and irrigation construction inspection and establishment period monitoring.

SR-859 from US-1 to SW 40 Street, FPID #428484-1-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

SR-A1A/Indian Creek Drive & SR-112, FPID #405578-1-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

SR-826 North Bound exit at 122nd Street, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.

SR-25/Okeechobee Road from SR-821/Turnpike to NW 79th Avenue, FPID #405610-5-52-01, Miami-Dade County, FL: Landscape construction inspection and establishment period monitoring.



Years of Relevant Experience

Professional Certifications:

University of Florida, Landscape Palm Management
 ISA Certified Arborist, FL #6380A
 LIAF Certified Landscape Inspector, FL 2014-145
 Broward County Tree Trimming Instructor - UF/IFAS Extension
 Florida Department of Agriculture - Limited Landscape Certification
 Florida Department of Transportation - MOT Certification
 Green Industry Best Management Practices - Certified Instructor State of Florida
 FNGLA Certified Horticulture Professional (FCHP)
 FDEP Stormwater Erosion & Sedimentation Control Inspector Training & Certification
 FDEP Best Management Practices – Florida Green

Arturo Izquierdo, ISA, LIAF, FNGLA

Landscape Inspector

Mr. Izquierdo has over 14 years of experience in the landscaping industry, founding a well-respected full service commercial landscaping company. He is completely committed to professionalism, delivering the highest standards and value to his clients. His experience includes design, installation and maintenance on many projects throughout South Florida. Mr. Izquierdo and his team have worked together to produce exceptional landscape installations with all plan components of each project in full compliance with local codes and state standards and specifications. From managing the installation, maintenance and inspection of large projects throughout the area, Mr. Izquierdo has developed an environmentally conscious vision of sustainable construction and maintenance strategies. As a dedicated professional, Mr. Izquierdo generously donates his time training and preparing new generations of tree care professionals. He is a State Certified Green Industry Best Management Instructor as well as a Tree Trimming Instructor for the University of Florida/IFAS Extension, Broward County. Sharing his passion for outdoor living environments and with a focus on tree care and landscape installation, Mr. Izquierdo's mission is to educate, train and equip tree trimmers with the latest techniques on tree care from structural pruning to pest and disease management. His breadth of experience and extensive knowledge make him a powerful asset to the green industry.

Relevant Experience

I-95 at Indiantown Road, Palm Beach County, FL: Landscape and irrigation construction inspection and establishment period monitoring.

SR-9/I-95 from Southern Boulevard to Belvedere Road, Palm Beach County, FL: Landscape construction inspection and establishment period monitoring.

SR-9/I-95 & SR-862/I-595 Interchange, Broward County, FL: Landscape and irrigation construction inspection and establishment period monitoring.

SR-417 Seminole Expressway: Landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

US-1, Key Largo and Tavernier, FL Monroe County, FL: Landscape construction inspection and establishment period monitoring.

I-75 from SR-826 to NW 170th Street, Miami-Dade County, FL: Landscape construction inspection and relocation monitoring.

Flagler Street from NW 72nd Avenue to NW 27th Avenue, FPID 435407-1-52-01, Miami, FL: A RRR project improving turn lanes and adding medians. Performing monthly inspections of the landscape installation.

SR-A1A Landscaping from Sunrise Boulevard to NE 18th Street, FPID 433688-6-52-01, Fort Lauderdale, FL: Conducting inspections and nursery approvals to ensure plan compliance for this beach streetscape project.

Broward County School Board, Broward County, FL: Landscape installation and irrigation project. Southwest bus and transportation facility, Southwest Ranches.

Miralago Community HOA, Parkland, FL: landscape installation and maintenance 540 homes and common areas.

Rialto Community HOA, Jupiter, FL: Landscape installation and maintenance for 450 homes and common areas.

Century Village, Deerfield Beach, FL: Landscape design and enhancement installations on several projects.

Villas de Tuscany, Sunrise, FL: Landscape mitigation project. Installation of trees and landscape per landscape plans.



Years of Relevant Experience

Education:

Business Administration, DeVry University, 2004

A.A., General Studies, Miami-Dade College, 1999

Professional Certifications:

Earthwork Construction Inspection - Level 1

Asphalt Paving - Level 1

MOT - Maintenance of Traffic Intermediate

TROXLER Nuclear Training and Safety

HAZMAT Training

Residence Compliance Specialist
Equal Opportunity Compliance

FDEP Stormwater, Erosion and Sedimentation Control Inspector

Rene Azcarreta

Utility Inspector

Mr. Azcarreta is a highly self-motivated communicator with strong interpersonal skills and a deep ability to achieve desired results in a fast paced environment. He is an analytical problem solver that works well both independently and as part of a team.

Relevant Experience

Utility Undergrounding and Conversion, City of Sunny Isles Beach, FL:

Utility Inspector of Phase 1 of a three phase project to move trench and install utility conduits from above to underground. This is a joint participation with Comcast, Atlantic Broadband, Hotwire Communications, FPL and the City of Sunny Isles Beach. Work includes nightly roadway closures and deviation in order for crews to access the current assigned area to removing existing road material, trench underground, install conduits, add allowable concrete or cement, and later asphalt to reopen the roadway for the visitors and citizens traveling through a main thoroughfare A1A/ Collins Avenue. Duties also include capturing the current conditions of the project and update post evening work accordingly to provide a final as built plan to project leaders.

36th Street Roadway Enhancement, FM: 418065-2 & 425979-1, Miami-Dade County, FL:

Provide nightly inspection as part of FDOT's roadway enhancement within the City of Miami to Miami Springs along NW 36th Street. Work includes various inspection duties from observing drainage conduit repairs, drainage inlet clean out, roadway and curb installations, bridge roadway and bridge deck repairs, traffic signal installation, roadway thermoplastic and stripe installations to roadway signs installation.

Bike Lane and Roadway Resurfacing, Doral, FL: Observe the installation of new drainage structures, milling and resurfacing of existing asphalt pavement and new bike paths, replacement of existing pavement markings. Comply with all FDOT LAP document requirements including MOT for both pedestrian, school zones, and vehicular traffic throughout project site.

Roadway Improvement 25th/79th Street, Miami-Dade County, FL:

Observe the removal of sidewalk and curb along project site. Recorded all work performed on work log to ensure accountability of how much material was used for proper payment of services. Coordinate with businesses to ensure no impact to their operations and report any discrepancies to FDOT Project Manager.

University of Miami, Coral Gables, FL: Observation of new asphalt pavement placement for realigned Dickinson Drive. Observation of new concrete sidewalk and parking island curbs South of William Walsh Ave & Dickinson Drive. In addition, observed the construction of the new signalization installation at Miami Dade Transit University Station Metrorail parking lot. Observe the installation of a new vehicular bridge west of the new University of Miami UHealth Ambulatory Center. Monitor turbidly curtain surrounding both ends of the new vehicular bridge and report any discrepancies to avoid any environmental impact.

Waste Management, Medley, FL: Responsible for project observation which include: New sewer main and force main pipe lines. Construction of new retention pond. New irrigation system, landscaping and chain-link fence throughout project site. Installation of 9 inch fiber concrete pavement, pavement markings and mounted signs. Observation and installation of new Compressed Natural Gas (CNG) compound. Attendance at various project progress meetings as required.

Springs Landings and Sabal Palm Drive, Seminole County, FL: Observe the marking, removal and forming of all sidewalk and curb work to be replaced throughout project site. Recorded all work performed and material used to provide a full accountability at projects end. Work was part of the County's CIP were work was performed within residential areas. Work was extended as part of that imitative to help reduce trip hazards throughout project site.

In-House LAP Consultant for FDOT District 6: Federal Reimbursement Specialist - Providing a full detail review and audit of all LAP invoices submitted to FDOT to be processed for reimbursement. Maintaining the departments tracking sheet for data and financial overview on project standings. Reporting on active contracts with pending activities on a weekly production meeting. Coordinating with District Legal Department on public inquiry requests for related project data for various use. Following LAP Construction Audit findings for allowable reimbursement amount due to construction compliances. Preparing Project Close Out Packages when project is to be closed and completed in FDOT's systems. Coordinating with Local Agencies Grant Managers within District 6 (Miami-Dade & Monroe County) by analyzing their reimbursement package(s) and provide feedback on missing items, including provide all assistance with invoicing procedure and policies. Upon request from District or Central Office Auditors, compiling related contract material for audit to State and Federal Auditors. Using various Department programs to verify current project standings and payments: Local Agency Program Information Tool (LAPIT), Flair Information Delivery Options (FIDO), Florida Accountability Contract Tracking System (FDOTFacts), Financial Integrity Review and Evaluation (FIRE) Report, Contract Funds Management System (CFM), LAP Tracking, Florida Accountability Information Resource (FLAIR), Mainframe, ProjectSuite Enterprise.



Paul DiPaola

Utility Inspector

Mr. Di Paola has over 14 years of experience as a CEI Senior Inspector. Mr. Di Paola's duties are broad and include inspection of bridge construction, water distribution system installation, sanitary sewer collection system installation, roadway construction, milling and resurfacing, and drainage.



Years of Relevant Experience

Education:

SUNY Farmingdale, State University of New York

Professional Certifications:

Drill Shaft Inspection

Pile Driving Inspection

Concrete Field Technician - Level 1

Earthwork Construction Inspection - Levels 1 & 2

Asphalt Paving Technician - Levels 1 & 2

IMOT – Maintenance of Traffic Intermediate

Relevant Experience

SR-A1A from Oakland Park Boulevard to Flamingo Avenue, Broward County, FL: Providing CEI services for the Multi-phase Reconstruction of Subgrade, base and both structural and friction Coarse asphalt, Drainage installation, lighting, signalization, striping, new ADA ramps, Brick paver sidewalks and Silva Cell installation.

SR-9/I-95 from Myrtle Avenue Bridge to Pedestrian Bridge North of Galfair Boulevard Interchange, Jacksonville, FL: Providing CEI services for the milling existing asphalt, structural and friction coarse asphalt paving, striping and guardrail installation.

FLL Airport Runway Expansion, Broward County, FL: Provided CEI inspection for installations of drainage, water main, force main, signage, sheet pile wall and paving with concrete and asphalt for the runway expansion project.

SR-7/NW 2nd Avenue from NW 176th Street to 1200 ft. South of NW 215th Street, North Miami, FL: This 2-mile resurfacing milling and resurfacing project includes slope correction, sidewalk and median brick pavers installation, signalization mast arms, drainage correction, lighting, minor bridge repair, and traffic separator correction/widening.



Years of Relevant Experience

Education:

B.S., Civil Engineering, Clemson University, 1975

M.S., Civil Engineering, Utah State University, 1981

Professional Registrations:

Registered Professional Engineer, FL #38175

Professional Affiliations:

American Society of Civil Engineers

Florida Engineering Society

Association of State Dam Safety Officials (ASDSO)

Kevin E. Aubry, P.E.

Lead Geotechnical Engineer

Mr. Aubry specializes in the earthwork and underground components of civil engineering projects that range from roads and bridges to dams and water resources. Following receipt of a Master of Science in 1981, he has 36 years of experience in Geotechnical Engineering field. Mr. Aubry is responsible for client contact, project management, geotechnical engineering analysis, development of geotechnical engineering recommendations, and report preparation.

Relevant Experience

Woolbright Road Raw Watermain, Military Trail to Congress Avenue, Boynton Beach, FL: Senior Geotechnical Engineer - The project consisted of installation of a new 36-inch diameter raw watermain. The new pipeline alignment follows Woolbright Road from Military Trail to Congress Avenue for a distance of approximately 9,400 feet. The scope of work involved exploratory borings along the pipeline alignment, laboratory examination of samples collected from the field, and recommendations for the geotechnical aspects of the project. Since the work was within the Right-of-Way (ROW) of Palm Beach County, the firm submitted and obtained a ROW Use Permit. Further, owing to the work being largely within travel lanes of Woolbright Road, a Maintenance of Traffic plan was set up a in accordance with the Florida Department of Transportation standards.

Okeechobee Boulevard (SR-704) from 1800 Feet West of E Road to Just East of Folsom Road, Palm Beach County, FL: Senior Geotechnical Engineer - The project involved the widening of Okeechobee Boulevard from 1,800 feet west of E Road to just east of Folsom Road over a length of two miles. The firm provided soil exploration and laboratory testing to define the index properties of the predominant types of soils along the project corridor. The firm also prepared the roadway soil survey report that addressed embankment construction, excavations for underground utilities and foundation issues related to the utilities.

Proposed 20 Inch Diameter Reclaimed Water Main, Boca Raton, FL: Senior Engineer - The City of Boca Raton requested installation of an emergency 20-inch diameter reclaimed water main beneath Military Trail on the north side of Yamato Road. The pipeline is planned to be installed to a depth of 40 feet using directional drilling methods. The firm provided subsurface exploration and geotechnical engineering recommendations for the proposed construction.

North and South Roads (Harbor Estates), Boynton Beach, FL:

Senior Engineer - Geotechnical engineering services were provided in connection the design and construction of new drainage pipelines and structures, a new water main, and some new sanitary sewer mains. The drainage pipelines were planned to be comprised of 24 to 36-inch diameter reinforced concrete (RCP) pipe. The drainage would be routed to three pollution control structures with eventual outfall to the Boynton Canal. The firm provided subsurface explorations consisting of Standard Penetration Test (SPT) borings, pavement coring, and groundwater sampling.

Glades Water Main Project, Belle Glades, FL: Senior Engineer - The project consisted of the design and construction of a new water main in the City of Belle Glade, within the jurisdiction of Palm Beach County Water Utilities. The firm performed subsurface exploration and laboratory testing and provided geotechnical engineering recommendations for the proposed pipelines and related construction.



Years of Relevant Experience

Education:

B.S., Biology, Arizona State University, 2001

M.S., Marine Biology, Nova Southeastern University, 2006

Professional Certifications:

ISA Certified Arborist, 2012

PADI Certified Advanced Open Water

Rescue SCUBA Diver, 2003
CPR and Emergency First Response

FDOT Maintenance of Traffic (MOT)
Intermediate Course, Certificate
#11314, 2015

Certified Stormwater Inspector, 2015

FNGLA Certified Landscape
Technician (FCLT)

Marisa Magrino, ISA, LIAF, FNGLA

Lead Scientist

Ms. Magrino is a Senior Environmental Scientist and Permit Coordinator with Keith & Schnars. She recently served as a Natural Resources Specialist, requiring her to effectively manage projects, issue licenses and permits, conduct biological assessments and wetland determinations, create and review technical reports, map wetland and seagrass in GIS, and ensure compliance with regulations on all levels. Due to her extensive educational and professional experience, Ms. Magrino is proficient in coastal and wetland species identification, mitigation assessment methodologies (e.g. UMAM, MWRAP, and WATER) and various computer programs. Ms. Magrino has also received her certifications as an ISA Certified Arborist and a PADI Certified Advanced Open Water Rescue Diver.

Relevant Experience

Sanitary Sewer Main Repair, Rose Drive, Fort Lauderdale, FL: Keith & Schnars' engineering and environmental divisions were retained by the City of Fort Lauderdale to replace a gravity sewer main line. Ms. Magrino was the project manager and conducted a biological survey (mangroves) of the proposed work area to determine environmental impacts. She obtained environmental authorizations from Broward County, FDEP and ACOE for the City of Fort Lauderdale. Woolbright Road Raw Watermain, Military Trail to Congress Avenue, Boynton Beach, FL.

Wetland Mitigation at Everglades Restoration Area, Weston FL: Ms. Magrino assists with construction compliance of a 42-acre wetland mitigation area, and assisted with setting transects and collection of field data for the time zero baseline report. Site included a mosaic of emergent wetlands, tree islands, open water habitat, and a perimeter berm.

I-95 and Oslo Road/CR-606 Interchange, Indian River County, FL: Keith & Schnars prepared a PD&E Study for FDOT District 4 to create an interchange at Oslo Road and I-95 in Indian River County. Ms. Magrino worked on supporting reports (Wetland Evaluation Report (WER) and Endangered Species Biological Assessment (ESBA) for this PD&E study.

Biologist, Miami-Dade County DERM, Miami, FL: Ms. Magrino managed, processed and issued Class I permits for coastal construction projects, while ensuring compliance with the Miami-Dade County Code and Manatee Protection Plan. Additional duties included: conducting biological assessments; creating technical reports; analyzing findings to evaluate potential environmental impacts to seagrass and mangroves; making recommendations for avoidance, minimization and mitigation; reviewing technical reports (biological surveys) and engineering plans.

Natural Resource Specialist, Broward County,

Plantation, FL: As Natural Resource Specialist, Ms. Magrino was responsible for the management and issuance of Environmental Resource Licenses for the County and Environmental Resource Permits on behalf of FDEP and SFWMD. Additional duties included: conducting biological assessments and wetland determinations; creating technical reports; analyzing findings to evaluate potential environmental impacts to water quality, fish, wildlife and vegetation (seagrass, mangroves and wetland species) and making recommendations for avoidance, minimization and mitigation; monitoring and managing wetland preservation and mitigation areas; reviewing technical reports (biological surveys, hydrologic data), plats and engineering plans; GIS wetland and seagrass mapping, maintenance and analysis; conducting seagrass data sampling and monitoring surveys; preparing and issuing Warning Notices and Notices of Violations for unauthorized environmental impacts; developing internal guidance and policies; assuring compliance with Broward County Code, Manatee Protection Plan and State laws; and coordinating with other departments on internal, state, and federal levels when evaluating projects.



Years of Relevant Experience

Education:

Surveying and Mapping, Palm Beach Community College, 1989

Professional Registrations:

Professional Land Surveyor
FL #5066

Certifications:

Traffic Control Certification since October, 2001

Confined Space Entry Training
Program Certification
(OSHA 1910.146)

FUCC Utility Coordination Discussion Seminar Regular Attendee

CSX Roadway Worker Protection
Annual Certification, 2012

Jay Scagliola, P.L.S.

Subsurface Utilities

Mr. Scagliola is the key person in coordinating our utility locating. His familiarity with subsurface utility investigations, along with survey knowledge, is essential to InfraMap. He directs all contractual, managerial and supervisory aspects. His responsibilities include: designating and utility locating project coordination in Florida, client communication, contracts, scope detail, quality assurance/quality control, and final project review of survey processing and computer drafting. Mr. Scagliola's widespread network of contacts and utility locating knowledge is well respected at the Florida Department of Transportation, as well as with private clients and municipalities.

Relevant Experience

Utility Undergrounding and Conversion, Sunny Isles Beach, FL: InfraMap crews performed Utility Locating and Mapping Services in City of Sunny Isles Beach. Project included the investigating of infrastructure conflicts for the design and planned city improvements. Crews coordinated with Keith & Schnars survey parties. Close coordination with city personnel for Right-of-Way permit and off-duty officer scheduling. InfraMap sub consultant to Keith & Schnars.

Town of Palm Beach Town wide Undergrounding, FL: Utility locating services to depict existing conflicts and proposed structure conflicts starting at the north-end of Palm Beach Island. A total of over two hundred test-hole locations to be completed and referenced survey data on recorded on our submittal. (2016)

References

1. Client: City of Sunny Isles Beach

Address: 18070 Collins Avenue
 City/State/Zip: Sunny Isles Beach, FL 33160
 Contact: Christopher J. Russo Title: City Manager
 Telephone: (305) 792-1731
 Email: crusso@sibfl.net

Scope of Work: Civil and utility engineering, surveying and mapping

Fees: \$1.1 million; Construction Estimate: \$4.5 million

2. Client: City of Fort Lauderdale

Address: 100 North Andrews Avenue
 City/State/Zip: Fort Lauderdale, FL 33301
 Contact: Hal Barnes, P.E. Title: Assistant City Manager
 Telephone: (954) 828-5065
 Email: hbarnes@fortlauderdale.gov

Scope of Work: Civil and utility engineering

Construction Estimate: \$7.5 million

Prior Project Performed for the City of Pompano Beach

Atlantic Boulevard Streetscape (2013)

Mitchell Moore Park Phase II (2009 (design)/2011 (construction))

Mitchell Moore Park Improvements (2008)

East Pompano Beach Community Redevelopment Plan and Atlantic Boulevard Overlay District (2002)

Atlantic Boulevard CPTED (2001)

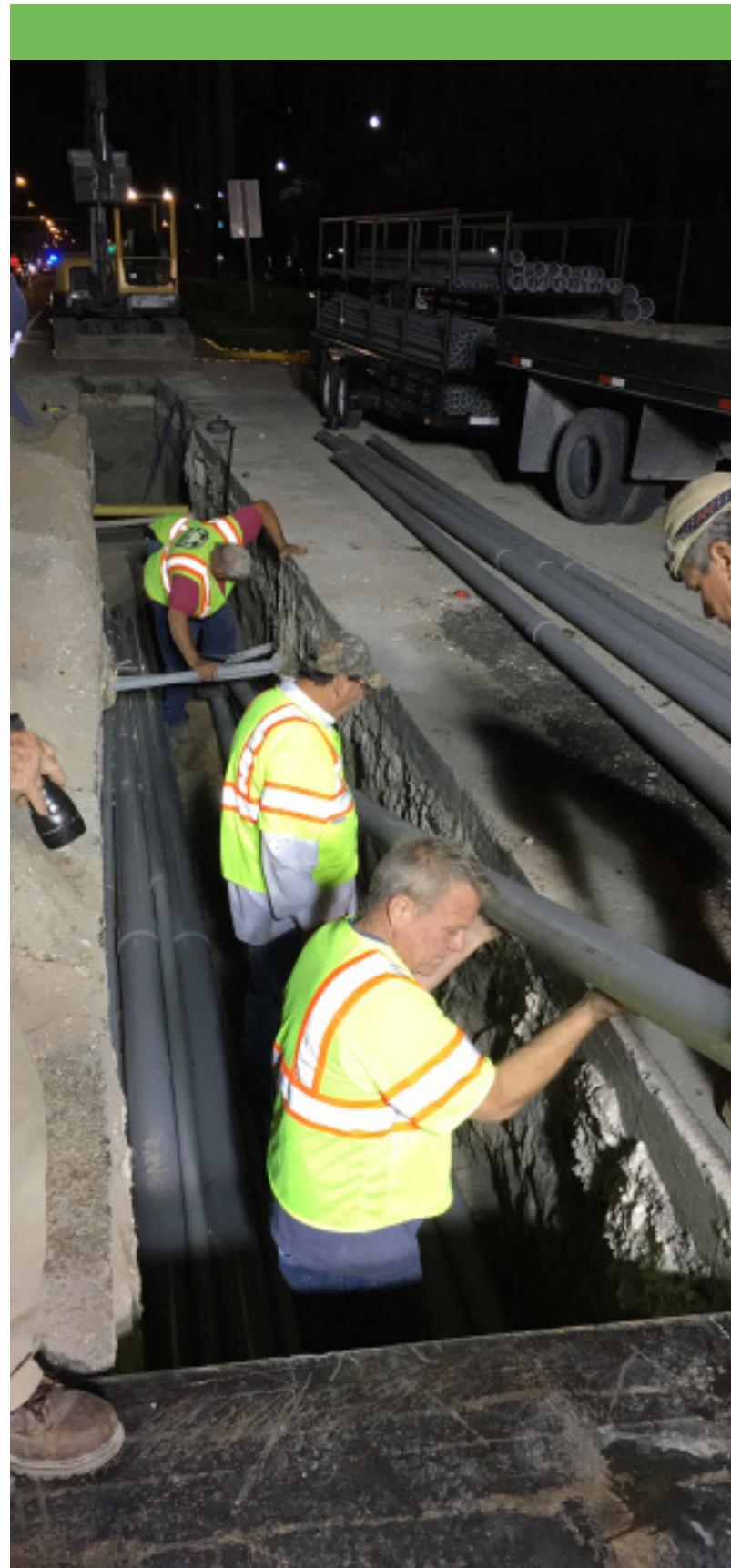
Pompano Beach Parks (2000):

- Pompano Beach Community Park (Jaycee Park)
- Kester Park
- Wade Horn Park
- Westside Park
- Harbor's Edge Park
- Atlantic Boulevard Zoning Overlay District (1999)

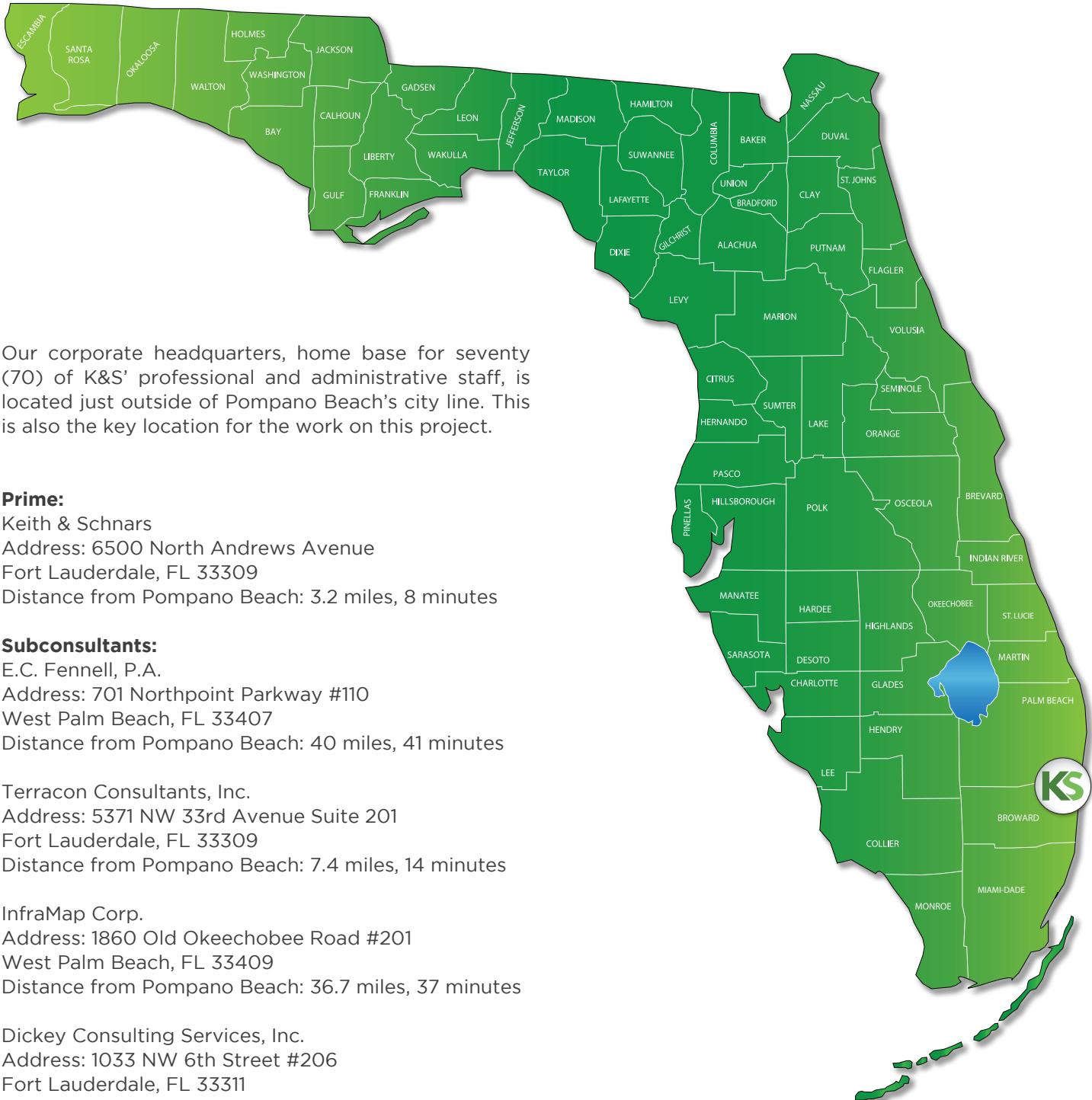
Pompano Beach Local Activity Center LUP

Amendment CRA (1996)

Pompano Beach Comprehensive Plan (1988)



Office Locations



Terracon

InfraMap
CORP

Dickey
Consulting
Public Relations-Project Management-Strategic Planning-Economic Development
"Sustaining Communities"

Litigation History

Sanchez v. Keith and Schnars (2016): KEITH & SCHNARS (K&S) provided surveying services as a subconsultant for an Army Corps of Engineers project located along US-27 in Broward County. Sanchez failed to stop and yield the right-of-way, before attempting to cross US-27 from the west. As a result, his vehicle was struck by a third party on the far eastern edge of US-27. Plaintiff claimed our parked vehicles in the grass median away from the edge of the road obstructed his view. The matter was resolved.

- o **Case #: CACE 15-021376 (14)**
- o Name of court: Circuit Court of the 17th Judicial District, Broward County
 - Opposing Counsel: Bradley Winston, Esq.
 - Email: bwinston@winstonlaw.com, Telephone: 954-475-9666

Middleton v. Keith and Schnars (2015): K&S provided professional services for the Florida Department of Transportation (FDOT) for a roadway improvement project along Highway 301 in Nassau and Duval counties. On December 18, 2013 a semi-trailer driver passed out while driving along the project and fatally plowed into the Plaintiff. The case was voluntarily dismissed.

- o **Case #: 45-2015-CA-0004460AXYX**
- o Name of court: Circuit Court of the 4th Judicial Circuit, Nassau County
 - Opposing Counsel: Curtis S. Pajcic, Esq.
 - Email: curt@pajcic.com, Telephone: 904-358-8881

Keith and Schnars v. The Related Group (2012): K&S provided professional services for the Related Group. The Related Group refused to pay or respond to request for payment. The matter was settled.

- o **Case #: CACE12032235**
- o Name of court: Circuit Court of the 17th Judicial Circuit, Broward County

Alvarez, Armando vs. Keith and Schnars (2011): K&S provided professional services for the Seminole Indian Tribe for a roadway improvement project. During this project two men riding a scooter were struck by a taxi cab making a U-turn, leaving them injured. The matter was resolved.

- o **Case #: 08-042981 (04)**
- o Name of court: Circuit Court of the 17th Judicial Circuit, Broward County
 - Opposing Counsel: Eric Ellsley
 - Email: ellseley@ellsleysobel.com, Telephone: 954-888-7720

Facchina-Mcgaughan v. Keith and Schnars (2008): K&S provided minor survey services for a General Contractor involved in the Miami Beach New World Symphony Expansion Project located at 1672 Drexel Avenue, Miami Beach, FL 33139. The Contractor's superintendent instructed our surveyors to use a point he designated as a reference to start the project layout. We complied with Contractor's instructions; however, the Contractor later drove foundation piles in the wrong location and added further piling to remedy the situation. The Contractor's insurance company paid the Contractor's claim for the cost of the additional piling, but then filed an indemnity claim against us for the Contractor's deductible. The matter was resolved. **Case 2009-011988-CA-01**

Note: Since a new case number was opened in 2012 - **Case 2012-013003-CA-01** - we are including it in this five (5) year review; however, the case is actually from 2008 and not otherwise reportable. The new filing was effectuated when Plaintiff substituted counsel just before the Statute of Limitations expired. New counsel apparently filed and related back to Claim from 2008/2009 which had been dismissed in an attempt to avoid the Statute of Limitations. The matter was resolved quickly.

- o **Case #: 2009-11988 CA-02, Re-opened in 2012 (2012-013003-CA-01)**
- o Name of court: Circuit Court of the 11th Judicial Court, Miami-Dade, County
 - Opposing Counsel: Joseph W. Downs III
 - Email: jdowns@dkdr.com, Telephone: 305-448-7988

Scott v. Hubbard Construction Co. (2009): This case involved a motorcycling accident on a project that required K&S CEI Services. The claims against our firm were quickly dismissed after K&S prevailed on a Motion for Summary Judgment.

- o Case #: 16-2009-CA 011188
- o Name of court: 4th Judicial Circuit, Duval County
 - Opposing Counsel: Richard A. Staggard (Farah & Farah)
 - Email: rstaggard@farahandfarah.com, Telephone: 904-574-5035



Minority Business Enterprises

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

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RHI # E-01-18

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.



Insurance



CERTIFICATE OF LIABILITY INSURANCE

KEITAND-01

NCHANDUVI

DATE (MM/DD/YYYY)
03/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 NAME	FAX
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	(A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company		19445
INSURER B: St. Paul Fire and Marine Insurance Company		24767
INSURER C: National Union Fire Insurance Company of Pittsburgh, PA		19445
INSURER D: Continental Casualty Company (CNA) A, XV		20443
INSURER E:		
INSURER F:		

INSR LTR	TYPE OF INSURANCE	ADD'L/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5180214	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2961640	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-15T76430-17-NF	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	012015939	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional D Liability		AEH006091227 AEH006091227	03/01/2017 03/01/2017	03/01/2018 03/01/2018	Per Claim \$ 2,000,000 Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL PROJECTS WITH BROWARD COUNTY REGARDING ENGINEERING, LANDSCAPING & ENVIRONMENTAL CONSULTING WORK. CERTIFICATE HOLDER, AS CONTRACTOR IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY. UMBRELLA FOLLOWS FORM TO THE UNDERLYING POLICIES AS RESPECTS TO ADDITIONAL INSURED SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS TO THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
BROWARD COUNTY 1 NORTH UNIVERSITY DRIVE PLANTATION, FL 33324	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03) © 1986-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

<u>Job Classification</u>	<u>Rate</u>
Administrative Assistant	\$70.00 per hour
Test Holes	\$395.00 per each
Technical Locator	\$82.00 per hour
Utility Locates Field Manager	\$96.00 per hour
Utility Locates Project Manager	\$96.00 per hour
Public Involvement Manager	\$85.00 per hour
Public Information Specialist	\$75.00 per hour
CADD Technician	\$90.00 per hour
Engineer I	\$100.00 per hour
Engineer II	\$120.00 per hour
Engineer III	\$140.00 per hour
Engineer IV	\$160.00 per hour
Project Designer	\$120.00 per hour
Project Manager	\$180.00 per hour
2 Person Survey Crew	\$140.00 per hour
3 Person Survey Crew	\$180.00 per hour
Laser Scan/Specialty Survey Crew	\$350.00 per hour
Field Crew Supervisor	\$100.00 per hour
Survey Technician	\$120.00 per hour
Project Surveyor	\$140.00 per hour
Director	\$200.00 per hour
Principal	\$225.00 per hour

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 who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

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 \$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	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONSULTANTs	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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

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

EXCESS LIABILITY	Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	\$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.

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

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the 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. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. 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.