

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

STANTEC CONSULTING SERVICES INC.



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

**CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES**

This Contract is made on _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and Stantec Consulting Services, Inc., a New York corporation authorized to do business in the State of Florida] 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. T-25-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Terrance N. Glunt, Principal

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

ARTICLE 2 – TERM

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

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

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

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. 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. As set forth in RLI No. T-25-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

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

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

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. 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 from the effective date of the Notice of Termination.

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

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

ARTICLE 7 – SUBCONTRACTING

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

ARTICLE 8 – FEDERAL AND STATE TAX

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

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

ARTICLE 9 – AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

ARTICLE 14 – CONFLICT OF INTEREST

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

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

ARTICLE 15 – EXCUSABLE DELAYS

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

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

ARTICLE 16 – DEBT

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

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

ARTICLE 18 – CONTINGENT FEES

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

ARTICLE 19 – ACCESS AND AUDITS

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

ARTICLE 20 – NONDISCRIMINATION

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – AUTHORITY TO PRACTICE

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

ARTICLE 23 – SEVERABILITY

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

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

ARTICLE 26 – NOTICE

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

FOR CITY:

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

FOR CONSULTANT:

Michael A. Kennedy, Executive Vice President
Stantec Consulting Services, Inc.
6900 Professional Parkway East, Suite 100
Sarasota FL 34240

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

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

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

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

ARTICLE 30 – GOVERNING LAW

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

ARTICLE 31 - BINDING EFFECT

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONSULTANT"

Stantec Consulting Services, Inc.

Witnesses:

Traci Troyer
Signature

TRACI TROYER
Name Typed, Printed or Stamped

By: Michael A. Kennedy
Michael A. Kennedy, Executive Vice President

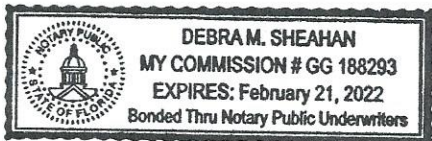
Lori Uhl
Signature

LORI UHL
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of March, 2021, by Michael A. Kennedy, as Executive Vice President of Stantec Consulting Services, Inc. a New York corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Debra M. Sheahan
NOTARY PUBLIC, STATE OF FLORIDA

Debra M. Sheahan
(Name of Acknowledger Typed, Printed or Stamped)

GG 188293
Commission Number



Florida's Warmest Welcome

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

**CONTINUING CONTRACT FOR LANDSCAPE
ARCHITECTURAL SERVICES**

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

July 23, 2020

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

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

Introduction

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

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

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

- Support Services for Remediation
- Demolition Projects

A. Scope of Services

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

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

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

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

B. Task/Deliverables

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

C. Term of Contract

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

D. Project Web Requirements:

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

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

a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

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

E. Local Business Program

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Required Proposal Submittal

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

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Approach:

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

Schedule:

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

References:

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

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

Project Team Form:

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

Organizational Chart:

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

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this solicitation. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, 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.

Office Locations:

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

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

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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

Litigation:

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

City Forms:

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

Reviewed and Audited Financial Statements:

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

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

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

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

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

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

G. Insurance

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

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

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

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

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

Throughout the term of this Agreement, CONTRACTOR and 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.

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

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(b) Such Liability insurance shall include the following 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

— underground hazard

XX products/completed

bodily injury and property damage combined

operations hazard

XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
___	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

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

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
___	other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(c) If Professional Liability insurance is required, Contractor 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 four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- ___ Network Security / Privacy Liability
- ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(a) Certificates of Insurance evidencing the required coverage;

(b) Names and addresses of companies providing coverage;

(c) Effective and expiration dates of policies; and

(d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. 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.

6. Waiver of Subrogation. CONTRACTOR 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 CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

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

- b. Number of technical staff
c. Qualifications of technical staff:
(1) Number of licensed staff
(2) Education of staff
(3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15
a. Location
b. Number of staff at the nearest office
- 4 Current and Projected Workload 0-15
Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15
Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15
Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.
- 7 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 0-10

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

NOTE:

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

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 Solicitation, the list will contain the ranking of all responses.

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

I. 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. Right to Audit

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

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

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

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

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

K. Retention of Records and Right to Access

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

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

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

L. 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.

M. 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.

N. 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.

O. 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.

P. Contract Terms

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

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

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

Q. Waiver

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

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

R. Survivorship Rights

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

S. Termination

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

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

T. Manner of Performance

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

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

U. Acceptance Period

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

V. Conditions and Provisions

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

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

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

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

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

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

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

W. Standard Provisions

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. 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. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

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

X. Questions and Communication

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

Y. Addenda

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

Z. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

PROJECT TEAM

SOLICITATION 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	_____	_____
	_____	_____

(use attachments if necessary)

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

I Certify

Exhibit – Contractor Performance Report

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.

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) ⁽²²⁾	Contractor Name – Authorized Personnel (sign) ⁽²³⁾	Title ⁽²⁴⁾	Date ⁽²⁵⁾
--	---	-----------------------	----------------------

Local Business Subcontractor Utilization Report Instructions

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

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

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

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



City of Pompano Beach
Continuing Contract
for Landscape
Architectural
Services

Request for Letters of Interest T-25-20

August 24, 2020

Project Name and Number

Continuing Contract for Landscape
Architectural Services
Request for Letter of Interest T-25-20

Firm Name, Address, and Phone Number

Stantec Consulting Services Inc.
800 Fairway Drive, Suite 195
Deerfield Beach, Florida 33441
954.481.2812

Contact Person

Terrance N. Glunt, PE

Date

August 24, 2020



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Letter of
Transmittal



800 Fairway Drive, Suite 195
Deerfield Beach, Florida 33441

August 24, 2020

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

**RE: Request for Letter of Interest T-25-20
Continuing Contract for Landscape Architectural Services**

Dear Selection Committee:

Successful public open spaces including parks, streets, trails, and water access, provide a place to gather diverse communities, promote active, healthy lifestyles, and enrich neighborhoods. As Landscape Architects and through our professional and technical experiences across Florida and cities like Pompano Beach, we turn ideas into reality, inspiring solutions that will enable the City of Pompano Beach to celebrate new and existing sites and develop public open space facilities that integrate seamlessly into the community.

The reflection of our work is representative of cities like yours, including locations of similar size, individual culture, and unique landscape heritages. We engage community stakeholders and constituents in order to express the individuality of place, providing guidance, and creativity in the translation of landscape visions, goals, and needs into reality.

At Stantec, we describe our work philosophy as **"Design with Community in Mind."** We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success. Communities are fundamental. Whether it is in our own neighborhoods, around the corner or across the globe, they provide a foundation, a sense of place and of belonging. This philosophy is practiced by our leadership, project managers, and design professionals – we thoughtfully consider, manage, and deliver our work in this manner.

Our team engages a design process that is inclusive of the public and our client. We lead from the front with our Principals and Project Managers involved in each aspect of project delivery, community communication and Client liaison. **Principal-in-Charge and contact will be Terrance N. Glunt, PE, located in our Deerfield office, and Kevin Mangan, PLA, will serve as Project Manager.** Our collective team and staff has a diverse experience set of site, landscape and irrigation design, and delivery services within parks and recreation, streets and public spaces, and unique specialty amenity projects including water features, art in public places, signage and wayfinding, lighting, and custom design services to the public realm. The design process we employ is iterative, exploratory, and solution based in form and function, and this process includes internal design reviews and QA/QC oversight of our work.

Three simple, yet key tenets repeatedly prove to be imperative in long term success of public spaces:

Quality Design – thoughtful consideration to current and future uses, flexibility to adapt with time, inspiring the community to be drawn to it, whether a new park or roadway corridor.

Appropriate Programming – recognizing the needs and wants of the community, activating spaces for multi-purpose uses, embracing opportunities for cross programming activity.

Plan for Maintenance – public spaces are only as successful as they inspire use, remain well maintained, and create a sense of pride and participation from the community in both use and upkeep. Maintenance remains an element of programming and design, not an after-thought.

We look forward to the opportunity to serve the City of Pompano Beach working with your community in the same manner our team has done throughout their careers.

Respectfully,

Stantec Consulting Services Inc.

Kevin G Mangan, PLA FL-00001337
Principal, Planning & Landscape Architecture
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108
239.649.4040
kevin.mangan@stantec.com

Terrance N. Glunt, PE, LEED AP FL-PE40130
Principal-in-Charge
800 Fairway Drive, Suite 195
Deerfield Beach, Florida 33441
954.481.2812
tery.glunt@stantec.com



Technical
Approach

Technical Approach



Stantec's seasoned licensed professionals and experienced staff work in an integrated, collaborative manner with our clients, always with two points of contact on a task, providing planning, design, construction drawings, specifications, estimations, public presentations, community involvement/participation, permitting, bidding, negotiation, construction observation, inspection and administration services. We also can provide graphic 3D and visualization services.

We enjoy our long-standing community relationships and communicate our design thoughts recognizing our clients review and approving processes. **Our professional design goal is to translate scope and vision of the client and community into credible plans;** implementable through time, relevant through time, and returning environmental and real value to a community.

Internally, we review and critique our design solutions and provide our clients with valid options on the design solutions delivered. While we provide detailed construction documents for most of our design work, we also understand and provide baseline planning documents that set the stage for others in the future to implement. Our staff excels in the public domain and look forward to joining the City and its citizens in future landscape architecture works.

Philosophy

Stantec's design philosophy with any landscape program is to develop a network where all environmental components, individually and collectively, create a special place—a place that aptly serves the interests and specific needs of the community. This philosophy and our extensive background in working with communities provide the fundamental backbone for our understanding of the City's goals and requirements for this continuing contract.

Our objective is to create places and environments that are valuable and memorable to the community. Whether in the heart of the business core, a quiet lane, or a community park, design should integrate a vast array of driving factors. History, culture, architecture, function, environment, exposure, adjacent facilities, maintenance, community wishes and dreams are only a few of the elements that influence the final design. Landscape architecture projects frame settings, link destinations, and guide journeys. They provide beauty and shade to those who move through, as well as give character and a unified theme to a community. In essence, a well-executed program can have a greater influence on community aesthetics, quality of life, and market value than any other single facility. For these reasons, Stantec's approach to landscape architecture is holistic—a multidisciplinary approach considering all the elements that influence a successful outcome.



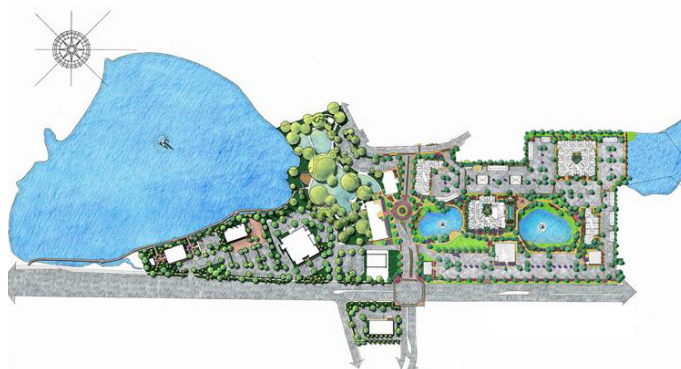
In today's economic climate, design is even more critical to maximize the useful life of all infrastructure.

We also understand the many issues, priorities, budgetary constraints, and concerns that cities and municipalities face in developing and maintaining their landscape architectural programs. Creativity, systems, and materials knowledge help us to control our clients' costs in developing recommendations, final plans, and in maintaining the finished product. Imaginative attention to site elements and forms at all levels of design improve the sense of quality and enrich the visual landscape of a community without significantly increasing capital or operations costs. Effective use of simple durable materials reduces initial costs and delivers lower maintenance expectations throughout the life of the landscape material.

Key design criteria that drive us as we develop, refine, and finalize our analysis and planning solutions include a common understanding with our clients of:

Key Design Criteria

- **Capital and operating costs** (short- and longterm, including equipment, construction, operating, and maintenance)
- **Inventory** (qualitative and quantitative assessment of existing facilities, resident users vs. visitors)
- **Opportunities and constraints** (environmental, zoning, land use/neighborhood)
- **Scale of place** (multi-lane arterials, two-lane connectors, urban, rural, spreading, channeled)
- **Design with nature** (form, materials, patterns of movement derived from and governed by existing nature)
- **Level of activity** (pedestrian and vehicular movement, peak and low use timeframes, concentration, and separation)
- **Architectural theming** (cohesive sense of "place" through control of detail and ambiance)
- **Sense of fantasy** (allusion, surprise, suggestion, forms, sequences, images that evoke a sense of place)
- **Use of color** (definition of uses, signage, visual organization, and stimulation, etc.)
- **Lighting** (activities, perimeter land uses, maintenance, and safety)
- **Safety/crime prevention through environmental design** (activity, pedestrian, vehicular, vandalism, etc.)



General Approach

Understanding the hands-on and locally-based philosophy for our projects, we design our approach to be specific to those needs and believe that the design process is a series of component services that build on each other to provide community consensus and the best outcome for a particular design need.

Analysis

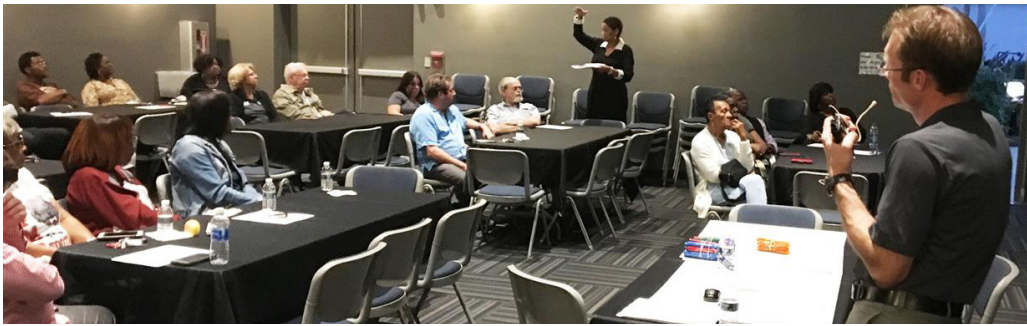
Gathering of existing conditions and contextual influences on a project potentially requires many tasks to complete. We review each project to understand what authorities may have permitting or design parameter oversight, we visit sites to review their condition and context, we meet with the appropriate interested parties and authorities to understand goals and objectives, we review past design drawings and City aerials to determine potential pre-surveyed existing conditions, and we compile this information to draw conclusions as to opportunities, challenges, and potential constraints.

Planning

Our planning work builds on the analysis work that initiates a project. Planning work typically will deal more with a conceptual physical planning of space and relationships. Further work identifies defining items such as set backs and easements often coming through the design survey work task and will engage the public and City departments in more detailed goals and objectives work. This overarching and conceptual design work may include survey works of preferences and expectations of the public, iterative conceptual design ideas that provides options of approach to a project, and public meetings and engagement where presentations and feed back from the public and City are sought. This process includes all disciplines to participate for a coordinated outcome and project understanding of the team.

Design

Design often begins with a consensus idea or set of ideas that have been vetted and established during the planning phase of our work. We prepare our design work in a typical graduated process of each phase of design becoming increasingly detailed and integrated in a total project solution. We prepare and participate in our own inhouse design reviews and QA/QC processes as we move through this process in a collaborative and coordinated product goal. Meetings with the City, the public, and City Leaders when required, are an important part of this process. Typically, our design process runs from plans preparation early on to a design development product where proposed material samples and colors have been presented. We produce this work in hand drawn and computer drawings often in the same format as we prepare our construction documents so that this work can efficiently transition into this level of detailed design.



Cost Estimating

We prepare our estimates of cost based on previous market-based experiences, validating those through the use of Means Cost Estimating information and by calling on vendors and other suppliers to provide current pricing and quotations on products we expect to use on a project.

Public Presentations

Common to our professional services at Stantec is the preparation and presentation of public presentations. Whether these presentations are intended to be informational only or expect to gain public feedback, we often lead these meetings in our project work. The format and information of the presentation is worked through with the Client and while we often prepare PowerPoint presentations, we also prepare on-line surveys for public feedback of events. We use TurningPoint for immediate public feedback and display during presentations so that the attending group can see the results of the answers to questions asked in this type of survey environment and, where necessary, meet individually and collectively with stakeholders/business groups/civic organizations to review specific topics or concerns regarding a project.

Construction Drawings

We prepare all our technical drawing work in AutoCAD Civil 3d 2017 and 2019 and will integrate with Microstation when used by others or required. Typically produced at 30%, 60%, and 90% documents before released for construction, each stage is a coordination and QA/QC milestone.

Construction Specifications

We use the current CSI Format documents for most construction specifications, often preparing an outline specification by 60% CDs and a full technical specification by 90% CDs. Where appropriate, we will use the standing specifications of the authority having jurisdiction such as standard City Specifications or FDOT Standard Specifications, and where needed in custom work not covered by these, we will write the specification needed for the custom work.

Contract Documents

Stantec can support the agency or department in the preparation of contract documents where the General Conditions of the contract are prepared and those of the City and where Stantec will prepare the balance of the documents including bid forms and specifications. This is often reviewed then by the Client's legal staff and amended as necessary prior to being advertised or signed for contract implementation.

Permitting

We provide permitting services to our clients including government clients who prepare and submit to meet their own permitting requirements. Often organizing pre-application meetings with agencies and growth management departments and initiating and completing City processes and other permitting needs. We also have the resources to pursue state and federal permitting where required. Applying for building permits are the contractor's responsibilities, however we retain the role of answering inquiries of our works submitted for all permits.

Bidding and Negotiating Services

We review bids for qualifications and completeness and negotiate alongside the Client team for the bidder's proposed services and fees on behalf of our Clients.

Production and Material Procurement

We will go to the field and tag landscape materials that meet the specifications of our projects so that proper, specified material is brought to the project site.

Evaluation/Testing and Inspection

We review submittals and shop drawings for project works. We review works during manufacture as needed. As an added resource, we offer CEI services as needed.

Construction Observation/Inspection and Administration

We observe the work that we are responsible for in design and prepare observation logs and site reports with each site visit. We report these observations to the Client for their review and any necessary actions. These always include photographs of the progress. Where a higher level of inspection and administration is required we may provide Construction Engineering Inspection (CEI) services.

As Built Drawings (CAD)

We will review and/or can provide As Built Drawings services. Review work is always done by the designing and field observation team and as requested, we can provide Construction Survey and As Built Surveying services as may be requested.

Warranty Inspections and Maintenance

Stantec provides Warranty Inspections for landscape and irrigation work and will review contractor maintenance and ongoing owner maintenance in our works. Where necessary, we provide Operations and Maintenance manuals specific to a project.

Work Order Process

When a work order is assigned, we will use a logical design process to integrate the talents and expertise of the City staff, the Stantec team, and the public, as required by the project. The process will establish a sequence of design tasks and decisions that will lead to implementation.

At each step, the Stantec design team and City staff will evaluate relationships of project elements to meet functional needs, aesthetics, and the “big picture” goals and objectives. Together, we can start with general designs and then progress to greater detail while also evaluating the cost of the ideas, the long term maintenance, and the future success of the design. The decision-making process for each task order will evolve along the way to keep all designs within budget while creating a landscape of quality and value for the City.

Several elements of landscape design help to create a memorable “place”. We develop these elements through a sensitive analysis—whether it is a roadway corridor, a recreational area, or a historic/cultural site—to evaluate its context and its functional requirements with the goals and expectations of the community. While the design philosophy and overall approach are anchored in our experience for any landscape program that we produce, the unique conditions, goals, and priorities of the City will shape the individuality that will drive each specific project.

QA/QC

Stantec has a formal quality management Framework in use across the organization which is registered to the ISO9001:2008 Quality Management standard. The “9 Point Project Management Framework” includes the critical tasks from project inception to close-out, which manages risks and

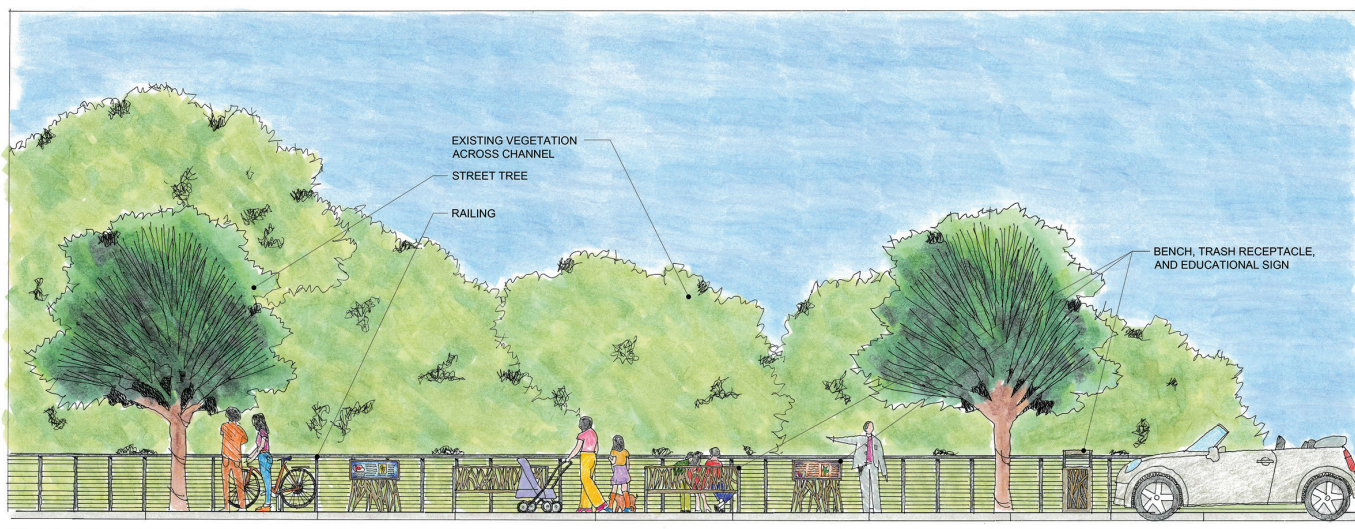
achieves the quality of work expected by Stantec on all of its projects. Stantec’s Contract Manager, project managers, and many other key staff, have been trained to use the Framework and are required to implement it for every project.

Each member of our team is committed to provide a quality service to our clients. This commitment includes timely communication with other members of our team to ensure that the accepted standards of each profession are met.

- Each member of our team is accountable for assigned responsibilities.
- Plans, specifications, maps, surveys and reports will be clear and concise and follow the accepted standards of the profession.
- Established internal review procedures will be followed to insure the accepted standards of the profession are met. These procedures direct senior personnel to review all draft and final documents prior to submittal to the client.
- Correspondence will be prepared following established Stantec procedures to insure adequate documentation and communication of all aspects of our services.
- Established Stantec office practices shall be followed when keeping and maintaining project files.

At the conclusion of a project, electronic copies of all data collected, analyses, correspondence and references consulted will be provided to the City in an organized manner to facilitate later review as needed.

We help our clients achieve their unique project goals for the design, organization, and use of spaces.



B

SECTION

SCALE: 1/4"=1'-0"

BROAD AVENUE SOUTH



Schedule

Schedule



We combine **industry expertise with local knowledge** to deliver the City custom solutions required for the successful completion of each project.

Because we recognize the importance of gauging current and anticipated workloads, our systems ensure a clear picture that enables us to realistically forecast staffing needs. No matter the stage of your project, our experts are adept at assuming responsibilities to build efficiently on your project's foundation. We combine industry expertise with local knowledge of the communities our clients serve to deliver Pompano Beach custom solutions required for the successful completion of the project. The Stantec team will provide flexibility and redundancy, which will provide various options to the City's team in the face of peak demands during project execution.

Schedule Controls

Stantec recognizes the importance of developing and meeting schedules and budgets, especially with task order driven projects under CSA contracts. In developing schedules and budgets that are practical and can be maintained to the benefit of its clients, Stantec considers several key factors:

- The development of realistic timeframes with adequate review time for the client and regulatory agencies.
- Adequate in-house QA / QC time for phase submittals.
- Weekly production team meetings to prioritize workloads.
- Building in "float" at key tasks for added discussion or, as necessary, additional research to allow the project team to resolve all issues without falling behind schedule; if no float is needed, tasks can be completed early.
- Maintenance and updates to a Critical Path Project Schedule, presented at regular progress meetings with City staff to keep them informed of important budgeting and scheduling milestones.

At the outset of each project, Stantec's Project Manager will develop a resource-based Critical Path Schedule and project payout curve as part of our Project Management Plan (PMP).

Schedule progress will be monitored at bi-weekly project meetings with key personnel. Schedule updates will also be made anytime scope changes or critical factors occur. Closely monitoring the project schedule allows Stantec's Project Manager to make informed decisions regarding resource needs. Should conditions warrant, the Project Manager will have the company's full breadth of resources available to keep or get projects back on schedule.

Our staff is well versed in various schedule management tools including Prima Vera, Microsoft Project and eBuilder Schedule Tracker. But these tools are only valuable if used correctly with accurate input data using a well thought out critical path with achievable milestone dates for deliverables. Our experience with task order management and multiple project contracts has instilled in our team an ability to predict production and permitting efforts with high degrees of accuracy. Typically, we will build in float for most tasks to account for unforeseen issues that arise during the plan development and permitting phases. This allows for delivery on time and on target for most projects.

Occasionally, the City might require a project to be "fast tracked" due to constraints on their end. In that scenario, we shall develop a schedule backwards starting on the back end at the final deliverable date (advertisement and bid) that allows the contractor to proceed with construction and intersperse the individual intermediate task deliverable dates that will need to be met to ensure that the final package can be delivered on time. Specifically, our Stantec team has direct experience in the types of projects identified in the Scope of Services for the City of Pompano Beach Landscape Architectural Services RLOI. It is customary for all of our task order driven projects to be accompanied by a Gantt Chart Schedule complete with CPM elements and an estimate of City staff review time.

Ability to Meet Time Requirements

Stantec stands ready to proceed quickly on any project provided to us by the City. Considering our experience and familiarity with projects of this type, we believe we are in a position to move quickly on any set of projects for which we are selected.

Stantec's planning, programming, and design process is structured with particular attention to cost & time management and budget control to guarantee the budget and time allocation for each project. We hold an ISO 9001 Quality Management certification. To meet this certification, all projects are subject to our 9-point project management framework.

Maintaining a project on schedule begins with understanding the key issues that drive it and developing contingency plans to control it. The primary purpose of the project schedule is to provide a full accounting of all relevant activities and phases as well as the proper sequencing of project related events such that the project is delivered on schedule. We feel confident we can meet the City's project schedules because of our varied background in this kind of work. Following are some of the ways

we propose to control the project schedule by addressing the issues noted previously:

- Accelerate all non-critical path activities to compensate for unforeseen delays later on
- Meet with City staff, public officials, and key community members ahead of time for consensus on key project issues
- Develop a Pro-active Project Management Plan (PMP)
- Develop a clear understanding of Scope of Services to ensure the schedule is created correctly from the start
- Coordinate with the permitting agencies early, parallel to design development

We believe that the Stantec Team has the experience and knowledge in planning and designing public and private projects that no other firm can match. We are confident that we can successfully fulfill and execute the requirements of this contract and meet the City's expectation for budget and schedule.

Methods to Expedite Schedule

There are always a number of items that will need to be worked through in advance that can affect the schedule of any project, especially smaller task order type projects where there may be more stakeholders than traditional roadway or building projects:

Data Collection	This is one of the most important portions of a project that requires great diligence, forethought and coordination. We understand that surveys of the various city properties and R/W might already exist. But it is unclear to us at this point in time whether additional survey will be required of us for each requested task order assignment. Whether a survey needs to be done by us or delivered to us in electronic format will affect how quickly the project can get started. Either way, we are prepared to engage our surveyor and expedite as needed or assist the City in developing the scope for them to contract with an independent surveyor under separate contract. Getting the surveyor on board during the proposal phase will allow them to schedule their field crews to start on day one after receiving a Notice To Proceed. Likewise, it is also probable that a geotechnical investigation will need to be performed as well to handle drainage and pavement design. Finally, procuring as-builts and performing subsequent underground locates to verify the existing underground utilities will also need to be performed. All of this affects the Due Diligence phase and can be streamlined with a little coordination and effort.
Permitting	We will meet with the permitting agencies to address the specific needs for any and all permitting. The response we receive will determine how quickly the project can progress. If the agencies insist that we go through extensive submittal and review procedures, then the project timeline will need to reflect those review periods that are outside of our control. However, by initiating pre-application meetings with the agencies, a lot of the review period is reduced.
Material Selection	There are some complexities in working with any open-ended government specifications that will allow for competitive bidding among vendors and manufacturers. This happens rarely with roadway and drainage improvement projects. However, especially with marine, coastal, parks and CRA projects, if the City knows which products and materials that they want to purchase and install, it streamlines the design process to be specific to the selected materials, especially with direct purchases by the City to save on tax and markup.
Project Delivery	This is usually one of the triggers in affecting any schedule, and that depends on whether the project will go through the traditional design-bid-build format or whether or not the City intends to have a CM at Risk or JOC contractor on board, and further if the City desires to use a design-build format for delivery. We have experience with all of these and can assist the City in expediting the process.
City Progress Meetings	We understand that there will always be a need to work with the City throughout the design process for any project. In fact, we highly recommend establishing progress meetings in advance based on the approved milestone deliverable schedule agreed upon by all parties. Any disruption to that schedule of meetings may impact the ultimate approval of project submittals.



Schedule Versus Budget

Budget also plays an integral part of delivering a project on schedule because designing any project that exceeds the client's budget requires extensive redesign to meet the original goals. Therefore, cost estimating remains a critical part of both our design and permitting process. This function will be a joint effort by the City and the Consultant to ensure that any redesign is minimized and does not affect the schedule. This function will be established in the CPM schedule as a deliverable so that cost estimating is established at the start of the project. Cost control should be achieved by adopting a predictive cost planning approach by the team. During all DD and CD phases of the project, Stantec will review the cost estimates and meet with the City to refine the design to maintain the project on-budget and on-time.

Typical CPM schedules from similar projects are included herein to illustrate our firm's knowledge of scheduling and commitment to expediting each and every project we work on. One is a simple schedule while the other illustrates a schedule with more complex considerations.

Tentative Work Schedule

Because this is a future task work order driven contract, a definitive work schedule is difficult to define at this time. However, as a prelude to the issuance of each task work order assignment, during the scoping process with the City's project manager, a preliminary work schedule will be prepared. Following a signed work order and notice to proceed, **a detailed work plan and associated milestone schedule will be developed with staff to ensure work will be performed to meet the City's expectations.**

General Notation: For expediency and efficiency City of Pompano Beach data collection, boundary, topographic and land surveys gathered ahead of Task Orders would allow for task order work to begin immediately or if required, this service can be made part of our task orders.

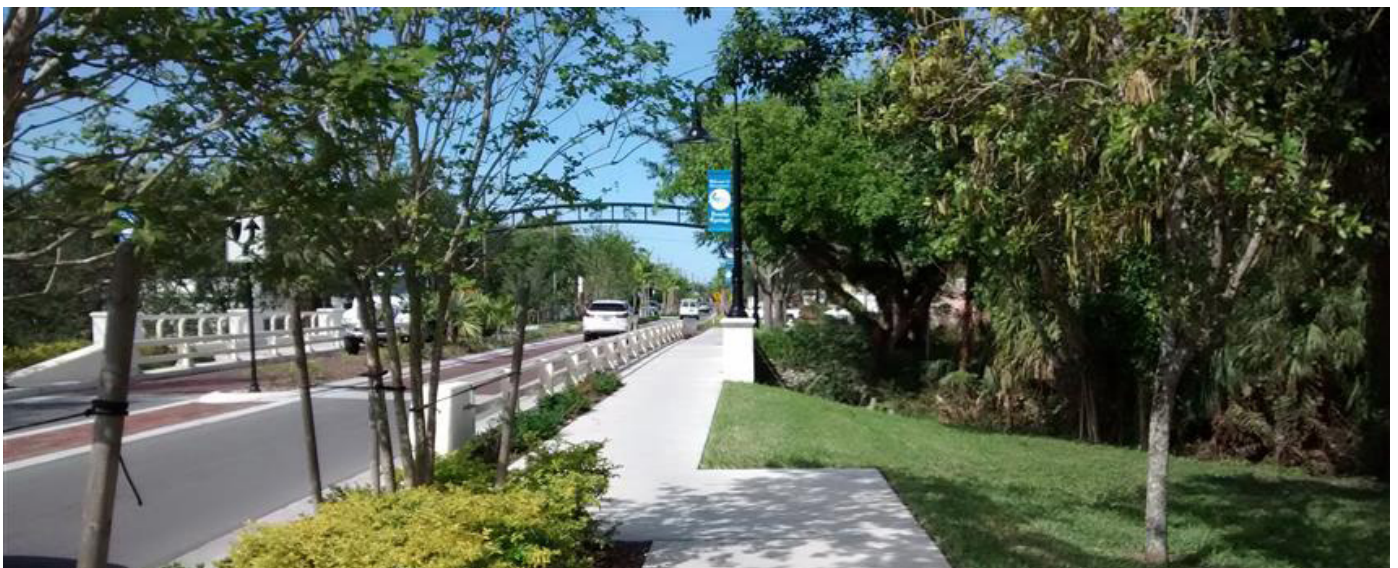
The following assumes a linear process through all possible tasks we might provide in the design process however the City may choose to engage us at any part of the process the City deems necessary based on department needs and project type.

Project Type	General Scope and Work Effort Descriptions	Weeks
All Projects	Task Order Work Authorization, City PO and Signatures	1-2
All Projects	Stantec to Contract with necessary Sub-Consultants	2-3
All Projects	Kick Off Meeting and Site Reconnaissance: <ul style="list-style-type: none"> • Receive programming and back ground data • Visit the project site to become familiar with the site • Identify Opportunities and or Constraints of the site area 	2-4
Site Analysis	Analytic Work as necessary to provide studied outcome for new work: <ul style="list-style-type: none"> • These Projects rely on data collection and interpretation • Engage Demographic and Economic polling/review • Engage Site Alternatives and Selection criteria • Consider Jurisdictional Authority requirements • Advertise and Conduct Public Input/Information Sessions • Review Recommendations with the City • Present Final Recommendations to City Leadership 	As required
Master Plans	Generally based on established analytics, program and known site: <ul style="list-style-type: none"> • These Projects rely on establishing a long-term vision • Consider program, site opportunities and constraints • Prepare plan alternatives; consider phasing and budgets 	As required

Project Type	General Scope and Work Effort Descriptions	Weeks
<p>Detail Design</p>	<p>Generally based on Site Analysis, Master Plans or Identified CIP Projects:</p> <ul style="list-style-type: none"> • These projects may be completed for any City Department • Plans/specifications developed and reviewed in an orderly process • Product outcome is typically bid and construction documents • Communication of design work/decisions to staff throughout the process • Establish design delivery; 30%, 60%, 90% and final documents or similar • Provide the City a schedule of works with milestone dates identified • Establish and conduct pre-application meetings with Authorities • Agreed upon milestone delivery are milestone client review periods • Advertise and Conduct Public Information sessions as required • Agreed upon milestone delivery may be presentation to City Leadership • City Leadership schedule of approvals of project and budgets as required • Coordination meetings a minimum of once every two weeks with the City • Reporting to the City as per the contract • Plan and budget updates follow the same milestone delivery process • Development Permit and Bid documents/bid forms are generally let at 90% • Prepare Maintenance criteria for Contractor 1-year warranty/maintenance • Final documents for Construction Contract contain all permit comments • Final Construction Contract documents have City approved bid alternates • Issue Construction Contract documents to Contractor for Building Permits • Provide Construction Observation and Administrative services • Attend and participate with Construction OAC meetings • Respond to RFI's, Submittals and field tag landscape materials • Provide punch list, certification and final walkthroughs • Final acceptance of project • Semi annual and annual project reviews to close out contract obligations 	<p>As required</p>

Post Project Services - As may or may not be required of the Landscape Architect, continued follow up of detailed design and construction projects beyond project close out or in conjunction with ongoing Maintenance and Operation activities by the City of Pompano Beach or their contracted maintenance service providers may be requested from time to time and we are happy to provide such services as the City may require.

This outline schedule is a scalable listing of possible tasks and potential subtasks for any project that may be required of us by the City of Pompano Beach. When a particular task is outlined in detail with the City we will prepare a corresponding schedule with calendar, milestone and completion dates for our project task order as described in the specific work order.

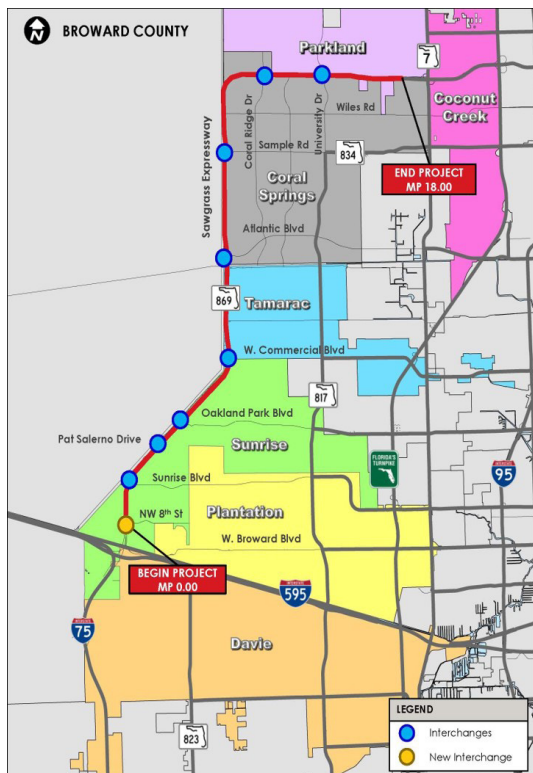




References

References

Following the guidelines set out in the request, we have included a number of projects that have been completed within the local parameters, projects within the tri-county area (Broward, Palm Beach and Miami-Dade).



Owner:
 Florida Turnpike
 Enterprise
 Daniel Kastelic, Landscape
 Architect
 407.264.3478
 daniel.kastelic@dot.state.
 fl.us

Cost: \$110M

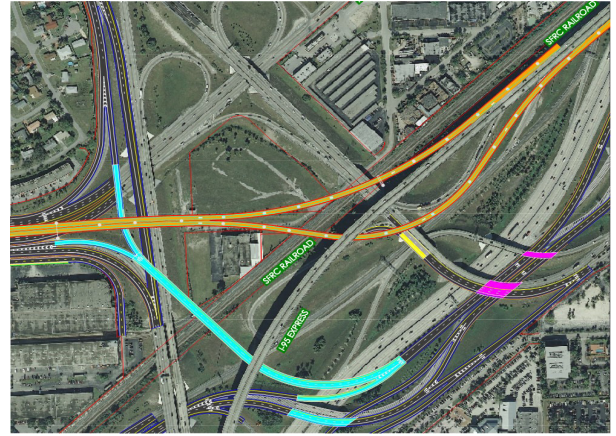
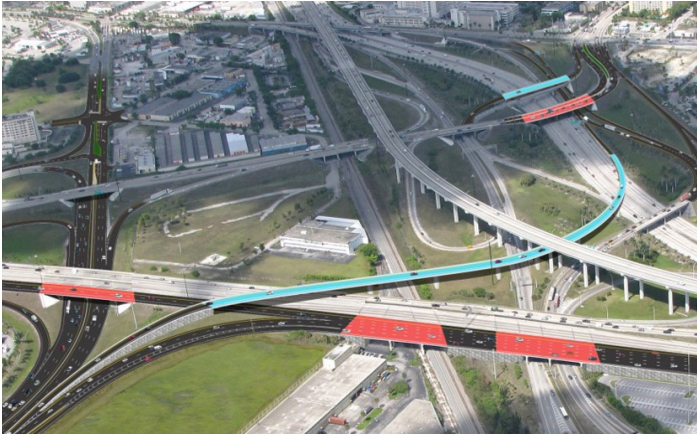
Team Members included:
 Kevin Mangan
 Fran DeMarco

Project Development & Environment (PD&E) Study for the Widening of the Sawgrass Expressway from South of Sunrise Boulevard to South of US-441

Broward County, Florida | Florida Turnpike Enterprise

Project involves the widening of SR 869 also known as the Sawgrass Expressway from the junction of Interstate 75 (SR 93) just south of Sunrise Boulevard (SR 838) to South of US-441 / SR 7, a distance of approximately eighteen (18) miles in Broward County, Florida. The improvements under consideration will address capacity needs along the Sawgrass Expressway mainline through the incorporation of tolled express lanes in both the northbound and southbound directions and improvements at 8 interchanges. This project is using the FDOT Statewide Acceleration and Transformation (SWAT) process, which aims at streamlining the delivery of projects in Florida. This will be achieved by overlapping the pre-construction activities such as the PD&E and final design phases and the development of an RFP packager for a future Design/Build project.

Services included the coordinated field data validation and landscape information collection, highway opportunity plans, relocation plans and tree preservation plans, local street interchange coordination with local municipalities, **landscape cost estimates and landscape designs within the new Pat Salerno Drive interchange.**



Golden Glades Interchange Improvements (SR-826/Palmetto Expressway Eastbound Ramp to SR-9A/I-95 Northbound) Miami-Dade County, Florida | FDOT District 6

The Golden Glades Interchange is of regional importance providing connectivity to six major principal arterials and/or limited access expressway facilities including I-95/SR 9A, SR 9, SR 91 (Florida's Turnpike), US-441/SR 7 and SR 826. The primary purpose of this project is to provide a direct connection ramp from SR 826/Palmetto Expressway eastbound to I-95 northbound. Additionally, the project will also improve the Florida's Turnpike southbound to the I-95 southbound movement; Enhance multimodal use for both transit and freight; Develop improvements within the Golden Glades Interchange to enhance safety, mobility and circulation; and Enhance emergency access and incident response times through the interchange. The job includes the construction of seven new bridges. Other improvements include retaining walls, lighting, sound walls, utilities JPA plans, signalization, signing and pavement markings and ITS.

Services included the coordinated field data collection and validation within the rights of way, production of highway opportunity plans, **tree and palm relocation plans, tree preservation plans**, and local street interchange coordination with local municipalities.

Owner:
 FDOT District 6
 Fabiana Gonzalez, Project
 Manager
 305.470.5183
 fabiana.gonzalez@dot.
 state.fl.us

Cost: \$100M

Team Members included:
 Kevin Mangan
 Fran DeMarco



Embassy Suites by Hilton Deerfield Beach, Florida

This 250-room Embassy Suites by Hilton is located in Deerfield Beach, Florida, with easy access to the beachfront. The hotel refresh brings a modern perspective on Florida design that encompasses tropical splendor, casual fun, and old Florida flair.

The scope of work provided renovation of:

- Upgrade the Sun Deck to expand seating, incorporate the new outdoor bar, and create a breezy, bold, tropical landscaped environment.
- Update pool and spa amenity materials and finishes with classic colors and playful shapes for a family friendly design.
- Reconfigure the restaurant and add outdoor dining experiences.
- Refresh the ballroom to include outdoor breakout areas.
- Lobby reconfiguration to enhance and frame views through the pool deck to the ocean.
- Re-vision the entry experience at the porte cochere for greater visibility, an better guest first impression, and enhance the service level upgrades.

The Stantec design team provided full design services for the project from site planning, concept and design development, construction documentation through construction observation.

Architect: Portfolio for Hospitality

Owner:
RLJ Lodging Trust
Embassy Suites/Hilton
Hotels and Resorts
Tom Krupa
954.790.1485
tkrupa@rljlodgintrust.com

Cost: Planning

Team Members included:
Kevin Mangan
Fran DeMarco



Hillsboro Boulevard Lane Reduction Study and Landscaping Project

Deerfield Beach, Florida

The City of Deerfield Beach selected Stantec to provide traffic study services to aid the City in their petition to reduce Hillsboro Boulevard from 6 to 4 lanes to provide traffic calming and create a safer pedestrian and bicycle use corridor with access to the beach area. The corridor has realized over 150 accidents in the last 10 years, most involving bicycles and pedestrians.

The study included traffic data acquisition, 35 years projections, signalization study, and a full level of service analysis. Additionally, an Access Management Plan was produced and FDOT granted approvals to the City 6 months from notice to proceed. Stantec was the Prime Consultant for this project.

Owner:
City of Deerfield Beach
Eric Power
954.422.5816
epower@deerfield-beach.com

Cost: \$39,600

Team Members included:
Tery Glunt
Adam Markle



Plantation 84th Avenue Transit Greenway, Mobility Enhancements and Traffic Study Plantation, Florida

Owner:
City of Plantation
Brett Butler, PE
954.797.2781
bbutler@plantation.org

Cost: \$4.2M

Team Members included:
Tery Glunt
Adam Markle

As Prime Consultant for this project, Stantec provided design and permitting for approximately 4000 LF of four lane roadway. Services included roadway design, traffic studies for conversion of through lanes to four way stop and roundabout, signalization, street lighting, landscaping and signing and pavement markings. Rehabilitation of an existing at grade bridge as also included. Drainage design involved a combination of exfiltration trench and dry retention with emphasis on pretreatment requirements prior to discharge into the OPWCD canal.

Project was made complex due to a number of major facilities being located on the corridor including a hospital, mass transit facility, medical and retail office complexes and multifamily housing. Water mains and force mains were upgraded during design to accommodate the city utilities department. Since the project crosses Broward Boulevard, coordination with Broward County Traffic Operations was required for signalization and work within the County right of way. Additionally, the project was funded by FDOT through their LAP program and as such, the requirements for design were reviewed and approved by the Department. The design and permit schedule required the project to be ready for notification for bid within 150 days of the NTP.



FIU Multi-Purpose Fields Miami, Florida

Owner:
Florida International
University
Celi Ervesun
305.348.4037
Celi.Ervesun@fiu.edu

Cost: \$7M

Team Members included:
Jeff Crews
Adam Markle

Stantec was selected to provide consulting services for the multi-purpose practice fields on the Modesto Maidique Campus of FIU. The complex includes one artificial turf field and one prescription turf field. The complex will be the primary practice facility for the Division I football team. The University will use the complex for intramural competitions when not in use by the football team.

Stantec provided civil engineering and landscape architecture services for the design of two sports fields. The two fields will serve as practice facilities for the school's football program as well as facilitate rec-league sports in the off season. The fields displaced a pond and portions of a wooded area which was prized by several academic departments. The design team worked with those departments to develop a demonstration stormwater area near the displaced natural areas. The pond will receive stormwater from the football and baseball stadiums, is planted with 100% native plant materials, and will serve to showcase various methods for treating stormwater in South Florida.

The project includes a 3,500 SF restroom and storage building to complement the usage of the field elements. The fields are also lit for night usage with LED sports lighting that function with approximately half of the energy usage of traditional sports lighting. Project also involved developing a new lake wetland ecosystem to replace displaced amenities including a 60-ft. long by 10-ft wide pedestrian bridge that will be used to access the fields.



Hilton West Palm Beach Hotel and Resort West Palm Beach, Florida

This 400-room Hilton Hotel is located in West Palm Beach, Florida, adjacent to the Palm Beach County Convention Center. The hotel brings a modern geometric elegance to the surrounding City Place dining and entertainment destination. Tree lined avenues, stylized pavement patterns, and art niches on the hotel façade enhance and expand the pedestrian experience. The pool courtyard offers a multi-use pool featuring a zero-entry lane with a submerged wet coping design and lap lanes. A generous walk-in spa, hardwood cabanas, and custom fire pit add to the tropical palm grove surroundings. Shaded dining venues and expansive event lawns provide additional planned event areas for receptions and conventions.

The design team provided full design services for the project, from site planning through construction observation.

Owner:
Related Companies
Hilton Hotels and Resorts
Gopal Rajegowda
(212) 801-1000
gakegpwda@related.com

Cost: \$110M

Team Members included:
Kevin Mangan
Fran DeMarco



Flamingo West Park Cooper City, Florida

Stantec created some much-needed green space in Cooper City with soccer fields, pathways, and a fishing dock.

Flamingo West Park is a new, 15-acre sports complex for Cooper City, Florida. Stantec, as Prime Consultant, was in charge for the master planning and development of this regional soccer park in western Broward County.

The scope of the project included four artificial turf soccer fields with a supporting restroom and concession building; and a passive park including a pathway and picnic facilities surrounding a lake and wetlands mitigation area complete with fishing dock. The park also includes a playground, picnic pavilions, maintenance building, parking, bleachers and exercise equipment.

Stantec performed planning and programming services in producing the master plan for the project. Stantec further developed the master plan to perform Civil Engineering and Architectural Services for the project.

Owner:
Cooper City
Denise Yoezle, Public Works
Director
(954) 434-2300
DYoezle@coopercityfl.org

Cost: \$6.3M

Team Members included:
Tery Glunt
Jeff Crews

Projects completed for the City of Pompano Beach

We have provided a variety of projects over the years for the City of Pompano Beach:

- Community Park Aquatic Center
- Mitchell Moore Park Aquatic Center
- Drainage Basin 4-1 and 4-2 Storm Water Improvements
- Pompano Beach Utility Services Complex DCP
- Blanche Ely High School Athletic Complex DCP
- Alsdorf Park Boat Ramp Improvements
- Alsdorf Park Parking Expansion
- Hunters Manor Park (Civil Design Services)
- Community Park Tennis/Volleyball Improvements (D/B)
- Highlands Park Improvements (D/B Civil)
- North Broward Park Improvements (D/B Civil)





Project Team
Form

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 T-25-20

Federal I.D.# 11-2167170

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Tery Glunt, PE, LEED AP	43	BSCE
Project Manager	Kevin Mangan, PLA	35	BSLA
Asst. Project Manager	Fran DeMarco	28	AAAD
Other Key Member	Jared Beck, AICP	20	BSLA
Other Key Member	Jeff Crews, PE, LEED AP	32	BSCE

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	ECS Group 1627 NE 17th Terr, Ft. Lauderdale, Florida 33305	Marisa Magrino, ISA
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

Other Key Members

Role	Name of Individual Assigned to the Project	Number of Years of Experience	Education, Degrees
Landscape Architect	Scott Buttari, PLA, LEED AP	21	BSLA
Landscape Architect	Adam Markle, PLA, LEED AP	16	BSLA
Landscape Architect	Steve Niedergeses, PLA	27	BSLA. MSLA
Environmental	Craig Schmittler, CSE, PWS	37	BS, MS



Organization
Chart,
Availability &
Workload

Team Organization



For the City of Pompano Beach to receive the best possible Landscape Architecture services, it must select a consultant that can provide reliable, timely responses and accurate information for a variety of services. The Stantec team members, inhouse resources and subconsultants, have been carefully selected to match strengths and available resources to meet the anticipated needs.

Our team's abilities allow us to provide the City with wide-ranging services and our professionals are skilled in providing the full range of services needed to design, plan and implement projects, including critical assessments of economic, ecological, and social impacts along with engaging and coordinating resolution of issues associated with key stakeholders.

Project Management

Tery Glunt, PE, as Principal-in-Charge, will provide his knowledge of the procedures and requirements of the City gained through the various projectshe has led over the years.

Kevin Mangan, PLA, will serve as the Project Manager and Landscape Architect for this contract. He will identify the appropriate resources and develop schedules for each assignment. Kevin will work closely with each project team assembled to provide specific services for task orders issued under this contract to develop scope and fee proposals suitable for each assignment.

Fran DeMarco will serve as Assistant Project Manager. With more than 25 years of experience in design, planning, and construction, Fran has extensive experience with streetscapes, greenways and parks and recreation within rural and urban spaces; bridges, roadways, and highways; and commercial and urban development including historic preservation, education and campus design; and regional master planning.

Subconsultant - Tree Arborist

ECS Group is a Small Business Enterprise (SBE) providing environmental services throughout Florida. The principal, **Marisa Magrino**, has been working as an environmental professional in Florida since 2004. She has worked both as a consultant and government employee and has extensive experience of Florida ecosystems.

Team Availability

Name	Role	% of Availability
Tery Glunt, PE LEED AP	Principal-in-Charge	25%
Kevin Mangan, PLA ASLA	Project Manager	30%
Fran DeMarco	Assistant Project Manager	40%
Jared Beck, ACIP	Planner/Public Information	40%
Jeff Crews, PE LEED AP	Civil Engineering	40%
Scott Buttari, PLA, LEED AP	Landscape Architecture	25%
Adam Markle, PLA, LEED AP	Landscape Architecture	30%
Steve Niedergeses, PLA	Landscape Architecture/Irrigation	40%
Craig Schmittler, CSE, PWS	Environmental	40%
Marisa Margino, ISA	Certified Arborist	40%

Current Workload and Our Ability to Handle the Scope of Services

Because we recognize the importance of gauging current and anticipated workloads, our systems ensure a clear picture that enables us to realistically forecast staffing needs. When a project requires specific expertise, we pick and match the right people from our team of professionals in the Southwest Florida area. This approach provides the County with access to additional qualified resources from within Stantec who are available to support a project whenever it kicks off.

Stantec utilizes internal project tracking tools, allowing our project managers to get a daily update on project status as well as projecting future workload to ensure adequate staffing levels.

Recent and current workload utilization varies by staff members. Our backlog of work is constantly being reviewed to make sure we can keep the commitments we make to our clients. Adding to this is the tremendous depth of resources that comes with being a firm of our size and capabilities.

Stantec has determined after careful review of current and future workload that we have adequate staff to assign to this project as proven in past projects of a similar nature to ensure timely project delivery, as evidenced by the table at the right.



Statement
of Skills and
Experience



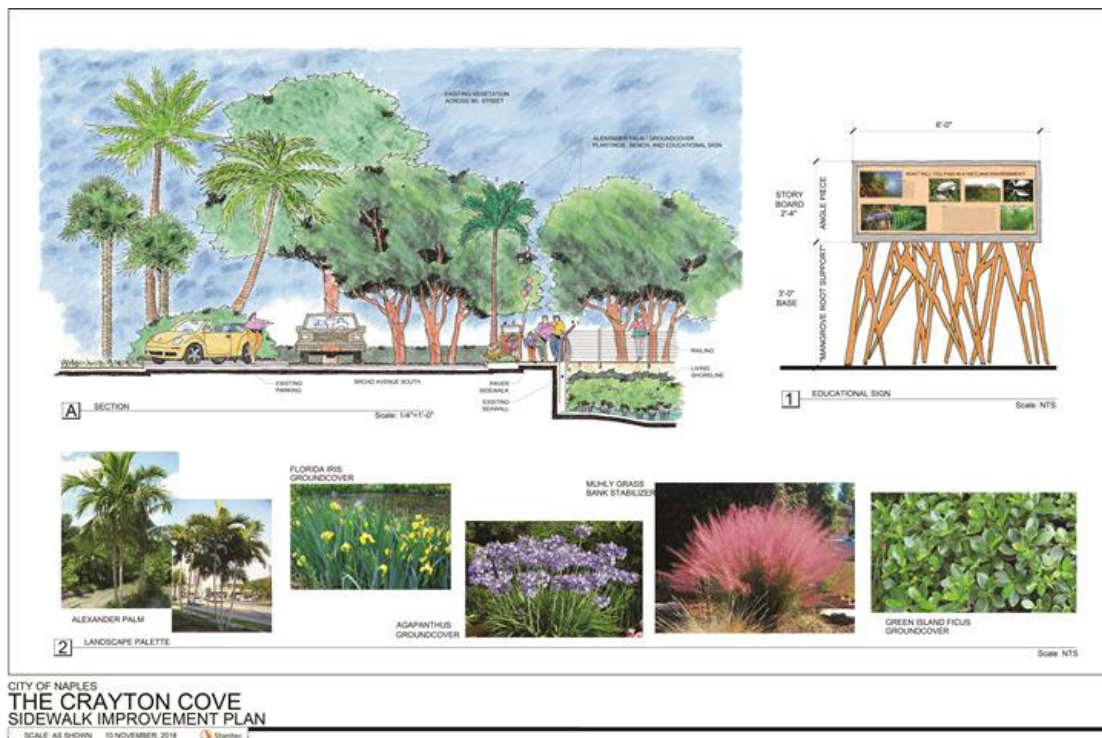
We have the Skills and Experience

Stantec is a multi-disciplined design firm and our local staff along with the support of over 700 technical and professional staff located in offices throughout Florida provides a wide array and variety of Landscape Architecture works.

Landscape architecture combines aesthetics, function and human well-being to achieve sustainability. Through analysis, planning, and collaborative design, we create inspired landscapes that reflect context, place and user needs. Whether an urban park, a restored wetland, a town center, an athletic complex, a waterfront destination, or transportation facility enhancement, our landscape architects provide for the quality of life in our communities. We create opportunities from complex physical constraints and help our clients achieve their unique project goals for design, organization, and use of space. From concept development through construction drawings and implementation, we're the source and facilitator of creative ideas that are economically viable, environmentally responsible and community driven.

We anticipate that in the next five years that we may be called upon to provide to the City a variety of services ranging from traditional master planning and landscape architectural works in parks and recreation, roadway corridor landscape, streetscapes and urban design to assignments that may include landscape resiliency efforts, CRA or neighborhood planning and design guideline work, works along marine edges or within golf course settings and including other facilities that the City may require landscape architecture services.

Beyond the team's professional experience base, Stantec has cultivated a culture of work and established resources that provide us access to professional expertise along with the hardware and software to produce work efficiently and effectively as both a communication tool and as a contract document for implementation of design. We are well versed in working within DOT frameworks of production when needed and in coordination between AutoCAD and Microstation, we have the capacity to collect real world data by Trimble to augment surveys by others for our work in field reconnaissance, during public communication meetings we have the hardware to collect information via polling technology data collection. Our day to day works remain produced in hand drawings, AutoCAD and rendering technologies such as photoshop and SketchUp. We typically prepare Opinions of Cost, Budgets, Technical Specifications for our work and always prefer to provide Construction Observation services of our work for the Client.



Naples Bay Restoration & Water Quality Improvements at the Cove Stormwater Basin III Improvement Plan

Naples, Florida

Stantec has provided the City a renovation of the Naples Bay outfall, upstream water management design, and both littoral and upland landscape design services for the Broad Street outfall and the surrounding facilities. Located in the lower lying areas of the original neighborhoods of the City, this collective and collaborative series of engineering and landscape solutions addresses the challenged storm water system of the area as well as water quality and littoral habitats in the Bay.

The project addresses these issues by increasing its capacity to flow and outfall during rain events; better clean storm water and run off that outfalls to the Bay, adds both littoral landscape and oyster bed areas to the bay and provides for an interpretive setting at the outfall that describes the natural and man-made systems at work.

Stakeholder involvement in the project was identified as a chief priority and the project team held a public information meeting to solicit feedback from potentially affected residents, as well as meeting separately with The Conservancy of Southwest Florida. The preliminary design supports the 20-Year Naples Bay Restoration plan by incorporating water quality improvements with natural wetland restoration in the form of the sustainable "living shoreline" concept.

This project has moved through a rigorous design process of analysis, planning, presentation, and detailed design drawings for bid and implementation of these solutions. The project is also being produced under the Envision process.

Project Owner:
City of Naples

Completion Date: 2019

Team Members included:
Kevin Mangan
Fran DeMarco



*"Best Overall" in the
Transportation Roadway
Category; 2018 Florida
Regional Design Build
Awards*

City of Bonita Springs Downtown Improvement Project

Bonita Springs, Florida

This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place. The project, encompassing more than 500 acres, also includes Felts Street located one block east of Old US 41 and the connecting streets.

Stantec landscape architects were part of the design-build team awarded the improvements project. Previous project successes and teaming efforts were recognized as a benefit to the future of this high profile project for the city.

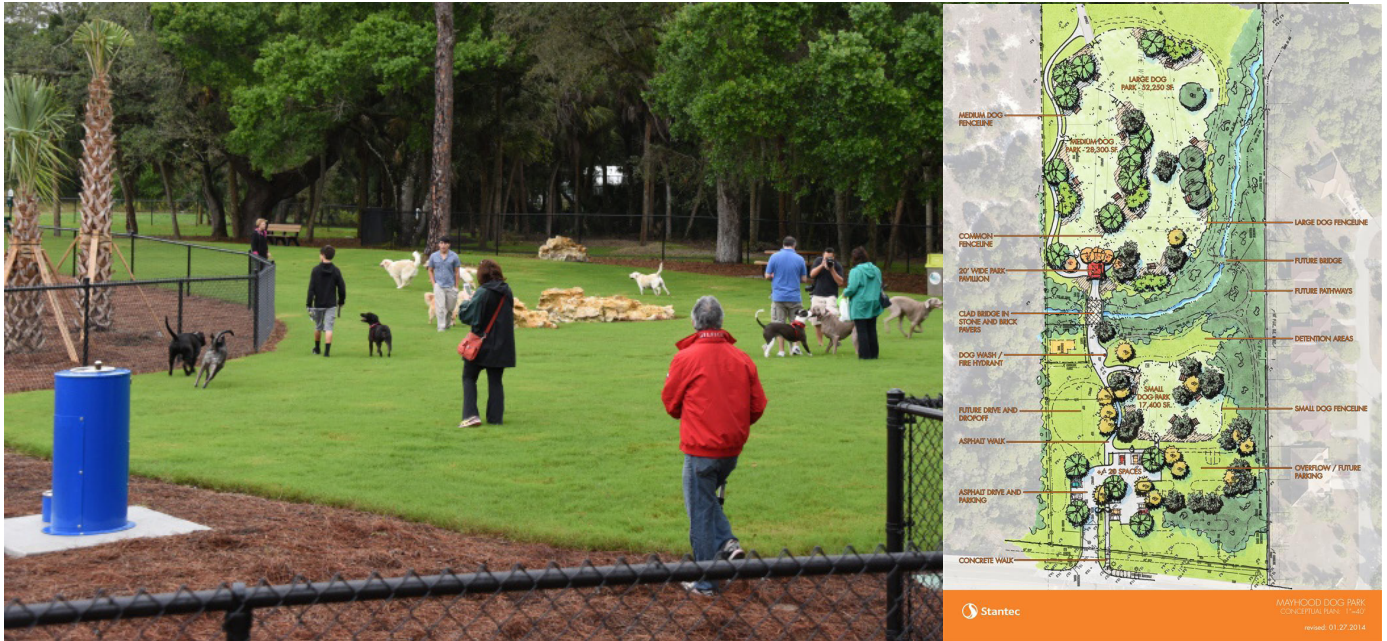
Through a series of public engagement workshops, the project team gained an understanding of the needs and concerns of both the residents and business owners impacted by the improvements to the project area. With a mix of pros and cons to change, the project team took their wishes into consideration for the design of the project elements—roadway, bridge, sidewalk, streetscape, and drainage infrastructure improvements.

Stantec produced all conceptual streetscape design components including vehicle travel lanes, on-street and off-street parking configurations, bicycle, and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, and site materials and finishes.

Project Owner:
City of Bonita Springs

Completion Date: 2018

Team Members included:
Kevin Mangan
Fran DeMarco
Jared Beck



Mayhood Dog Park

Bonita Springs, Florida

Encompassing nearly seven acres of oak and pine covered land on a former mobile home site surrounded by well-established residential neighborhoods, Stantec has created a unique park setting for large, medium, and small dog run areas, a pedestrian multipurpose trail, and many naturally shaded locations within the park and along the trail for all patrons. A key project for the City of Bonita Springs Parks and Recreation Department and the city's residents, the site is part of a larger property acquired by the City along the heavily traveled East Terry Street corridor and flanking both sides of the impaired Leitner Creek waterway.

With careful consideration to the existing canopy cover and the limited removal of existing vegetation, the park offers both shade covered and open gathering spaces for visitors and event staging. Overflow areas have been incorporated into the design and will accommodate large numbers of visitors while minimizing the construction footprint for anticipated daily use.

Key successes of the project design include water quality improvements based upon pre- and post-development land use footprint development which will significantly reduce nitrogen and phosphorus into the storm drainage systems while assisting in the improvement of Leitner Creek and associated watershed. Complete storm water retention on site, incorporation of Florida-friendly landscaping with nearly all native plant material selections, existing vegetation preservation, site sensitive irrigation, and finish material selections further the efforts of the City Parks and Recreation, and Public Works departments goals of delivering quality public spaces while benefiting the community.

Project Owner:
City of Bonita Springs

Completion Date: 2015

Team Members included:
Kevin Mangan
Fran DeMarco
Jared Beck
Craig Schmittler



Cleveland Avenue Landscape Beautification

City of Fort Myers, Florida

Owner:
City of Fort Myers

Completion: 2019

Design Fee: \$10,950
Grant Assistance: \$3,000
Grant Award: \$100,000

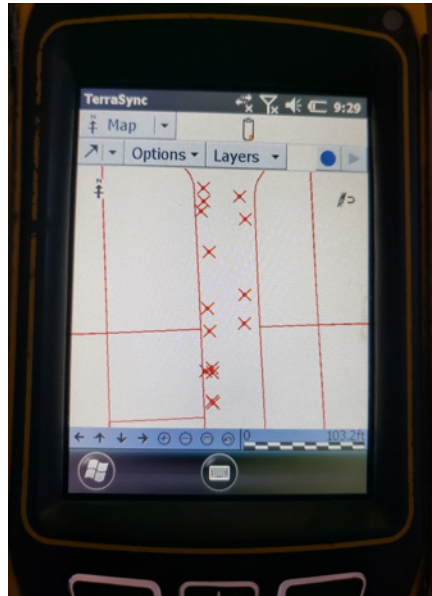
Team Members included:
Jared Beck
Kevin Mangan
Fran DeMarco

Creating a step by step road map for positive reinvestment along this primary thoroughfare in the City of Fort Myers.

Stantec was selected by the City of Fort Myers to develop proposed amendments to the Cleveland Avenue Redevelopment Plan and implementation strategies. Working with the City of Fort Myers Community Redevelopment Agency (CRA), Stantec conducted a review of the existing Cleveland Avenue Redevelopment Plan and related land development code overlay requirements.

Upon completion, Stantec identified and wrote recommended code amendments for implementation by the city and a series of implementation strategies including; design guidelines, grant programs, policing & safety, community-based partnerships, outreach & marketing, streetscape and funding strategies.

As a part of implementation, Stantec also worked with the CRA and the Parks & Beautification department to develop landscape plans for the Cleveland Avenue corridor. This section of roadway within the City was the last remaining portion of US 41 in Southwest Florida without landscape. Stantec subsequently worked with the Beautification Advisory Board, Community Redevelopment Agency Advisory Board, and Community Redevelopment Agency Board to receive preliminary approvals prior to submitting to the Florida Department of Transportation for approval. Stantec also prepared and submitted a Florida Department of Transportation Highway Beautification Grant and was successful at receiving a full request award to support the overall project cost.



Streetscape Project Tree Inventory, City of Miami, Florida

Conducted a portion of the tree inventory for multiple neighborhoods within the City. Collected data (i.e. species, DBH, spread, condition) for 5,823 trees using a GPS unit and trained one person on tree data collection and species identification.

Team Member:
Marisa Magrino



Tree Inventory: City of Deerfield Beach, Florida

Conducted a tree inventory for multiple neighborhoods within the City. Data (i.e. species, DBH, height, condition) was collected for 2,353 trees using a GPS unit.

Team Member:
Marisa Magrino



Tree Assessment: Sunny Isles, Florida

Conducted a tree assessment for recently installed trees at a new development and prepared a report for the client. The report included a narrative, tree inventory table (species, caliper, DBH and condition) and photos.

Team Member:
Marisa Magrino



North Collier Sports Complex - Sun-N-Fun Lagoon

Collier County, Florida

Owner:
Collier County Public
Utilities

Completion: 2019

Team Members included:
Kevin Mangan
Fran DeMarco

Stantec was enlisted by the Collier County Public Utilities Department to provide a cursory site assessment of the Activity Pool, Family Pool, and Slide Pool at the North Collier Sports Complex Sun-N-Fun Lagoon, located at 15000 Livingston Road in Naples, Florida. Aquatic Design & Engineering, subconsultant to Stantec, will use the assessment as a guideline to provide a proposal for a detailed pool area and equipment inspection, pool design, materials, and finishes, pool amenities updates (interactive water features, weir walls and spillways, signage, life guard stations, etc.), structural improvements and repairs as necessary, surrounding site remedial needs at the wet deck, and a safety and code compliance review to meet both the Client's facility re-furbish program and state and local building and accessibility codes.



Immokalee Sports Complex - Aquatic Facility

Immokalee, Florida

**Owner: Collier County
Public Utilities**

Completion: 2019

**Team Members included:
Kevin Mangan
Fran DeMarco**

Stantec provided the Collier County Public Utilities Department with a cursory site assessment of the Competition Pool at the Immokalee Sports Complex – Aquatic Facility, located at 505 Escambia Street in Immokalee, Florida. This assessment is being used by Stantec’s sub-consultant, Aquatic Design & Engineering, as a guideline in providing a proposal for a detailed pool area and equipment inspection, pool design, materials, and finishes, pool amenities updates (water slide, diving boards, lane markers, signage, life guard stations, etc.), structural improvements as necessary, surrounding site remedial needs at the wet deck, and a safety and code compliance review to meet both the County’s facility refurbish program and state and local building and accessibility codes.



Donna Fiala Eagle Lakes Aquatic Complex

Naples, Florida

Owner:
Collier County

Completion: 2015

Team Members included:
Kevin Mangan
Fran DeMarco

The Eagle Lakes Community Center provides a full offering of aquatic amenities to area residents. Families can enjoy the exciting twin water slide tower starting from a height of 20 feet, while younger kids will play in the zero-entry wading pool featuring spray elements and a dump bucket. The whole family can splash through the interactive water feature that includes spray cannons, shooting ground jets and other play elements. The complex's competition pool features eight lap lanes with two diving boards and versatile starting blocks on both the 50 meter and 25 meter lengths of the pool. For this project's competition pool, interactive water feature, slides and activity pool, ADE provided the hydraulic, structural, filtration, and chemical system design and engineering services.



Resumes



Tery Glunt PE, LEED AP
Principal-in-Charge

Tery has over 43 years of experience in the management and administration of engineering divisions responsible for all aspects of design and construction of government and agency related facilities including marina and boating access facilities, recreation complexes, urban and Interstate roadways and bridges, utility corridors, municipal public works and administration facilities, nuclear power plants, landfills and aviation facilities throughout Florida and the United States. His specific experience includes engineering design and coordination of multiple projects, construction engineering and inspection, quality control / constructability review, rigid and flexible pavement design and analysis, hydrologic evaluations, geotechnical and environmental studies, DRI and PD&E involvement, environmental and drainage permitting, preparation of grant applications and coordination of numerous miscellaneous civil and structural contracts with State, County and Municipal entities. Additionally, he has been a Resident Engineer on FDOT construction projects in numerous Districts.

Registration

Professional Engineer #40130, State of Florida

LEED Accredited Professional, US Green Building Council

Education

Bachelor of Science in Civil Engineering, Florida International University, Miami, Florida, 1985

Bachelor of Science in Environmental Sciences, Juniata College, Huntington, Pennsylvania, 1976

Relevant Experience

Flamingo West Park | Cooper City, Florida | Principal in Charge

Flamingo West Park is a new, 15-acre sports complex for Cooper City, Florida. Stantec, as Prime Consultant was in charge for the master planning and development of a regional soccer park in western Broward County. The park will have 4 artificial turf soccer fields with a supporting restroom and concession building. A second major element of the park will be a passive park including a pathway and picnic facilities surrounding a lake and wetlands mitigation area complete with fishing dock. The park will also have a playground, picnic pavilions, maintenance building, parking, bleachers and exercise equipment. Stantec performed planning and programming services in producing the master plan for the project. Stantec further developed the master plan to perform Civil Engineering and Architectural Services for the project.

Hillsboro Boulevard Lane Reduction Study and Landscaping Project | Deerfield Beach, Florida | Principal in Charge

Principal in Charge for traffic study services to aid the City in their petition to reduce Hillsboro Boulevard from 6 to 4 lanes to provide traffic calming and create a safer pedestrian and bicycle use corridor with access to the beach area. The corridor has realized over 150 accidents in the last 10 years, most involving bicycles and pedestrians. The study included traffic data acquisition, 35 years projections, signalization study, and a full

level of service analysis. Additionally, an Access Management Plan was produced and FDOT granted approvals to the City 6 months from notice to proceed.

Mitchell Moore Park Aquatic Facilities* | Pompano Beach, Florida

Principal in Charge for the design and permitting of a new aquatic facility, which includes the master planning, design and construction management of a new competition pool, restrooms, concession and pool buildings. New parking, utilities, landscape and irrigation systems were also required. The existing pool was demolished and improvements to the adjacent buildings in the park were performed.

Pompano Community Park Aquatic Facilities* | Pompano Beach, Florida

Principal in Charge for the design and permitting of a new aquatic facility, which includes the master planning, design and construction management of a new competition pool, restrooms, concession and pool buildings. New parking, utilities, landscape and irrigation systems were also required. In addition, the existing pool was rehabilitated and brought up to code to create a double pool complex.

84th Avenue Transit Greenway, Mobility Enhancements & Traffic Studies | Plantation, Florida

Project Manager for the master planning, design and permitting services for 3,500 L.F. of roadway including storm water improvements, roadway reconstruction, colored concrete sidewalk, paver brick crosswalks, lighting, landscaping and signalization design. The project created a more pedestrian-friendly center city venue for moving foot traffic across Broward Blvd., a 6-lane section. A traffic study supported the design to reduce the roadway from 4 to 2 lanes with parallel parking and landscape islands in the median.



Kevin Mangan PLA
Project Manager/Landscape Architect

Kevin has practiced Landscape Architecture, Urban Design, and Land Planning in the United States and International market place since 1985 and currently manages our Naples-based Design Studio. His leadership and experience in a broad range of interdisciplinary and complex assignments in community development, urban design, hospitality and resorts, health care, streetscapes, and infrastructure projects for domestic and international clientele is the hallmark of his diversity in the profession. Kevin has a passion and expertise for collaborative and teaming roles with the requirements of project management, planning, and detailed design of complex projects. As a Principal and leading design team member, he enjoys forging long term relationships with his clients and professional team members.

Registration

Registered Landscape Architect #0001337, State of Florida, 1989-Present

Education

Bachelor of Science, Landscape Architecture, State University of New York, College of Environmental Science and Forestry at Syracuse, Syracuse, New York, 1985

Relevant Experience

FTE Sawgrass Expressway South Expansion | Miami-Dade County, Florida, United States | Lead Landscape Architect

Responsible for coordinated field data validation and landscape information collection, highway opportunity plans, relocation plans and tree preservation plans, local street interchange coordination with local municipalities, landscape cost estimates and landscape designs within the new Pat Salerno Drive interchange.

Golden Glades Interchange/Palmetto Expressway Project | Miami-Dade County, Florida, United States | Lead Landscape Architect

Responsible for coordinated field data collection and validation within the rights of way. Production of highway opportunity plans, tree and palm relocation plans, tree preservation plans, and local street interchange coordination with local municipalities.

City of Bonita Springs Downtown Improvement Project | City of Bonita Springs, Florida, United States | Lead Landscape Architect

Responsible for all conceptual streetscape design components including vehicle travel lanes, on-street and off-street parking configurations, bicycle, and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, site materials, and finishes. This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place.

Fort Lauderdale Beach Revitalization* | City of Fort Lauderdale, Florida, United States | Resident Project Representative

Responsible for Resident Project Representation, Construction observation and continued design services for this transformational project in the SR A1A corridor along Fort Lauderdale's renowned urban beach front. Day to day activities included interpreting construction drawings and answering RFI's, providing construction landscape sketches to clarify design and design intent in the field, working with the Engineering RPR on coordinating construction issues, securing and tagging plant materials in both the pre- and post-Hurricane Andrew nursery market place and working with the City Engineer in the review of construction activities and contractor obligations to implement the works.

SR 951 over Big Marco Pass Design-Build | Collier County, Florida, United States | Landscape Architect

Responsible for landscape, hardscape, and streetscape features along with project management assistance for concept design and production of detailed landscape planting construction documents. Stantec worked with the design-build team of FIGG Engineering and Johnson Brothers Construction to complete a new two-lane bridge parallel to the existing bridge span.

SR A1A Phase I Corridor Improvements* | Volusia County, Florida, United States | Landscape Architect

Responsible for the Phase I improvements of the PD&E Corridor Enhancement study for landscape, hardscape, and streetscape improvements. Part of project team with HDR.

US 1 (SR 5)/Titusville Revitalization | Brevard County, Florida, United States | Lead Landscape Architect

Responsible for ongoing landscape architecture elements. This project entails landscape design, restoration, and parking studies for the one-way pairs on US 1 through historic downtown Titusville. Stantec provided streetscape design, detailed construction documentation, and specifications for landscape, lighting, site furnishings, hardscape elements and signage.



Fran DeMarco
Senior Project Manager

With more than 25 years of global experience in design, planning, and construction, Fran's collaborative background has provided him with the ability to communicate ideas, concepts and goals with the entire project team both locally and abroad. He understands that a project is more than the sum of its parts, and that successful project development includes cultivating and maintaining strong client relationships, providing innovative and sustainable concepts, a comprehensive understanding of the goals and objectives, developing a budget that is both realistic and in context with the project, and motivating and leading other team members in creating an end-product that exceeds client expectations.

Education

Associate of Arts, Architecture Design and Technology, Porter and Chester Institute, Connecticut, 1992

Relevant Experience

SR 869 Sawgrass Expressway Improvements | Broward County, Florida, United States | Task Manager, Design Lead, Production Manager

Responsible for coordinated field data validation and landscape information collection, highway opportunity plans, relocation plans and tree preservation plans, local street interchange coordination with local municipalities, landscape cost estimates and landscape designs within the new Pat Salerno Drive interchange.

Golden Glades Interchange (FDOT District 6) Improvements | Miami-Dade County, Florida, United States | Task Manager, Design Lead, Production Manager

Responsible for coordinated field data collection and validation within the rights of way. Production of highway opportunity plans, tree and palm relocation plans, tree preservation plans, and local street interchange coordination with local municipalities.

SR 951 over Big Marco Pass (Jolley Bridge) | Collier County, Florida, United States | Design Lead, Production Manager

Responsible for landscape, hardscape, and streetscape features along with project management assistance for concept design and production of detailed landscape planting construction documents. Stantec is working with the design-build team of FIGG Engineering and Johnson Brothers Construction to complete a new two-lane bridge parallel to the existing bridge span. The new bridge will accommodate traffic heading to Marco Island while the existing bridge will serve traffic departing Marco Island.

SR 15 (US 17) Roadway Improvements | Volusia County, Florida, United States | Project Manager, Design Lead

Responsible for coordinated field data validation, landscape information collection, and the round-a-bout streetscape planting design.

US 1 (SR 5) Titusville Historic District | Titusville, Florida, United States | Design Lead, Production Manager

Responsible for ongoing landscape architecture elements. This project entails landscape design, restoration, and parking studies for the one-way pairs on US 1 through historic downtown Titusville. Stantec provided streetscape design, detailed construction documentation, and specifications for landscape, lighting, site furnishings, hardscape elements and signage.

Boynton Bridge/SR 804 Ocean Avenue Enhancement Project* | Palm Beach County, Florida, United States | Task Manager, Design Lead, Production Manager

Responsible for landscape, hardscape, and streetscape features along with project management assistance for concept design and production of detailed landscape planting construction documents. This project enhances the landscape aesthetic for pedestrian and vehicular traffic as Ocean Avenue approaches the newly re-furnished draw-bridge, crossing over the intra-coastal waterway, and connecting to A1A and beachfront destinations.

City of Bonita Springs Historic Downtown/Old US 41 Improvements | Bonita Springs, Florida, United States | Task Manager, Design Lead, Production Manager

Responsible for all conceptual streetscape design components including vehicle travel lanes, on-street and off-street parking configurations, bicycle, and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, site materials, and finishes. This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place.



Scott Buttari, PLA, LEED AP
Landscape Architect

Mr. Buttari's experience includes master planning and construction document preparation for golf course and residential communities, hotel and resort developments, county and neighborhood parks, commercial centers, office parks, and streetscape projects. His LEED Accreditation recognizes his ability to incorporate design, construction, and maintenance techniques that increase energy efficiency and reduce impacts on health and the environment. His designs reflect the successful incorporation of the natural environment in all development projects.

Registration

Registered Landscape Architect \$0001756, State of Florida
LEED Accredited Professional, US Green Building Council

Education

Bachelor of Science, Landscape Architecture, University of Florida, Gainesville, Florida, 1999

Office Location

Sarasota, Florida

Relevant Experience

East Bradenton Neighborhood Streetscape Design | Bradenton Downtown Development | Bradenton, Florida

Landscape Architect responsible for conceptual streetscape design. Stantec provided a neighborhood vision plan for the East Bradenton area. Responsibilities included site inventory and analysis of existing pedestrian, vehicular, and recreational facilities, meetings with neighborhood groups, conceptual vision plan preparation, project summary document preparation and presentation to the City of Bradenton Downtown Development Authority.

Downtown Improvement District Master Plan | Sarasota, Florida

Project Manager responsible for development of an overall master plan. Stantec assisted the Development Improvement District (DID) of Sarasota in preparing an overall Master Plan of the Dependent Tax District created in 2008 for the "downtown core" area of the City. To aid in realization of improving the "downtown ambiance", services included a public workshop, preparation of an opportunities and constraints map. Preliminary design sketches, and preliminary cost estimates for the capital improvements.

Gulf Drive Corridor Enhancemen | Bradenton Beach, Florida

Lead Landscape Architect responsible for the development of enhanced landscape treatments for intersections and beach access along Bradenton Beach's north-south corridor. Native/drought-tolerant plant materials are incorporated for the landscape features. The new plantings were selected to mesh with the existing streetscape and provide a consistent signature for the public beach access points. Two ADA accessible sunset

decks were designed to integrate seating and gathering spaces with open shower facilities and public parking for beach-goers.

St. Armands Circle Streetscape | Sarasota, Florida

Project Manager responsible for conceptual hardscape and landscape plans. Stantec prepared the Design Criteria Package utilized by the City in the recent Design/Build RFP. Design criteria, based upon the Circle's original developer John Ringling, including conceptual hardscape and landscape plans that serve as the basis for the construction of safety and aesthetic improvements to the landmark shopping and dining district.

Bob Gardner Community Park | Manatee County, Florida | Landscape Architect

Landscape Architect on team providing master planning, landscape architecture and civil engineering services for the community park, located between two residential neighborhoods within the Lakewood Ranch Master Planned Community in Bradenton, Florida. The approximately 40-acre park was designed to include a combination of passive-use and active use recreational needs. Features include a multi-use path system, a dog park, two play grounds, a nature trail through a wooded native vegetation preservation area, a disc golf course, two all-purpose sports fields, two covered pavilions with restrooms, and path interconnections to the two adjacent neighborhoods, as well as the overall path system of Lakewood Ranch.

Selby Five Points Park | Sarasota, Florida | Project Manager

Worked with the Downtown Improvement District Board of Directors of Sarasota to facilitate two design workshops to finalize a design direction for an important green space in the heart of the City of Sarasota. The workshops focused upon developing the proper renovations and program elements which would re-energize the park space. Prepared a series of concepts and visualizations which provided the basis for a consensus plan to be presented to the City Commission for approval. Project included removing the pedestrian barrier and providing re-grading of the site and an addition of a new meandering pathway. The reconfigured park now includes a performance platform with lawn and plaza seating, three public art locations, enhanced site lighting and reconstructed landscape and irrigation.



Adam Markle, PLA, LEED AP
Landscape Architect / Lighting Design

Over the course of greater than a decade, Adam has been providing a broad range of consulting services to both public and private sector clients, all the while crafting thoughtful and inspired designs and project solutions. The focus of his work includes land-use planning and design as well landscape architecture for facilities and infrastructure projects of various scale and scope. His LEED Accreditation recognizes his ability to incorporate design, construction, and maintenance techniques that increase energy efficiency and reduce impacts on health and the environment. Adam provides his clients with responsible, aesthetically pleasing designs that fuse the functions of the project into a cohesive, efficient system.

Registration

Registered Landscape Architect #0007098, State of Florida

LEED Accredited Professional, US Green Building Council

Education

Bachelor of Landscape Architecture, College of Architecture and Planning, Ball State University, Muncie, Indiana, 2004

Office Location

Sarasota, Florida

Relevant Experience

Hillsboro Boulevard Lane Reduction Study and Landscaping Project | Deerfield Beach, Florida | Landscape Architect

Stantec provided landscape design and FDOT grant application services for the one mile stretch of roadway between North Dixie Highway and South Federal Highway (US-1) to accompany lane reduction and vehicular access control improvements.

FIU Multi-Use Fields | Miami, Florida | Landscape Architect

Stantec provided civil engineering and landscape architecture services for the design of two sports fields. The two fields will serve as practice facilities for the school's football program as well as facilitate rec-league sports in the off season. The fields displaced a pond and portions of a wooded area which was prized by several academic departments. The design team worked with those departments to develop a demonstration stormwater area near the displaced natural areas. The pond will receive stormwater from the football and baseball stadiums, is planted with 100% native plant materials, and will serve to showcase various methods for treating stormwater in South Florida.

East Manatee Fire Rescue District Headquarters | Manatee County, Florida | Designer

Responsible for assisting project landscape architect with conceptual site design and preparation of landscape construction documents. Stantec was retained to provide conceptual site planning, complete site development, drainage design, permitting, utility design (including an off-site force

main and a lift station), fire truck auto-turn analysis, and construction services for a 20-acre fire station site including a fire rescue station building, administration office building, educational facility, parking lot and maintenance repair garage building.

Fort Hamer Park | Manatee County, Florida | Landscape Architect

Stantec provided multidisciplinary services to Manatee County for the recently completed Fort Hamer Park rowing facility located on the Manatee River. In conjunction with Manatee County staff and rowing experts, we developed a conceptual master plan for the ultimate 10 acre park facility, which includes an 8,000-square-foot boat house, an elevated restroom facility with wood deck, floating dock, boat ramp improvements, amenities, play grounds and associated parking and stormwater management facilities.

St. Armands Circle Streetscape | Sarasota, Florida | Designer

Responsible for conceptual hardscape and landscape plans, Stantec prepared the Design Criteria Package utilized by the City in the recent Design/Build RFP. Design criteria, based upon the Circle's original developer John Ringling, including conceptual hardscape and landscape plans that serve as the basis for the construction of safety and aesthetic improvements to the landmark shopping and dining district.

Jacaranda Boulevard Extension Design-Build | City of Venice, Florida | Landscape Architect

Landscape Architect for the design-build contract of design, permitting, and construction of 1.1 mile of new arterial roadway within the City of Venice and Sarasota County. The project includes the two outside travel lanes of a divided, ultimate four-lane roadway, bicycle lanes, sidewalk, multi-use path, closed drainage, street lighting, utility relocations, and a landscaped median. The resulting award also puts us in the advantageous position to cross-sell additional potential services including additional utility design, site design and permitting, land surveying, and landscape architecture design for adjacent lands.



Steve Niedergeses, PLA
Landscape Architect / Irrigation Design

Steve brings over 20 years of experience providing planning and landscape architecture to a wide range of developments in the United States and abroad. His proficiencies include landscape design, irrigation design, grading and drainage, specifications and construction administration, and is well versed in AutoCAD and Sketchup. He holds a US product design patent for Ribbon Roll Control.

Registration

Registered Landscape Architect #0001674, State of Florida

Education

Masters of Science, Ornamental Horticulture and Landscape Design, University of Tennessee, Knoxville, Tennessee, 1991
Bachelor of Landscape Architecture, Texas A&M University, College Station, Texas, 1988

Office Location

Orlando, Florida

Relevant Experience

Anchor Park Renovations* | Deerfield Beach, Florida | Landscape Architect

As Landscape Architect, Steve addressed Park improvements including the re-design and upgrades to the aging irrigation system.

Madison Street Park | Tampa, Florida | Landscape Architect

Stantec is providing area development and landscape architecture for the new 43,000 SF park for the City of Tampa's Channelside District. The scope required the planning and design of an active sports park that incorporates the design of extensive hardscapes connecting the park's lawn to featured amenities including multi-sport court, golf green, and multiple dog parks. The project is currently in the permitting process.

Morikami Japanese Gardens* | Delray Beach, Florida | Project Manager

The project consisted of expanding and renovating the gardens at Morikami. As Project Manager during the design development phase, Steve led the design coordination of local design consultants with the Japanese Garden Designer and aided with design, detailing and irrigation.

Jupiter Spring Training Facility at Roger Dean Stadium* | Jupiter, Florida | Project Manager

Provided landscape architecture services including landscape, irrigation design, hardscape, construction detailing and construction observation for a new spring training facility.

Disney's Polynesian Resort - Water Bungalows / Public Space Rehab | Lake Buena Vista, Florida | Landscape Architect / Irrigation Designer

As one of Disney's first on site hotels located at the Walt Disney World Resort, it's iconic design complete with Longhouses and the Great Ceremonial, Hall the Polynesian remains one of the most popular resorts on the property. Disney Vacation Club wished to expand its offerings to include new rooms as well as Water Bungalows to the site. As part of this a water play area, "Kiki Tikis Splash Play Area" was added near the Lava pool area and the east pool was replaced with the Oasis pool. Steve's role included aiding with site design, hardscape improvements and irrigation design along with construction detailing and administration.

Disney's Saratoga Springs Vacation Club* | Lake Buena Vista, Florida | Landscape Architect / Project Manager

The largest of the Disney Vacation Club Resorts, Saratoga Springs is themed after the celebrated New York retreat famous for its horse racing and spas. Steve's work on the project started when it was known as the Disney Institute and prior to its presentation to the then CEO Michael Eisner. At the time, it was known as "Project-X". Once the project was presented and became official Steve continued to work on it through every phase for the following 8 years. Steve helped design the two feature pools and layout the hardscape, landscape, and irrigation for the project as well as the construction detailing and administration.

Camden Brickell | Miami, Florida | Landscape Architect

The project consisted of pool deck renovations, this included new patio areas for the residential units located around the pool deck as well as new paving, planters and irrigation for the pool area.

Wynwood Square | Miami, Florida | Landscape Architect

Stantec is providing landscape architectural services including hardscape and landscape design, irrigation, construction detailing and construction observation.



Jared Beck, AICP
Urban Planning / Public Engagement

Jared provides design, planning and public engagement services for many of the firm's most significant Florida projects. He has applied his urban design, community planning and artistic talents to numerous projects from small scale redevelopment infill to large scale new town development. He brings a broad perspective and hands on approach to crafting redevelopment plans, design guidelines, and local policy. Jared also brings extensive experience in community engagement, public information, and small business development and partnership programming to the projects he is involved in. His more recent projects include design, planning, and development guidelines for new town, urban core, redevelopment area, mixed use development, and a variety of public space projects.

Registration

Certified Planner #027911, American Institute of Certified Planners

Education

Bachelor of Science, Landscape Architecture, Texas Tech University, Texas, 2000

Office Location

Fort Myers, Florida

Relevant Experience

Gateway to Charlotte Harbor | Charlotte County, Florida | Project Designer

Project design team leader for the re-design and implementation of the future Gateway to Charlotte Harbor, along the U.S. 41 Corridor. The Gateway design itself incorporates a proper welcome sign, lighting, landscape, and associated elements that mark arrival at the newly formed Charlotte Harbor CRA. This project is part of a multi-phase project that is the key connector linking various redevelopment efforts, including multi use trails, a public park, fishing piers, boat launch, pedestrian promenade, and also linking to the Port Charlotte Urban Trail Phases I & II, also designed by Stantec.

Vanderbilt Beach Beautification Streetscape Master Plan | Collier County, Florida | Project Designer

Project design team member for the conceptual master plan to update the primary street access routes through this Naples' beachfront community. The overall master planned combined additional bike and pedestrian use, traffic calming, streetscape planting, park connections, roundabout design, and enhanced beach access into the community condominiums, single-family residences, hotels and restaurants.

Parks Master Planning Updates | Fort Myers, Florida

Ten years after adoption of the City of Fort Myers Parks Master Plan, Stantec worked with the City to re-evaluate four existing and future park sites for highest trends, user demands,

opportunities for cross-usage and linkage to community assets, resulting in full design, phasing, and cost basis approach for construction.

Cleveland Avenue Corridor | City of Fort Myers, Florida, United States | Project Manager

Stantec was selected by the City of Fort Myers to develop proposed amendments to the Cleveland Avenue Redevelopment Plan and implementation strategies. Working with the City of Fort Myers Community Redevelopment Agency (CRA), Stantec conducted a review of the existing Cleveland Avenue Redevelopment Plan and related land development code overlay requirements. Upon completion, Stantec identified and wrote recommended code amendments for implementation by the city. A series of implementation strategies included design guidelines, grant programs, policing and safety, community-based partnerships, outreach and marketing, streetscapes, and funding strategies. Since completing the implementation strategy, Stantec has subsequently pursued and was awarded full funding for a Florida Department of Transportation Beautification Grant to complete landscape installation within a key segment of the corridor.

Mayhood Dog Park | Bonita Springs, Florida, United States | Project Designer

Member of design team responsible for the redevelopment of a seven-acre former mobile home site into a municipal dog park for the City of Bonita Springs. A high ranking priority for the City Parks & Recreation Department, and a key element within the City Parks Master Plan, the park includes three separate dog parks for small, medium, and large, dogs, and passive recreation Trails. Key within the project was the development of water quality improvement strategies for the impaired and bisecting Leitner Creek, preservation of existing canopy coverage, and custom designed finish elements.



Jeff Crews PE, LEED SP
Site/Civil Engineering

Jeff, with over 32 years of experience, has been Design Engineer and Project Manager on various projects in the field of structural and civil engineering. Mr. Crews' civil experience has included the preparation of utility relocation plans, drainage analysis, development of traffic control, and stormwater pollution prevention plans. Mr. Crews also has extensive design, construction inspection, and administration experience in all types of building structures.

Registration

Professional Engineer #46575, State of Florida

LEED Accredited Professional, U.S. Green Building Council

Certified, Masonry Inspector, No. SMI-74, 2012

Education

Bachelor of Science in Civil Engineering, Cum Laude, University of Miami, Miami, Florida, 1988

Relevant Experience

FIU Multi-Purpose Fields | Miami-Dade County, Florida

Project Manager providing consulting services for the multi-purpose practice fields on the Modesto Maidique Campus of FIU. The complex includes one artificial turf field and one prescription turf field. The complex will be the primary practice facility for the Division I football team. The University will use the complex for intramural competitions when not in use by the football team. The project includes a 3,500 SF restroom and storage building to complement the usage of the field elements. The fields are also lit for night usage with LED sports lighting that function with approximately half of the energy usage of traditional sports lighting.

Flamingo West Park | Cooper City, Florida

Project Manager and Lead Civil Engineer for the Master Planning and Development of a regional soccer park in western Broward County. The project includes 4 artificial turf soccer fields with supporting parking and concession restroom building. The park also includes a passive park with picnic facilities and trails around a lake and mitigated wetland. The land was provided by a private developer under a development order and services were provided for oversight of the preliminary site preparations. Other services include master planning, full project development and construction oversight.

Hunters Manor Park* | Pompano Beach, Florida

Project Manager and Lead Civil Engineer for the Development of an 8.5 acre multi-purpose neighborhood park in an underserved neighborhood in Pompano Beach. The project included a basketball court, tennis court, playfield, playground, picnic

facilities with supporting parking and restroom building. Services included full design, permitting and construction administration.

Alsdorf Park Boat Ramps* | Pompano, Florida

Project Manager and Lead Civil and Structural Engineer responsible for the rehabilitation and expansion of a three ramp boat ramp facility with 80 boat trailer parking spaces, wash down area, controlled marine patrol access. The project added a fourth larger ramp structure that was deeper and longer to accommodate larger vessels. The parking areas were expanded and reconfigured to add an additional 28 boat trailer parking spaces. An additional future phase of the project will include the addition of floating docks on the intracoastal waterway to facilitate boat staging. The services provided included a master planning feasibility study and full implementation through construction. This \$1,400,000 project included FIND approval and grant acquisition from FIND as well as the Broward County Marine Advisory Committee.

Plantation Heritage Park* | Broward County, Florida

Project Manager and Lead Designer on the replacement of numerous facilities within Plantation Heritage Park for the purposes of ADA compliance. The project involved site placement, drainage, utilities, paving and grading for four restrooms and 6 shelters throughout the park. The project also included the replacement of three separate lift stations servicing portions of the park.

ADA Facility Improvements* | Broward County, Florida

Project Manager and Lead Designer on the replacement of numerous facilities within Broward County Parks for the purposes of ADA compliance. The project involved site placement, drainage, utilities, paving and grading for various restrooms and shelters throughout Broward County. Series of projects included structures at Tradewinds Park, Oswald Park and Delevoe Park.



Craig Schmittler CSE, PWS
Senior Ecologist

Craig offers over 35 years of environmental project experience. He is an Authorized Gopher Tortoise Agent and has completed hundreds of successful gopher tortoise relocations. He is considered an expert in the environmental permitting processes for the US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, Southwest Florida Water Management District along with numerous local state and municipal regulatory agencies. He is also recognized as an expert in the field of jurisdictional wetland assessments, listed species assessments and permitting, gopher tortoise relocations and listed species management plans.

Registration

Professional Wetland Scientist #776, Society of Wetland Scientists

Professional Mangrove Trimmer, Florida Department of Environmental Protection

Certified Senior Ecologist, Ecological Society of America

Education

Bachelor of Science, Eastern Illinois University, Charleston, Illinois, 1982

Master of Science, Zoology, Eastern Illinois University, Charleston, Illinois, 1984

Relevant Experience

I-95 Interchange / Improvement Studies, FDOT District IV | Florida | Senior Environmental Scientist

Responsible for jurisdictional wetland determinations, listed species evaluations and regulatory permitting for numerous interchange improvement and road widening projects along the I-95 corridor from Broward County north through Indian River County in Florida

Project Development and Environment (PD&E) Study for CR 836, FDOT District 6* | Florida | Senior Environmental Scientist

Responsible for environmental data collection identifying jurisdictional wetlands and listed species or other environmental concerns for this proposed roadway alignment study. Responsible for development of supporting environmental documents.

Interstate 95 Listed Species Surveys, Wetland Delineations and Wetland Seasonal High Water Demarcation | Brevard County, Florida | Senior Ecologist

Conducted surveys for Florida Scrub Jays and Audubon's crested caracara in a proposed interstate interchange. The surveys included identifying occupied habitat and categorizing the Type I, Type II and Type III habitats on site. US Army Corps of Engineers jurisdictional wetlands within the limits of the proposed interchange were delineated and seasonal high water

levels were located in the field using biological indicators. Results submitted to FDOT for use in permitting and planning.

Project Development & Environment (PD&E) Study for I-95 at PGA Boulevard, FDOT District 6* | Florida | Senior Environmental Scientist

Responsible for environmental data collection for jurisdictional wetlands and listed species, and development of the Wetland Evaluation Report and Endangered Species Biological Assessment.

Sunrise Park | Charlotte County, Florida | Senior Ecologist

Responsible for jurisdictional wetland delineations and all ERP and USACE environmental permitting of a 175-acre property that will be used as a Charlotte County Park.

Hathaway Park | Charlotte County, Florida | Senior Ecologist

Responsible for conducting listed species surveys and establishing jurisdictional wetland limits on a 75-acre public park property. Also prepared detailed FLUCCS habitat maps for the site.

Lakes Regional Park Master Plan | Lee County, Florida | Senior Ecologist

Responsible for identifying wetlands and listed species habitats, assessments, and report generation along with related agency coordination for a Park Master Plan for the Lakes Regional Park located in Fort Myers near the intersection of US 41 and Gladiolus Drive. In addition to recreational and facilities improvements, a plan to improve water quality as determined from the analysis was greatly needed and incorporated into design solutions for this 260-acre site.

Mayhoo Dog Park | Florida | Senior Ecologist

Responsible for conducting a listed species survey focusing primarily on gopher tortoises. Obtained relocation permit from FWC and conducted all relocation activities for gopher tortoises on site. Responsible for supervising the nuisance and exotic species removal as licensed applicator for all species listed on the FLEPPC list of noxious plants in Florida.



**Environmental
Consulting
Services Group**

Marisa Magrino ISA
Arborist

Ms. Magrino is an environmental scientist and Certified Arborist with 17 years of experience. With her extensive educational and professional experience, Ms. Magrino is proficient in plant and wildlife identification, tree assessments, plan reviews, report writing, mitigation assessments, GIS, coordinating/obtaining permits, and performing coastal, wetland and landscape surveys and compliance inspections. She served as a Natural Resources Specialist for Broward County, 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. Professional certifications include ISA Certified Arborist, LIAF Certified Landscape Inspector, FNGLA Certified Landscape Technician and Horticulture Professional, FDEP Stormwater Inspector and FDOT Maintenance of Traffic.

Certifications

ISA Certified Arborist, # FL-6436A
LIAF Certified Landscape Inspector, #2016-0196
FNGLA Certified Landscape Technician, #TC9 00427
FNGLA Certified Horticulture Professional
FDOT Maintenance of Traffic Intermediate, # 11314
FDEP Certified Stormwater Inspector, # 33987
CPR and Emergency First Response certified
PADI Certified Advanced Open Water Rescue SCUBA Diver

Education

M.S., Marine Biology, Nova Southeastern University, 2006
B.S., Biology, Arizona State University, 2001

Relevant Experience

Streetscape Project Tree Inventory, City of Miami, FL:

Conducted a portion of the tree inventory for multiple neighborhoods within the City. Collected data (i.e. species, DBH, spread, condition) for 5,823 trees using a GPS unit and trained one person on tree data collection and species identification.

Tree Inventory: City of Deerfield Beach, FL: Conducted a tree inventory for multiple neighborhoods within the City. Data (i.e. species, DBH, height, condition) was collected for 2,353 trees using a GPS unit.

Tree Assessment: Sunny Isles, FL: Conducted a tree assessment for recently installed trees at a new development and prepared a report for the client.

Hillsboro El Rio Park Phase II: Tree, Wetland and Wildlife Surveys/Permitting, Boca Raton, FL: Conducted the tree, wetland and wildlife surveys, prepared reports including GIS maps and assisted in permitting and construction compliance. These tasks were completed for the design process of a 17-acre city park.

FDOT District 4: Dania Beach Boulevard, Tree Assessment, Dania Beach, FL: FPID 437847-1-52-01 along Dania Beach Blvd.

between US-1 and A1A for trees located within the median requiring an assessment of condition, caliper, height, spread, DBH and distance to ROW.

FDOT District 4: Prospect Road, Tree Assessment, Pompano Beach, FL: FPID 435925-1-52-01 along Prospect Road for trees located within the median and along edge of road (north and south bound) requiring an assessment of condition, caliper, height, spread, DBH and distance to ROW and sidewalk.

Turnpike Gateway Signs at MP 113 and MP 154, FPID 190778-1-52-79: Conducted Landscape CEI to ensure contract compliance specifications and to ensure long-term landscape installation success.

FDOT District 6: Landscape CEI, State Road 826, Miami, FL: FPID 250071-2-52-01 from NW 62nd Ave. to NW 42nd Ave. Conducted Landscape CEI (includes MOT and erosion control inspection) and continuous installation monitoring on this project that included 7500 shrubs and 2600 trees.

FDOT District 6: Landscape CEI, US-1, Key Largo and Tavernier, FL: FPID 419853-2-52-01 and 419848-2-52-01 from MM 90.8 to MM 99.6. Conducted 2-year monthly tree inspections of this project in the Florida Keys. The project required local agreements and the use of 1900 native tree and 39,000 shrub species.

FDOT District 6: Landscape CEI, I-95, Miami, FL: FPID 433924-1-52-01 and 433924-2-52-01 from NW 170th St. to Miami-Dade/Broward County line. Conducted Landscape CEI (includes MOT and erosion control) and installation monitoring on this project that included 4500 trees and 4800 shrubs.

FDOT District 6: Roadway Widening/Tree Assessment, N. Alton Road, Miami Beach, FL: FPID 429193-1-52-01 from Michigan Ave. to Ed Sullivan Dr. A roadway widening project impacting 450 trees and requiring an assessment of condition, caliper, height, spread as well as a relocation plan.



Office
Locations

Office Locations

Stantec has over 17,000 people in more than 350 locations worldwide. With 200 offices and 7,600+ people in the US alone, chances are there's a Stantec presence right where you need us to be. More specifically, we have 15 offices within the State of Florida including our local Deerfield Beach office to aid in this contract, and we have a long history of serving municipal and county government clients throughout the state.

The key Stantec team members assigned to provide services under this contract are located in the following offices:

Deerfield Beach Office		Naples Office		Sarasota Office	
800 Fairway Drive, Suite 195 Deerfield Beach, Florida 33441 (954) 481-2812		5801 Pelican Bay Blvd., Suite 300 Naples, Florida 34108 (237) 649-4040		6900 Professional Parkway East Sarasota, Florida 34240 (941) 907-6900	
Staffing:		Staffing:		Staffing:	
Administrative	2	Administrative	13	Administrative	18
CAD Technician	2	Biologist	1	Biologist	4
Civil Engineer	10	Civil Engineer	6	CAD Technician	14
Electrical Engineer	3	Computer Programmer	1	Civil Engineer	29
Project Manager	1	Construction Inspector	3	Computer Programmer	2
Structural Engineer	1	Construction Manager	1	Construction Inspector	6
Technician/Analyst	1	GIS Specialist	2	Environmental Scientist	5
Transportation Engineer	1	Landscape Architect	4	GIS Specialist	3
		Land Surveyor	11	Geologist	1
		Planner, Urban/Regional	2	Hydrologist	1
		Project Manager	1	Land Surveyor	14
				Landscape Architect	5
				Planner, Urban/Regional	5
				Water Resources Engineer	1
	21		45		108

Subconsultant Office Location

Environmental Consulting Services Group (ECS)

1627 NE 17th Terrace
Fort Lauderdale, FL 33305
(954) 309-3225



Local
Business

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

N/A

Solicitation Number T-25-20

TO: Stantec Consulting Services Inc.
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # T-25-20

I, Tery Glunt, PE / Principal-in-Charge
(Name and Title)

of Stantec Consulting Services Inc., certify that on the 14th day of
August, 2020, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>Accurate Land Surveyors</u>	<u>Survey Services</u>	<u>Subconsultant Services</u>

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Name and Title: Lynn Culleton / Client Services

Date: 8/21/2020

Note: Attach additional documents as available.

Kennedy, Pam

From: Kennedy, Pam
Sent: Monday, August 17, 2020 10:46 AM
To: lynn@accuratelandsurveyors.com
Subject: Teaming Opportunity - Pompano Beach Continuing Contract for Landscape Architecture Services
Attachments: Pompano Beach T-25-20
__Continuing_Contracts_for_Landscape_Architectural_Services.pdf

Lynn, I have attached the Request for Proposal for review and decision.

Thank you.

Pam Kennedy

Senior Marketing Specialist

Direct: 239 649-4040 ext 6417

Direct: 239 263-6417 ext

Fax: 239 643-5716

Pam.Kennedy@stantec.com

Stantec

5801 Pelican Bay Boulevard Suite 300

Naples FL 34108-2709



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

Kennedy, Pam

From: Kennedy, Pam
Sent: Wednesday, August 19, 2020 8:59 AM
To: lynn@accuratelandsurveyors.com
Subject: FW: Teaming Opportunity - Pompano Beach Continuing Contract for Landscape Architecture Services
Attachments: Pompano Beach T-25-20
__Continuing_Contracts_for_Landscape_Architectural_Services.pdf

Good Morning Lynn.

I am just following up to see if you have had a chance to speak with your owner about team with Stantec on the Pompano Beach Landscape Architectural contract. Please let me know. The proposal is due on Monday and I would like to include your information.

Thank you.

Pam Kennedy

Senior Marketing Specialist

Direct: 239 649-4040 ext 6417

Direct: 239 263-6417 ext

Fax: 239 643-5716

Pam.Kennedy@stantec.com

Stantec

5801 Pelican Bay Boulevard Suite 300

Naples FL 34108-2709



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From: Kennedy, Pam
Sent: Monday, August 17, 2020 10:46 AM
To: lynn@accuratelandsurveyors.com
Subject: Teaming Opportunity - Pompano Beach Continuing Contract for Landscape Architecture Services

Lynn, I have attached the Request for Proposal for review and decision.

Thank you.

Pam Kennedy

Senior Marketing Specialist

Direct: 239 649-4040 ext 6417

Direct: 239 263-6417 ext

Fax: 239 643-5716

Pam.Kennedy@stantec.com

Stantec

5801 Pelican Bay Boulevard Suite 300

Naples FL 34108-2709



Kennedy, Pam

From: Kennedy, Pam
Sent: Friday, August 21, 2020 8:54 AM
To: Lynn Culleton
Subject: Pompano Beach Landscape Architecture Proposal
Attachments: Letter of Intent.pdf

Good Morning Lynn.

Just following up on our conversation yesterday. We will just need a positive answer along with a registered surveyors name, copy of current license for him/her and the firm, and your Pompano Beach tax receipt to include in the proposal. We are also required to have the Letter of Intent form signed.

Please let me know. Thanks.

Pam Kennedy

Senior Marketing Specialist

Direct: 239 649-4040 ext 6417

Direct: 239 263-6417 ext

Fax: 239 643-5716

Pam.Kennedy@stantec.com

Stantec

5801 Pelican Bay Boulevard Suite 300

Naples FL 34108-2709



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LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # T-25-20

I, Tery Glunt, PE / Principal-in-Charge
(Name and Title)

of Stantec Consulting Services Inc., certify that on the 17th day of
August, 2020, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
FTC Florida Technical Consultants	Engineering Support	Subconsultant Services

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: Office no longer in Pompano Beach

Name and Title: James Barton, PE / President

Date: 8/17/2020

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # T-25-20

I, Tery Glunt, PE / Principal-in-Charge
(Name and Title)

of Stantec Consulting Services Inc., certify that on the 14th day of
August, 2020, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
<u>Keith and Associates</u>	<u>Survey Services</u>	<u>Subconsultant Services</u>

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: Submitting as Prime

Name and Title: Alex Lazowick, PE, PMP

Date: 8/17/2020

Note: Attach additional documents as available.

Kennedy, Pam

From: Kristen Lawlor <KLawlor@keithteam.com>
Sent: Monday, August 17, 2020 8:45 AM
To: Glunt, Tery; Kennedy, Pam
Subject: RE: Keith and Associates

Hi Tery and Pam,

KEITH has decided to prime and because of our position in this pursuit, we will not be available to sub for this one.

Thank you for thinking of this and we'll continue to look for opportunities together.

Best,



Kristen Lawlor

Director of Marketing
Office: 954.788.3400
Email: KLawlor@keithteam.com
www.KEITHteam.com

From: Glunt, Tery <tery.glunt@stantec.com>
Sent: Friday, August 14, 2020 10:58 AM
To: Kennedy, Pam <Pam.Kennedy@stantec.com>
Cc: Kristen Lawlor <KLawlor@keithteam.com>
Subject: RE: Keith and Associates

Pam:

Kristen Lawlor is their marketing contact. I have copied her on this email.

Kristen:

We know that K&A is chasing the City of Pompano Beach Landscape Services as a prime, but I was wondering if you could also support us as a sub providing surveying services? Please check with Alex if that would be OK.

Thanks

Terrance N. Glunt P.E., S.I., LEED AP
Principal

Direct: 954-481-2812 ext 231
Mobile: 954-214-7900
Fax: 954-481-2818
tery.glunt@stantec.com

Stantec
800 Fairway Drive Suite 195
Deerfield Beach FL 33441-1828

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

BID # T-25-20

1. What portions of the contract have you identified as Local Business opportunities?

Survey services

Engineering support

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

Yes. Provided the Request for Letters of Interest document for review
or called and described the requested services.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

Multiple phone calls and emails to get a response.

7. List the Local Businesses you will utilize and subcontract amount.

_____ \$ _____
_____ \$ _____
_____ \$ _____

8. Other comments: After reaching out the firms listed on the Local Business Unavailability Form,
we cross referenced the surveyors from the Pompano Beach approved
listing with the current licensed surveyors with the State of Florida and did
not locate additional options.

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

X My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

X My firm does not qualify as a Tier 2 Vendor.

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

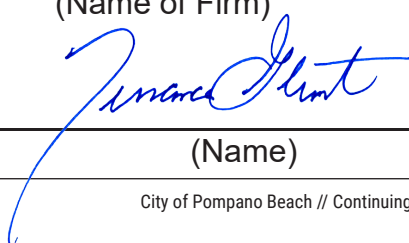
8/21/2020

(Date)

Stantec Consulting Services Inc.

(Name of Firm)

BY:



(Name)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: STANTEC CONSULTING SERVICES INC **Receipt #:** 315-274235
Business Name: STANTEC CONSULTING SERVICES INC **Business Type:** ENGINEER (CERTIFICATE OF AUTHORIZATION)

Owner Name: STANTEC CONSULTING SERVICES INC **Business Opened:** 01/06/2016
Business Location: 800 FAIRWAY DR STE 195 **State/County/Cert/Reg:** 27013
 DEERFIELD BEACH **Exemption Code:**

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00


THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 STANTEC CONSULTING SERVICES INC
 11130 NE 33 PL STE 200
 BELLEVUE, WA 98004

Receipt # ICP-18-00015565
Paid 09/10/2019 30.00

2019 - 2020

<p>Business Tax Office 150 NE 2nd Ave. Deerfield Beach, FL 33441 Phone: (954)480-4333 E-mail: web.btr@deerfield-beach.com</p>	 Deerfield Beach Florida	<p>Business Tax Receipt License 2019-2020 License Number: 20-00031169 Date Issued: 9/10/2019 Expires: 9/30/2020</p>				
<p>STANTEC CONSULTING SERVICES IN 11130 NE 33RD PL SUITE 200 BELLEVUE WA 98004</p>	<p>Classification: ENGINEERING SERVICES/ENGINEER Business Location: 800 FAIRWAY DR Service(s): ENGINEERING FIRM - SUITE 195 Control Number: 0001589</p>					
<table border="1"> <tr> <td>Tax Amount: \$ 117.60</td> <td>Add. Fees: \$ 122.40</td> <td>Penalty: \$ 0.00</td> <td>Total Amount Paid: \$240.00</td> </tr> </table>			Tax Amount: \$ 117.60	Add. Fees: \$ 122.40	Penalty: \$ 0.00	Total Amount Paid: \$240.00
Tax Amount: \$ 117.60	Add. Fees: \$ 122.40	Penalty: \$ 0.00	Total Amount Paid: \$240.00			
<p>Notice: This Tax Receipt becomes NULL and VOID if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.</p>						



Litigation
Statement

Firm Name: Stantec Consulting Services Inc. ("SCSI")

LEGAL PROCEEDINGS

Following are legal proceedings arising out of construction or design projects. We have listed all currently pending litigation against SCSI (including litigation against Stantec Consulting Inc. and Stantec Consulting Corporation. Stantec Consulting Inc. was merged into Stantec Consulting Services Inc. as of December 31, 2009; Stantec Consulting Corporation was merged into SCSI as of December 31, 2011), and all currently open litigation or litigation that has been closed since the date of acquisition of companies acquired by SCSI, namely: The Sear-Brown Group, Inc., Dufresne-Henry, Inc., Vollmer Associates, LLP., Trico Engineering, Inc., Neill & Gunter, Inc., R.D. Zande, Inc., Fuller, Mossbarger, Scott & May, Inc., Secor International Incorporated, Jacques Whitford Company, Inc., Bonestroo, Inc., ENTRAN, Inc., ABMB Engineers, Inc. Greenhorne & O'Mara, Inc., USKH Inc., Processes Unlimited, Inc., Penfield & Smith Engineers, Inc., Fay, Spofford & Thorndike, Inc. and MWH (collectively "acquired companies").

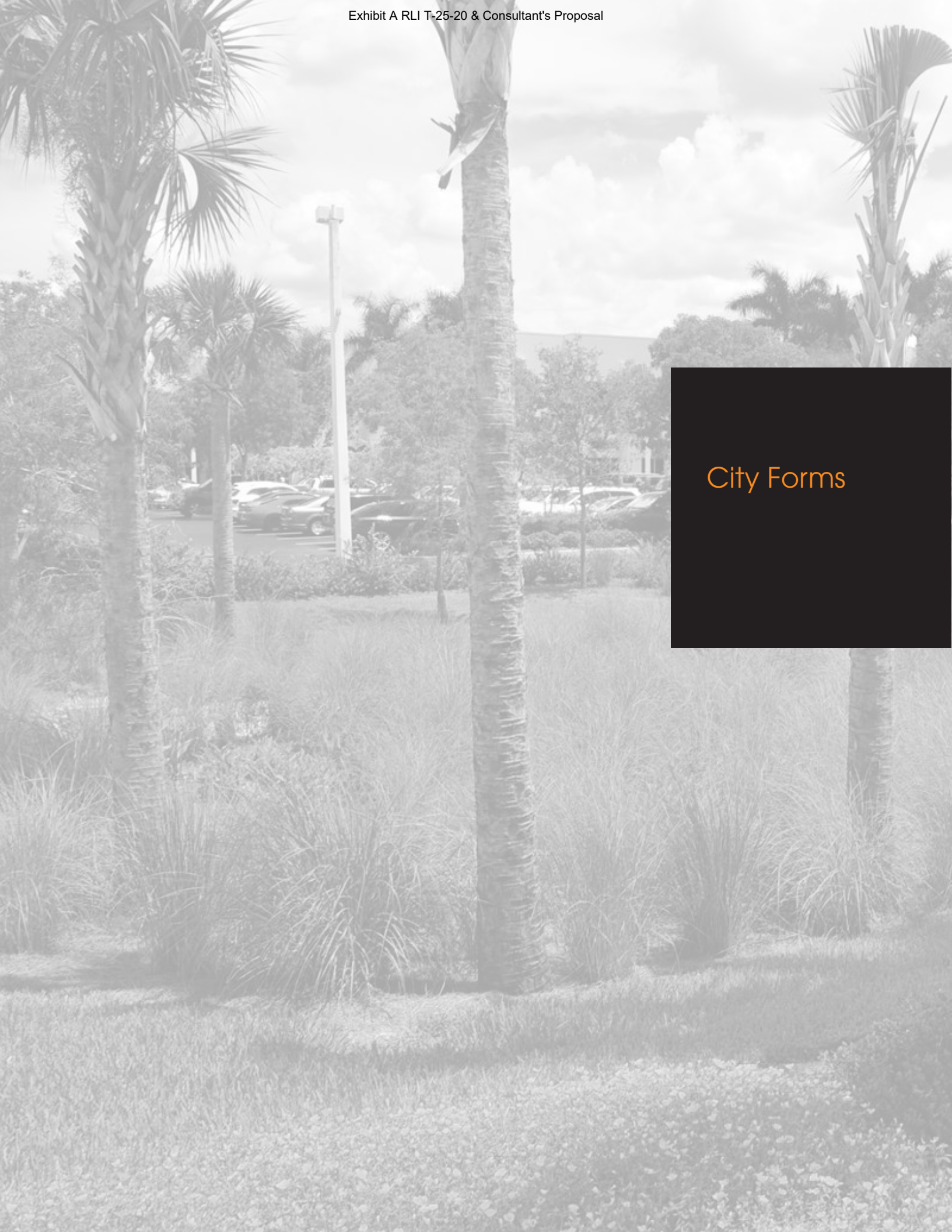
1) **Currently Pending Litigation for SCSI or acquired companies**

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
DCAS – 210 Joralemon LL11 Brooklyn, NY Owner – New York City Department of Citywide Administrative Services	Fitim Shehu v. The Board of Managers of the 210 Joralemon Street Condominium, Stantec Consulting Services Inc., Stantec Architecture Inc., Ashnu International Inc., ZDG LLC, 210 Muni, LLC and United American Land, LLC; County of New York; allegations re unsafe work conditions; pending, unresolved litigation.
Modified Wastewater Pumping Station; Wastewater & Effluent Force Mains Plymouth, MA Owner – Town of Plymouth, MA	Town of Plymouth v. Veolia North America – Northeast LLC, Veolia Water North America Operating Services LLC. Veolia North America, Inc., American Home Assurance Company, Insurance Company of the State of PA. American International Group, Inc., Ace American Insurance Company, CDM Smith, Inc., P. Gioioso & Sons, Inc. and Stantec Consulting Services Inc.; United States District Court, commenced May 2016; allegation re force main sewer, pending, unresolved litigation.
Modified Wastewater Pumping Station; Wastewater & Effluent Force Mains Plymouth, MA Owner – Town of Plymouth, MA	Commonwealth of Massachusetts v. Veolia, Town of Plymouth and Town of Plymouth v. CDM Smith, Stantec Consulting Services Inc., et al.; companion case to previous Town of Plymouth v. Veolia, et al.; allegation in Massachusetts State Court, allegation re discharge of water; pending, unresolved litigation.
Quarry Naples, FL Owner - Centex Homes now Pulte	Quarry Community Association Inc., Plaintiffs vs. Centex Real Estate, Wilson Miller Inc., et al.; allegation re construction defects in common areas which were constructed by Pulte; commenced May 31, 2017; pending, unresolved litigation.
SP NO 454-02-0071, I-12 Widening D-B Amite River Bridge Baton Rouge, LA Owner - LA Department of Transportation and Development	City of Walker, City of Denham Springs, The Williamson Eye Center (APMC), Timothy John Kinchen and Shannon Farris Kinchen. v. State of LA thru State of LA Department of Transportation and Development, ABMB Engineers, et al.; allegation re concrete barrier along I-12 as part of Geaux Wider highway; commenced January 2017; pending, unresolved litigation.
Henrico Fire Station #10 Henrico County, VA Owner - County of Henrico	Murray v. County of Henrico and Haley Builders; Jewell v. County of Henrico & Haley Builders, Inc.; allegation re storm water runoff at construction site; commenced June 2016; pending, unresolved litigation.
Glendale Community College District Services Building Glendale, CA Owner - Glendale Community College District	Mallcraft, Inc v. Glendale Community College District. Mechanical system is not performing in new services building. The construction contract with the contractor was terminated during construction for default and the bonding company (Travelers Insurance) took over. Travelers brought arbitration against the College and is claiming architectural and engineering errors and omissions both as a defense to defect claims and as an affirmative source to recover their losses. Stantec performed mechanical, electrical and plumbing design and Traveler's alleges their contractor did not follow the design because it was "overdesigned." College district brought in Architect due to Contractor defenses, and Stantec brought in as a defendant by Architect. Settled, <i>pending closure</i> . (September 2019)

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
<i>Legacy Personal Injury Claims</i> relating to Wolff & Munier, Inc., acquired by Fay Spofford & Thorndike of New York, Inc.	Pending lawsuits tendered to Wolff & Munier, prior insurance carrier; claims relating to alleged asbestos exposure on projects decades ago; on projects where Wolff & Munier allegedly provided services.
Pike County Manufacturing Center Improvement Project Waverly, OH Owner – Pike County	Vulgamore Farms v. Stantec Consulting Services Inc. v. Pike County Board of Commissioners, et al.; alleged conversion of earth; commenced September 2016; pending, unresolved litigation.
Hidden Canyon Estates Draper, UT Owner - DJ Investment Group	DJ Investment Group v. SCSi; Plaintiff alleges negligence and breach of contract in design of a road and culvert for a stormwater detention basin, and review of separate parcels of land for future development activities; commenced Nov. 2017; pending, unresolved litigation.
Eastside WRF Aeration System and Headworks Improvements Nokomis, FL Owner - City of Venice, FL	Antaya v. MWH Americas, Inc., MWH Global, Inc., Stantec Consulting Services Inc., et al.; wrongful death claim; allegation of negligence in provision of contract administration services; commenced January 2018; pending, unresolved litigation.
SR 347 Dunmore, PA Owner – Pennsylvania Department of Transportation	Bertocki Realty, LLC, Bertocki, J.P. Insurance Agency, Inc., Plaintiffs vs. Commonwealth of PA Dept, of Transportation a/ka/a PennDoT, Harrisburg; Commonwealth of PA Dept, of Transportation a/k/a PennDoT (Office of Attorney General, Civil Litigation Unit); Stantec Consulting Services Inc.; New Enterprise Stone & Lime Co. Inc.; McMahon & Mann Consulting Engineers, P.C., Defendants; allegation re encroachment of property; commenced July 2018; pending, unresolved litigation.
Tulloch Hydroelectric Project 3 rd Unit Addition Calaveras/Tuolumne Counties, CA Owner - Tri-Dam Joint Venture	Tri-Dam Project, a cooperative venture between Oakdale Irrigation District, a public agency, and South San Joaquin Irrigation District, a public agency, v. MWH Americas, Inc. a DE corporation; MWH Global, Inc., a DE corporation; Stantec, Inc. a foreign business entity; and Does 1-100 inclusive; allegation re design error; commenced May 2017; pending, unresolved litigation.
Harrison West Harrison, NY Owner – Memorial Sloan Kettering Cancer Center	Svetlana Mironov, Plaintiff, v. Memorial Hospital for Cancer and Allied Diseases, Ewing Cole, Inc., Hunter Roberts Construction Group, L.L.C., WJL Architecture & Engineering, D.P.C., dba Ewing, Cole, Wilson Jarvis Patel Architecture & Engineering, P.C., dba Ewing, Cole, Jaros, Baum & Bolles, Inc., Jaros Baum & Bolles, Inc. Consulting Engineers, LLP, Robert Silman Associates Structural Engineers, D.P.C., Stantec Consulting Services Inc., Granary Associates, Inc., Orange County Iron Works, LLC, A-Val Architectural Metal III LLC, Port Morris Tile & Marble Corp., Imperial Woodworking Company, RE:SOURCE New Jersey, Inc. and West-Fair Electric Contractors, Inc., Defendants; allegation re personal injury, commenced September 2018; pending, unresolved litigation.
SR 836 & SR 826 Interchange Reconstruction Miami, FL Owner – Florida Department of Transportation	Jose Antonio Florez Garcia, Plaintiff vs. BCC Engineering, Inc., et al., (Stantec Consulting International, LLC, an AZ corporation); commenced December 2018; allegation re personal injury; pending, unresolved litigation.
SDS Treatment Plant Colorado Springs, CO Owner – Colorado Springs Utilities	Wildeman v. MWH Global; Stantec Inc., SimplexGrinnel, Western States Fire Company, allegations re personal injury; commenced November 2017; pending, unresolved litigation.

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
Windy Ridge Tank Anaheim, CA Owner – City of Anaheim, CA	KANA ENGINEERING GROUP, INC., a California Corporation, Plaintiff V. CITY OF ANAHEIM, a California Municipal Corporation, Defendant V. CITY OF ANAHEIM, a California municipal corporation, Cross-Complainant V. STANTEC CONSULTING SERVICES INC., a New York corporation, for itself and as assignee of MWH AMERICAS, INC., a California corporation, Cross-Defendants; allegation by City of Anaheim re termination of contract; commenced December 2018, pending, unresolved litigation.
Four Seasons Restaurant (280 Park Avenue) New York, NY Owner - Classic Restaurants	Jame Legacy LLC d/b/a The Four Seasons Restaurant and Classic Restaurants Corp, Plaintiff v. Stantec Consulting Services Inc., Defendants; allegation re Omission of Steam Piping on Drawings re Four Seasons; commenced on March 2019, pending, unresolved litigation.
Southern Beltway Project County of Washington, Pennsylvania Owner - Pennsylvania Turnpike Commission	Gary Andreis, Jr., Plaintiff vs. Pennsylvania Turnpike Commission; Stantec Consulting Services Inc.; Joseph B. Fay Company; CDR Maguire, Inc.; Washington County Conservation District; Commonwealth of Pennsylvania, Department of Environmental Protection. Defendants; Writ of Summons filed against Stantec Consulting Services Inc. in March of 2019; pending, unresolved litigation.
Somerset Units Owner – Various Homeowners	Somerset Homeowners Association v. Somerset Development Company, Q&D Construction, Parsons Brothers Rockeries, et al. v. Stantec Consulting Inc.” (third party defendant); Multiple Alleged Defects; pending, unresolved litigation.
Gleman v. MWH Americas Inc., et al.	Michael E. Gleman, Plaintiff, v. MWH Americas, Inc., Jack McDonald, Adam Ward, Stantec Consulting International, LLC, Hinterland Group and Dan Duke, Defendants filed in Circuit Court of the 15th Judicial Circuit in and for Palm Beach, FL; claim alleges defamation, tortious interference with a business relationship and negligent retention and supervision. Claim is for damages in excess of \$15,000; motion to dismiss granted, appeal pending; September 2019.
Santa Barbara High School Peabody Stadium Santa Barbara, CA Owner – County of Santa Barbara, CA	AMG & Associates, Inc. vs. Stantec Consulting Services Inc., shoring piles were constructed in wrong location and had to be moved; contractor alleges Stantec surveyors incorrectly staked the piles for construction; Stantec alleges shoring plans provided by contractor contained the error; commenced May 2019; pending, unresolved litigation.
Mallory Park Del Webb, Manatee County, FL Owner – Pulte Homes @ Time of Survey	Leo Hyatt, Barbara Hyatt and Laura Mondello, Plaintiffs, v. Geopointe Surveying, Inc. and David Bouverat, Inc. d/b/a Key Appraisal Services, Inc.; allegation re property survey, commenced July 2019; pending, unresolved litigation.
Chartwell Building Expansion Congers, NY Owner – Chartwell Pharmaceuticals	Chartwell Pharmaceuticals, Plaintiff v. Stantec Consulting Services Inc., Defendant; allegation re design documents, commenced August 2019, pending, unresolved litigation.
F-395 AB88 SIRA GRP Construction Conroe, TX Owner - San Jacinto Water Authority	San Jacinto Water Authority, Plaintiff v. Texas Sterling Construction Co., Binkley & Barfield, Inc., Brown & Gay Engineers, Inc., Stantec Consulting Services Inc., Huff & Mitchell, Inc., Defendant, allegation re pipe failure of water line installed by Contractor; commenced July 2016; pending, unresolved litigation.
Cubesmart – Burbank Sewer Relocation Baton Rouge, LA Owner – Brookwood Properties	Rosehill Construction, LLC, Plaintiff vs. Ted Hebert, LLC, Defendant, Third Party Demand; allegation that Stantec failed to account for unsuitable soil conditions when designing the site sewer system for the project; commenced April 2019, pending, unresolved litigation.
9A – West Street Promenade New York, NY Owner – NYSDOT, Hugh L. Carey Battery Park City Authority & Battery Park City Parks Conservancy Corporation	ISAMAR ROSA, Plaintiff against Hugh L. Carey Battery Park City Authority and Battery Park City Parks Conservancy Corporation, Defendants; Hugh L. Carey Battery Park City Authority and Battery Park City Parks Conservancy Corporation, Third-Party Plaintiffs, Against Stantec Consulting Services Inc. and Applied Landscape Technologies Inc., Third-Party Defendant; allegation re personal injury; October 2019, pending, unresolved litigation.

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)
STARR FEMA PTS contract Tecumseh, MO Owner - FEMA	Derek Christopherson and Jennifer Christopherson, Plaintiffs, vs. Robert and Connie Jo. Bushner and Federal Emergency Management Agency (FEMA) and Stantec, Inc. and WS Atkins, PLC and The Dewberry Companies, Inc. and CoreLogic, Inc., Inez Pahlmann and Missouri Ozarks Realty, Inc., Inez Pahlman and John Doe, Defendants; allegation re floodwaters which destroyed home and personal property, July 2019; pending, unresolved litigation.
SR 286 / I-75 Express Lane Project Miami, FL Owner – Florida Department of Transportation	Mariella Barbera, Plaintiff, vs. COMMUNITY/CONDOTTE/DE MOYA, JV, LLC, a Florida Corporation, BCC ENGINEERING, INC., a Florida Corporation, STANTEC CONSULTING SERVICES INC., a Foreign Corporation, and, BOB'S BARRICADES, INC., a Florida Corporation, Defendant; allegation re personal injury; pending, unresolved litigation,
SR 286 / I-75 Express Lane Project Miami, FL Owner – Florida Department of Transportation	Manuel Enrique Rodriguez Barbera, an individual, Ehimy Doucet, an individual, Alexander Doucet, a minor and Alisha Doucet, a minor, Plaintiffs, vs. Community / Condotte / De Mayo, JV, LLC, a Florida Corporation, BCC Engineering, Inc., a Florida Corporation, Stantec Consulting Services Inc., a Foreign Corporation, Defendants; commenced October 2019; allegation re personal injury; pending, unresolved litigation.
CE&I Services for CR 41 Bridge replacement, ALDOT Project BR-0041(501), Escambia County Brewerton AL Owner – Alabama Department of Transportation	ARCH INSURANCE COMPANY, a corporation, Plaintiff, vs. STANTEC CONSULTING SERVICES, INC., a Corporation; FORTERRA PIPE & PRECAST, LLC, a Foreign Limited Liability Company; HANSON PIPE & PRECAST, INC., a Corporation; JOHN R. COOPER, in His Official Capacity as Director of the Alabama Department of Transportation (ALDOT); WINSTON J. POWE, in His Official Capacity as State Construction Engineer of ALDOT, Defendants; commenced October 2019; pending, unresolved litigation.
Loop 375 Border Highway West Extension Project Texas Owner – Texas Department of Transportation	Walter P. Moore and Associates v Stantec Consulting Services Inc. and Kellogg Brown & Root, LLC; Claims for unpaid invoices and alleged additional services performed by Moore on the Loop 375 project in El Paso, TX.
I-85/I-385 Design-Build Interchange Improvements Greenville County, SC Owner - South Carolina Department of Transportation	Flatiron-Zachry, a Joint Venture, Plaintiffs, vs. Civil Engineering Consultant Services, Inc. dba Civil Engineering Consultant Services, Inc., ECS Southeast, LLP f/k/a ECS Carolinas, LLP, Mead and Hunt, Inc.; Stantec Consulting Services, Inc.; and T.Y. Lin International, Defendants; commenced March 2019; allegation regarding delivery plans; pending, unresolved litigation.
State Road 8 (1-10) in Leon County Leon County, FL Owner – Florida Department of Transportation	Alfonso Diaz Bautista, a FL citizen and resident, Lucia P. Gutierrez, a FL citizen and resident, and Alfonso Diaz Bautista and Lucia P. Gutierrez, as Parents and Natural Guardians of Minor Child, RB, Plaintiff, vs. Carter & Burgess nka Jacobs Engineering, a Foreign Corporation, C. W. Roberts Contracting Incorporated, a FL Citizen, Resident, and Corporation, Safety Contractors, Inc., a FL Citizen, Resident and Corporation, and Greenhorne O'Mara nka Stantec, a Foreign Corporation, Defendant; commenced October 2019; allegation re personal injury; pending, unresolved litigation.
Integrated Planning and Regulatory Support Project City of Akron, OH Owner – City of Akron, OH	Stantec Consulting Services Inc., Plaintiff v. City of Akron, Ohio, Defendant; Summit County, OH; commenced September 2019; allegation regarding unpaid invoices; pending, unresolved litigation.



City Forms

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

PROPOSER INFORMATION PAGE

RFP T-25-20 , Continuing Contract for Landscape Architectural Services
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Terrance Glunt, PE Title Principal-in-Charge

Company (Legal Registered) Stantec Consulting Services Inc.

Federal Tax Identification Number 11-2167170

Address 800 Fairway Drive, Suite 195

City/State/Zip Deerfield Beach, Florida 33441

Telephone No. (954) 481-2812 Fax No. (954) 481-2818

Email Address tery.glunt@stantec.com

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Stantec Consulting Services Inc.

Vendor FEIN: 11-2167170

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

I Certify



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

EXHIBIT E

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # T-25-20

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

Name of Firm	Certificate Included?
Environmental Consulting Services Group	Yes



Financial
Information

2019 Financial Highlights

	Year Ended Dec 31					
	2019		2018		2017	
	\$	% of Net Revenue	\$	% of Net Revenue	\$	% of Net Revenue
<i>(In millions of Canadian dollars, except per share amounts and percentages)</i>						
Gross revenue	4,827.3	130.1%	4,283.8	127.7%	4,028.7	126.9%
Net revenue	3,711.3	100.0%	3,355.2	100.0%	3,173.8	100.0%
Direct payroll costs	1,702.9	45.9%	1,540.0	45.9%	1,411.9	44.5%
Gross margin	2,008.4	54.1%	1,815.2	54.1%	1,761.9	55.5%
Administrative and marketing expenses	1,433.6	38.6%	1,438.2	42.9%	1,407.7	44.4%
Other	(1.2)	0.0%	6.9	0.2%	(60.4)	(2.0%)
EBITDA from continuing operations (note)	576.0	15.5%	370.1	11.0%	414.6	13.1%
Depreciation of property and equipment	58.2	1.6%	50.1	1.5%	52.2	1.6%
Depreciation of lease assets	115.8	3.1%	-	0.0%	-	0.0%
Amortization of intangible assets	66.9	1.8%	65.0	1.9%	73.0	2.3%
Net interest expense	69.6	1.9%	28.7	0.9%	25.9	0.8%
Income taxes	71.1	2.0%	55.0	1.6%	166.5	5.2%
Net income from continuing operations	194.4	5.2%	171.3	5.1%	97.0	3.1%
Net loss from discontinued operations	-	0.0%	(123.9)	(3.7%)	-	0.0%
Net income	194.4	5.2%	47.4	1.4%	97.0	3.1%
Basic and diluted earnings per share (EPS) from continuing operations	1.74	n/m	1.51	n/m	0.85	n/m
Adjusted EBITDA from continuing operations (note)	574.4	15.5%	392.5	11.7%	353.3	11.1%
- Excluding IFRS 16 (note)	431.4	11.6%	392.5	11.7%	353.3	11.1%
Adjusted net income from continuing operations (note)	225.0	6.1%	206.6	6.2%	196.7	6.2%
Adjusted diluted EPS from continuing operations (note)	2.02	n/m	1.82	n/m	1.72	n/m
Dividends declared per common share	0.58	n/m	0.55	n/m	0.50	n/m
Total assets	4,561.5		4,009.9		3,883.1	
Total long-term debt	860.9		933.7		739.6	

Construction Services operations are presented as discontinued operations. Results for 2019 were accounted for using IFRS 16 and results for 2018 and 2017 were accounted for using IAS 17. Gross and net revenue were accounted for using IFRS 15 for 2019 and 2018 and IAS 11 for 2017.

note: EBITDA, adjusted EBITDA, adjusted net income, adjusted basic and diluted EPS, and measures excluding IFRS 16 are non-IFRS measures (discussed in the Definitions section of this MD&A).

n/m = not meaningful

We delivered solid performance in 2019 and met all of our key financial metrics. Our gross revenue and net revenue growth remained strong, we achieved consistent gross margin performance, and generated more than 10% growth in our adjusted diluted earnings per share.

- Net revenue increased 10.6% or \$356.1 million mainly due to acquisition growth of 5.2% and organic growth of 4.4%. Organic growth was achieved in all businesses except for a 1.6% retraction in Energy & Resources. Organic growth was particularly strong in Environmental Services and Infrastructure and in our US and Global regions, while Canada's organic net revenue growth was flat.
- Gross margin increased 10.6% and, as a percentage of net revenue, remained stable at 54.1%.
- Administrative and marketing costs were 38.6% of net revenue which is within our targeted range, including a 0.2% impact from severances associated with our organizational reshaping efforts. Without the impact of IFRS 16, administrative and marketing expenses as a percentage of net revenue decreased from 42.9% to 42.5%. 2018 results included non-recurring costs related to a lease exit liability charge and a past pension service cost. Adjusted for severances associated with our reshaping efforts and non-recurring costs, our results for administration and marketing expenses remained consistent with 2018.

- In 2019 we initiated a process to improve utilization and reshape the organization to significantly reduce excess labor costs. At December 31, 2019, our organizational reshaping efforts have delivered annualized cost savings within the guidance we provided of approximately \$40 million to \$45 million, or \$0.26 to \$0.29 per share. This initiative has not affected our ability to execute projects, build backlog, or achieve organic growth. While undertaking our reshaping effort, we continued to add staff in our regions and businesses that are experiencing strong organic growth and high utilization.
- Adjusted EBITDA from continuing operations increased 46.3% from \$392.5 million to \$574.4 million, representing 15.5% of net revenue, mainly due to IFRS 16 (a 9.9% increase to \$431.4 million and representing 11.6% of net revenue, before IFRS 16).
- Adjusted diluted EPS increased 11.0%—from \$1.82 to \$2.02.
- Contract backlog is \$4.3 billion—a 1.9% increase from December 31, 2018—representing approximately 11 months of work.
- Net debt to adjusted EBITDA (on a trailing twelve-month basis) is 1.1x—within our internal guideline of 1.0x to 2.0x (post-IFRS 16 adoption), reflecting a continued reduction over the course of 2019.
- Return on invested capital at December 31, 2019 is 8.8%.
- Operating cash flows from continuing operations increased 119.2% from \$205.2 million to \$449.9 million, mainly due to increased cash receipts from clients and IFRS 16; partly offset with higher payments made to suppliers and employees because of acquisition growth (a 62.4% increase to \$333.2 million before IFRS 16).
- Days sales outstanding was 94 days (79 days including deferred revenue), a strong improvement compared to 103 days (88 days including deferred revenue) at December 31, 2018 and 104 days (91 days including deferred revenue) at September 30, 2019, as well as below our target of 98 days. This improvement reflects our significant and continuous efforts made during the year to improve our billing and collections and the receipt of certain milestone-based payments.
- On February 26, 2020, our Board of Directors declared a dividend of \$0.155 per share, payable on April 15, 2020, to shareholders on record on March 31, 2020.



Insurance



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
4/10/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="border: none;">22276</td> </tr> <tr> <td style="border: none;">INSURER B : Travelers Property Casualty Co of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276														
INSURER B : Travelers Property Casualty Co of America	25674														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012															

COVERAGES **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER 14193567 TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2020 9/13/2019

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURER B : AIG Specialty Insurance Company		26883
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** 14181323 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

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

CERTIFICATE HOLDER 14181323 TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD



Licenses

State of Florida Department of State

I certify from the records of this office that STANTEC CONSULTING SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 14, 2001.

The document number of this corporation is F01000005948.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 16, 2020, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2020*



Randy A. Levine
Secretary of State

Tracking Number: 1855267277CU

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

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

Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT BUSINESS HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

STANTEC CONSULTING SERVICES INC
3200 BAILEY LANE SUITE 200
NAPLES FL 34105

LICENSE NUMBER: LC26000488
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD.
SUITE 300
BROOMFIELD CO 80021

LICENSE NUMBER: CA27013
EXPIRATION DATE: FEBRUARY 28, 2021
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Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MANGAN, KEVIN G
STANTEC
5801 PELICAN BAY BOULEVARD
SUITE 300
NAPLES FL 34108-2709

LICENSE NUMBER: LA0001337
EXPIRATION DATE: NOVEMBER 30, 2021
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Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

GLUNT, TERRANCE NEAL
1456 SE 6TH STREET
DEERFIELD BCH FL 33441

LICENSE NUMBER: PE40130
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MARKLE, ADAM SCOTT
6900 PROFESSIONAL PKWY E
SARASOTA FL 34240

LICENSE NUMBER: LA6667098
EXPIRATION DATE: NOVEMBER 30, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary




STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BUTTARI, SCOTT A
1807 145TH ST E
BRADENTON FL 34212

LICENSE NUMBER: LA0001756
EXPIRATION DATE: NOVEMBER 30, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

NIEDERGESES, STEVEN DANIEL
1811 MAPLEWOOD DRIVE
ORLANDO FL 32803

LICENSE NUMBER: LA0001674
EXPIRATION DATE: NOVEMBER 30, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary




STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

CREWS, JEFFREY SCOTT
899 SW 12TH AVE
BOCA RATON FL 33486

LICENSE NUMBER: PE46575
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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**Society of Wetland Scientists
Certification Program, Inc.**
grants the designation

Professional Wetland Scientist
to
Craig D. Schmittler

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on the 22th day of October, 1995
Professional Wetland Scientist number 000776

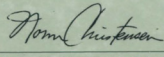

William J. Mitich, Ph.D., President

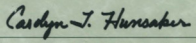
Thomas E. Simpson, Ph.D., Chair




The Ecological Society of America
Founded 1915

The Ecological Society of America,
upon recommendation of the
Board of Professional Certification, hereby certifies that
Craig D. Schmittler
meets the requirements as a certified
Senior Ecologist
and is governed by the Society's Code of Ethics.
Certified by the Ecological Society of America from
June 1, 2008 through June 30, 2013


Norman Christensen
President, Ecological Society of America


Carolyn J. Hunsaker
Chair, ESA Board of Professional Certification

*State of Florida
Department of State*

I certify the attached is a true and correct copy of the Articles of Organization of ECS GROUP FL, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on September 04, 2019 effective August 27, 2019, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L19000223811.

Authentication Code: 190913115157-500334106435#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of September, 2019



Laurel M. Lee
Laurel M. Lee
Secretary of State

2/27/2020

Florida Vendor Information Portal

Please print this page for your records.

[Print](#)

Registration Summary

General Vendor Information

Vendor Name: ECS Group FL, LLC
Short Name (Does Business As):
Ariba Network ID:
Dun and Bradstreet Number:
Web Site:
Federal Tax ID Number:
Name that appears on 1099 Form: ECS Group FL LLC
W9 Status: No W-9 on File
DFS W9 Last Update Date: Sep 11, 2019
Business Designation: Sole Proprietorship/Self-Employed

Contacts

Name	Title	Phone	Fax	Email
Marisa Magrino	Owner	954-309-3225	N/A	magrino@ecsgroupfl.com

Locations

Location Name	Vendor Number
ECS Group FL, LLC	
P.O. Info: Orders:EMAIL Email: magrino@ecsgroupfl.com Fax: Contact: Marisa Magrino	Remit To: Fax: Contact: Marisa Magrino
P.O. Box 11025 Fort Lauderdale, FL 33339 Broward US	P.O. Box 11025 Fort Lauderdale, FL 33339 Broward US
	Billing Contact: Email: Fax: Contact: Marisa Magrino
	P.O. Box 11025 Fort Lauderdale, FL 33339 Broward US

Certified Business Enterprise Info (CBE)

Minority Business Designation: Federal Small Business Designation
Woman Owned Designation: Woman-Owned, Non-Certified
FVBE Owned Designation: Non-FVBE

<https://vendor.myfloridamarketplace.com/vms-web/spring/vseexisting/vendor?execution=e5e2>

1/2





Stantec Consulting Services Inc.

800 Fairway Drive, Suite 195
Deerfield Beach, Florida 33441
954.481.2812

Exhibit B Fee Schedule

SCHEDULE OF PROFESSIONAL FEES – CITY OF POMPANO BEACH
STANTEC CONSULTING SERVICES, INC.

<u>ITEM NO.</u>	<u>CLASSIFICATIONS</u>	<u>HOURLY RATE</u>
1.	Project Director (Principal)	215.00
2.	Client Service / Program Manager	190.00
3.	Senior Engineer (P.E) / Project Manager	172.00
4.	Project Engineer (P.E)	158.00
5.	Staff Engineer	131.00
6.	Senior CADD Technician	120.00
7.	CADD Technician	98.00
8.	Senior Traffic Engr. / Transportation Planner	172.00
9.	Traffic Engr. / Transportation Planner	148.00
10.	Senior Landscape Architect (ASLA) / Planner / Project Manager	172.00
11.	Landscape Architect (ASLA) / Planner	158.00
12.	Senior Architect (R.A.) / Project Manager	172.00
13.	Registered Architect (R.A)	153.00
14.	Staff Architect	131.00
15.	Senior Structural Engineer (P.E.)	172.00
16.	Structural Engineer (P.E.)	148.00
17.	Senior MEP Engineer (P.E.)	170.00
18.	Staff MEP Engineer	120.00
19.	Senior Environmental Modelling Professional (P.E., P.G.)	180.00
20.	Project Modelling Professional (P.E., P.G.)	150.00
21.	Senior I/C Engineer (P.E.)	172.00
22.	I/C Engineer (P.E.)	148.00
23.	Senior Environmental Scientist / Hydrogeologist (P.E., P.G.)	172.00
24.	Environmental Scientist / Biologist / Permitting Specialist	130.00
25.	Financial Analyst (Utilities / Rate Studies)	195.00
26.	Senior Construction Inspector	120.00
27.	Construction Inspector	95.00
28.	Construction Manager (P.E., G.C., Administrative)	172.00
29.	Administrative Support	65.00
30.	Senior GIS Specialist	150.00
31.	GIS Specialist	95.00
32.	Direct Cost – Markup % Sub-Consultants	10.0%*

*Used only if services require sub-consultant services only as a stand-alone task order

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

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

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed 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 contractors	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:

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

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

XX	Umbrella and 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.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
12/4/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 17178326 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
DED	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TI-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
DED	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH AND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RLI E-23-20 CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND REUSE TREATMENT PLANT PROJECTS. CITY OF POMPANO BEACH IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY. IF REQUIRED BY WRITTEN CONTRACT, WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

APPROVED
Danielle Thorpe
By Danielle Thorpe at 9:02 am, Jan 06, 2021

CERTIFICATE HOLDER 17178326 CITY OF POMPANO BEACH ATTN: RISK MANAGER 100 WEST ATLANTIC BOULEVARD POMPANO BEACH FL 33060	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph M. Agnello</i>
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