# CITY OF POMPANO BEACH, FLORIDA

# PROFESSIONAL CONSULTING AGREEMENT

with

WGI, 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 WGI Inc. a Florida corporation, hereinafter referred to as the "Consultant".

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

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

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

#### ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

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

The Consultant's representative shall be Jason Mihalovits, PLA

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

#### ARTICLE 2 – TERM

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

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

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

#### ARTICLE 3 – PAYMENTS TO CONSULTANT

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

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

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

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

# ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

# **ARTICLE 5 – TERMINATION**

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

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's

written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

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

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

#### ARTICLE 6 – PERSONNEL

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

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

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

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

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

#### ARTICLE 7 – SUBCONTRACTING

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

#### ARTICLE 8 – FEDERAL AND STATE TAX

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

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

#### ARTICLE 9 – AVAILABILITY OF FUNDS

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

# **ARTICLE 10 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 11 – INDEMNIFICATION**

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

# ARTICLE 12 – SUCCESSORS AND ASSIGNS

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

#### **ARTICLE 13 – REMEDIES**

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

#### **ARTICLE 14 – CONFLICT OF INTEREST**

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

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

#### ARTICLE 15 – EXCUSABLE DELAYS

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

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

#### **ARTICLE 16 – DEBT**

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

# ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

# PUBLIC RECORDS CUSTODIAN

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

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

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

#### **ARTICLE 18 – CONTINGENT FEES**

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

#### **ARTICLE 19 – ACCESS AND AUDITS**

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

# **ARTICLE 20 – NONDISCRIMINATION**

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

#### **ARTICLE 21 – INTERPRETATION**

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

#### **ARTICLE 22 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 23 – SEVERABILITY**

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

#### ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

#### ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

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

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

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

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

#### **ARTICLE 26 – NOTICE**

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

#### **FOR CITY:**

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

#### **FOR CONSULTANT:**

Jason Mihalovits, PLA WGI, Inc. 2035 Vista Parkway West Palm Beach, Fl 33411

#### **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 HARI	DIN, MAYOR			
(SEAL)					
	By: GREGORY	P. HARRISON, CITY MANAGER			
APPROVED AS TO FORM:					
MARK E. BERMAN, CITY ATTORNEY					

# "CONSULTANT"

WGI, Inc.

Witnesses:	wor, inc.
Signature	By: Mario Echagarrua, Corporate Operations Analyst
Name Typed, Printed or Stamped	
Cionatura (	
Signature  TIFFANY  Name Type, Printed or Stamped	
STATE OF FLORIDA COUNTY OF PAM MEXIM	
or □ online notarization, this da	nowledged before me, by means of physical presence by of, 20, by Gregory Sauter, poration, on behalf of the corporation. He is personally (type of identification)
NOTARY'S SEMIL Little NOTARY PUBLIC STATE OF FLORIDA Comm# GG189612 Expires 3/31/2022	NOTARY PUBLIC, STATE OF FLORIDA  (Name of Acknowledger Typed, Printed or Stamped)
	Commission Number



Florida's Warmest Welcome

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

CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

July 23, 2020

# CITY OF POMPANO BEACH, FLORIDA

# REQUEST FOR LETTERS OF INTEREST T-25-20

#### CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

#### Introduction

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

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

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

- Support Services for Remediation
- Demolition Projects

#### A. Scope of Services

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

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

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

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

#### B. Task/Deliverables

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

# C. Term of Contract

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

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

1. This project will utilize e-Builder Enterprise<sup>™</sup>, 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<sup>™</sup> 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<sup>™</sup> includes extensive reporting capabilities to facilitate detailed project reporting in

- a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.
- Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise<sup>™</sup>. 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<sup>TM</sup>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# F. Required Proposal Submittal

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

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

#### Title page:

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

#### **Table of Contents:**

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

#### **Letter of Transmittal:**

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

#### **Technical Approach:**

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

#### Schedule:

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

#### References:

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

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

#### **Project Team Form:**

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

#### **Organizational Chart:**

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

#### Statement of Skills and Experience of Project Team:

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

#### **Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

#### Office Locations:

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

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

#### **Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

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

# Litigation:

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

#### City Forms:

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

# **Reviewed and Audited Financial Statements:**

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

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

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

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

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

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

# G. <u>Insurance</u>

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

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

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

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

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

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

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

Type of Insurance

**Limits of Liability** 

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

\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

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

\_\_ explosion & collapse

hazard

underground hazard

XX products/completed bodily injury and property damage combined

operations hazard

XX XX XX XX	contractual insurance broad form property damage independent contractors personal injury	bodily injury and pr bodily injury and pr personal injury			
	sexual abuse/molestation	Minimum \$1,000,0	00 Per Occurrer	nce and Aggregate	<del>)</del>
	liquor legal liability	Minimum \$1,000,0	00 Per Occurrer	nce and Aggregate	<del>)</del>
AUT	OMOBILE LIABILITY:	Minimum \$1,000,000 Bodily injury (each p Property damage, bo combined.	erson) bodily inj	ury (each acciden	t),
XX XX XX XX	comprehensive form owned hired non-owned	combined.			
REA	L & PERSONAL PROPERTY				
	comprehensive form	Agent must show p	roof they have t	his coverage.	
EXC	ESS LIABILITY		Per Occurrence	ce Aggregate	
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000	
PRC	PFESSIONAL LIABILITY		Per Occurrence	ce Aggregate	
XX	* Policy to be written on a cla	ims made basis	\$1,000,000	\$1,000,000	
term	(c) If Profession mnification and hold harmles ination or expiration of the Agrene applicable statute of limitation	ement for a period of	in the Agreen	nent shall survive	e the
CYE	BER LIABILITY		Per Occurrence	ce Aggregate	
	* Policy to be written on a cla	ims made basis	\$1,000,000	\$1,000,000	
	Network Security / Privacy Lia Breach Response / Notification Technology Products E&O - Strelated services and or product Coverage shall be maintained than four (4) years after terming	on Sublimit (minimum I \$1,000,000 (only applic cts) d in effect during the pe	cable for vendors	s supplying techno	

- 3. <u>Employer's Liability</u>. 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. <u>Policies</u>: 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. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- 6. <u>Waiver of Subrogation</u>. 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.

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

a. Organizational chart for project

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

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

#### NOTE:

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

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

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

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

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

# M. 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. <u>Independent Contractor</u>

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

# O. 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. <u>Survivorship Rights</u>

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

# S. Termination

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

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

### T. 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. <u>Public Entity Crimes</u>

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

# 6. Patent Fees, Royalties, And Licenses

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

### 7. Permits

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

#### 8. Familiarity With Laws

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

#### 9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> 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:
  - 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. <u>Contractor Performance Report</u>

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 furnistated subject to all instructions, terms, conditions, and conditions contained in the solicitation. I have including the specifications, and fully understand whill accept a contract if approved by the City and so and specifications of this proposal.	specifications, addenda, legal advertisement, ve read the solicitation and all attachments, nat is required. By submitting this proposal, I
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**

≣R				
	Federal I.D.#			
Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees		
		-		
Company Name and Address of Office Handling This Project	Name of Individua to the Project	al Assigned		
	_			
	_			
	_			
	Name of Individual Assigned to Project  Company Name and Address of	Name of Individual Assigned to Project Years Experience  Company Name and Address of Name of Individual Assigned to Project Years Experience		

(use attachments if necessary)

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

## **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _	
Vendor FEIN:	

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

I Certify



## **Exhibit – Contractor Performance Report**



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

## CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

to
to

**Exhibit – Contractor Performance Report** 

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

ase attach any supporting documents to th	is report to substantiate the ratings that have	e been prov
Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Data
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date
nments, corrective actions etc., use addition	onal page if necessary:	
nments, corrective actions etc., use addition	onal page if necessary:	
nments, corrective actions etc., use addition	onal page if necessary:	
nments, corrective actions etc., use addition	onal page if necessary:	
nments, corrective actions etc., use addition	onal page if necessary:	
nments, corrective actions etc., use addition	onal page if necessary:	
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nments, corrective actions etc., use additional actions are additional actions.	onal page if necessary:	

## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

	Local Busin	ess subcontractor utilization	Report			
Project Name (1)			Contract Number and Work Order Number (if applicable) (2)			
Report Number (3)  Contractor Name (7)		Reporting Period (4)	Local Business Contract Goal (5)  Contractor Telephone Number (8)  ( ) -		Estimated Contract Completion Date (6)  Contractor Email Address (9)	
Contractor Street Add	dress (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 A	II Local Business Sub	contractors (21) \$	0.00
		the best of my knowledge.				
Contractor Name – A	uthorized 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.

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

## CITY OF POMPANO BEACH, FLORIDA LOCAL BUSINESS PARTICIPATION FORM

icitation # & Title:		Prime Contractor's Name:				
Name of Firm, Address	<u>Contact Person,</u> <u>Telephone Number</u>					

**LOCAL BUSINESS EXHIBIT "A** 

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

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

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

**LOCAL BUSINESS EXHIBIT "B"** 

## LOCAL BUSINESS EXHIBIT "C" LOCAL BUSINESS UNAVAILABILITY FORM

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

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation #\_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities? 2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information. 3. Did you send written notices to Local Businesses? \_\_\_\_ Yes \_\_\_ No If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices. 4. Did you advertise in local publications? Yes No If yes, please attach copies of the ads, including name and dates of publication. 5. What type of efforts did you make to assist Local Businesses in contracting with you?

8. Other comments:

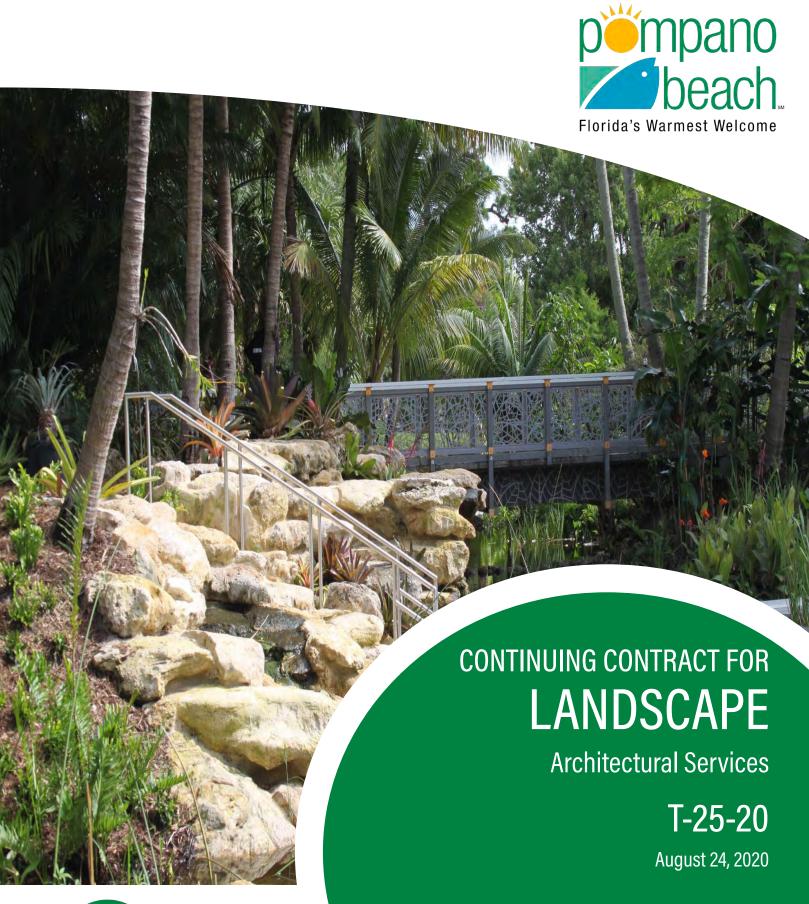
List the Local Businesses you will utilize and subcontract amount.

LOCAL BUSINESS EXHIBIT "D" - Page 2

7.

_	 	 	 	
-	 			

LOCAL BUSINESS EXHIBIT "D"





## **TITLE PAGE**

## **CITY OF POMPANO BEACH**

Request for Letters of Interest T-25-20

# **Continuing Contract for Landscape Architectural Services**

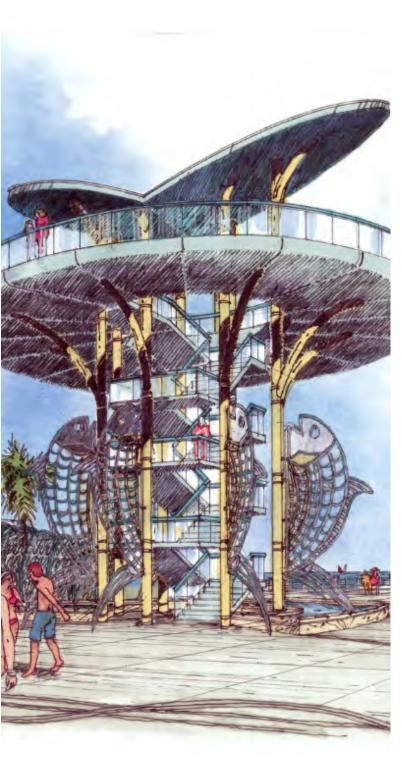
WGI, Inc.

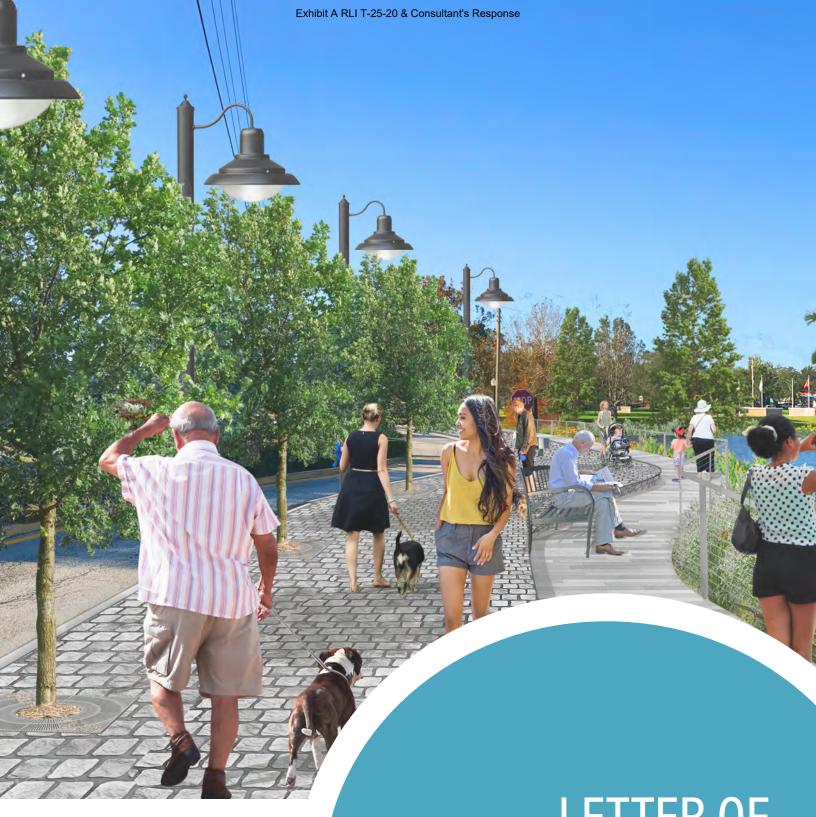
Jason Mihalovits, PLA, ASLA, LEED AP Jason.Mihalovits@wginc.com • 561.713.1738 2035 Vista Parkway • West Palm Beach, FL 33411

**August 24, 2020** 



# **TABLE OF CONTENTS**





# LETTER OF TRANSMITTAL







August 24, 2020

City of Pompano Beach Purchasing Division 1190 NE 3rd Avenue, Building C Pompano Beach, Florida 33060

**RE: Request for Architectural Services Landscape Continuing Contract RFP No. T-25-20** 

**Dear Selection Committee Members:** 

**WGI, Inc.** understands the time and effort the City of Pompano Beach (City) staff and residents have committed to putting in place policies and infrastructure to create a vibrant and sustainable city where people want to live and work. From the redevelopment of the beach area to Old Town and the Innovation District, we recognize the progress made by the City and CRA to set the stage for upcoming projects. We look forward to working hand-in-hand with the City and the community to continue to build and maintain the physical and social infrastructure required to support the City's vision.

Our staff has worked in the City for the past 20 years and collaborated with City staff on many signature projects, as well as served on the City's development task force. We are proud to have contributed to the City's revitalization efforts the design for the Pompano Beach Fishing Pier, which was recognized by the American Council of Engineering Companies with the 2020 Engineering Excellence Award of Honor for Special Projects. We appreciate the opportunity to be involved with this unique project, which was a key component of the beach area revitalization efforts.

Municipal governments require timely and accurate information to effectively make the many difficult decisions required daily. With more than 70 current municipal continuing contracts—we understand the needs of local governments, businesses, and residents—that rely on their government to build and maintain the physical and social infrastructure to support their comfort, enjoyment, and success. We understand your culture and have the resources to accomplish all tasks effectively and efficiently. As a local, full-service consulting firm, we have the resources available to competently address the services anticipated under this contract and would be honored to be involved in sustainable projects to enhance the City's infrastructure.

## **EXPERIENCED STAFF**

We have the professional resources needed for the successful completion of all service authorizations. With 20 years of tenure, **Jeff Brophy**, PLA, ASLA, Vice President of our PLACE division, will serve as Principal in Charge. To deliver outstanding customer service, **Traci Scheppske**, CGC, LEED AP, will serve as customer relations manager and advise the team regarding the City's priorities and expectations. **Jason Mihalovits**, PLA, ASLA, LEED AP will lead all contract-related efforts as contract manager. He will be responsible for communication and overall delivery of every project. Jason will be supported by a robust team of more than 40 landscape architects and designers, AICP planners, LEED and SITES accredited professionals, environmental scientists, and permitting specialists, as well as certified arborists, landscape inspectors, and irrigation designers.

In short, our team has the knowledge, experience, and technical capability to successfully deliver services matching your quality expectations, budgetary goals, and schedule.

## **DEPTH OF RESOURCES**

Within our local Fort Lauderdale and Palm Beach County offices, we have 233 registered engineers, landscape architects, planners, environmental scientists, surveyors, and other professionals available to service this contract. With a team of 560 professionals nationwide, we are considered an industry leader in the integration of new technology solutions.



This depth of talented resources and commitment to providing innovative design solutions for our clients provides ample capacity and availability to competently complete all assignments promptly.

## **MUNICIPAL WORK EXPERIENCE**

We have been providing these same services for municipalities throughout Florida for several decades, as evidenced by our 150+ continuing service contracts, and will bring that experience to the City. We have completed landscape architecture services on continuing services contracts such as this for dozens of local municipalities, including the cities of Tamarac, Delray Beach, Boynton Beach, Miami, Lake Worth Beach, West Palm Beach, Miami Dade County, and FDOT Districts 4 and 6. This familiarity with task-based contracts will assist us in completing individual projects on time and within the established budget. We've used eBuilder Enterprise software with other municipal clients and are ready to effectively manage this contract as well. We are ideally suited to provide the City with professional services in all services required by this contract.

## **RESPONSIVENESS**

We understand the importance of communication and responsiveness, being both available and reachable for this consultantclient partnership. We pride ourselves in our timeliness of returning phone calls and electronic correspondence for client satisfaction.

Given the current situation surrounding COVID-19, we have implemented numerous steps and procedures to protect the health of our team members, clients, and community. Our implementation of cloud-based computing, ProjectWise for file sharing and data management, Bluebeam for quality control and plan review, and Zoom, Teams, and Jabber for communication all minimize potential exposure to the virus and minimize impacts to our business and your projects. Initiated years ago to enhance client services, these investments allow us to safely serve our clients as we continue to address COVID-19 challenges.

## COMMITMENT

The most important qualification we offer to the City is our commitment to support you in meeting your goals and objectives. We do that by developing technically sound deliverables on schedule and within your budget. We are committed to our municipal clients on every project.

Thank you for the opportunity to submit our qualifications. We look forward to demonstrating our ability and unequivocal commitment while serving the City.

Sincerely,

M

WGI

Jason Mihalovits, PLA, ASLA, LEED AP

Director, Landscape Architecture





## **TECHNICAL APPROACH**

## PROJECT SCOPE DEFINITION

A detailed understanding of the City's needs is essential for the successful execution of each component in the project's life cycle. From scope development, design and construction, and operation and maintenance, the City's goals and objectives will serve as the project's nexus. Implementation of the City's goals and objectives is **WGI's** responsibility. Based on our experience with other municipal clients, the process below allows us to provide a clear and detailed understanding of the City's goals and objectives to provide sound technical solutions.



## TYPICAL WORK AUTHORIZATION PROCESS FOR PREPARATION OF DESIGNS, STUDIES, AND REPORTS

We understand under a continuing contract, task order assignments may require various approaches and processes. The **WGI** team is prepared to provide the services requested by the City, from planning and project development, through design and construction completion.

The approach detailed on the following page represents a typical procedure we utilize to perform work authorizations for professional service contracts and may include all or part of the following list. The intent of this approach is not only to represent the standard approach, but also illustrate the levels of coordination, collaboration, and quality control built into our process.

## **Initial Phase-Project Development**

 Receive request from the City outlining the scope of work and visit the site with the appropriate staff members and subconsultants that will be involved in the project. We use the
City's goals
and objectives
as the project's
nexus to
provide sound
technical
solutions.



## Project Development

- Receive request from client
- Review client's project scope
- Coordinate with client
- Site visit and gather documents and information
- Kickoff meeting for staff and subs
- Coordinate design activities with Utility Owners
- Coordinate with subs on roles and expectations
- Perform field surveying
- Perform subsurface utility engineering
- Present to client preliminary findings

- 2. Review the project scope and define the project approach, including man-hour estimates and overall schedule.
- 3. Coordinate with the City staff to confirm the scope and deliverables comply with the established schedules and budget.
- 4. Perform reconnaissance of the project site. Compile existing records, drawings, and other available data.
- 5. Schedule a design kick-off meeting with staff and subconsultants to define the communications protocol and understand the scope of services, schedule, and budget.
- Coordinate design activities including surveys, inspections and evaluations, collection of data, engineering feasibility reports and studies, and cost estimates. Utility coordination with providers such as FP&L, CATV, and others must occur during this step to identify potential conflicts and define the resolution of those conflicts.
- 7. Coordinate with subconsultants on their role in the project and communicate plan expectations, including deliverables, timing of submittals, and budgetary constraints.
- 8. Complete any necessary field surveying, including, establishing a primary control network and performing the applicable survey utilizing the right tool for the job that addresses the specific needs of the City.
- 9. If necessary, perform SUE, using our latest "soft dig" and ground-penetrating radar technology. The data then is incorporated into the survey deliverable.
- 10. Meet with City staff to review the preliminary findings and discuss the approach to the project from the information gathered in this phase.

## **Preliminary Design Development of Plan/Report-30% Phase**

- 1. Prepare preliminary (30%) design plans and reports that include supporting calculations, cost estimates, and schedule.
- 2. Conduct pre-application meetings with regulatory agencies.
- 3. Initiate a peer review of the 30% plans and incorporate comments into the plans or report.
- 4. Coordinate with subconsultants to establish the scope of deliverables and timing of submittals.
- 5. Meet with City staff to present the 30% plans, reports, and preliminary calculations and establish a timeframe for when comments will be received from the staff.

## **Conceptual Development of Plan/Report-60% Phase**

 Prepare 60% design plans/reports including supporting calculations, specifications, construction cost estimates, and schedule. This phase will incorporate comments received from the City in the 30% conceptual design phase, including input and permit requirements/conditions from regulatory agencies.



- 2. Perform peer reviews and quality control reviews on plans/reports, calculations, and specifications.
- 3. Prepare and submit permit applications to required agencies. We incorporate a systematic approach to permit follow-up and tracking. We pride ourselves on our ability to address permit issues and secure permits promptly.
- 4. Meet with the City staff, if necessary, and present the 60% plans/reports and preliminary calculations and establish a timeframe for when comments will be received from the staff.

## **Design Development of Plan/Report-90% Phase**

- 1. Prepare 90% design plans/reports including supporting calculations, specifications, construction cost estimates, and a schedule. This phase will incorporate comments received from the City in the 60% design phase including input received from the regulatory agencies.
- 2. Perform peer reviews and quality control reviews on plans/reports, calculations, and specifications.
- 3. Address all comments received from permitting agencies and make the required changes to the plan and supporting documents to secure the permits. We always keep the best interests of the City in mind when negotiating with the regulatory agencies. We have the experience and expertise to know when a regulatory requirement is arbitrary and capricious and will do everything we can do to protect the City and mitigate unnecessary requirements placed in the permits.
- 4. Secure all permits and inform the City of any special conditions or conditions that may affect the schedule or budget.
- 5. Perform peer reviews and quality control reviews on plans/reports, calculations, and specifications.
- 6. Meet with the City staff, if necessary, and present the 90% plans/reports and preliminary calculations and establish a timeframe for when comments will be received from the staff. We will give the City an update on the status of all permits and any outstanding issues at this stage.

## Final Design Development of Plans/Report-100% Phase

- Prepare 100% (final) documents, including final reports, bid tabulation forms, specifications, plans, calculations, and final cost estimates. This phase will incorporate comments received from the City in the 90% design phase, including input received from the regulatory agencies.
- 2. Perform a final peer review and quality control review on plans/reports, calculations, and specifications.
- 3. Meet with the City staff to discuss final plans/reports and permits and discuss how they affect implementation of the project.
- 4. Assist the City in preparing final bid documents and establish timeframes for when the project will be initiated.
- 5. Present project/report before the City Council.

Although the process above applies to most projects, we understand the need for flexibility and that it may not be appropriate for every project.

We coordinate with our clients at the end of each stage to ensure project direction is on target.

Our process is flexible and is modified to meet project specific needs.



## **QUALITY CONTROL**

**WGI** understands the importance of a documented and rigid quality control (QC) procedure for all of the services provided. We have a corporate QA/QC policy that dictates the process for the firm. The attention given to this process achieves several objectives; primarily and most notably, that the services meet and exceed the City's requirements and expectations. By exceeding the requirements, our product and services meet the industry standard for technical quality and minimize potential contractor claims. Every deliverable submitted to the City will be subject to our QC procedure to review the completeness and accuracy of reports, drawings, specifications, supporting calculations, and documentation.

## **Quality Assurance and Quality Control**

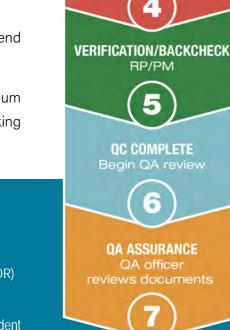
Quality plans are the cornerstone of our firm's philosophy. Our staff clearly understands the value associated with delivering quality products in accordance with this contract. Quality in a design project is closely tied to many factors, including adequate and experienced staff, comprehensive scheduling, and close coordination and communication between all interested parties. The **WGI** team brings the expertise necessary to oversee that these factors are closely monitored and achieved. We have adopted the quality control procedures used by the FDOT, which are systematic and require several different professionals complete the checking and back-checking of work products. These procedures are incorporated into all our designs. For your convenience, a graphic representation of our QC process is included on the following page. Also, we have a quality assurance (QA) manual that is specifically tailored to each of our design projects. The QA manual addresses many issues dependent on the discipline and contains provisions for the following core items:

- ▶ Plans report and checking. Before any submittal, all plans/reports, including design calculations, will be checked and back-checked by the procedures outlined in the QA manual for compliance with current industry standards and codes. We designate a single QC officer to review the entire submittal package for compatibility of design.
- ➤ **Scheduling.** The schedule must be realistic and comprehensive. All QA/QC activities must be built into the schedule and planned for like any other project task. We know the importance of the QA/QC process as it relates to the overall savings of time and costs and will utilize it to the fullest.
- ▶ **Peer reviews.** Peer reviews are the highest level of action used to improve the quality of design projects. While this may not be specifically required, the design team will perform internal peer reviews before submittals as an added safeguard for the public and the City. It is our experience that unbiased and diplomatic reviews by independent, high-level professionals not only enhance quality, but can be a highly cost-effective measure.



## **WGI QA/QC Process**

- READY-RP/PM deems document ready for QC Review.
- 2. REVIEW-QCR reviews comments and marks using YELLOW highlighter for all correct items, RED pen to note change(s), and BLUE pen to comment or suggest to the RP/PM. QCR returns documents to RP/PM.
- CONCURRENCE-RP/PM reviews QCR notes and using GREEN pen marks with a check to agree and incorporate, writes "STET" to leave as is, or writes a comment. RP/PM gives documents to production team member to make changes.
- 4. INCORPORATION-Production team member reviews comments from RP/ PM and marks using **BLUE** highlighter to show changes have been made. Production team member returns corrected documents to RP/PM.
- 5. VERIFICATION/BACKCHECK-RP/PM reviews changes and marks using YELLOW highlighter over BLUE highlighter (to make GREEN highlights) showing all changes have been reviewed. All marks on documents should be YELLOW (correct on original) or GREEN (corrected via process). If performing electronic review (in Adobe), change the highlight properties and select the highlight color as needed.
- 6. QC COMPLETE-RP/PM files documents in QC Submittal Folder and send documents to QA Officer.
- 7. QA ASSURANCE-QA officer reviews, documents, and signs memorandum of compliance. Memorandum and copy of final QC plans, including tracking stamp, are scanned and filed electronically.



READY

**RP/PM Documents** ready for QC

REVIEW

QC officer

CONCURRENCE RP/PM

INCORPORATION Production

RP/PM

OC COMPLETE Begin QA review

**QA ASSURANCE** 

QA officer



## **ROLES**

**RP** - Responsible Professional (PIC, PM, EOR)

**PM** - Project Manager

QCR - Quality Control Reviewer (independent team member with no involvement in design decision process)

**QA Officer** - Quality Assurance Officer (independent team member who is senior engineer or PIC - not the QCR)

**Production** - Any member of production team



# SCHEDULE





## **SCHEDULE**

**WGI** takes full responsibility for all project management, peer review, and quality control tasks, as well as overall accountability for each assignment. Our contract manager, **Jason Mihalovits**, has successfully managed continuing services contracts for numerous municipalities and FDOT. His work on continuing assignments has been performed on very challenging schedules with multiple tasks and competing deadlines. Jason and his team are accustomed to handling simultaneous, multiproject assignments and is successful in delivering high-quality services to all clients.

We firmly believe difficult schedules are a function of manpower and the ability to effectively utilize that manpower. Jason has at his disposal talented technical support staff and a full array of field and office technology necessary to meet demanding schedules. We use several programs, including Newforma Project Analyzer and Deltek Vision to assist with keeping projects organized and updated for budgetary purposes. These programs are used by more than 50% of the *Engineering News Record (ENR)* top 100 design firms and Jason has full access to pull reports at any time for monitoring expenses versus work product.

Each task assignment under this contract will be supported by a detailed, precedent-based schedule. Each schedule will be clear, concise, include all major milestone events, and account for comprehensive quality-control activities. An overall contract critical path method (CPM) schedule will be prepared at the contract onset. As individual work authorizations are issued, they will be supported by an individual work authorization schedule and entered into the overall CPM database. This comprehensive contract-wide CPM database allows the City and Jason the ability to review each work authorization and identify resource commitments and milestone dates. We currently are employing this scheduling technique to successfully balance resources and track multiple active task assignments. It is a proven tool that will serve Jason on this contract.

Also, critical to keeping a project on schedule and under budget, is to always keeping clear lines of communication open throughout the project. Our philosophy is to always be in contact with our clients, not only through e-mails, but via regularly scheduled meetings and telephone conversations. Keeping you informed is paramount to a successful project. If issues arise in the design, permitting, or construction phases of a project, they are quickly and easily resolved through open lines of communication. Our contract manager and individual task managers will schedule a time to meet regulary and discuss the project and can schedule more frequent meetings should issues develop.

Our schedules are clear, concise, include major milestones, and account for quality control activities.

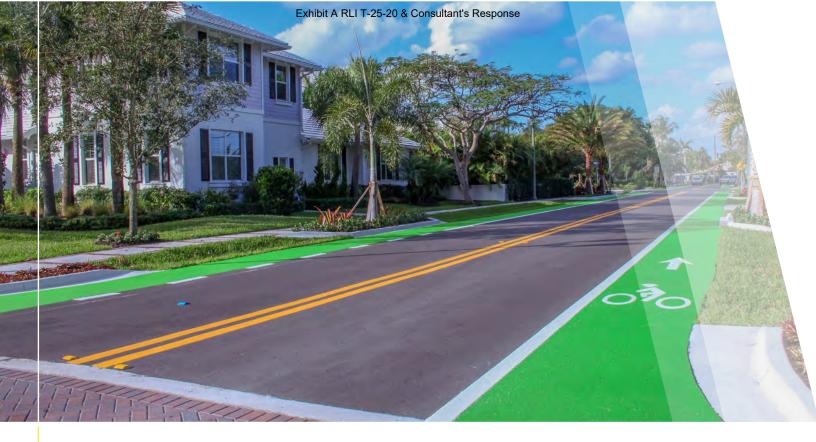




# REFERENCES/ SIMILAR PROJECTS







# NE 2ND AVENUE ROADWAY RESTORATION AND BEAUTIFICATION

Delray Beach, Florida

WGI served as the lead design engineer for the NE 2nd Avenue Roadway "Complete Street" Project and worked closely with the City of Delray Beach, the City of Delray Beach CRA and the Florida Department of Transportation (FDOT) on the reconstruction and roadway enhancements of this local arterial roadway located within a historical district of the City. Due to a significant portion of the funding coming from the FDOT Local Agency Program (LAP), WGI's project engineer was responsible for the coordination and specific deliverable requirements inherent in a LAP-funded project, and for ensuring all criteria and requirements of the LAP funding process were addressed and fully documented. The overall goal of the project was to enhance the roadway, which runs through a historical district, by designing into the plan traffic calming features including reduced traffic lanes from 12 feet to 10 feet, raised plateau intersections, paverbrick crosswalks and landscaped bulb-outs. A unique feature in the design was the inclusion of green striped bicycle lanes to clearly designate the lanes which was a key requirement of the LAP funding.

WGI responsibilities included all aspects of the roadway and drainage design, surveying, permitting, street lighting, signage and striping, landscaping and irrigation, as well as the coordination of the LAP documentation which included the preparation of a Cultural Resource Assessment Study (CRAS) and an Environmental Resource Assessment report in conformance with the Federal Highway Administration (FHWA), Federal Transit Authority (FTA), and the FDOT Agency Operating Agreement.

### REFERENCE:

City of Delray Beach Environmental Resources Division Isaac Kovner, PE 434 S. Swinton Avenue Delray Beach, Florida 33444 p. 561.243.7322 e. kovner@ci.delray-beach.fl.us

#### **DATE STARTED:**

Design 2014 Construction 2016

### DATE COMPLETED:

Design 2016 Construction 2016

## **TOTAL COST:**

Design \$150K Construction \$1.8M

#### PROJECT MANAGER:

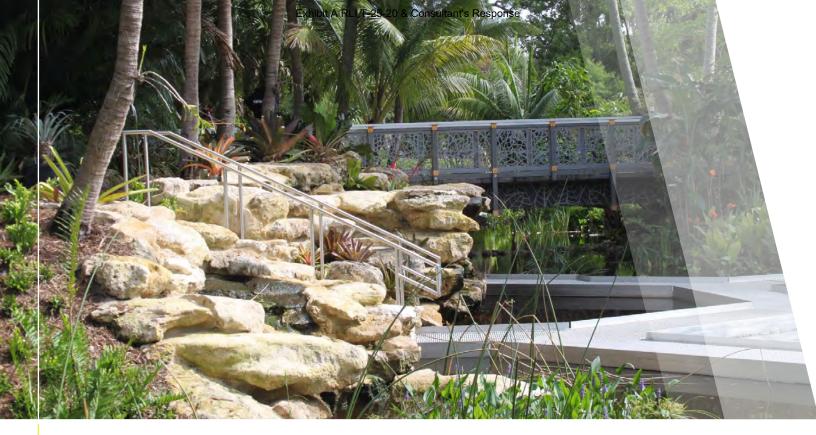
Brett Olford, PE

## **KEY STAFF:**

James Richie, PE Stephen Cherry, PE Erik Brueningsen, PE







## **MOUNTS BOTANICAL GARDENS**

West Palm Beach, Florida

WGI collaborated with Harries Heder Collaborative for Palm Beach County Art in Public Places to develop a tropical wetland garden that fulfilled a portion of Mount's Master Plan. This included incorporating artist's interactive installation pieces into an intimate garden setting that would provide educational messages that fulfilled Mount's mission statement of encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment.

## **PROJECT HIGHLIGHTS:**

This award-winning project received the following recognitions:

- Design Award of Honor from Florida ASLA in 2018
- Outstanding Project Award from The Florida Urban Forestry Council in 2018



#### REFERENCE:

Palm Beach County Art in Public Places Rochelle Wolberg Curator - Director 2633 Vista Parkway West Palm Beach, FL 33411 p. 561.233.1751 e. rwolberg@pbcgov.org

## **DATE STARTED:**

Design 2014 Construction 2016

**DATE COMPLETED:** Design 2016 Construction 2017

## **TOTAL COST:**

Design \$40K

**PROJECT MANAGER:** Kirsten Siegel, PLA

## **KEY STAFF:**

Chris LaForte, PE Adam Schildmeier, PE Jason Mihalovits, PLA, ASLA, LEED AP Rick Harman, CEP, PWS







## **CINQUEZ PARK DESIGN-BUILD**

Palm Beach County, Florida

Cinquez Park is a 13-acre community park located at the intersection of Indiantown Road and Center Street in the Town of Jupiter, Florida. The park includes three individual dog parks and a restroom building with associated sidewalks and onstreet parking areas. WGI's scope of work included civil engineering and landscape architecture services. Civil engineering services included permitting with South Florida Water Management District, Florida Department of Transportation, and Palm Beach County. The surface water management system for the park is composed of a large on-site lake designed to retain a 100-year 3-day storm event prior to discharging off site.

The Park's development was split into two phases. Phase I included an open space park with on-street parking, site lighting, a small restroom/storage building, sidewalks, gazebos, a lake, and a dog park.

Phase II of Cinquez Park included a playground area, additional sidewalks, an additional gazebo, and construction of a treehouse in the large Banyan tree located on the property.



#### REFERENCE:

Town of Jupiter Tom Driscoll 210 Military Trail Jupiter, Florida 33468 p. 561.741.2215 e. thomasd@jupiter.fl.us

#### **DATE STARTED:**

Design October 2016 Construction May 2017

**DATE COMPLETED:** Design May 2017 Construction October 2018

### **TOTAL COST:**

Design \$96.5K Construction \$3M

**PROJECT MANAGER: Chris** Holmes, PE

#### **KEY STAFF:**

Brett Oldford, PE Jason Mihalovits, PLA, ASLA, LEED AP Merouane El Kaoussi, El Kirsten Siegel, PLA







# SEACREST CORRIDOR UTILITY IMPROVEMENTS DESIGN-BUILD

Palm Beach County, Florida

WGI was selected by the City of Boynton Beach to design and oversee construction a substantial infrastructure improvement project. The neighborhood improvements included 60,000 linear feet of water main replacement, moving rear yard services and meters to front yards, 5,000 linear feet of stormwater system upgrades, pavement reconstruction and overlay, roadside swales, driveway aprons, and sidewalks over a 50 block residential neighborhood covering 252 acres. A critical sanitary sewer force main connection was also designed and installed that provided connectivity of the City's sanitary sewer system across the FEC Railroad and Intracoastal Waterway to the barrier island. Installation of the 6-inch to 10-inch diameter water and force main utilized a combination of open cut, horizontal directional drill, jack and bore and pipe bursting construction methods.

Additional services provided by WGI included survey, subsurface utility engineering, landscape architecture, environmental permitting and public outreach activities. WGI planners created outreach brochures, hosted neighborhood meetings, managed a website, and monitored a trilingual hotline to answer the questions and concerns of residents and ensure an effective process.



## **REFERENCE:**

City of Boynton Beach Christopher Roschek, PE Project Manager 124 E. Woolbright Road Boynton Beach, Florida 33435 p. 561.742.6413 e. RoschekC@BBFL.us

## **DATE STARTED:**

Design November 2017 Construction August 2018

### **DATE COMPLETED:**

Design September 2018 Construction July 2019

#### **TOTAL COST:**

Design \$1.2M Construction \$13M Public Outreach \$60K

### **PROJECT MANAGER:**

Jimmy Richie, PE

## **KEY STAFF:**

Tabb Ormsby, ASLA, LEED AP+ND Bridget Callea Bryan Peterson







## **KRAVIS CENTER FOR THE PERFORMING ARTS**

West Palm Beach, Florida

The Raymond F. Kravis Center for the Performing Arts sits on 10.6 acres of property at the gateway to downtown West Palm Beach. Kravis Center includes a five-level parking garage, four venues with more than 1400 events hosted annually and attendance of more than 500,000 guests each year. WGI provided planning, landscape architecture, environmental, civil engineering, and transportation services for the expansion of the lobby of the main theater building (Dreyfoos Hall), reconfiguration of both valet and new bus drop off areas, and improved pedestrian access between the administration building (Cohen Pavilion) and Dreyfoos Hall. The Kravis Center expansion also included designing a new plaza, water feature, landscaping, and site signage which WGI worked closely with the project architect to design. The Okeechobee Boulevard frontage was redesigned to improve the pedestrian experience with a wide sidewalk, protected cycle track, and relocated mature tree canopy.



#### **REFERENCE:**

The Raymond F Kravis Center for the Performing Arts James Mitchell, COO 701 Okeechobee Blvd. West Palm Beach, Florida 33401 p. 561.651.4237

#### **DATE STARTED:**

Design: July 2016 Construction: April 2018

## **DATE COMPLETED:**

Design: March 2018 Construction: November 2019

#### **TOTAL COST:**

Design \$235K

### **PROJECT MANAGER:**

Angela Biagi, PLA, LEED AP BD+C

#### **KEY STAFF:**

Jeff Brophy, PLA, ASLA Erik Brueningsen, PE Brett Fuller, PE Adam Schildmeir Rick Harman









WEST SHOULDER LANDSCAPE TREATMENT



## ALTERNATE A1A STREETSCAPE DESIGN

Palm Beach Gardens, Florida

WGI assisted the City of Palm Beach Gardens in developing a beautification grant package for submittal to the FDOT District 4. The grant was for a 1.2-mile section of SR 811/Alternate A1A from the Earman Canal to Burns Road. WGI performed all coordination with the District Landscape Architect on behalf of the City. For the grant package, WGI prepared conceptual landscape plans, graphic renderings, and conceptual landscape and irrigation cost estimates. WGI also assisted the City in preparing the grant write up. Upon award of the grant from FDOT, the City contracted WGI to provide full construction drawings for the project which included landscape and irrigation plans as well as traffic control plans and cost estimates. WGI also provided construction observation services. The streetscape design included landscape and irrigation improvements to the medians and west shoulder, helping to buffer the adjacent FEC Railroad and provide a pleasant aesthetic for the corridor.



#### REFERENCE:

The City of Palm Beach Gardens Cory Wilder Director of Parks and Grounds 4301 Burns Road Palm Beach Gardens, FL 33410 p. 561.804.7035 e. cwilder@pbgfl.com

## **DATE STARTED:**

Design September 2015 Construction August 2017

## **DATE COMPLETED:**

Design May 2017 Construction October 2018

### **TOTAL COST:**

Design \$30K Construction \$374K

## **PROJECT MANAGER:**

Jason Mihalovits, PLA, ASLA, LEED AP

### **KEY STAFF:**

Cheryl Callender, PLA, LEED, SITES AP, ISA Certified Arborist Jerrod Purser, PLA, ASLA





# BANYAN BOULEVARD FROM AUSTRALIAN AVENUE TO FLAGLER DRIVE

SEPARATE BIKE LANES

West Palm Beach, Florida

PREVIOUS PAVING STRIP

The Banyan Boulevard "Complete Street" Project is more than a physical redesign of this historically significant downtown West Palm Beach corridor. In many American cities, the role that roads play may be more than just a means of travel; they serve as gateways, landmarks, connections and unfortunately, at times, dividing lines. WGI Planners have wide-ranging experience with redevelopment activities that involve removing social barriers often created by the corridors within a community. Properly executed, this project has the power to unite, physically and socially, the adjacent historic West Palm Beach neighborhoods and business districts, and the people who reside and work within them.

The Banyan Boulevard project will involve two phases; planning and design as Phase 1 and permitting, bidding, and construction as Phase 2. Future design considerations, which were identified to address safety, public art, future development projects, landscaping, and intersection improvements, were incorporated into the public engagement and outreach efforts, which included hosting public meetings, conducting surveys, and keeping residents informed on the project status. This is an important project intended to fulfill the City's vision of removing the physical and social barriers that the roadway creates, while at the same time reestablishing the corridor as a prominent gateway to the City of West Palm Beach.

## **REFERENCE:**

HIGHLIGHT CONFLICT ZONES GREEN WALLS ON GARAGES PED. STRIPING IN BIKE LANES

City of West Palm Beach Vladimir Jeannot, PE 401 Clematis Street West Palm Beach, FL 33401 p. 561.494.1107 e. vjeannot@wpb.org

### **DATE STARTED:**

Design May 2017 Construction May 2020

### **DATE COMPLETED:**

Design May 2018 Construction Anticipated May 2022

## **TOTAL COST:**

Design \$1M Construction \$15M

### **PROJECT MANAGER:**

John Cerreta, PE

#### **KEY STAFF:**

Jason Mihalovits, PLA, ASLA, LEED AP Angela Biagi, PLA, LEED BD+C Brett Fuller, PE









# **SARA SIMS PARK**

Boynton Beach, Florida

WGI prepared the conceptual design for master plan improvements to one of the City's historic parks; Sara Sims Park in downtown Boynton Beach. Sara Sims Park was a 12-acre, blighted park in one of the City's poorest neighborhoods, named in honor of a well-known community activist from the early 1900s. The park included a number of passive and active recreational activities, including walking trails, basketball courts, and a children's playground, all of which had fallen into disrepair. The park is part of the City's Cemetery Heritage Trail.

The design for the master plan improvements included developing various walking trails and trailheads, updated modern restrooms, signage improvements, and incorporating public art elements. Additional improvements incorporated landscape and irrigation improvements, as well as various park elements including pavilions, security fencing, and parking upgrades. As part of the master plan improvements, WGI also developed a contemplation area within the historic African American Cemetery inside the Park.



#### REFERENCE:

City of Boynton Beach Wally Majors 100 E Boynton Beach Boulevard Boynton Beach, Florida 33435 p. 561.742.6255 e. MajorsW@bbfl.us

**DATE STARTED:** Design October 2017

### **DATE COMPLETED:**

Design January 2018

#### **TOTAL COST:**

Design \$7.5K

# **PROJECT MANAGER:**

Jason Mihalovits, PLA, ASLA, LEED AP

#### **KEY STAFF:**

Cheryl Callender, PLA, SITES AP Jerrod Purser Laura Collazos







# PALM SPRINGS PARK CONNECTOR PROJECT

Palm Springs, Florida

As part of a multi-phase project, WGI provided design and consulting services to the Village Of Palm Springs for their park connector project. The project was developed to provide a pedestrian greenway connecting the Village's numerous parks and encourage a healthy lifestyle for the Village residents. WGI worked with the Village to develop the program and phasing of the project; developed design concepts for the hardscape, signage, site amenities, and landscape treatment; and then developed full construction drawings for all five phases. WGI provided full services for the project.

# **PROJECT HIGHLIGHTS:**

The project includes over six miles of pedestrian trails connecting seven different parks.



# **REFERENCE:**

Village of Palm Springs Justin Lucas p. 561.434.5109 e. jlucas@vpsfl.org

# **DATE STARTED:**

Design: June 2019

# **DATE COMPLETED:**

Design: On-going

# **TOTAL COST:**

Design \$250K

# **PROJECT MANAGER:**

Kirsten Siegel, PLA

#### **KEY STAFF:**

Jason Mihalovits, PLA, ASLA, LEED AP Kirsten Siegel, PLA Laura Collazos, ASLA Bryan Jackman, ASLA







# **ABACOA TOWN CENTER**

Jupiter, Florida

The Abacoa Town Center was developed approximately 15 years ago as the central commercial district to support the overall Abacoa development. Over the years the Town Center has lost many of its tenants and has lost the life that once filled the center. WGI was hired to develop an overall master plan and detailed concept plans for key areas throughout the Town Center to help with the revitalization efforts. The overall design goal was to create a state of the art destination for Abacoa communities and surrounding neighborhoods to experience local art, culture, music, fun and games in a safe, educational and family friendly interactive environment which will reinvigorate life into the town center. The design process began with client meetings and extensive research into successful downtown and town center developments. Ideas were generated and the overall program was developed. The program was then refined into one overall master plan and several detailed concept plans and renderings to convey the intent of the program and design.



# **REFERENCE:**

FLF Holdings Mr. Josh Simon 601 Heritage Drive, Suite 227 Jupiter, Florida 33458 p. 561.575.6454 e. joshsimon@flfholdings.com

# SIZE OF PROJECT:

Approx. 30 Acres

# DATE COMPLETED:

Design Fall 2015 Construction N/A

# **TOTAL COST:**

Design \$8,400 Construction N/A

# **PROJECT MANAGER:**

Tiffany May, PLA

# **KEY STAFF:**

Bryan Peterson







# SABAL PINES PARK CONTINUING SERVICES FOR URBAN PLANNING AND LANDSCAPE ARCHITECTURE

Coconut Creek, Florida

Under its continuing service contract with the City of Coconut Creek for Urban Planning and Landscape Architecture, WGI created the park design for a new portion of Sabal Pines Park, located in the City of Coconut Creek. Park improvements include a t-ball field, coach pitch field, and a multi-purpose field.

Scope of services includes preparation of landscape plan, site plan, approval from regulatory agencies, preparation of bid documents, and construction management services. The project was completed in February 2013.



#### REFERENCE:

City of Coconut Creek Sheila Rose 4800 West Copans Road Coconut Creek, Florida 33063 p. 954.973.6756 e. srose@coconutcreek.net

# **DATE STARTED:**

Design June 2010 Construction October 2012

# **DATE COMPLETED:**

Design October 2011 Construction February 2013

# **TOTAL COST:**

Design \$50K Construction \$1M

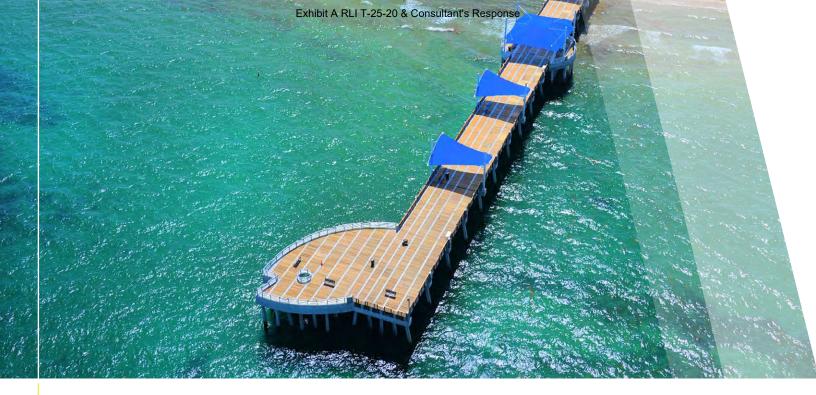
#### **PROJECT MANAGER:**

Doug Murray, PLA









# POMPANO BEACH FISHING PIER

Pompano Beach, Florida

WGI was contracted by the City of Pompano Beach to design an 864-foot-long replacement fishing pier. Design of the pier walkway forms a circle around a bait shop and continues east. The walking surface is approximately 20-feet wide up to the mean high water mark. Beyond the mean high water line, the deck widens to 30 feet to the east end of the pier. In lieu of the previous octagonal shaped end, the structure was designed to represent the head of a pompano fish, similar to the City's logo. The walking surface deck was constructed utilizing concrete beams and wood decking.

Amenities on the pier include four shade structures, electrical outlets for maintenance staff, fresh water hose bibs, a dry fire line for fire safety, and three fish gutting stations. Design also includes lighting on the pier, which meets requirements for sea turtle-friendly lighting, along with environmental education signs.

# **Award Winning Project**

For the work completed on the Pompano Beach Fishing Pier, WGI was recognized by the American Council of Engineering Companies (ACEC) of Florida as the recipient of an Engineering Excellence Award of Honor. The award is based on the use of unique and innovative applications; future value to the engineering profession; perception by the public; social, economic, and sustainable development considerations; complexity; and successful fulfillment of the client/ owners' needs, including schedule and budget management.

#### REFERENCE:

Horacio Danovich City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, Florida 33060 p. 954.786.4669 e. Horacio.Danovich@copbfl.com

#### **DATE STARTED:**

Design February 2014 Construction July 2019

#### DATE COMPLETED:

Design May 2017 Construction In Progress

### **TOTAL COST:**

Design \$459K **Estimated Construction Cost \$8M** 

# PROJECT MANAGER:

Chris LaForte, PE

#### **KEY STAFF:**

Tim DeLand, PE Jeffrey Bergmann, PE Sasha Kishore, El Tim Sherwood, BI







# WINDING WATERS BOARDWALK

Palm Beach County, Florida

Winding Waters Park boardwalks and observation towers were developed as part of a Palm Beach County initiative to provide new passive park systems which provide hiking through natural areas, including boardwalks to traverse wetlands and elevated decks to observe birds and other native wildlife living in the natural surroundings.

As a part of the park improvements, WGI's Structural Division staff designed the structural components of a new 8' wide by 300' long wood boardwalk supported on concrete piling. The use of IPE and Brazilian hardwood for the decks and railing system, combined with the concrete foundations for the boardwalks, will provide safe, low-maintenance facilities for long-term use by visitors to the Winding Waters nature trails and park.



#### REFERENCE:

Palm Beach County Department of Environmental Resources Management Mr. Steven Pisano 2300 North Jog Road, 4th Floor West Palm Beach, Florida 33411 p. 561.233.2521 e. spisano@pbcgov.org

# **DATE STARTED:**

Design June 2013 Construction September 2014

#### **DATE COMPLETED:**

Design May 2014 Construction December 2014

#### **TOTAL COST:**

Design \$20.8K Construction \$415K

# **PROJECT MANAGER:**

Jeffrey Bergmann, PE

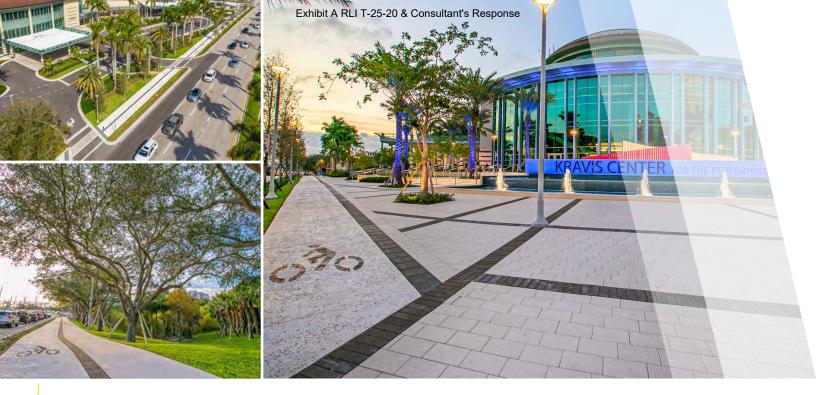
#### **KEY STAFF:**

Chris LaForte, PE Dave Mizelle Tim Sherwood, BI









# **KRAVIS CENTER CYCLE TRACK**

West Palm Beach, Florida

In conjunction with the City of West Palm Beach's Vision Zero initiative, the WGI Team worked with the Florida Department of Transportation to replace a substandard on-road bike lane with one at sidewalk level and created the city's first protected cycle track for the entire length of the block. The cycle track is delineated with rock salt finish concrete and a tactile divider strip to separate it from the pedestrian walking area. Mature Live Oak trees were relocated from impacted areas on-site and replanted to provide shade for the sidewalk and cycle track. Previously no shade trees existed along the sidewalk for the entire length of the block.

The Kravis Center is at the entrance to the West Palm Beach downtown entertainment and dining district, and is adjacent to the county convention center and several hotels. While most patrons arrive by car, the surrounding area has become heavily traveled by pedestrians and cyclists. It was important to address the experience of all users and transportation modes.

This project was nominated for the 2020 Palm Beach County TPA Safe Streets Summit People's Choice award for the best complete street project.

# **PROJECT HIGHLIGHTS:**

- Streetscape and Urban Design
- New Mobility
- Bike/Ped Facility Design
- Complete Street

#### REFERENCE:

Kravis Center for the Performing Arts James Mitchell, COO p. 561.651.4237 e. Mitchell@kravis.org

# **DATE STARTED:**

Design: July, 2016 Construction: April, 2018

#### **DATE COMPLETED:**

Design: 2018 Construction: 2019

#### **PROJECT MANAGER:**

Angela Biagi, PLA, LEED BD+C

# **KEY STAFF:**

Jeff Brophy, PLA, ASLA Adam Schildmeier, PE Brett Fuller, PE Jason Mihalovits, PLA, ASLA, LEED AP

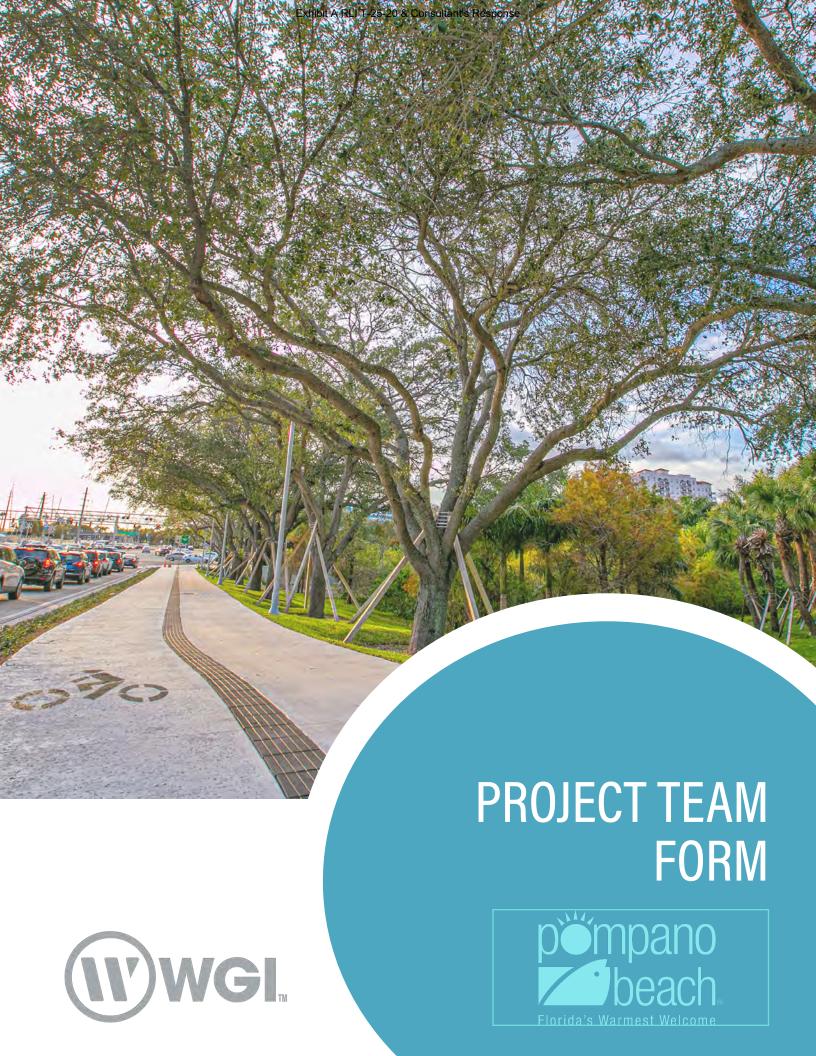
#### **TOTAL COST:**

Design: \$20K Construction: \$200K









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**

	1	RLI NUMBER <u>T-25-20</u> Federal I.D.# <u>65-0271367</u>		
DDIME	1			
PRIME				
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees	
Principal-In-Charge	Jeff Brophy, PLA, ASLA	20	BLA	
Project Manager	Jason Mihalovits, PLA, ASLA, LEED AP	18	BLA	
Asst. Project Manager				
Other Key Member	Traci Scheppske, CGC, LEED AP BD+C	32	AS	
Other Key Member	Cheryl Callender, PLA, SITE AP, LEED, ISA	22	MLA	
SUB-CONSULTANT Role Surveying	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project		
Landscaping				
Engineering				
Other Key Member	Florida Engineering & Testing, Inc. (Pompano Beach FL)	Mark Mesiano, PE		
Oth on Koy Marshan				
Other Key Member				
Other Key Member				
Other Key Member				

(use attachments if necessary)





# ORGANIZATIONAL CHART

# **LEGEND**



Resume included



WGI, Inc. (PRIME)



Florida Engineering & Testing, Inc. (MBE)



# PRINCIPAL IN CHARGE & QC (W)

★ Jeff Brophy, PLA, ASLA





**CONTRACT MANAGER** 



★ Jason Mihalovits, PLA, ASLA, LEED AP

# **CLIENT RELATIONS MANAGER**

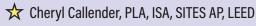


★ Traci Scheppske, CGC, LEED AP BD+C, CM-BIM

# LANDSCAPE ARCHITECTURE



★ Jason Mihalovits, PLA, ASLA, LEED AP



Kirsten Siegel, PLA

Tiffany May, PLA, LEED Green Associate

Angela Biagi, PLA, LEED, BD+C

Kirsten Nowicki, AICP

★ Laura Collazos, ASLA

Diliana Niagolova, ASLA

# **LANDSCAPE INSPECTORS**



★ Cheryl Callender, PLA, ISA, SITES AP, LEED

Angela Biagi, PLA, LEED, BD+C

Rick Harman, ISA

🖈 Bryan Jackman, ASLA

Diliana Niagolova, ASLA

# **GEOTECHNICAL**



F Florida Engineering & Testing, Inc. (MBE)

Mark Mesiano, PE

Naresh Persaud, El

**Paul Teninty** 

**Preston Nevins** 











# PROJECT MANAGEMENT PLAN

# MATCHING EXPERIENCE TO EXPECTATIONS

The **WGI** team includes industry experts in landscape architecture and sustainable design, including planting and hardscape design for park and municipal facilities, streetscape design, trail and greenway design, irrigation design, landscape inspection, and tree assessments.

Our team also includes numerous LEED and Sustainable SITES accredited professionals as well as Crime Prevention Through Environmental Design (CPTED) practitioners. Our staff has extensive experience in coordinating with outside agencies (e.g., Broward County, FDOT District 4, The Army Corps of Engineers, the Department of Environmental Protection and South Florida Water Management District). Ultimately, it is the responsibility of **WGI's** contract manager **Jason Mihalovits**, to select a team of individuals with the widest breadth of experience and focused ability to complete every work authorization issued. In other words, it is Jason's responsibility to find the "right tools for the iob."

# PROJECT COMMUNICATION PLAN

Communication is one the most critical component to the successful completion of a project. To provide for consistent communication between the City and WGI, we recommend the implementation of a communication protocol that utilizes key points of contact within the City of Pompano Beach and WGI for each assignment. Our contract manager will be the single point of contact for all contract-related aspects and has the responsibility of coordination with the City's project manager. Jason will inform the City's project manager of the progress being made and ensure all issues requiring the City's attention are discussed and resolved promptly to avoid adverse impacts to the overall project schedule. Jason will remain involved in the day-to-day operations of the contract and is directly responsible to the City for our performance on all project assignments. WGI's task project managers are the single point of contact for all project-related aspects and have the responsibility of coordination with the City's task project manager. This direct interface facilitates communication; however, at any time during a task assignment, Jason will be available to assist in the coordination of the project.

Although email correspondence is an effective tool for communication and documentation, we believe virtual meetings, telephone calls, and yes – potentially in – person meetings are imperative components for successful project delivery. Items discussed in meetings or telephone conversations will be transcribed into minutes or records of conversations and distributed to establish project reference documents. Progress reports, including updates on project budget, schedule, and any outstanding or upcoming technical issues, will be prepared and distributed on a pre-determined periodic basis (weekly, bi-weekly, or monthly). We have found that the use of eBuilder for data and communication management is an effective way to create an easily accessible database for the entire project team. We successfully utilized eBuilder on several projects, including the Central Seacrest Corridor Phase II design-build project with the City of Boynton Beach.

Additionally, formal presentations to the City staff can be scheduled at your discretion. Status briefings, formal presentations, and workshops are encouraged as additional mechanisms to facilitate communicating significant technical issues, potential schedule delays, or other significant issues. Our proposed protocol is flexible and can be modified easily to best suit the needs of each project and the City.





We fully understand the nuances of municipal government and that projects can change based on stakeholder input. We will work closely with the City to be cognizant of this and flexible in our approach.

# **COST**

The ability of our project managers to put the best interest of the City before anything else is what separates us from our competition. Controlling project costs is as important to us as it is to the City. The City will benefit from our experience preparing accurate budgetary opinions of costs during a project planning phases and cost control during a project design and construction phases. These project planning and execution activities significantly reduce costly overruns.

During the design process, we continually update each project's opinion of probable construction costs and compare it to the City's construction budget. This process allows the City to make informed decisions on the design of all aspects of the project. It also makes it clear that expectations can be realized and how they can be accomplished via the design.

# ADDRESSING UNEXPECTED ISSUES

Proper and diligent planning reduces the number and significance of unexpected issues, but they can present themselves no matter how prepared you are. Typically the impact these events have on a project is determined by how contract managers, project managers, and other team members respond to the issues. The best tool we have for preventing unexpected issues or limiting their impact is timely, clear, and effective communication as soon as an issue presents itself. If an issue arises, Jason will identify the parameters of the issue, gather data, and notify the City's contract and project managers immediately, while we analyze potential solutions to the issue. The earlier the issue is identified, communicated, and resolved, the less potential it has to adversely impact a project's budget and schedule. Once an agreeable solution is determined, we will identify if an amendment to the scope is required to accommodate the change. If an amendment is required, it will be prepared swiftly for review by the City. Once the contractual revisions are completed and approved by the City, we will complete the implement the solution. We will do our best to address potential scope changes within our contracted scope to alleviate change orders and project delays.

# **EXPERIENCE IN BUILDING COMMUNITY CONSENSUS**

Public participation efforts are critical to the success and implementation of projects. The WGI team views public involvement as a two-way communication process between the public and a governmental agency, aimed at incorporating the diverse citizens' views, concerns, and issues into decision-making. Involving City residents in the planning and decision-making process gives them a voice in shaping the future of their community, builds community consensus, and helps grow a sense of ownership and community pride.

Early and ongoing outreach builds trust within the community and brings transparency to what can be a complicated process. Public involvement activities that prove most valuable and successful are those that are easily accessible, relevant, and appropriate.

We significantly reduce costly overruns by providing accurate budgets and diligent cost control. Our relationships and familiarity with regulatory agency requirements allow us to maximize efficiency during regulatory review process.



The **WGI** team approaches public involvement with the development of a public involvement plan (PIP), comprehensive guidebook that identifies, implements, and documents strategies to reach the people who will be affected or who may be interested in the particulars of the project.

The **WGI** team will develop distinct, project-specific PIPs, consisting of five attainable goals—inform, consult, involve, coordinate, and assess—that will seek to ensure that the City's ideas and concerns are included in the decision-making process throughout the life of projects and that information is provided most effectively. A living document, the PIP will be developed with enough flexibility to adapt to changing conditions and situations.

It is well known that people are more involved in a project when they feel that they are directly influencing its outcome. Working with the public to gain insight into the community can be accomplished through both traditional and non-traditional methods. Conventional approaches to outreach, such as formal public meetings, work best on small-scale or non-contentious community improvements. Conversely, for large-scale projects, ones to which the community has a strong connection, or for those projects that are not well understood, more intensive and personalized approaches are necessary for a successful outcome. For this reason, to engage more residents, with the consensus-building process we use, through less customary and more innovative outreach tools. This allows an outside meeting room for residents and stakeholder groups to brainstorm with citizens, local officials, and other stakeholders to collaborate on a vision in a fast-paced, results-driven environment.

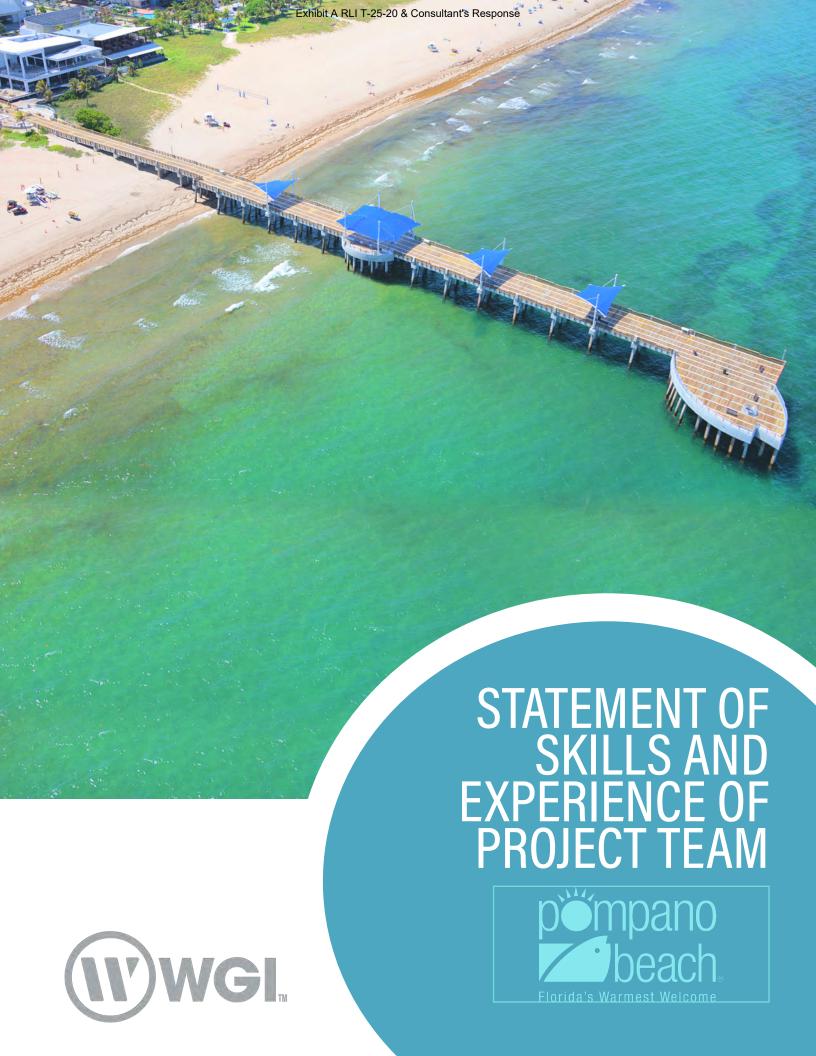
While it is difficult to draw all residents to public meetings, we have extensive experience creating websites as an effective public engagement technique that provides all of the information relevant to a project, offers opportunities to submit inquiries, and displays videos from public meetings. Typically, our websites incorporate an interactive GIS application allowing residents to locate information about planned construction, inform them of general improvements to be made, share information, and provide points of communication. We successfully created websites for the City of Boynton Beach, City of Lake Worth Beach, and City of Delray Beach, among others.

Hotlines are another popular form of outreach the **WGI** team will utilize to provide a way for City residents to get answers to questions and share concerns. Hotlines address the accessibility requirements for public involvement as they can be set up in multiple languages. They provide a direct response as hotline phone numbers can be retrieved via smartphones at any time and location. This public outreach tool acts as an arm between the City Council and staff and their citizenry, ensuring the projects are implemented efficiently and community members feel comfortable with the work being conducted.

The ultimate goal of our public involvement and the consensus-building process is to provide the community with opportunities for inclusion in the decision-making process. A comprehensive PIP creates an easily understood process that ensures efficient use of resources and that commitments to the public are honored. Implementation of a PIP builds community trust in the process and impacts the success of projects. Continual reassurance to the City neighborhoods and businesses that their well being is the priority goes a long way in working through any potential conflicts. When all stakeholders are informed, listened to, and understand that their concerns have been heard and are being addressed, a shared vision is not only created—it is supported.







# STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

# POMPANO BEACH EXPERIENCE

**WGI's** team members have worked with and supported the City on numerous projects over the last 25 years and are extensively familiar with the City and CRA's staff. Most recently, we designed the award-winning Pompano Beach Fishing Pier. However, in the past, our team members, worked on several municipal projects, including various sections of Atlantic Boulevard, Hammondville Road, Andrews Avenue, Pompano Beach Park dune restoration, and Mitchell Moore Park improvements.

Our client manager, **Traci Scheppske**, worked within the City for more than 20 years and provided consulting services to the City and CRA on countless projects. Over time, she developed a comprehensive understanding of the City and CRA's staff, policies, and inner-governmental workings.

# LANDSCAPE ARCHITECT SKILLS AND EXPERIENCE

WGI's contract manager, Jason Mihalovits, specializes in providing design services to public clients, including numerous municipalities and FDOT. With nearly two decades of experience working in multi-disciplinary firms, Jason understands the coordination required across multiple disciplines for public projects. As an experienced park designer, Jason provided services for a variety of parks, ranging from large urban parks to smaller neighborhood tot parks, passive and active recreational parks, an environmental parks with boardwalk and trail components. Jason also is a LEED accredited professional, and experienced landscape inspector, and an irrigation designer. Jason managed numerous FDOT continuing landscape architecture contracts. He is an expert in FDOT design standards and specifications, has provided LAP assistance to dozens of municipalities, and holds certifications in Advanced MOT. Jason grew up in Pompano Beach and was a long-time resident of the City. This gives him in-depth knowledge of the diversity and culture of the City.

Jason is supported by the most qualified staff from our extensive set of resources, to be dedicated to the City of Pompano Beach. Our organizational chart identifies key staff members and a sampling of their support staff. All assigned professional staff are properly licensed to practice in Florida. In addition to our landscape architecture team, we also provide a full range of civil and structural engineering, architecture, environmental, public outreach, survey, and SUE services in-house to allow complete coverage for any task assigned by the City.

The following is a staffing matrix which includes technical experts to support each task manager listed on the organizational chart delivering projects to the City.

RESUME INCLUDED	NAME	ROLE	YEARS EXP.	% OF AVAIL.	LOCATION	PROFESSIONAL LICENSES	
	Jeff Brophy, PLA, ASLA	Principal in Charge/QC	20	50%	West Palm Beach, FL	FL - PLA 66868	
*	Jason Mihalovits, PLA, LEED AP	Contract Manager	18	75%	West Palm Beach, FL	FL - PLA 667128	
	Traci Scheppske, CGC, LEED AP BD+C, CM-BIM	Client Relations Manager	32	60%	West Palm Beach, FL	FL - CGC 516581	
*	Cheryl Callender, PLA, SITES AP, LEED, ISA	Landscape Architect	22	65%	Fort Lauderdale, FL	FL - PE 667177	
*	Kirsten Siegel, PLA	Landscape Architect	11	50%	West Palm Beach, FL	FL - PLA 667375	



RESUME INCLUDED	NAME	ROLE	YEARS EXP.	% OF AVAIL.	LOCATION		SIONAL NSES
*	Tiffany May, PLA, LEED Green Associate	Landscape Architect	14	50%	West Palm Beach, FL	FL - PLA	667274
*	Angela Biagi, PLA, LEED BD+C	Planning and Urban Design	19	30%	West Palm Beach, FL	FL - PLA	666787
*	Kirsten Nowicki, AICP	Urban and Community Planning	19	50%	Fort Lauderdale, FL	FL - AICP	23382
*	Laura Collazos, ASLA	Landscape Designer/ Inspector	3	75%	West Palm Beach, FL		
	Diliana Niagolova, ASLA	Landscape Designer/ Inspector	1	70%	West Palm Beach, FL		
	Rick Harman, CEP, PWS, CA	Arborist	17	60%	West Palm Beach, FL		
*	Bryan Jackman, ASLA	Landscape- Irrigation Designer/ Inspector	11	75%	West Palm Beach, FL		
	James Richie, PE	Civil QA/QC	18	50%	West Palm Beach, FL	FL - PE	64778
	Andrew Goins, PE	Civil Engineer	16	40%	Fort Lauderdale, FL	FL - El	61684
	Michael Muniz, El	Civil Support	2	90%	Fort Lauderdale, FL	FL - El	18-907-52
	Merouane El Kaoussi, PE	Drainage	9	65%	Fort Lauderdale, FL	FL - PE	88591
	Jeff Bergmann, PE	Structures QA/ QC	36	35%	West Palm Beach, FL	FL - PE	50159
	Michael LeComte, PE	Structures QA/ QC	26	50%	Fort Lauderdale, FL	FL - PE	57156
	Bradley Gersh, PE	Bridges, Seawalls, and Miscellaneous Structures	5	50%	Fort Lauderdale, FL	FL - PE	84312
	Kali McNeile, PE	Bridges, Retaining Walls, and Miscellaneous Structures	15	50%	Fort Lauderdale, FL	FL - PE	88599
	Edwin Muller, CS, CNU-A	Planning, Public Outreach, and GIS Support	9	30%	West Palm Beach, FL		
	Michael Madison, PE	Roadway Design	12	30%	West Palm Beach, FL	FL - PE	75434
	Corey Hill,PE	Maintenance of Traffic/ Signalization	8	50%	West Palm Beach, FL	FL - PE	80438
	John Abbott, PG, CEP	Environmental	24	40%	West Palm Beach, FL	FL - PG	PG2401



RESUME INCLUDED	NAME	ROLE	YEARS EXP.	% OF AVAIL.	LOCATION	PROFESSIONAL LICENSES	
	Amanda Montgomery, PWS	Environmental/ Permitting	5	60%	Fort Lauderdale, FL		
	Greg Griffith	Environmental/ Permitting	19	40%	West Palm Beach, FL		
*	Mark Mesiano, PE	Geotechnical	25	50%	Pompano Beach, FL	FL - PE	48202
	Naresh Persaud, El	Geotechnical	10	25%	Pompano Beach, FL	FL - El	1100008977
	Paul Tenity	Geotechnical	15	25%	Pompano Beach, FL		
	Preston Nevins	Geotechnical	10	25%	Pompano Beach, FL		

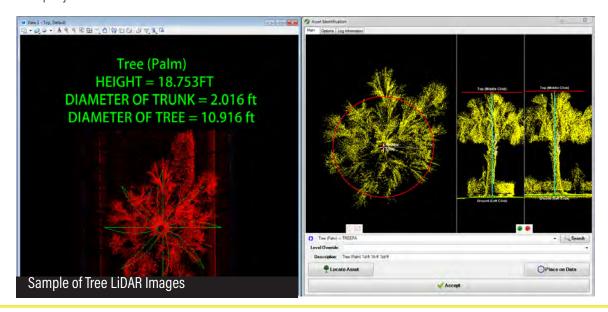
# INNOVATIVE APPROACHES

WGI's landscape architects utilize the most cutting-edge technology for a variety tasks, from data collection and analysis to graphic presentation to clients. This includes vehicle-mounted and personnel-equipped mobile LiDAR, as well as aerial and aquatic drones for a variety of data collection capabilities. Our mobile LiDAR allows us to create digital 3D scans of the project limits within hours versus weeks of labor-intensive data gathering efforts with traditional survey methods. This includes route scanning for linear projects, stationary scanning for large enclosed spaces, or using our backpack LiDAR unit to collect data in confined or heavily vegetated areas.

The data from 3D scanning methods can be used to collect topographic features, identify drainage flows, and inventory trees. Our mobile LiDAR allows us to create a city-wide inventory of assets, including trees, overhead electric conditions and lighting elements in a short timeframe. For the City of Lake Worth Beach, WGI performed route surveys on 101 miles of municipally owned roadways within a week, substantially reducing the field data collection time and effort.

Our fleet of aerial drones allows us to collect imagery and provide topographical data for more expansive areas. Our Z-Boat, or autonomous surface vessel (ASV), can collect bathymetric data at a fraction of the time required a typical manned vessel and data logger. Utilizing this technology allows us to significantly cut down on analysis and data collection times, reducing the overall design schedule and ultimately saving the City money.

WGI uses a variety of 3D visualization software and equipment to help our clients truly visualize a project. This includes software to develop renderings of proposed improvements, as well as virtual reality goggles to allow clients to navigate the projects.



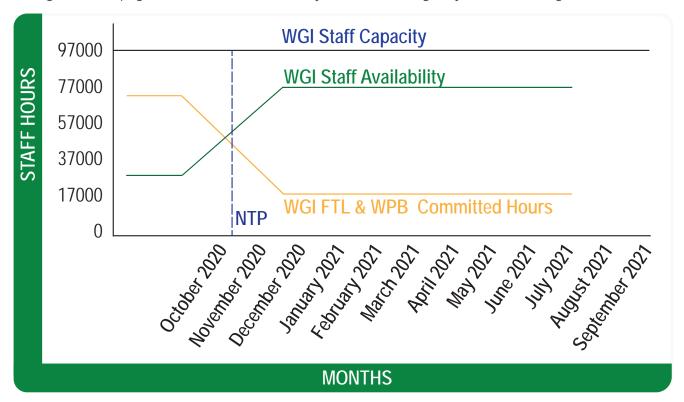


# WGI EXPERIENCED CUSTOMER-DRIVEN PROFESSIONALS

The most important qualification **WGI** brings to the City of Pompano Beach is our commitment, at all levels, to develop successful projects; projects that are technically sound, delivered on schedule, and within budgetary guidelines. Commitment, dedication, and teamwork are all qualities that the WGI team brings to the City. This commitment has been clearly demonstrated by our superior service and professionalism over the years in providing similar consulting services on a continuing basis for clients such as the City of Boca Raton, City of Fort Lauderdale, Town of Jupiter, City of West Palm Beach, City of Lake Worth Beach, City of Boynton Beach, City of Delray Beach, Village of Wellington, Village of Palm Springs, Palm Beach County, Martin County, St Lucie County, Loxahatchee River District, Northern Palm Beach County Improvement District, South Florida Water Management District, Florida Department of Environmental Protection, and Florida Department of Transportation.

# STAFF WORKLOAD AND AVAILABILITY

WGI currently employs nearly 600 highly skilled and experienced professionals committed to excellence and unsurpassed service to our clients. With our depth of staff, we are able to provide our clients the most competent and efficient service available. The size of our staff resources allows us maximize staff allocations and typically exceed project milestones. What this means to the City is that WGI has immediate access to ample resources, identified in the staffing matrix on page 30 and 31, to meet the City's technical, budgetary, and scheduling needs.



# **DELIVERING PROJECTS ON TIME AND ON BUDGET**

WGI's extensive staff resources and investment in project scheduling and management software has allowed our team to submit deliverables under budget and ahead of schedule, which can be evidenced by our consistent award of continuing contracts from numerous, repeat municipal clients. At each task inception, we attempt to identify upfront potential schedule and budget impacts and provide solutions to avoid these. Most recently, our landscape architects provided the Florida Turnpike Enterprise (FTE) tree disposition plans for over 1,500 trees and palms that would be impacted by roadway improvements. We performed this nine-month task within five months to avoid impacts from the roadway contractors' early works. Our contract manager, Jason Mihalovits accomplished this by redistributing staff assignments outlined in Deltek Vison and reallocating staff resources. This accelerated schedule was 10% under design budget, and also protected over \$800K of FTE invested landscape material.





# RESUMES OF KEY PERSONNEL







# PRINCIPAL IN CHARGE/QUALITY CONTROL (QC)

Jeff is vice president of WGI's PLACE Division, which includes the Planning, Landscape Architecture, Civil Engineering, and Environmental departments. He is responsible for oversight of all the contracts of his Division. This includes ensuring that the internal firm processes are adhered to achieve the highest level of services for **WGI's** clients. Jeff strives to keep open lines of communication between the client, consultant team, and government agencies to achieve efficient and successful project completion and contract management.

# RELEVANT EXPERIENCE

Continuing Professional Service Contract, Palm Beach County, FL, City of Delray Beach, Principal in Charge. Jeff was the principal in charge for this contract. WGI has been working with the City of Delray Beach for over ten years, providing professional services for a multitude and variety of projects, including civil, structural and transportation engineering, landscape architecture, environmental services, surveying, and construction engineering and inspection. WGI's consistent quality and performance have kept projects ahead of schedule and under budget and has created a strong relationship between WGI and the City of Delray Beach. Typical projects under this contract have required close public outreach, utility design, local roadway and paving design, FDEP, USACE, and FDOT permitting, LAP coordination, bidding services, and construction administration. WGI has performed over 45 individual service authorizations.

Civil Engineering Services Continuing Contract, Palm Beach County, FL, City of Lake Worth Beach, Principal in Charge. Jeff was the principal in charge for this contract. Services performed have ranged from surveying, engineering, signalization, landscape architecture, environmental, and construction administration. Specific projects under this contract included engineering and LAP coordination, management of the City's \$40M neighborhood road bond program, and construction administration of one of the City's Park of Commerce infrastructure improvement LAP projects and others. WGI has performed 21 task orders.

Engineering, Architectural, and other Professional Services Continuing Services Contract, Palm Beach County, FL, Town of Jupiter, Principal in Charge. Jeff was the principal in charge for this contract. Services performed under this contract have ranged from surveying, planning,

engineering, landscape architecture, environmental and construction inspection. Specific projects completed under this contract include several park projects, including design as well as a lighting assessment, structural design, HVAC assessment, and upgrade design. Throughout the term of this contract, **WGI has completed 26 work orders**.

General Services Agreement, Palm Beach County, FL, Village of Palm Springs, Principal in Charge. Jeff was the principal in charge for this contract. WGI has provided engineering, architecture, planning, and surveying services for sustainable projects that enhanced the infrastructure and maintain the unique Village atmosphere. Projects varied between roadways, stormwater, parks, facilities, and master plans. The organizational structure for this contract includes a contract manager, who ensures the schedule and budget met or exceeds client's expectations, and a team comprised of over 40 professionals, with the help of four project managers, each assigned to different disciplines – engineering, surveying, architecture, and planning. WGI has completed seven task orders.

Engineering Services Agreement, State of Florida, Florida Department of Environmental Protection, Principal in Charge. Jeff was the principal in charge for this contract. WGI has provided survey, engineering, landscape architecture, environmental and construction phase services statewide for the Florida Department of Environmental Protection. Many of the sites are in remote areas; however, WGI's depth and breadth of services, in addition to our eight statewide offices allow us to successfully provide our client with quality services on a timely basis. WGI has completed 10 project-specific task work orders.



Jeffrey Brophy, PLA, ASLA

# **REGISTRATIONS:**

Professional Landscape Architect Florida LA6666868, 2007

# **EDUCATION:**

Bachelor of Landscape Architecture University of Guelph, Ontario 2000

### **AFFILIATIONS:**

American Society of Landscape Architects

YEARS OF EXPERIENCE TOTAL: 20 WITH WGI: 20



# **CONTRACT MANAGER**

Jason has almost two decades of experience in a range of project types including planning and design for transportation, commercial, and large-scale residential and municipal projects. His experience includes multiple aspects of the design process including concept generation, site inventory, site and master planning, landscape and irrigation design, project specifications, green design and infrastructure, and construction observation.

#### RELEVANT EXPERIENCE

Alternate A1A Beautification, Palm Beach County, FL, City of Palm Beach Gardens, Project Manager. Jason was responsible for the overall project management, grant writing, and cost estimating. WGI provided the City of Palm Beach Gardens with design services and grant assistance for the beautification of a one-mile segment of Alternate A1A from the Earman Canal to Burns Road. This project is follow up to a successful grant awarded to the City from FDOT in which WGI was instrumental in developing the grant documents, renderings, and cost estimates. Design services included providing landscape and irrigation enhancements to the medians and shoulders of Alternate A1A throughout this section, along with traffic control plans.

Village of Palm Springs Park Connector Pathway Phase 1, Palm Beach County, FL, Village of Palm Springs, Project Manager. Jason was the overall project manager and provided landscape architecture services. He was responsible for developing the conceptual designs as well as managing all landscape and hardscape for the project. WGI was hired to provide landscape architecture, geospatial, and electrical design services for Phase 1 of the Village of Palm Springs Park Connector Pathway project. This phase consists of the southern side of Alemeda Drive, from Davis Road to the intersecting sidewalk, approximately 1,400 feet east of Davis Road.

Sara Sims Park, Palm Beach County, FL, City of Boynton Beach, Project Manager. Jason was the project manager for the park design. WGI provided the conceptual design for the redevelopment of Sara Sims Park in downtown Boynton Beach. Sara Sims Park was a 12-acre, blighted park in one of the City's poorest neighborhoods, named in honor of a well-known community activist from the early 1900's. The park included several passive and active recreational activities, including walking trails, basketball courts, and a children's playground, all of which had fallen into disrepair. The park is also part of the City's Cemetery Heritage Trail. Improvements by WGI included the development of a new conceptual site plan for the park, as well as landscape and irrigation improvements. Additional improvements included an incremental fitness trail, parking lighting and signage, pavilions, and other site amenities.

Mounts Botanical Garden, Palm Beach County, FL, Mounts Botanical Garden. WGI worked in collaboration with Harries Heder Collaborative to develop a tropical wetland garden that fulfilled a portion of Mount's Master Plan. This included incorporating artist's interactive installation pieces into an intimate garden setting that would provide educational messages that fulfilled Mount's mission statement of encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment.



Jason Mihalovits, PLA, LEED AP

# **REGISTRATIONS:**

Professional Landscape Architect: Florida #LA6667128, 2012

Professional Landscape Architect: Texas #3380, 2018

# **EDUCATION:**

Bachelor of Arts, Landscape Architecture-University of Florida, 2007

# **CERTIFICATIONS**: LEED AP

# **AFFILIATIONS:**

American Society of Landscape Architects

United States Green Building Council

YEARS OF EXPERIENCE

TOTAL: 18 WITH WGI: 6

Miscellaneous Landscape Architecture Services GGI Analysis, Miami-Dade County, FL, FDOT District 6. WGI provided a comprehensive analysis of landscape impacts for the entire Golden Glades Interchange improvement projects. This including analysis potential landscape impacts from 15 roadway projects with the interchange. WGI provided all coordination between each of the roadway project managers, the District landscape architect, and the District right of way department.



# CLIENT RELATIONS MANAGER

Traci has more than three decades of owner's representative, project management, and design experience. As senior engineering manager, she provides complete project services overseeing all aspects of the engineering design, permitting, and construction for projects for both commercial and residential developments. Her responsibilities include engineering design and complete project management for land development projects with emphasis on on-site development, water distribution, sanitary sewer, drainage, and roadway design. In addition to cost estimating, quantity take-offs, and bid evaluations, she has extensive experience with project scheduling and coordination for design and construction. She regularly coordinates efforts for utility service/relocation with FPL, Bellsouth/AT&T, cable, gas, etc., as well as various disciplines such as planning, surveying, architectural, landscaping, and construction. Her work has included all aspects of project management, design, permitting, and construction coordination for projects extending from Palm Beach County to the Florida Keys.

# RELEVANT EXPERIENCE

Pompano Pier Parking Garage, Broward County, FL, City of Pompano Beach, Client Manager. Traci was the client manager providing oversight for the planning, civil engineering, and landscape architecture services for the \$24M, 650-space iconic parking garage. The garage included and landscaped rooftop deck and first floor commercial and retail space. The project also included the design and permitting of Pier Street and Seabreeze Way, including utility infrastructure design of water, sanitary sewer, stormwater management, and utility coordination to support the parking garage and out parcels for future hotel and restaurants.

Martin Luther King Jr. Boulevard/Hammondville Road Trafficways Plan Amendment, Broward County, FL, City of Pompano Beach, Contract Manager. Traci served as the liaison between the County and the City to prepare and process the first traffic ways plan amendment to "context sensitive corridor" in Broward County. This amendment allowed the City to have flexibility in the design layout, road cross-section, and speeds to provide a better urban plan that met the needs of the community. Traci prepared all of the required documents and processed the application through the CRA Board, Pompano Beach City Commission, and Broward County Planning Council.

Pompano Beach East CRA District Projects, Broward County, FL, City of Pompano Beach, Contract Manager. Traci served as the contract manager for the multiple projects in the East CRA district. The services included planning, civil engineering, surveying, SUE, and landscape architecture services for the CRA, which had ambitious plans for the redevelopment of the area south of the pier from Atlantic Boulevard to NE 5th Street to create a unique beachfront venue.



Traci Scheppske, CGC

# **REGISTRATIONS:**

Certified General Contractor: Florida #1516581

# **EDUCATION:**

Associate of Science, Architecture and Engineering Design-Catonsville Community College, 1988

# **CERTIFICATIONS:**

LEED AP BD+C CM-BIM

# **AFFILIATIONS:**

BIM Smart Foundation Member Society for Marketing Professional Services

# YEARS OF EXPERIENCE

TOTAL: 32 WITH WGI: 2

These projects included the Pompano Beach Boulevard Streetscape Improvements including the Beach Plaza, Pompano Beach Park dune restoration, and the completion of the new pier-parking garage, an iconic structure designed to herald in a wave of redevelopment and enhanced access to the beach area. The purpose of these projects was to revitalize and create an oceanfront pedestrian promenade, both vibrant and uniquely branded for residents and visitors of Pompano Beach.

"Old" (Historic) Pompano Streetscape Improvements, Downtown Pompano Connectivity Plan, Broward County, FL, City of Pompano Beach, Contract Manager. Traci was responsible for the overall team management, including engineering, permitting, planning, surveying, public outreach/consensus, and construction management for an area-wide project involving 10 square blocks of the "Old" (Historic) Pompano Area and Martin Luther King Jr. Boulevard between I-95 and Dixie Highway. The project included an assessment of the existing infrastructure and provided recommendations on suitability of the CRA's proposed land use. Based on the approved connectivity plan by the Pompano Beach CRA, the improvements signalization improvements, significant drainage, and roadway improvements.



# LANDSCAPE ARCHITECT

Cheryl is a trilingual (English, Spanish, and French) professional designer and project manager with extensive experience including designing and managing the construction of multiple highprofile urban projects, as well as designing numerous streetscapes, private and municipal projects, and large-scale roadway beautification and gateway projects in Florida. Cheryl provides her expertise in all aspects and stages of the design process, production and construction, focusing on implementing green practices and techniques. In addition, Cheryl aids with the quality assurance and quality control of deliverables.

# RELEVANT EXPERIENCE

Alternate A1A Beautification, Palm Beach County, FL, City of Palm Beach Gardens, Landscape Architect. Cheryl served as a landscape architect on this project. WGI provided the City of Palm Beach Gardens with design services and grant assistance for the beautification of a one-mile segment of Alternate A1A from the Earman Canal to Burns Road. This project is follow up to a successful grant awarded to the City from FDOT in which WGI was instrumental in developing the grant documents, renderings, and cost estimates. Design services included providing landscape and irrigation enhancements to the medians and shoulders of Alternate A1A throughout this section, along with traffic control plans.

Atlantic Boulevard Streetscape, City of Pompano Beach, FL, Designer/Project Manager. Cheryl was responsible for the streetscape design, landscape inventories, landscape and irrigation design, decorative lighting, significant public meetings, and graphic presentations, as well as the coordination with other professional teams preparing designs on adjacent projects for the City of Pompano Beach CRA. This project is a significant streetscape beautification improvement to an existing mile of urban mixed use street serving as the main roadway corridor from US 1 to the Pompano Beach beachfront. It also included ADA upgrades, signage, and improved stormwater drainage.

A1A Restoration and Streetscape, Fort Lauderdale Beach, FL, FDOT District 4, Landscape Architect of Record/Project Manager. Cheryl was responsible for the design of the streetscape, the sidewalk and crosswalks hardscape, the wave seawall, beach access entrance features, beach shower pads areas, irrigation, and landscape/planting areas, as well as the coordination with the City of Fort Lauderdale and FDOT's in-house roadway designers. The project improvements consisted of the repair and restoration of the existing seawall and sidewalk damaged by Hurricane Sandy. It incorporated roadway realignment, adding bike lanes and on-street parking, hardscape treatments, ADA upgrades, landscape, decorative lighting, signage, and improved stormwater drainage.

Old Dixie Highway, Fort Lauderdale, FL, FDOT District 4, Landscape Architect of Record/Project Manager. Cheryl was responsible for the landscape design of the proposed bio swale areas and roundabout, enhancing and complementing the existing mature trees along the corridor, and the design of two community monument entry signs. In addition to tree inventory, field inspections, QA/QC, coordination with the City of Fort Lauderdale, and FDOT's in-house roadway designers. This project is an off system, 0.9mile, Bicycle and Pedestrian project in the community of Middle River in the City of Fort Lauderdale. The project includes reducing the travel lanes in order to accommodate



Cheryl Callender, PLA, SITES AP

# **REGISTRATIONS:**

Professional Landscape Architect: North Carolina #2002, 2017

Professional Landscape Architect: Florida #LA6667177. 2014

# **EDUCATION:**

Bachelor of Science. Architecture-University of Panama, 1997

Master of Landscape Architecture, - Florida A&M University, 2006

# **CERTIFICATIONS:**

ISA Certified Arborist **LEED Green Associate** 

SITES AP

# **AFFILIATIONS:**

American Society of Landscape **Architects** United States Green Building

Council

YEARS OF EXPERIENCE TOTAL: 22

WITH WGI: 4

bicycle lanes along both sides of Old Dixie Highway; creating a continuous 5-foot wide sidewalk on each side of the corridor; adding raised table intersections with crosswalks for increased pedestrian safety; adding a mini roundabout; pedestrian lighting; and improving drainage along the corridor by adding bio swales.

OFFICE LOCATION: FORT LAUDERDALE



# LANDSCAPE ARCHITECT

Kirsten is a project manager with 10 years of international and national experience in project management with a range of work that includes private and public recreational, residential and community design work. With a multidisciplinary background in industrial and graphic design, she has developed a unique skill set that makes her an asset to teams with her collaborative design approach. She specializes in 3D modeling, photorealistic and hand renderings to help deliver her concepts. Her well rounded skill set compliments her management capabilities when coordinating with clients and consultants. Kirsten's attention to detail ensures thorough implementation through construction documents and construction administration.

# RELEVANT EXPERIENCE

Village of Palm Springs Park Connector Pathway Phase 1, Palm Beach County, FL, Village of Palm Springs, Landscape Architect. Kirsten served as a landscape architect for this project. WGI was hired to provide landscape architecture, geospatial, and electrical design services for Phase 1 of the Village of Palm Springs Park Connector Pathway project. This phase consists of the southern side of Alemeda Drive, from Davis Road to the intersecting sidewalk, approximately 1,400 feet east of Davis Road.

Girl Scout Park Master Plan, Palm Beach County, FL, City of Boynton Beach, Landscape Architect, Landscape Architect. Kirsten served as a landscape architect for this project. WGI provided the master plan for this five-acre park in Boynton Beach, Florida. The park is frequently used by the City and the Girl Scouts of America Club for public and private events. WGI worked with the City and local stakeholders to develop a new park program for the park, as well as conceptual cost estimates for the City to use to program funds. Park improvements included a kayak lunch, pavilions, trails, and site amenities, as well as landscape, irrigation, and lighting improvements.

Mounts Botanical Garden, Palm Beach County, FL, Mounts Botanical Garden, Landscape Architect, Landscape Architect. Kirsten served as a landscape architect for this project. Kirsten developed a tropical wetland garden that incorporated an artist's interactive installation pieces into an intimate garden setting that would provide educational messages that fulfilled Mount's mission statement of encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment. WGI worked in collaboration with Harries Heder Collaborative to develop a tropical wetland garden that fulfilled a portion of Mount's Master Plan. This included incorporating artist's interactive installation pieces into an intimate garden setting that would provide educational messages that fulfilled Mount's mission statement of

encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment.

Kravis Center for the Performing Arts Improvements Design-Build, Palm Beach County, FL, The Weitz Company, LLC, Landscape Architect. Kirsten served as a landscape architect for this project. The Raymond F. Kravis Center for the Performing Arts is located in West Palm Beach, Florida and is one of the premier performing arts centers in the Southeast. The Kravis Center opened fully funded in 1992 and is a success story that provides communities worldwide with an example of a thriving performing arts center and a major community and economic catalyst. Set on 10.6 acres at the gateway into downtown West Palm Beach, the Kravis Center includes four venues the 2,195-seat Alexander W. Dreyfoos, Jr. Concert Hall, the flexible 300-seat Rinker Playhouse, and the 291-seat black box theater Helen K. Persson Hall. Additionally, the Kravis Center facilities include the Cohen Pavilion, which houses the Weiner Banquet Center including the Gimelstob Ballroom, The Elmore Family Business Center for the Arts and The Picower Foundation Arts Education Center, which includes Persson Hall and The Khoury Family Dance Rehearsal Hall.

Banyan Boulevard Phase II, Design and Contract Document Services, Australian Avenue to Flagler Drive, Palm Beach County, FL, City of West Palm Beach, Landscape Architect. Kirsten was the landscape and hardscape designer for the project. Banyan Boulevard functions as a gateway into downtown West Palm Beach for many government employees and residents. The corridor provides access to the waterfront and a connection to the heart of the downtown entertainment district. The goal of this corridor redevelopment was to create a vibrant street and a downtown gateway, prioritizing pedestrians and cyclists, and designed with alternative mobility infrastructure, as well as safe accommodation of automobiles. Typical roadway sections were developed to transform the corridor into a bicycle and pedestrian-friendly link.

# Kirsten Siegel, PLA

# **REGISTRATIONS:**

Professional Landscape Architect: Florida #LA6667375, 2018

# **EDUCATION:**

Master of Arts, Landscape Architecture - Florida International University, 2009 Bachelor of Arts, Industrial Design - Rochester Institute of Technology, 1999

# **AFFILIATIONS:**

American Society of Landscape Architects

YEARS OF EXPERIENCE TOTAL: 11 WITH WGI: 6



# LANDSCAPE ARCHITECT

Tiffany is a project manager with 12 years of international and national experience in project management with an integral role in design development. Her range of work includes medium-scale resort, community design, and mixed-use development planning. Tiffany's well-tuned skill set includes project design, project management, and client relations. These skills afford her a comprehensive understanding of the needs of both a project and the client, ensuring quality implementation and execution of a plan.

# RELEVANT EXPERIENCE

Marine Way Seawall and Docks - Phase 1, Palm Beach County, FL, City of Delray Beach, Landscape Architect. Tiffany served as a landscape architect on this project. WGI was contracted by the City of Delray Beach to provide up to three conceptual plans for the improvement of the Marine Way corridor, which included the following improvements: roadway to access the residential lots, new seawall, sidewalk, docks, underground utilities, lighting, signage, landscaping, and connection to the Atlantic Avenue bridge on the north and the City marina to the south. WGI performed a variety of services and presented three conceptual plans that were amenable to the residents, business owners, property owners, and the City Commission. Also, at the end of Phase 1 of the scope of services, WGI presented a design to the City that met regulatory requirements and addressed the City's and local stakeholder's expectations. These services included investigations of property and riparian rights, property ownership, surveying, title search, drainage, stormwater pump feasibility, geotechnical studies, high tide and King Tide effects, structural analysis of the proposed seawall and docks, underground utilities, roadway design, intracoastal waterway setbacks and restrictions, navigational (docking) restrictions, and environmental permitting investigations and restrictions.

Abacoa Town Center Master Planning, Palm Beach County, FL, FLF ATC, LLC, Landscape Architect. Tiffany served as a landscape architect on this project. The Abacoa Town Center was developed approximately 15 years ago as the central commercial district to support the overall Abacoa development. Over the years, the Town Center has lost many of its tenants and has lost the life that once filled the center. WGI was contracted to develop an overall master plan and detailed concept plans for key areas throughout the Town Center to help with the revitalization efforts. The overall design goal was to create a state-of-the-art destination for Abacoa communities and surrounding neighborhoods to experience local art, culture, music, fun and games in a safe, educational and family-friendly interactive environment which will reinvigorate life into the Town Center. The design process began with the client meetings and extensive research into successful downtown and town center developments. Ideas were generated and the overall program was developed. The program was then refined into one overall master plan and several detailed concept plans and renderings to convey the intent of the program and design.

Mounts Botanical Garden, Palm Beach County, FL, Mounts Botanical Garden, Landscape Architect. Tiffany served as a landscape architect on this project. WGI worked in collaboration with Harries Heder Collaborative to develop a tropical wetland garden that fulfilled a portion of Mount's Master Plan. This included incorporating artist's interactive installation pieces into an

intimate garden setting that would provide educational messages that fulfilled Mount's mission statement of encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment.

Kravis Center Expansion, Palm Beach County, FL, The Raymond F Kravis Center for the Performing Arts, Inc, Landscape Architect. Tiffany served as a landscape architect on this project. The Raymond F. Kravis Center for the Performing Arts is located in downtown West Palm Beach, Florida and is one of the premier performing arts centers in the Southeast. WGI provided planning, landscape architecture, environmental, civil engineering, and transportation planning services to expand the Dreyfoos Hall lobby, reconfigure the Dreyfoos Hall drop off and valet for Cohen Pavilion, which includes the new bus drop off area, a new access/entry off Okeechobee Boulevard, and improved pedestrian access between the Cohen Pavilion and Dreyfoos Hall. As well as assisting in designing the new plaza, water feature, landscaping and signage at the corner of Okeechobee Boulevard and S. Sapodilla Avenue, as well as new signage at the corner of Okeechobee Boulevard and Tamarind Avenue.

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# Tiffany May, PLA, LEED Green Associate

# **REGISTRATIONS:**

Professional Landscape Architect: North Carolina #2001, 2017

Professional Landscape Architect: Florida #LA6667274, 2016

# **EDUCATION:**

Bachelor of Architecture, Landscape Architecture-Clemson University, 2003

# **CERTIFICATIONS:**

**LEED Green Associate** 

### **AFFILIATIONS:**

American Institute of Architects American Society of Landscape Architects

United States Green Building Council

YEARS OF EXPERIENCE

TOTAL: 14 WITH WGI: 7



# PLANNING AND URBAN DESIGN

Angela has extensive experience in the management and design of a variety of projects throughout Florida. Her range of work includes mixed-use developments, transportation projects, and residential community design. Serving as a project manager, she is responsible for site and landscape design, manages projects through the local agency approval process and assists clients from concept through construction to ensure their design intent is maintained.

### RELEVANT EXPERIENCE

Alternate A1A Beautification, Palm Beach County, FL, City of Palm Beach Gardens, .WGl provided the City of Palm Beach Gardens with design services and grant assistance for the beautification of a one-mile segment of Alternate A1A from the Earman Canal to Burns Road. This project is follow up to a successful grant awarded to the City from FDOT in which WGI was instrumental in developing the grant documents, renderings, and cost estimates. Design services included providing landscape and irrigation enhancements to the medians and shoulders of Alternate A1A throughout this section, along with traffic control plans.

Kravis Center Expansion, Palm Beach County, FL, The Raymond F Kravis Center for the Performing Arts, Inc., Project Manager. The Raymond F. Kravis Center for the Performing Arts is located in downtown West Palm Beach, Florida and is one of the premier performing arts centers in the Southeast. The Kravis Center opened fully funded in 1992 and is a success story that provides communities worldwide with an example of a thriving performing arts center and a major community and economic catalyst. Set on 10.6 acres of property at the highest point in the city, the Kravis Center includes four venues the 2,195-seat Alexander W. Dreyfoos, Jr. Concert Hall, the flexible 289-seat Rinker Playhouse a black box theater the 170-seat Helen K. Persson Hall and the outdoor Michael and Andrew Gosman Amphitheatre with a capacity for 1,400 quests. Additionally, the Kravis Center's facilities include the Cohen Pavilion, which houses the Weiner Banquet Center including the Gimelstob Ballroom, The Elmore Family Business Center for the Arts and The Picower Foundation Arts Education Center, which includes Persson Hall and The Khoury Family Dance Rehearsal Hall. The Center also has a five-level parking garage. The number of events hosted annually has grown to more than 1,400, with attendance of more than 500,000 guests each year. In addition to the Center presenting acclaimed artists from every discipline, regionally based arts organizations present their seasons and call the Kravis Center their home including Miami City Ballet, Palm Beach Opera, and Palm Beach Pops. WGI is offering its planning, landscape architecture, environmental, civil engineering, and transportation planning services to expand the Dreyfoos Hall lobby, reconfigure the Dreyfoos Hall drop off and valet for Cohen Pavilion, which includes the new bus drop off area, a new access/entry off Okeechobee Boulevard, and improved pedestrian access between the Cohen Pavilion and Dreyfoos Hall. As well as assisting in designing the new plaza, water feature, landscaping and signage at the corner of Okeechobee Boulevard and S. Sapodilla Avenue, the new valet for Dreyfoos Hall on the northeast side, including multi-story parking deck in the location where the amphitheater is currently situated, new signage at the corner of Okeechobee Boulevard and Tamarind Avenue,



Angela Biagi, PLA, LEED BD+C

# **REGISTRATIONS:**

Professional Landscape Architect: Florida #6666787, 2005

Professional Landscape Architect: Illinois #157.001640, 2017

# **EDUCATION:**

Bachelor of Landscape Architecture, - University of Illinois, 2001

# **CERTIFICATIONS:** LEED BD+C

# **AFFILIATIONS:**

American Society of Landscape Architects

United States Green Building Council

# YEARS OF EXPERIENCE

TOTAL: 19 WITH WGI: 6

new ramp to the 3rd-floor parking deck on Iris Street, which includes the partial abandonment of Iris Street, as well as widening South Sapodilla to provide a northbound left-turn lane into the valet and extend the southbound right turn lane and a possible extension of the Okeechobee Boulevard eastbound left-turn lane.

Banyan Boulevard Phase II, Design and Contract Document Services, Australian Avenue to Flagler Drive, Palm Beach County, FL, City of West Palm Beach, Landscape Architect of Record. Angela led the urban design and was the landscape architect of record on the project. Banyan Boulevard functions as a gateway into downtown West Palm Beach for many government employees and residents. The corridor provides access to the waterfront and a connection to the heart of the downtown entertainment district. The goal of this corridor redevelopment was to create a vibrant street and a downtown gateway, prioritizing pedestrians and cyclists, and designed with alternative mobility infrastructure, as well as safe accommodation of automobiles. Typical roadway sections were developed to transform the corridor into a bicycle and pedestrian-friendly link.



# URBAN AND COMMUNITY PLANNING

Kristen is a senior project manager specializing in urban planning, community outreach, development services, public speaking, and leadership. Her planning experience includes development review, transportation, writing, and revising comprehensive plans, community redevelopment area plans, and land development regulations. She is a relationship builder with an eye for projects from all angles based on her experience in municipal planning and private sector consulting. Kristen has consistent success implementing planning processes that align with projected trends to promote sustainable growth and redevelopment. She is active in professional associations and engaged in multi-disciplinary learning and sharing for continued professional growth.

# RELEVANT EXPERIENCE

Community Redevelopment Area Osceola Park Neighborhood Plan Update, Palm Beach County, FL, City of Delray Beach, Senior Planner. Kristen provided her technical knowledge for the Delray Beach Osceola Park Community Redevelopment Area Neighborhood Plan update. The goal of this project was to determine if the current redevelopment strategies and development standards were still applicable, and to propose new neighborhood improvement actions, and redevelopment projects. Deliverables included a site inventory and analysis and an update to the Osceola Park Redevelopment Plan.

Major Thoroughfare Design Guidelines, Palm Beach County, FL, City of Lake Worth, Senior Planner. Kristen served as a senior planner on this project. In coordination with the urban design team, Kristen assisted in the preparation of a site inventory and analysis report, researched City policies and regulations, and provided quality assurance/quality control on the design guidelines document.

Mobility Fee, Miami-Dade County, FL, City of Miami Beach, Senior Planner. Kristen served as a senior planner on this project. In coordination with the transportation engineering staff, Kristen reviewed the comprehensive plan and land development regulations to prepare changes reflecting a new "mobility fee" in place of transportation concurrency. Also, she prepared a memo of parking reduction strategies suitable for Miami Beach and drafted the ordinance to revise the land development regulations for implementation of the mobility fee.

Impact Fee Review, Miami-Dade County, FL, City of Miami Gardens, Senior Planner. Kristen reviewed the City's current impact fee program in accordance with the 2019 Florida statutes. She developed recommendations for utilizing current fund balances and recommended studies needed to develop a rational nexus for future fee increases.

Building Permit Fee Review, Miami-Dade County, FL, City of Miami Beach, Senior Planner.

Kristen reviewed and prepared recommendations to the fee structure associated with issuance of the City's building permits and permitting process. This project engaged stakeholders from the development community and City staff to balance the needs of the applicants and the internal arrangements within multiple departments at the City of Miami Beach.

Comprehensive Plan Update, Broward County, FL, City of Lauderdale Lakes, Senior Planner. Kristen served as a senior planner on this project. To update the future land use and the recreation and open space elements of the City's comprehensive plan, Kristen assisted in the community outreach efforts and conducted surveys of residents. She also prepared BrowardNEXT-compliant revisions to the goals, objectives and policies, as well as updates to the data and analysis. The plan was streamlined with policies to create redevelopment sites.

Historic Preservation Fund, Miami-Dade County, FL, City of Miami Beach, Senior Planner. Kristen worked with City staff and the Miami Design Preservation League to develop a framework for grants to assist in preservation efforts and resiliency improvements to structures in the City of Miami Beach. Tasks included preparation of recommendations and presentations to the finance committee and Miami Beach City Commission.



Kristen Nowicki, AICP

# **REGISTRATIONS:**

American Institute of Certified Planners: #023382, 2007

# **EDUCATION:**

Master of Arts, Urban and Regional Planning - University of Florida, 2007 Bachelor of Science, Environmental Science -University of Florida, 1998

# **AFFILIATIONS:**

APA Broward Section (Chair)
American Planning Association
American Planning Association
Florida Chapter, Executive
Committee Member

YEARS OF EXPERIENCE TOTAL: 19

WITH WGI: <1

OFFICE LOCATION: FORT LAUDERDALE



# LANDSCAPE DESIGNER/INSPECTOR

Laura is a landscape designer whose experience has focused on projects for WGI's public-sector clients. She worked on numerous projects for the Florida Department of Transportation, as well as a variety of municipalities, including the City of West Palm Beach. Laura assisted in the development of the landscape and irrigation plans for the redevelopment of Banyan Boulevard as well as Currie Park. She is also an experienced irrigation designer and landscape inspector.

#### RELEVANT EXPERIENCE

Ranchette Lake, Palm Beach County, FL, Kennedy Homes, LLC, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI was retained by Kennedy Homes to design this zero-lot-line residential project in unincorporated Palm Beach County. Services will include planning, landscape architecture, and environmental review. This is the third adjacent property that WGI has been involved with along this corridor for three separate clients. All projects involved WGI being involved through the process from concept to completion.

Aviara Green (AKA Savannah Square), Palm Beach County, FL, MAG Real Estate & Development, Inc, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI has been contracted to modify the existing approval to increase the residential density on-site and redesign the site plan for a more efficient layout. The approval process will include the abandonment of the prior approval, as well as new zoning and site plan applications. The site is considered an infill development opportunity and will be a highly visible project along the Haverhill Road corridor. Because of this, careful attention will be given during the approval process to ensure the architectural and landscape aesthetic is an improvement to the surrounding area. In addition to planning services, WGI will be completing the landscape plans required for building permits, along with environmental and traffic engineering services.

Mizner Trail Boca Del Mar PUD, Palm Beach County, FL, Mizner IG, LLC, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI provided a scope of services for 128.89 acres located within the Boca Del Mar PUD at the northwest corner of SW 18th Street and Military Trail. The proposed development is to re-designated the golf course as residential and added 255 single-family and multifamily units located within seven pods.



Laura Collazos

# **EDUCATION:**

Bachelor of Landscape Architecture, Landscape Architecture-University of Florida, 2017

# **AFFILIATIONS:**

American Society of Landscape Architects

YEARS OF EXPERIENCE TOTAL: 3 WITH WGI: 3

Checker's Miami, Planning, Landscape Architecture, Environmental, Traffic Engineering, and Civil Engineering Services, Miami-Dade County, FL, Jessar, LLC, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI provided planning, landscape architecture, environmental, traffic, and civil engineering services for the development of a fast-food, drive-thru restaurant on 0.44 acres at 20630 S. Dixie Highway.

Flagler Station Development Application Process, Palm Beach County, FL, HTG Banyan, LLC, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI will provide planning, landscape architecture, environmental, traffic, and civil engineering services for 0.76 acres located at 951 Banyan Boulevard. The proposed development application will consist of approximately 80 multi-family units.

Banyan Boulevard Improvements from Tamarind Avenue to Olive Avenue - Phase I, Palm Beach County, FL, City of West Palm Beach, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. The City of West Palm Beach is embarking upon a transformation of the Banyan Boulevard corridor from Tamarind Avenue to Olive Avenue. With proper execution, this project will transform this roadway from what has historically been considered a dividing line between the northwest neighborhoods and the northern border of downtown West Palm Beach into a highly visible gateway into the downtown business district. To accomplish this task, the scope of services includes urban planning and design, traffic engineering and transportation planning, public outreach, topographic survey, geotechnical testing, signalization modification, photometric and lighting design, roadway design, construction sequencing, landscape architecture, and minor utility adjustments.

Westgate Final Streetscape Plan, Palm Beach County, FL, Westgate Belvedere Homes CRA, LANDSCAPE DESIGNER. Laura served as a landscape designer for this project. WGI facilitated meetings with Palm Beach County MPO and the Engineering Department to determine the appropriate approach to FSUTMS' travel demand forecast modeling. Following the completion of modeling, WGI will evaluate the impact of reducing travel lanes on Westgate Avenue to determine the final streetscape design.



# **ARBORIST**

Rick is responsible for upland and wetland determination, wetland delineation/permitting, maintenance and monitoring, due diligence for environmental assessment, tree mitigation, preservation, and relocation, regulatory compliance, and permitting. His responsibilities include GPS work, littoral and wetland plantings design, tabular tree lists, listed species surveys, preservation management plans, and preparation of permits and reports for clients and government agencies.

# RELEVANT EXPERIENCE

Sports Shooting Complex, Palm Beach County, FL, Florida Fish and Wildlife Conservation Commission, Arborist. Rick performed the environmental assessment and permitting for the project. The Florida Fish and Wildlife Conservation Commission's Palm Beach County Shooting Sports Complex is a 150-acre site that is located on the former Mecca Farms property, east of the J.W. Corbett Wildlife Management Area. WGI provided survey, environmental assessment, traffic engineering, site plan assistance, on-site engineering design, on-site water and sewer utilities design, off-site engineering design, permitting, assistance with bidding, and construction services. Challenging aspects of the project included an expedited design and permitting schedule, an environmentally sensitive area, poor groundwater quality, and varying hydraulic and hydrologic conditions. WGI's experienced staff was able to resolve the challenging issues through innovative design, existing relationships with the local regulatory agencies, and the utilization of resources to meet deadlines.

Village on the Green Environmental and Engineering Services, Seminole County, FL, Lifespace Communities, Arborist. Rick serves as an arborist for this project. WGI provided planning, environmental, survey, and engineering services for the expansion of this 50-acre adult living facility. The improvements included the expansion of the existing Village on the Green campus by adding 28 residential living villas, 36 assisted living apartments, an 18-unit memory support wing, a 60-bed replacement skilled nursing center, expansion of the residential living commons, and parking and access reconfigurations. The expansion was accommodated through the conversion and redevelopment of a portion of a former golf course.

Jones Creek Preserve, Palm Beach County, FL, Town of Jupiter, Arborist. Rick serves as an arborist for this project Jones Creek Preserve is an existing 1.34-acre conservation area located along Indiantown Road in Jupiter, Florida. Working with the Town of Jupiter, WGI prepared and permitted construction documents to accommodate new parking areas, access drive, and walkway constructed with previous concrete; picnic pavilion, and kayak launch area. WGI provided civil engineering, survey, structural, and environmental services.

Town of Jupiter Street Tree Inspections, Palm Beach County, FL, Town of Jupiter, Project Manager. Rick served as an arborist for this project. WGI's certified arborist provided services to

the Town of Jupiter for street tree impacts to underground utilities and infrastructure. The services included a field assessment of whether a street tree can be root pruned and saved or recommended for removal based on current and future impacts.

The Groves Development-Big Cypress Seminole Indian Reservation, FL, Seminole Tribe of Florida, Arborist. Rick serves as an arborist for this project. The Seminole Tribe of Florida (STOF) is developing approximately 890 acres, located west of Josie Billie Highway and north of West Boundary Road in Big Cypress Reservation the project consists of conceptual layout for a mixture of 1.5-acre home sites, single-family rental homes, and multi-family structures. There are also commercial business sites to be developed along Josie Billie Highway and other public facilities. The conceptual design included lot layouts, roadway layouts, drainage, and preliminary analysis for the provision of utilities. Engineering, permitting, and bidding of Phase 1 of the development is part of this effort, a 93-acre site previously approved for the location of the Ahfachkee School and now proposed for a mixed commercial and residential phase.



Richmond "Rick" Harman, Jr., CEP, PWS

# **EDUCATION:**

Bachelor of Science, Biology - Wake Forest University, 2002

# **CERTIFICATIONS:**

Certified Environmental Professional

FDEP Stormwater Management Inspector

FWC Authorized Gopher Tortoise Agent

ISA Certified Arborist

Professional Wetland Scientist

### **AFFILIATIONS:**

Florida Association of Environmental Professionals

YEARS OF EXPERIENCE TOTAL: 17

WITH WGI: 17



# LANDSCAPE-IRRIGATION/DESIGNER/INSPECTOR

Bryan is a designer with many years of experience focused on the landscape design of commercial, mixed-use, master planning, healthcare, resort, parks and recreation, trail systems, golf course and country club, aromatherapy gardens, production housing, and residential. Bryan has been responsible for design, construction documentation of hardscape/lighting/planting/irrigation, creating hardscape and planting details, hand and computer rendering and 3D modeling, writing specifications and project management/construction administration. He also has experience in transportation planning, including site planning, 3D modeling and CAD production for diverse projects ranging from healthcare-related facilities to the planning and design of transit-oriented facilities/development (street car design).

# RELEVANT EXPERIENCE

Polo Club Shoppes Landscape Architecture Services, Palm Beach County, FL, Jamestown P.C.S., L.P, Designer. Bryan was a hardscape designer for this project. WGI prepared final hardscape construction documents for a pedestrian walkway located at 5050 Champion Boulevard, Boca Raton.

Heron Estates Phase II, Palm Beach County, FL, HTG Heron Estates Family, LLC, Landscape Designer. Bryan was a landscape designer and provided construction administration for this project. WGI was hired in the development in Riviera Beach serving Riviera Beach Housing Authority and Housing Trust Group for design of eight multifamily buildings, clubhouse, recreational areas, travel aisles, parking lots, and more. This is the second phase of the Heron Estates development.



**CCRC Operations Corp**, **Designer**. Bryan was a hardscape and landscape designer for this project. WGI was hired to provide landscape architecture services, including the preparation of conceptual landscape and hardscape plans, design development, and the preparation of construction documents. WGI staff also provided representation and construction administration services.

Village of Palm Springs Park Connector Pathway Phase 1, Palm Beach County, FL, Village of Palm Springs, Landscape Inventory and Designer. Bryan provided landscape inventory and was an irrigation designer for this project. WGI was hired to provide landscape architecture, geospatial, and electrical design services for Phase 1 of the Village of Palm Springs Park Connector Pathway project. This phase consists of the southern side of Alemeda Drive, from Davis Road to the intersecting sidewalk, approximately 1,400 feet east of Davis Road.

Village of Palm Springs Park Connector Pathway Phase 2, Palm Beach County, FL, Village of Palm Springs, Landscape Inventory and Designer. Bryan provided a landscape inventory and was an irrigation designer on this project. WGI was hired to provide landscape architecture, survey, and electrical design services for Phase 2 of the Village of Palm Springs Park Connector Pathway project, which includes approximately 1.4 miles of Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Drive. The project also includes approximately 2600 feet of Greenbriar Drive from Davis Road west to Kirk Road and 600 feet of 10th Ave N heading east from Davis Road.

Wellington Green PUD-Wetland #5 Residential Development, Planning & Landscape Architectural Services, Palm Beach County, FL, Site Plan Designer. Bryan served as the site plan designer on this project. WGI was hired to provide planning and landscape services for approximately 17.62 acres located to the south and west of the existing Axis community within the Wellington Green development. The site falls within the Urban Services Boundary (USB) and was previously approved as part of the Wellington Green Development, more specifically as a wetland surrounded by an upland buffer.

Wellington Green MUPD-Wetland #3 Commercial Redevelopment, Planning & Landscape Architectural Services, Palm Beach County, FL, Brefrank Inc, Site Plan Designer. Bryan served as the site plan designer on this project. WGI was hired to provide planning and landscape services for approximately 3.89 acres located at the southeast corner of Forest Hill Boulevard and Olive Drive. The client wished to develop the property with a restaurant building and an additional outdoor dining area overlooking a lake.



Bryan **Jackman** 

# **EDUCATION:**

Bachelor of Science, Landscape Architecture-The Ohio State University, 2002

YEARS OF EXPERIENCE TOTAL: 18 WITH WGI: 4



# **GEOTECHNICAL**

Mark has over 25 years of experience in the construction industry. He has extensive experience in project management for all phases of construction. His expertise includes geotechnical engineering, environmental engineering, construction materials testing, building inspections, and roof testing/inspections. Under geotechnical engineer, he has extensive experience in soil exploration and design of deep and shallow foundation systems in all types of soils for projects ranging from swimming pools, multi-story buildings, roadway, ports, and airport projects. He also has experience in ground modifications including but not limited to vibro-flotation, vibro-replacement (stone columns), deep dynamic compaction, and pressure grouting. His deep foundation experience includes monitoring/inspection of auger cast piles, helical piles, pin piles, drilled shafts/caissons, and pile load testing.

# RELEVANT EXPERIENCE

Pompano Downtown Connectivity Project, Broward County, FL, City of Pompano Beach, Geotechnical Engineer. This project included two phases of geotechnical and hydrogeological exploration (SPT borings, exfiltration tests, auger borings) and laboratory testing (LBRs, organic content, sieve analysis, etc.) for new roadway widening, pipe beddings, drainage design, temporary shoring design, and dewatering.

Port Everglades Southport Container Yard, Broward County, FL, City of Fort Lauderdale, Geotechnical Engineer. This project included three phases of geotechnical and hydrogeological exploration (SPT borings, exfiltration tests, auger borings) and laboratory testing (LBRs, atterberg limits, organic content, sieve analysis, etc.) over two years for site development, structures/facilities, roadway, and drainage.

Honey Hill Drive, Broward County, FL, City of Miramar, Geotechnical Engineer. This project included geotechnical and hydrogeological exploration (SPT borings and exfiltration tests) for proposed roadway expansion.

American Generator Services Warehouse, Broward County, FL, City of Davie, Geotechnical Engineer. This project included geotechnical exploration (SPT borings and foundation recommendations) for the proposed warehouse building.

SW 13th Street and Flamingo Road Residences, Broward County, FL, City of Davie, Geotechnical Engineer. This project included geotechnical exploration (SPT borings and foundation recommendations) for four single-family residential homes.

Village at Crystal Lakes Commercial Buildings, Broward County, FL, City of Deerfield Beach, Geotechnical Engineer. This project included geotechnical and hydrogeological exploration (SPT borings and exfiltration tests) for the proposed four multi-story commercial buildings.



Mark **Mesiano**, **PE** 

# **REGISTRATION:**

Professional Engineer, Florida #48202

# **EDUCATION:**

Bachelor of Science, Civil Engineering-University of South Florida, 1990

# Certifications:

Florida DOT Pre-stressed Concrete Inspector Radiation Safety Officer and Instructor, PSI, Inc. Structural Masonry Nuclear Gauge Training and Safety, Earthworks Instrumentation, Inc.

YEARS OF EXPERIENCE TOTAL: 25

Parkland Bay Lake Reclamation, Broward County, FL, City of Parkland, Geotechnical Engineer. Mark was responsible for project management and quality assurance for the City of Parkland for converting an existing lake into residential home sites including oversight of dredging, surcharging to consolidate silt layers, wick installation, and settlement plates.

Carter Building, Palm Beach County, FL, City of Delray Beach, Geotechnical Engineer. This project included geotechnical exploration (SPT borings and foundation recommendations) for the proposed multi-story commercial building over parking.

Plantation Oaks Elementary (School "Z"), Clay County, FL, Geotechnical Engineer. Mark performed geotechnical exploration (SPT borings and foundation recommendations) for a new elementary school site.

Hotel Indigo, Duval County, FL, Project Manager. Mark was project manager of construction for the new hotel including monitoring of ground modifications (vibro-replacement/stone columns) foundations.

Crosstown Parkway Extension, Saint Lucie County, FL, Project Manager. Mark was project manager for construction materials testing including of onsite monitoring of pile driving at I-95 overpass.

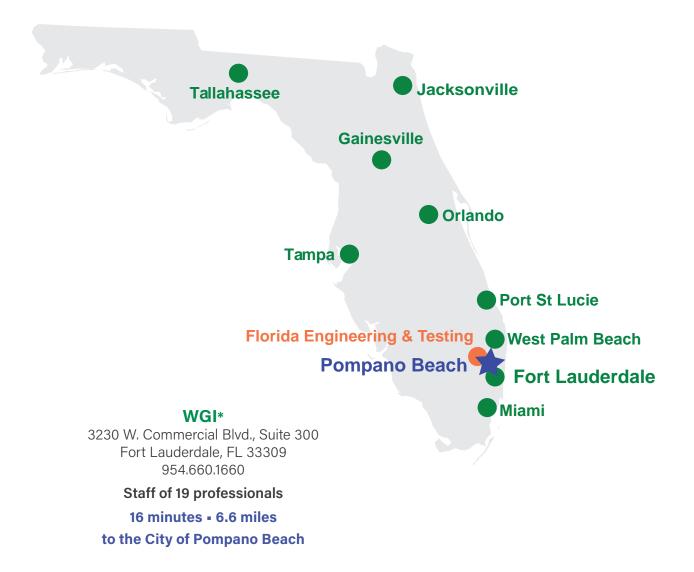


# OFFICE LOCATION





# **OFFICE LOCATIONS**



# WGI

2035 Vista Parkway West Palm Beach, FL 33411 561.687.2220

Staff of 214 professionals

# Florida Engineering & Testing, Inc.

(Geotechnical) 250 S.W. 13th Avenue Pompano Beach, FL 33069 954.781.6889

**Staff of 13 professionals** 

\*Office majority work will be performed.





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

Solicitation Number & Title: _	T-25-20 Continuing Contract for Landscape Architectural Services	Prime Contractor's Name:	WGI, Inc.
<del>-</del>		-	

	Contact Person,		Contract
Name of Firm, Address	Telephone Number	Type of Work to be Performed/Material to be Purchased	Amount or %
WGI, Inc. 2035 Vista Parkway, West Palm Beach, FL 33411	Jason Mihalovits, PLA, ASLA, LEED AP/561.713.1738	Landscape Architecture	100
Florida Engineering & Testing, Inc. 250 S.W. 13th Avenue, Pompano Beach, FL 33069	Christina Chang 954.781.6889	Geotechnical	TBD
·			

LOCAL BUSINESS EXHIBIT "A"

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

		T-25-20 Solicitation Number
TO:	WGI, Inc.	
10.	(Name of Prime or General Bid	der)
	ndersigned City of Pompano Bead ne above contract as (check belov	ch business intends to perform subcontracting work in connection v)
	an individual	x a corporation
	a partnership	a joint venture
	ndersigned is prepared to perform ter described in detail:	n the following work in connection with the above Contract, as
Geo	otechnical	
at the	following price: TBD	
		Florida Engineering & Testing, Inc.
	<u> </u>	(Print Name of Local Business Contractor)
		250 SW 13th Avenue
		(Street Address)
		Pompano Beach, FL 33069
		(City, State Zip Code)
		BY: Syponia (Signature)  Christine Chare  dis form MUST be by an authorized employee of Subcontractor
		(Signature)
IMPO	RTANT NOTE: Signatures on th	is form MUST be by an authorized employee of Subcontractor
and m	ust be uploaded to the Response	e Attachment Tab

**LOCAL BUSINESS EXHIBIT "B"** 



#### LOCAL BUSINESS EXHIBIT "C

#### LOCAL BUSINESS UNAVAILABILITY FORM

	BID#	
Ι,	(Name and Title	
	(Name and Title	
of	, certify that on th	eday of
,, I invite items to be performed in the	ed the following LOCAL BUSINES e City of Pompano Beach:	SES to bid work
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 inv	vitation
	Submitted a bid which was not the	he low responsible bid
	Other:	
	Name and Title:	
	Date:	

Note: Attach additional documents as available.

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

BID #\_\_\_T-25-20

Geotechnical	ontract have you identified as Local Business opportunities?
Did you provide adequ	ate information to identified Local Businesses? Please comment on mation.
	ified for local business is geotechnical and we cal business for this service.
•	otices to Local Businesses?
	No copy of the notice and the list of individuals who were forwarded cop
Did you advertise in loo	
YesX N	No opies of the ads, including name and dates of publication.
•	d you make to assist Local Businesses in contracting with you ?
TI	fied for local business is geotechnical and we
are teaming with a loc	cal business for this service.
are teaming with a loo	ses you will utilize and subcontract amount.
are teaming with a loo	
are teaming with a local List the Local Business	ses you will utilize and subcontract amount.
are teaming with a local List the Local Business	ses you will utilize and subcontract amount.  \$\text{TBD}\$

LOCAL BUSINESS EXHIBIT "D" – Page 2	
N/A	



# LITIGATION





## LITIGATION

CASE	SUMMARY	DATE FILED	STATUS
	ACTIVE CASES		
WGI v. Ranger Construction Industries Case No.: 2018-CA-003131	WGI filed suit for non-payment of professional fees due	03/2018	In Discovery
Community Asphalt Corp. v. WGI et al., Case No. 2018-CA- 029816	Disputed claims for alleged breach of contract and professional negligence in connection with the design and construction of the Interstate 75 Express Lanes (Segments A+B) project.	04/2018	In Discovery
RESOLVED CASES			
Hernandez v. Dragados USA, Inc. at al., Case No. CACE18002189	Traffic accident within the limits of the Interstate 75 Express Lanes (Segment E) project	01/2018	The case is ongoing but WGI was dismissed (2018)





# CITY FORMS





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

#### **EXHIBIT E**

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI#		

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

Name of Firm	Certificate Included?

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

#### PROPOSER INFORMATION PAGE

RFP,		
	(number)	(RFP name)
To: The City of Pompano Bea	ach, Florida	
stated subject to all instruction and conditions contained in t specifications, and fully under	ns, terms, cor he RFP. I he stand what is City and s	es to furnish the proposed services under the terms nditions, specifications, addenda, legal advertisement, ave read the RFP and all attachments, including the s required. By submitting this proposal, I will accept a such acceptance covers all terms, conditions, and
Proposal submitted by:		
Name (printed)		Title
Company (Legal Registered)		
Federal Tax Identification Nur	nber	
Address		
City/State/Zip		
Telephone No		Fax No
Email Address		

#### 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
X 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
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
My firm does not qualify as a Tier 2 Vendor.
certify that the above information is true to the best of my knowledge.
Florida Engineering & Testing, Inc.
ate)   Florida Engineering & Testing, Inc.   (Name of Firm)
BY: Syp (Name) (Mastre Char
Christine Chair

#### 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 LC	OCAL VENDOR
limits and	firm has maintained a permanent place of business within the city maintains a staffing level, within this local office, of at least 10 % esidents of the City of Pompano Beach.
	And/Or
limits and	firm has maintained a permanent place of business within the city my submittal includes subcontracting commitments to Local subcontractors for at least 10 % of the contract value.
	Or
	firm does not qualify as a Tier 1 Vendor.
TIER 2 LC	OCAL VENDOR
County an	firm has maintained a permanent place of business within Broward d maintains a staffing level, within this local office, of at least 15% esidents of the City of Pompano Beach
	And/Or
County an	firm has maintained a permanent place of business within Broward d my submittal includes subcontracting commitments to Local subcontractors for at least 20% of the contract value.
	Or
	firm does not qualify as a Tier 2 Vendor.
I certify that	the above information is true to the best of my knowledge.
.2020	WGI, Inc.
(Date)	(Name of Firm)
	BY: (Name)

# State of Florida

## Woman & Minority Business Certification

### Florida Engineering & Testing, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

10/24/2019



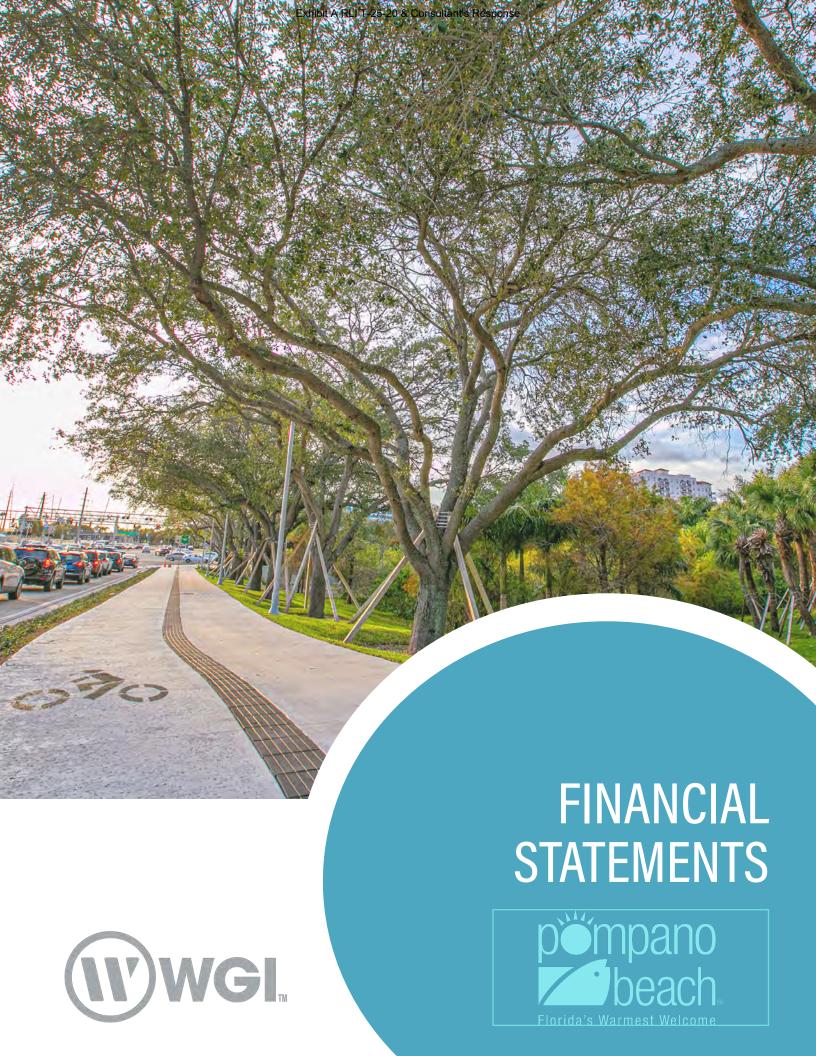
10/24/2021



Office of Supplier Diversity

Jonathan R. Satter, Secretary Florida Department of Management Services

> Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd



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A copy of **WGI's** confidential financial statements are included as a separate document.





## **INSURANCE**





**WGIINC** 

Client#: 25411

 $ACORD_{\scriptscriptstyle{\sqcap}}$ 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer any rights to the certificate holder in hea	or such endorsement(s).						
PRODUCER	CONTACT Katie Kresner						
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 860						
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: Katie.Kresner@greyling.com						
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: National Union Fire Ins. Co.	19445					
INSURED	INSURER B : The Continental Insurance Company						
WGI, Inc.	INSURER C : Commerce & Industry Ins. Co.	19410					
2035 Vista Parkway	INSURER D : Berkley Insurance Company	32603					
Suite 100	INSURER E :						
West Palm Beach, FL 33411	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

NSR LTR		TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY		4613985	08/01/2019		EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
4	AUT	OMOBILE LIABILITY		9775972	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
3	X	UMBRELLA LIAB X OCCUR		6049958687	08/01/2019	08/01/2020	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
		DED X RETENTION \$10,000						\$
С		RKERS COMPENSATION EMPLOYERS' LIABILITY		011569886	08/01/2019	08/01/2020	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A				E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liab			AEC903226000	08/01/2019	08/01/2020	Per Claim \$5,000,00	0
Incl Pollution							Aggregate \$5,000,00	00
	Lia	bility					-	

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

CERTIFICATE HOLDER	CANCELLATION
Evidence Of Coverage	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
	DAN. Cllings

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**WGIINC** 

Client#: 25411

 $ACORD_{\scriptscriptstyle{\sqcap}}$ 

#### CERTIFICATE OF LIABILITY INSURANCE

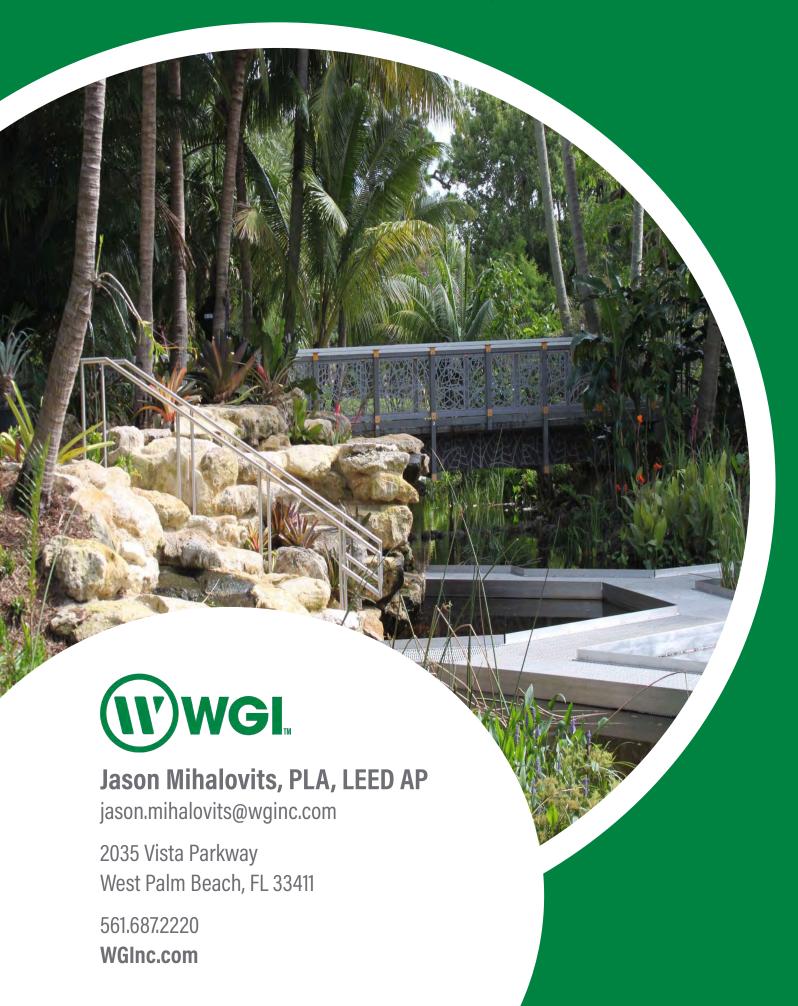
DATE (MM/DD/YYYY) 7/22/2020

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.

	SUBROGATION IS WAIVED, subject his certificate does not confer any rig							uire an endorsement. A	statem	nent on
PRO	DDUCER				CONTA NAME:	<sup>ст</sup> Katie Kr	esner			
Greyling Ins. Brokerage/EPIC					PHONE (A/C. No	o, Ext): 770.55	2.4225	FAX (A/C, No):	866.5	50.4082
378	80 Mansell Road, Suite 370				E-MAIL	<sub>ss:</sub> Katie.Kr	esner@gre	eyling.com		
Alp	oharetta, GA 30022				ADDIL	33.		FORDING COVERAGE		NAIC #
					INSLIDE	R A : Syndicat				IVAIO#
INSL	URED				INSURE			,		
	WGI, Inc.									
	2035 Vista Parkway				INSURE					
	Suite 100				INSURE					
	West Palm Beach, FL 334	11			INSURE					
CO	VERAGES CER	TIFIC	ATE	NUMBER: 19-20	INSURE	RF:		REVISION NUMBER:		
TI IN C E:	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH	OF QUIR PERTA POL	INSUI EMEN AIN, T	RANCE LISTED BELOW HAY T, TERM OR CONDITION OF THE INSURANCE AFFORDER LIMITS SHOWN MAY HAY	F ANY D BY T	CONTRACT OF HE POLICIES N REDUCED F	THE INSURED R OTHER DOO DESCRIBED I BY PAID CLAI	NAMED ABOVE FOR THE CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WH	HICH THIS
INSR LTR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR								-	
	- CCCOR							EACH OCCURRENCE	\$	
	GEAINIO-INIADE							AGGREGATE	\$	
	DED   RETENTION \$   WORKERS COMPENSATION							PER OTH-	\$	
	AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Cyber Liability			W16700190601		08/01/2019	08/01/2020	Limit \$2,000,000		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (	ACORI	O 101, Additional Remarks Sched	ule, may	be attached if mo	ore space is requ	ired)		
CFI	RTIFICATE HOLDER				CANC	ELLATION				
<u> </u>	JAIL HOLDEN				JAN	AIION				
Evidence of Coverage					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHO	RIZED REPRESE	NTATIVE			

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#### WGI, INC. FEE SCHEDULE EFFECTIVE DATE – JUNE 27, 2020

**Hourly Rate** 

	nourly Kate
ENGINEERING SERVICES	ф275 AA
Executive Engineer	\$275.00
Chief Engineer	\$250.00
Senior Project Manager	\$210.00
Principal Engineer	\$230.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$150.00
Senior Designer	\$145.00
Engineer	\$140.00
Senior Engineer Intern	\$130.00
Engineer Intern	\$100.00
Chief Designer	\$165.00
Designer	\$110.00
Field Engineer	\$165.00
Field Inspector	\$110.00
SURVEYING SERVICES	
Principal Surveyor	\$250.00
Senior Project Manager	\$200.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Photogrammetrist	\$150.00
Professional Surveyor	\$140.00
Survey Intern	\$100.00
Senior Survey Technician	\$140.00
Survey Technician	\$100.00
SUE Technician	\$100.00
2 Person Field Survey Crew	\$140.00
3 Person Field Survey Crew	\$180.00
4 Person Field Survey Crew	\$210.00
5 Person Field Survey Crew	\$265.00
2 Person SUE Crew	\$150.00
3 Person SUE Crew	\$200.00
4 Person SUE Crew	\$250.00
5 Person SUE Crew	\$300.00
Chief Utility Coordinator	\$210.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$130.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00
7 3 1 7	1

N. ANNAY ORNAY ORO	Hourly Rate
PLANNING SERVICES	\$275.00
Executive Planner	\$225.00
Principal Planner	·
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$85.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130.00
Designer	\$100.00
Entry Level Designer	\$85.00
ENVIRONMENTAL SERVICES	-
Executive Environmental Scientist	\$225.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist	\$180.00
Project Manager	\$135.00
Environmental Scientist	\$120.00
Environmental Technician	\$90.00
ARCHITECTURAL SERVICES	<u> </u>
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Architect Intern	\$100.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$350.00
GIS Technician	\$150.00
Administrative Assistant	\$75.00
REIMBURSABLE EXPENSES	<b>'</b>
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Plots, Black & White (each)	\$ 2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$ 7.50
All Third Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

#### **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.

Туре	e of Insurance	Limits of Liability					
GEN	NERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate					
* Pol	licy to be written on a claims incu	urred 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						
AUT	COMOBILE 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							
REA	L & PERSONAL PROPERTY	γ					
	comprehensive form	Agent must show proof they have this coverage.					
EXC	ESS LIABILITY	Per Occurrence Aggregate					
XX	Umbrella and other than umbrella	bodily injury and \$2,000,000 \$2,000,000 property damage combined					

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

Client#: 25411 **WGIINC** 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Katie Kresner					
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770.552.4225	AX /C, No): 866.550.4082				
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: Katie.Kresner@greyling.com					
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A: National Union Fire Ins. Co.	19445				
INSURED	INSURER B: The Continental Insurance Company	35289				
WGI, Inc.	INSURER C : New Hampshire Ins. Co.	23841				
2035 Vista Parkway	INSURER D : Berkley Insurance Company	32603				
Suite 100	INSURER E :					
West Palm Beach, FL 33411	INSURER F:					

**COVERAGES** CERTIFICATE NUMBER: 20-21 **REVISION NUMBER:** 

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

INSR LTR		TYPE OF INSU	IRAI	NCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	X COMMERCIAL GENERAL LIABILITY				4613985	08/01/2020	08/01/2021	EACH OCCURRENCE	\$2,000,000	
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
				_	_					MED EXP (Any one person)	\$25,000
					Λ	DE	DOVED			PERSONAL & ADV INJURY	\$2,000,000
	GEN	N'L AGGREGATE LIMIT A	APP	LIES PER:	A	PF	PROVED	197 N Q	}	GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT		LOC	B	/ Da	nielle Thorpe at 9:32	om. Jan (	05. 2021	PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:						, , , , , , , , , , , , , , , , , , ,	(, = )		\$
Α	AUT	OMOBILE LIABILITY					9775972	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO	_							BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY	A	CHEDULED UTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY	N A	ON-OWNED UTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
											\$
В	Χ	UMBRELLA LIAB	X	OCCUR			6049958687	08/01/2020	08/01/2021	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED X RETENTION	ON:	<b>\$10000</b>							\$
С		RKERS COMPENSATION EMPLOYERS' LIABILIT					011569886	08/01/2020	08/01/2021	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	\$1,000,000		
	(Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000		
D	D Professional Liab		Professional Liab		ofessional Liab AEC903850801		AEC903850801	08/01/2020	08/01/2021	Per Claim \$5,000,000	
	Inc	I Pollution								Aggregate \$5,000,00	00
	Lia	bility									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Pompano Beach is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10

days for nonpayment of premium) to the Certificate Holder.

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Pompano Beach Post Office Drawer 1300 Pompano Beach, FL 33061	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
	DAN. Glings

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	DESCRIPTIONS (Continued from Page 1)
law.	