CITY OF POMPANO BEACH, FLORIDA

PROFESSIONAL CONSULTING AGREEMENT

with

KCI TECHNOLOGIES, INC



Florida's Warmest Welcome

CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR VARIOUS CITY PROJECTS T-28-20

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 KCI Technologies, Inc., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

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

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

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

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. T-28-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Joe Gomez

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-28-20, 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. 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 <u>RecordsCustodian@copbfl.com</u>

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:

KCI Technologies, Inc. 4041 Crescent Park Drive Riverview, FL 33578

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

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

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

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

ARTICLE 30 – GOVERNING LAW

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

ARTICLE 31 - BINDING EFFECT

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

"CITY"

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By:______ REX HARDIN, MAYOR

(SEAL)

By:____

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONSULTANT"

KCI Technologies, Inc.

Witnesses:

Signature

RANDELL E. PRE JCOTT Name Typed, Printed or Stamped

Signature

Stanley Hindy Name Type, Printed or Stamped

STATE OF FLORIDA COUNTY OF HILLSB OR DUG HI

The foregoing instrument was acknowledged before me, by means of \Box physical presence or \Box online notarization, this 29^{TS} day of <u>Marcu</u>, 2021, by Bryan Lawson, as Vice President, of KCI Technologies Inc., a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me or who has produced NA (type of identification) as identification.

NOTARY'S SEAL:



By: <u>5</u> Bryan Lawson, Vice President

Dorolog & Bult NOTARY PUBLIC, STATE OF FLORIDA

DONOTHY JANE BURNETT (Name of Acknowledger Typed, Printed or Stamped)

9918278

Commission Number



CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST T-28-20

CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) 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 construction engineering inspection (CEI) 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), August 24, 2020.</u> 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: <u>https://pompanobeachfl.ionwave.net</u>. 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
- Functional Areas of Interest:

Civil Engineering (General), Water and Wastewater Engineering, Stormwater Engineering, Utilities Engineering (Subsurface Engineering), Surveying and Geographic Information Services (GIS), Geotechnical Engineering, Landscape Architecture, Mechanical Engineering, Structural Engineering, Traffic Engineering, Bridge Engineering, and Highways.

A. <u>Scope of Services</u>

The City intends to issue multiple contracts to professional firms to provide continuing CEI 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 Constructability Review at various phases of design, which may include but not limited to:
 - Determine appropriate construction durations and milestones.
 - Document the process of auditing the quality requirements, control measures and how compliance will be recorded. (Quality Assurance: QA)
- Provide General Inspection Services relative to Various Disciplines of Scope which may include but not limited to:
 - Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document.
 - Observe the Contractor's work to determine the schedule progress and the quality of the work performed.
- Provide Project Management Services on behalf of the City, which may include but not limited to:
 - o Act as an extension of the City's project management staff.
 - Monitor the Contractor's on-site construction activities and inspect materials entering the work site in accordance with the plans, specifications, and special provisions of the construction contract to determine that the projects are constructed in reasonable conformity with such documents.

B. <u>Task/Deliverables</u>

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. <u>Term of Contract</u>

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

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

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

e-Builder Enterprise[™] is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise[™] includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.

 Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise[™]. <u>The designated</u> <u>web-based application license(s) shall be provided by the City to the Prime</u> <u>Consultant and Sub-Consultants.</u> 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, substitution Requests and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise[™].

E. Local Business Program

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

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

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

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. Insurance

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

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

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

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

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

Throughout the term of this Agreement, CONTRACTOR and <u>all subcontractors or other</u> <u>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</u> <u>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

bodily injury and property damage

bodily injury and property damage

* Policy to be written on a claims incurred basis

- XX comprehensive form
- XX premises operations
- ___ 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 pro bodily injury and pro personal injury			
	sexual abuse/molestation	Minimum \$1,000,00	0 Per Occurrenc	e and Aggregate	
	liquor legal liability	Minimum \$1,000,00	0 Per Occurrenc	e and Aggregate	
AUT	OMOBILE LIABILITY:	Minimum \$1,000,000 Bodily injury (each pe Property damage, bo combined.	erson) bodily inju	ry (each accident),	
XX XX XX	comprehensive form owned hired				
XX 	non-owned				
REA	L & PERSONAL PROPERTY				
	comprehensive form	Agent must show p	roof they have th	is coverage.	
EXCESS LIABILITY			Per Occurrence Aggregate		
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000	
PRO	FESSIONAL LIABILITY		Per Occurrence	Aggregate	
xx	* Policy to be written on a clain	ns made basis	\$1,000,000	\$1,000,000	
(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.					
CYBER LIABILITY			Per Occurrence Aggregate		
	* Policy to be written on a clain	ns made basis	\$1,000,000	\$1,000,000	
 	Network Security / Privacy Liability Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate) Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products) Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.				

3. <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. <u>Selection/Evaluation Process</u>

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

Proposals will be evaluated using the following criteria.

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity:a. Number of similar projectsb. Complexity of similar projectsc. References from past projects performed by the firm	0-15
	 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: a. Organizational chart for project b. Number of technical staff	0-15

- c. Qualifications of technical staff:
- (1) Number of licensed staff
- (2) Education of staff
- (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15 a. Location
 - b. Number of staff at the nearest office
- 4 Current and Projected Workload

Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points

5 Demonstrated Prior Ability to Complete Project on Time 0-15

Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.

0-15 6 Demonstrated Prior Ability to Complete Project on Budget

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 Minoritv Florida Small and Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.)

0-10

0-15

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

NOTE:

7

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

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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

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

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

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

I. Hold Harmless and Indemnification

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

J. Right to Audit

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

indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

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

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

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

K. <u>Retention of Records and Right to Access</u>

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 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian

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

L. <u>Communications</u>

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

M. <u>No Discrimination</u>

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

N. Independent Contractor

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

O. <u>Staff Assignment</u>

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

P. <u>Contract Terms</u>

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. <u>Waiver</u>

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. <u>Termination</u>

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

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

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

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

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

U. <u>Acceptance Period</u>

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

V. <u>Conditions and Provisions</u>

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. <u>Standard Provisions</u>

1. <u>Governing Law</u>

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. <u>Licenses</u>

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. <u>Conflict Of Interest</u>

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. <u>Patent Fees, Royalties, And Licenses</u>

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. <u>Permits</u>

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. <u>Familiarity With Laws</u>

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

9. Withdrawal Of Proposals

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

10. <u>Composition Of Project Team</u>

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

11. Invoicing/Payment

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

12. Public Records

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

PUBLIC RECORDS CUSTODIAN

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

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

X. <u>Questions and Communication</u>

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

Proposal submitted by:	
Name (printed)	_ Title
Company (Legal Registered)	
Federal Tax Identification Number	
Address	
City/State/Zip	
Telephone No.	Fax No
Email Address	

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

PROJECT TEAM

SOLICITATION NUMBER

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge			
Project Manager			
Asst. Project Manager			
Other Key Member			
Other Key Member			

SUB-CONSULTANT

PRIME

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering		
Other Key Member		
Other Key Member		
Other Key Member		

(use attachments if necessary)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS 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 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





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

CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

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

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

Exhibit – Contractor Performance Report

RATINGS

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

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

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

Would you select/recommend this contractor again? _____ Yes _____ No

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

Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

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

Local Business Subcontractor Utilization Report Instructions

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

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

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

Solicitation # & Title:

Prime Contractor's Name: _____

Name of Firm, Address	<u>Contact Person,</u> <u>Telephone Number</u>	Type of Work to be Performed/Materials to be Purchased	Contract Amount

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 General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price:

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____

(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C" LOCAL BUSINESS UNAVAILABILITY FORM

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

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation #_____

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

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

3. Did you send written notices to Local Businesses?

____Yes ____No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

- 5. What type of efforts did you make to assist Local Businesses in contracting with you ?
- 7. List the Local Businesses you will utilize and subcontract amount.

	 	\$
	 	\$
Other comments: _	 	

LOCAL BUSINESS EXHIBIT "D"

CITY OF POMPANO BEACH

Continuing Contract for Construction Engineering Inspection (CEI) Services

Request for Letter of Interest No. T-28-20 August 24, 2020



KCI Technologies, Inc. ► Joe Gómez, PE 6500 N. Andrews Avenue ► Fort Lauderdale, FL 33309 (954) 776-1616 Joe.Gomez@kci.com



TABLE OF CONTENTS

Section	Page
Letter of Transmittal	1
Technical Approach	3
Schedule	10
References	11
Project Team Form	13
Organizational Chart	15
Statement of Skills and Experience of Project Team	16
Resumes of Key Personnel	32
Office Locations	55
Local Businesses	56
Litigation	61
City Forms	62
Reviewed and Audited Financial Statements	66
Insurance	67

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

August 24, 2020 Mr. Steve Stewart, General Services Director City of Pompano Beach 1190 NE 3rd Avenue Pompano Beach, Florida 33060

RE: Request for Letters of Interest No. T-28-20 • Continuing Contract for Construction Services

Dear Mr. Stewart:

The KCI Technologies, Inc. team (previously Keith & Schnars, PA) understands that to successfully serve as a professional construction engineering inspection (CEI) consultant for the City of Pompano Beach (City), we must commit qualified professionals with relevant experience, and possess the resources to complete a wide array of Task Work Orders (TWO) across the 25 square miles that encompass the City's jurisdiction. KCI knows this firsthand, since we have served on several municipal and FDOT D4 and D6 DW CEI Construction contracts. Through this experience and exposure to a wide variety of assignments, the KCI team is uniquely positioned to capitalize on recent and relevant lessons learned. The KCI team and its subconsultant partners Keith & Associates, Inc. (KEITH), Florida Engineering & Testing (FTE) (MBE), AE Engineering, Inc. (AE) (MBE/DBE), and Mehta and Associates, Inc. (Mehta) (DBE) are qualified in all services as per Section A, Scope of Services, and pledge to provide a responsive team with the technical expertise and resources to complete any TWO. Both KEITH and FTE are locally-based City of Pompano Beach firms. Given the concern of the spread of COVID-19, KCI has also taken actions to prepare for staff working from home or remotely. All of our work currently uses cloud-based computing. We have tools including ProjectWise, Share Point, BlueBeam, Zoom, Teams, Mimecast, and Cisco Jabber that allow us to share files and communicate effectively regardless of the location. Additionally, our field personnel are all supplied with proper protective equipment (PPE) per CDC and OSHA guidelines. We are confident that these tools will allow us to work seamlessly without any impacts to our normal efficiency, production and workflow should this be required.

UNDERSTANDING OF THE SCOPE OF SERVICES

This contract may require managing multiple TWOs involving CEI services for the City and CRA from projects derived from the Capital Improvement Plan (CIP) FY 2020-2024. TWOs will range in size and fees. Managing this contract will require that KCI implement its best management practices which have been refined and developed specifically for our continuing services Districtwide CEI contracts over the last 10 years.

KCI's Best Management Practices include:

1) Implementation of Contract-wide Scheduling and Resource Planning Application: Milestones are tracked with the ability to search/filter by activity, TWO, consultant, etc. KCl's Program Management System involves tools highlighted in our technical approach to assist the Project Manager and the City contract administrators effectively monitor the contract amendments, invoicing, encumbrances, and TWO expiration dates, while providing regular status updates at a moment's notice. This allows for a smarter, faster, and more strategic project planning, allowing the KCI Project Manager (KPM) and single point of contact Joe Gómez, PE to properly manage work demand and balance efforts across multiple active TWOs simultaneously.

2) Utilization of Contract-wide Cost Control Tracking Spreadsheets: KCI will monitor the budget of the entire contract on a weekly basis to ensure contractual limits are not being exceeded. In addition, the KPM will stay in close contact with City's Project Manager (PM) to ensure the contract and individual TWOs are properly funded using monthly cost control reports (CCR). These reports provide total fee versus monthly expenditures to ensure that sufficient funds are available during the life of the TWO.

3) Development of Contract-wide Quality Control Plan: KCI will develop and deploy to all our subconsultant partners a "Base Quality Control Plan" where elements of QA/QC that will apply to all assignments are defined to ensure a consistent approach by the entire team.

4) Leverage Technology and Innovation: Understanding the growing desire of the City and CRA to implement their CIP for critical infrastructure and safety projects, KCI is a technology-driven firm prepared and focused on delivering just that. Whether it be through its expertise in Total Station, mobile LiDAR data collection, or its scheduling analysis using Primavera P6, KCI will concentrate on conflict resolution at the lowest level to advance work, eliminate unneeded work, or reduce the amount of request for information (RFIs) needed to carry out construction projects of all sizes and complexities.

Execution of a TWO begins with the implementation of a successful project approach once a work request is received. Our project approach will include, at a minimum, the following critical steps to ensure success from TWO inception to execution. **Pre-NTP Activities: 1) Review of all existing documents and plans to fully understand project requirements. 2) Conduct a pre-scope meeting or field visit with appropriate City staff and assigned CEI personnel.** This step has proven to be successful in the development of the initial TWO scope. **3) Develop a comprehensive staff hour estimate based on clear scope understanding.**

Pre-Construction Phase Activities: 1) Develop an appropriate preliminary schedule specific to the assigned TWO based on the anticipated construction contract duration. Although the Contractor is responsible for the development of the construction schedule, based on experience, the development of the initial project schedule by the CEI team is one of the most important steps in ensuring the successful outcome of a given TWO. 2) Perform a detailed constructability review of the plans. If the review reveals potential issues that may arise in the field, such as utility conflicts not accounted for, tree removal inventories not provided, staging area issues, or rights of entries required, these will be brought to the attention of the City's PM prior to the start of construction, to adequately address any design modifications that may be required. 3) Special emphasis will be placed on any utility relocation work necessary. Ensuring that the proper utility relocation schedules and any joint project agreements are in place and fully permitted are key for successful on-time delivery of projects. 4) Pre-construction walk-through and video recording of projects. This process will memorialize the existing or pre-construction conditions of the project This record-keeping will ensure that any claims of damage to private property can be fully authenticated, and will also serve as tool if any entitlement claims are made by the contractor.

Construction Phase Activities: 1) Proper documentation using daily work reports (DWRs). The DWRs are a key part of the overall project documentation. They record the contractor's progress, weather conditions, and equipment and labor resources provided. These reports will be made available to the City's PM to provide a daily snapshot of the work progress. They will also serve as a tool for claims analysis, compensable or non-compensable time extensions. 2) Bi-weekly progress meetings. The progress meeting sets the tone for the progress of the project, including progress-to-date, two-week look-ahead and payments made to the contractor. It also addresses any EEO compliance issues, in the event federal funds are used on the project. 3) Inspection and materials testing. The KCI team will have trained CTQP-certified inspectors and senior inspectors overseeing the contractor's daily construction activities, ensuring that the project is built in conformance to the City's requirements, plans, and specifications. All material testing will be performed by appropriate personnel and verification and independent assurance will be performed as necessary to achieve full compliance within tolerances.

The following individual is authorized to make representations for the respondent:

Randell Prescott, PE, Vice President • 6500 N. Andrews Avenue, Fort Lauderdale, FL 33309 • Phone: (954) 776-1616 Email: Randell.Prescott@kci.com

POSITIVE COMMITMENT

Staying on or ahead of schedule, creating and executing safe practices and procedures, ensuring construction of a quality project that meets all the contract document requirements, and minimizing the impacts to stakeholders will be essential to the success of each TWO. KCl is firmly committed to applying our best management practices to every aspect of this important contract and will support this commitment with a comprehensive, proven Contract-wide Quality Control Plan. We are keenly aware of the City's missions to capitalize on cost savings and ensure efficiency to maximize taxpayers' dollars. KCls corporate management is in full support of this contract, and can confidently state that the KCl team will meet the City of Pompano Beach's needs and exceed all the City's expectations.

Thank you for the opportunity to present our project team for consideration for the Continuing Contract for CEI Services. We look forward to continuing building upon our relationship with the City of Pompano Beach.

Very Best Regards, KCI TECHNOLOGIES, INC.

Randell Prescott, PE Vice President

Joe Gómez, PE CM/CEI Practice Leader / Contract Manager

CITY OF POMPANO BEACH

TECHNICAL APPROACH

TECHNICAL APPROACH



The following is a detailed description of our technical approach to provide contract administration, project management, and controlling construction and CEI costs.

Contract Administration

The key to successful CEI projects starts with a detailed contract administration approach which consists of documentation, field inspection, and construction materials testing, as noted in the following items:

Preconstruction Conference: The KCI team will conduct the preconstruction conference and record the meeting minutes. Minutes will be issued within 72 hours of meeting attendance.

Biweekly Progress Meetings: A progress meeting will be held biweekly to provide timely interaction between the contractor, KCI staff, and City representatives. It will provide for review of plans, schedules, project progress, shop drawing submittals, and any other project-related issues or concerns. These meetings will be recorded, and meeting minutes prepared and distributed by KCI staff.

General Administration of Submittals: KCI will develop a log for all submission requirements of the contract. Types of logs that will be created include shop drawings, requests for information (RFI) (design), change orders for additional work, public complaint/inquiries, construction items needed to be completed, safety and MOT issues, requests for modifications (RFM), and any other tracking items of note. Each log will include an item number, brief description, submission date to KCI, date of resolution, and a brief overview of how the item was resolved.

Shop Drawing Process: A shop drawing submittal schedule will be developed and reviewed with the contractor. Review times, submission, and follow-up expectations/approvals will be noted. Coordination with the design engineer and follow-up will be performed by KCI's team. If a resolution meeting is required, KCI will coordinate a time and location with the required attendees. An agenda with the specific items of discussion will be provided prior to the meeting so all parties can prepare for the meeting and the items can be resolved quickly. **Documentation of Construction Progress:** KCI will work with the contractor to document and verify in-place quantities daily to ensure that the contractor's payment requests are processed in a timely manner and are in full compliance with the Florida Prompt Payment Act. We will maintain independent records of project quantities so that project closeout will occur in an expeditious manner. The monthly progress report provided to the City will include the components completed based upon the schedule of values established for the construction contract. It is our experience that prompt and accurate processing of contractor pay requests is an extremely important factor in maintaining a good working relationship with the project contractor(s).

Construction Schedule: Significant to any successful construction project is the preparation, review, approval, and monthly updating of a realistic baseline Critical Path Method (CPM) or bar chart schedule. KCI's extensive experience in the preparation, review, approval, progress updating, and reporting of schedules enables us to accurately determine the status of the project and to develop realistic workarounds when an item that may present a potential delay to the project is identified. Written notification will be made to the contractor accepting or noting any deficiencies and/or corrections that need to be made to the project schedule.

A review of the construction schedule will be performed and discussed during each of the bi-weekly progress meetings with the submission of at least a two-week look-ahead of anticipated construction activities from the contractor. Any variation from this schedule will need to be explained and recommendations made to correct.

The approved schedule will provide KCI and the City the management tools necessary to manage, control, and report the status of the work. The contractor will be required to submit a monthly CPM or bar chart schedule update for review and approval by KCI and the City. The schedule update will provide a continuous indicator of the status of the project, and will give an early warning of areas where corrective measures can be implemented before reaching the point where schedule recovery cannot occur.

General Construction Observation: Daily, the KCI team will maintain a complete and accurate record of all activities and events relating to the project. All work performed by the contractor will be recorded for construction means and methods, plus pay item verification purposes, and also documenting the construction process and day-to-day issues to ensure a detailed progress record for the project. Weather and field conditions of the work site will be noted on the daily reports.

Maintenance of Traffic: One of the most challenging aspects of any project will be MOT during all construction operations. We believe the safety of motorists and workers is the most critical component of the project. Our team will continually monitor daily MOT during construction and will communicate directly with the Work Zone Traffic Supervisor to ensure the contractor abides by the contract documents. KCI will communicate and coordinate all work activities with the contractor. Our team will hold MOT pre-services meetings to review all MOT requirements and restrictions prior to the start of any construction activity.

Site Condition Review: Daily reviews of the overall site condition, MOT, debris, erosion control, and any other significant construction impacts will be performed and documented. Continuous documented detailed review will be made of safety appurtenances, such as MOT, erosion control, permit requirements, and other notable concerns will be made independently. Weekly, or as needed, joint reviews of the site will be completed with a contractor representative.

Quality Control Testing and Inspection: KCI will have FDOT Construction Training and Qualification Program (CTQP)-qualified inspectors perform all materials testing and inspection requirements for earthwork, asphalt, and concrete. We have an established relationship and process with the materials and geotechnical testing laboratory, FTE.

Coordinate and Review of Testing Earthwork: We have successfully performed thousands of earthwork density tests and coordinated with numerous local testing laboratories. Verification of the testing results and follow up requirements will be documented in project and density log books.

Coordinate and Review Concrete Testing: Concrete mix designs will be reviewed for compliance with the contract documents. Concerns and questions will be coordinated with the City and Engineer of Record. Testing and cylinders will be taken in accordance, at a minimum, with the contract testing requirements. We will also coordinate additional cylinders as needed, and/or as requested by the contractor for their progress of work. Any failing test will be reviewed by a licensed Florida Engineer and recommendations made to the acceptance or rejection of the placed material.

Coordinate and Review Asphalt Testing: We will assign inspectors with asphalt experience and qualified under FDOT CTQP requirements, as the task deems necessary. Our senior inspector(s) will review the overall construction activities and perform the required sampling and testing. A pre-paving meeting will be held with the contractor to review the paving activities, testing requirements, mix design, and approach to the placement. We have significant experience coordinating testing and documenting the associated results in the log book. KCI also has experience in documenting failures and pay-factor adjustments if required by the contract documents.

Stored Materials: Our team will identify, inspect, and document all stored materials in accordance with the contract requirements and supplier recommendations. Any material on the site that requires plant inspection will be checked for the appropriate documentation and stamped prior to material placement.

Project Video and Photo Coordination: A video of the project prior to construction, during critical phases, and at completion will be provided. Daily photos of specific construction activities will be included and/or documented with the daily work activities.

Record Drawing Review: A review of all our tracking logs will be performed at the weekly progress meeting. Review of record drawings will be completed at least monthly.

Develop a Progressive List of Items Requiring Correction: We utilize a corrective action log to stay current of items that have not been completed. The log is sent to the contractor the day before the meeting to review and identify items that they feel have been completed. At the meeting, items are removed that are corrected or resolved from KCI's perspective.



Coordinate Interpretation Review: An important part of KCI's proposed management plan for our assigned tasks is to provide prompt responses to the contractor's field questions as they arise. This will permit progression of the project in a timely manner while verifying that the contractor complies with the construction contract plans and specifications. We previously noted above that an RFI log will be maintained and reviewed with the contractor at each progress meeting, thus ensuring subject interaction and attentiveness by both parties.

We will respond quickly (and in concert with the design Engineer of Record, if necessary) to all contractor initiated RFIs so as not to delay the project. As the project progresses, field adjustments will be updated in the as-built plan set as they occur.

Change Orders: A change order will also have an independent tracking mechanism to ensure changes are processed in accordance with the City's procedures. The tracking system will include a timeline of the submittal, resolution, payment and processing to ensure all items required have been completed.

Review and Process of Progress Application Payments: The main obligation that KCI will have to the City will be to monitor the contractor's work activities to ensure they meet the requirements outlined in the contract documents. This must be accomplished while ensuring the project is delivered timely and within budget, while adhering to the specific project schedule of values bid by the contractor. We will also ensure documentation and progress payments are accurate and timely.

KCI has a well-established process of documenting the contractor's daily work progress through daily work diaries and reports. Tracking and documenting the activities that are being completed daily is critical to ensuring that the City is only paying for the work completed, and also substantiating prompt and fair payment is made to the contractor for completed work minus any retainage. Documentation and verification of deficient work and materials aids in determining if proper payment is being made to the contractor. Lastly, stored materials and the appropriate backup documentation is provided by the contractor prior to the payment application being created so the stored materials can be paid for per the contract documents.

The project closeout process is the final step in the construction phase. The ease and ability to quickly closeout a project is directly related to the thoroughness of the documentation process as the project reaches completion. KCI's thorough process has permitted expeditious closing of countless construction projects with an error free, accurate final payment and timely final as-builts provided to the City.

Review Substantial Completion Submittal: The proper documentation and logs created during the construction phase of the project pays dividends during the project closeout. The first step is to ensure all work associated with the project has been completed. The logs and spreadsheets that have been mentioned throughout this section confirm that the work is completed, and nothing is missed. Each log will be reviewed and checked to make sure the item has been completed or closed out. KCI will develop a checklist of the required closeout documents and have a pre-closeout meeting with contractor to review.

As-built documentation from field verification is also an important part of the closeout process, but the effort to verify that all changes are captured must be completed as the modifications occur.

Conduct Substantial Completion Inspection: KCI will coordinate a substantial completion inspection. A general practice for KCI is to hold a 90% walk-through with all key stakeholders; therefore, the actual substantial completion review can be expedited. We will work with the City project manager to identify the key stakeholders to be invited to the walk-through meeting. The list may be extensive depending on the complexity of the project. KCI will perform an independent substantial completion inspection to identify and have as many items corrected as possible to expedite the actual inspection.

Substantial Completion Punch List: A punch list of items needed to be corrected or completed will be drafted within two days of the walk-through and sent to all stakeholders for comments and suggestions. The list will then be sent to the contractor for completion within the expected completion date.

Prompt Claim Resolution: KCI has been an active, fair, and resourceful partner with contractors; utility companies; national, state, and local permitting agencies; state and local law enforcement agencies; and local government emergency agencies in the successful resolution of claims. We will work within the hierarchy of the project to resolve problems as they occur, in the best interests of the City.

Document Project Warranties: A spreadsheet of warranties will be started when each item under warranty is being installed. The list with appropriate backup will be included in the closeout paperwork.

Review Final Completion Submittal: The final submission documents will be reviewed for compliance with the contract documents. The list developed earlier with the contractor and the City in the closeout documents will be reviewed as a checklist to ensure all documents are included.

Conduct the Final Inspection: A final inspection will be scheduled with the contractor and the City after KCI has performed an independent review. All checklists will be included in the final review to double check that all items have been completed in accordance with the contract documents.

Recommended Final Payment: The final estimate process begins prior to any work by the contractor on the project and is based on thorough planning for the final field records. Preparation of field books, material ledgers, project files, verification of density log books, and pay item logs will be accomplished early by KCI's inspection and project administration personnel. During the construction period, the final estimate will be constantly updated, and calculations will be double-checked. In addition to the checks performed by project personnel, semi-annual Quality Assurance Reviews (QAR) of final estimate compliance will be performed by independent KCI staff at no cost to the City.

Stormwater Pollution Prevention Plan (SWPPP): All members of our CEI team have FDEP Stormwater Certification. The inspection staff will oversee the contractor's SWPPP, ensuring the correct placement of all the different methods to control erosion and pollution from construction activities. Weekly inspections will be conducted, and if any remedial action is required, the contractor will be notified that corrective action is needed. Follow-up inspections will be performed to ensure appropriate corrective measures were taken.

Project Management

KCI plans to follow a project management plan based upon the principles emphasized by the Project Management Institute (PMI). Our senior project engineer will be responsible for ensuring that the KCI team follows the project management plan. A good project management plan is accomplished through the application and integration of the following phases: project initiation, pre-services planning, project execution, progress monitoring and controlling, and project closeout. These phases can be summarized as the PLAN-DO-CHECK-ACT process.

Project Initiation: Once negotiations with the City are complete and an agreement for CEI services is executed, completing the scope of services for the agreed upon amount will be KCI's primary responsibility.

Our aim in undertaking work is that changes in the total contract amount should not occur unless there is a significant change of events beyond KCI's control, or a major change in scope or direction agreed upon in advance by the City. In these constrained budgetary times, we will continually strive to meet our initially agreed-upon cost commitments to the City, providing innovative solutions that meet the project goals while keeping project costs to a minimum.

Pre-Services Planning: The initial accurate estimation of both construction costs and activity durations are key elements in meeting our commitments to project schedule and budget.

As early as possible in the assignment of a project (and in close cooperation with the City project manager), KCI will develop a project specific Work Breakdown Structure (WBS) and deliverables task list for the construction of the project. Utilizing software tools such as Primavera Project Planner (P6), KCI will estimate the durations and interrelationships between these tasks to determine the critical path for completion of the project. Once we identify the critical path tasks, we develop a contingency plan that will provide alternative ways to expedite these tasks in order to maintain the project schedule, with an eye toward early completion of critical path activities.

Project Execution: This phase integrates the professional staff and other resources to carry out the project. Our team members (including our subconsultants) have worked together on many of the construction projects the firm has undertaken. A key strength of the KCI team organization for this contract is that we have partnered with outstanding organizations to provide a broad team with significant combined resources.

Progress Monitoring and Controlling: According to the PMI, the monitoring and controlling process consists of observing the project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project.

Project Closeout: The closeout phase includes the processes used to formally terminate all the activities of a project or a project phase, hand off the completed construction project to the City, and close the project. KCI will make sure that all the deliverables specified in the scope were met, achieved, and accepted by the City.

On a regular basis, monthly at minimum, we will review the contractor's updated schedule to evaluate progress of actual vs. planned activities, review schedule logic and sequencing to assure that phasing and workflow is appropriate, and look for opportunities to expedite progress. We will evaluate any logic revisions and ensure that any changed conditions are accurately reflected in schedule updates. If a contractor is seeking additional time or has given notice of a potential claim, KCI's project management staff will determine validity of claims based on actual critical path impacts, schedule logic, and reasonable accommodations that may be implemented to mitigate delays. Schedules will be reviewed and agreed upon at every bi-weekly contractor coordination meeting, and formal schedule reviews will occur monthly.

Controlling Construction/CEI Cost

Regardless of the project scope, size, or complexity, there are common practices that move projects forward by coordinating and expediting elements while ensuring high-quality. KCI has invested significant time and energy in training project managers to value, learn, and apply these practices. That is the basis our Project Delivery System, which is what our project managers use to deliver successful, well-coordinated, and fastpaced projects.

When a schedule changes or the scope of work changes but the schedule does not, there are consequences. Our staff are accustomed to juggling multiple assignments at once and thrives on working in a busy environment. Our staff are conditioned to recognize that peak production times may require longer work days, but we also recognize that working longer hours is not always the answer to efficient project delivery. Our workload management and forecasting tools—combined with our large staff pool and culture of flexibility and responsiveness—allow us to successfully respond to changing conditions to meet schedule while maintaining quality.

Initially, KCI will establish a cost-loaded work schedule once the contractor's baseline CPM/bar chart schedule is approved for the construction phase, as well as the CEI aspect. We will provide a project-specific inspection schedule based upon the contractor's activities. We will then compare the costs and budget to ensure it meets the negotiated budget. We will review this plan with the City's project manager and review for efficiencies and cost savings. The agreed upon plan will be how we manage the TWO. It is our goal to meet the City's expectations with budget and schedule.

KCI will then provide an analysis of project progression with each month's invoice. The analysis will review the construction time, the contractor's budget, and amount billed to date for both the contractor and KCI. We will provide a brief narrative of both contractor and consultant progress, with percentages of time and total costs to date. We will also include a graphical representation of the time and expense. The information can be reviewed quickly to identify any anomalies. If the project is falling behind schedule or exceeding budget, a corrective action plan will be established and reviewed with the City's project manager.



SCHEDULE

SCHEDULE

Understanding that the City's Continuing Contract for Construction Engineering Inspection (CEI) Services is a task order-based contract, the table below depicts a typical timeline for the set-up of a standard CEI TWO. We also understand that, if awarded a task order under this contract, we will be required to provide a more detailed schedule at that time.

	TIME (IN WEEKS)									
TASK		1	2	2	3	;	4	1	Ę	5
Project Set-Up										
Initial Site Visit										
Scope and Fee										
Constructability and Bidability Review										
Preconstruction Activities										
Notice to Proceed/Commencement of Work										

REFERENCES

REFERENCES

CITY OF DORAL

Carlos Arroyo, CFM - Public Works Director (305) 593-6740

Carlos.Arroyo@cityofdoral.com

NW 52nd Street Resurfacing and Bike Lanes Project: This project involved the excavation and installation of new drainage structures, existing tree relocations, new landscaping, replacement of concrete sidewalk, curb and gutter, milling and resurfacing of existing pavement including new bike paths, upgrading of existing signalization and roadway lighting relocations, and updating of existing school crossing beacon system at John I. Smith K-8 school on NW 52nd Street and NW 102nd Avenue.

Project CEI Cost: \$212,000

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4

Yviens Jean-Pierre, PE (954) 940-7611

vveins.jean-pierre@dot.state.fl.us

SR A1A from SR 816/Oakland Park Boulevard to Flamingo Avenue: SR A1A was full reconstruction from Oakland Park Boulevard to Flamingo Avenue wholly within the City of Fort Lauderdale. The project included new sidewalks curb and gutter, median reconstruction and new drainage system and extensive coordination with area businesses and residents.

Project CEI Cost: \$1,975,269

HILLSBOROUGH COUNTY

David Vogel, PE (813) 508-1365 vogeld@hillsboroughcounty.org

CR 581 (Bruce B. Downs Boulevard), Bearss Avenue to South of Palm Springs Boulevard: The \$36 million Bruce B. Downs (CR 581) Segment A Roadway Reconstruction project was constructed with federal financial participation through FDOT. The project consisted of construction improvements to Bruce B. Downs Boulevard from a four-lane rural roadway to an eight-lane urban roadway (3.5 miles), sidewalk construction, multi-use path reconstruction, one replacement and one bridge widening over Cypress Creek, side-street connections, offsite storm drainage ponds, retaining and gravity walls with handrails, signing and pavement markings, removal of existing signalization and construction of mast arm signal systems, landscaping, installation of various water lines, sewer mains and utility relocations.

Project CEI Cost: \$4.1 million

PREVIOUS WORK FOR THE CITY OF POMPANO BEACH

KCI (previously known as Keith & Schnars) has completed many projects for the City of Pompano Beach in various capacities throughout its 47-year history in South Florida. Please see the list below for projects that date back to the early 2000s.

- Mitchell Moore Park
- Pompano Beach Amphitheater
- Atlantic Boulevard Overlay District
- Atlantic Boulevard/CPTED Enhancement
- City of Pompano Beach Park Program
- East Pompano Beach Community Redevelopment Plan and Atlantic Boulevard Overlay District
- Pompano Beach Local Activity Center CUP Amendment CRA
- Pompano Community Park
- Atlantic Boulevard Streetscape



PROJECT TEAM FORM

PROJECT TEAM FORM

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

PROJECT TEAM

SOLICITATION NUMBER T-28-20

PRIME

Federal I.D.# 52-1604386

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	Randell Prescott, PE	28	BMBA/Business Administration BS/Civil and Environmental Eng.
Project Manager	Joe Gómez, PE	42	BS/Civil Eng Technology AA/Pre-Engineering
Asst. Project Manager	Jorge Ortiz, PE	35	BS/Civil Engineering
Other Key Member	Ramon Llana, El	35	BS/Civil Engineering AA/Civil Engineering
Other Key Member	Hector Laguna	14	BS/Civil Engineering

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	Keith and Associates, Inc. 301 E. Atlantic Blvd. Pompano Beach, FL 33060	Michael Mossey, PSM Timothy Gray, PSM Mark Mitchell
Landscaping	KCI Technologies, Inc. (prime) 6500 N. Andrews Ave. Fort Lauderdale, FL 33309	Chris Miller, RLA, ISA, et al Todd Reich, ISA, FNGLA, LIAF
Engineering	KCI Technologies, Inc. (prime) 6500 N. Andrews Ave. Fort Lauderdale, FL 33309	Robert Zuccaro, PE
Other Key Member	Florida Engineering and Testing, Inc. 250 SW 13th Ave. Pompano Beach, FL 33069	Mark Mesiano
Other Key Member	AE Engineering, Inc. 4152 W. Blue Heron Blvd., #120 Riviera Beach, FL 33404	Youslanda (Denise) Darrisaw Andres Atehortua Elia Omar
Other Key Member	Mehta and Associates, Inc. 7240 W. Woolbright Rd., Suite 347 Boynton Beach, FL 33426	Jigar Shah Tamara Genius <u>Kurtis Hedrick</u> Mohammed Muayad

(use attachments if necessary)

PROJECT TEAM FORM - CONTINUED

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

PROJECT TEAM

SOLICITATION NUMBER T-28-20

PRIME		Federal I.D.# <u>52</u>	-1604386
Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge			
Project Manager			
Asst. Project Manager			
Other Key Member	Paul DiPaola	18	SUNY Farmingdale
Other Key Member	Saul Franco	5	BS/Civil Engineering

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering		
Other Key Member	AE Engineering, Inc. 4152 W. Blue Heron Blvd., #120 Riviera Beach, FL 33404	Jeffery Archer Ralphy Diaz Oscar Fuguet
Other Key Member		Wilmer Sanabria
Other Key Member		

(use attachments if necessary)

ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

Our organizational chart shows KCI's basic approach to this contract. Our project manager is responsible for the coordination of separate components of the scope of services. When a task order is assigned, our project manager will review the scope in its entirety, and communicate with each team member about their duties on the project. Our team will be responsible for their portion of the scope, including the team that works underneath them. All team members will report to the project manager for the duration of each task order for which KCI is responsible.



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

While many firms consider construction services to be ancillary, we consider them indispensable. KCI's CEI staff boasts work experience in municipal public works, as well as private sector construction. Our experience includes public and private roadways, bridges, buildings, and infrastructure such as water treatment plants and water and sewer mains. Every design team has an inspector embedded within it, providing quality control and construction expertise. The integration of our inspectors with our design team allows us to reduce project change orders and manage construction costs better than our competitors.

During project construction, our FDOT CTQP-certified personnel play a pivotal role by providing communication between contractors, design engineers, project proponents and oftentimes, the public. Consistent with all of our service offerings, our construction management/CEI staff fosters respect among all parties on a construction site to achieve the common goals of an on-time and on-budget project completion.

Specific services include:

- Construction Document Development
- Construction Cost Estimating
- Bidding Assistance
- Resident Engineering
- Project Administration Services
- Periodic Site Observation

Daily CEI Inspection Services

The proposed KCI team members for this project have been working in the local area for well over 10 years providing support for municipality projects. We have relationships with many of the local government entities, contractors, and consultants that will be involved in future work. We will draw upon these relationships and experiences to promote open communications among the many project stakeholders, therefore facilitating project success. Our team has tremendous knowledge of the local area, with a wealth of experience in local roadway construction. The key characteristics that set our team apart from others and that will enable us to overcome potential project challenges include:

- Extensive CEI experience with roadway, bridge, seawall, drainage, sidewalk, intersection improvements, utilities, signalization, ITS and a variety of specialized inspection work such as coatings, cathodic protection, underwater inspection and building structures.
- Local staff, living within the coverage area of the City sector, who are intimate with the area and have established relationships with key stakeholders. Our core team has a wealth of experience developing a rapport with adjacent property owners and businesses.
- Experience in managing and providing staff on CEI and task-driven contracts.
- Proven established financial systems to accurately bill and track numerous tasks at one time.
- A sizeable and comprehensive team with a variety of skill sets which will allow us to draw upon redundant resources to meet any need the City may require.

The KCI team will deliver cost-effective projects, with quality results, while maintaining the City's high standards of excellence. Also, the specialized skill sets of our teams' various member firms will greatly strengthen our performance.

KNOWLEDGE OF ON-CALL CONTRACTS

Successful delivery for any on-call contract requires a team that has the expertise to address any project, meet all expectations and reach successful completion under any schedule needed, including multiple possible assignments at the same time. KCI has this expertise and is uniquely qualified to fulfill this contract. We have contributed to a wide range of projects throughout the state of Florida – from mega-construction endeavors, valued at over \$200M, to small culvert replacement, pavement rehabilitation, and bicycle/pedestrian facility designs.

We pride ourselves on being adaptable and responsive to the needs of our clients. We have the flexibility to fashion our approach to meet all technical and non-technical requests; the ability to immediately "pivot" when conditions change; and can call upon our vast resources to fit any scheduling commitment. Please see the Past Performance section of this proposal for KCI's specific contract experience.

Our existing and proven team is AVAILABLE immediately to meet any future survey and mapping needs the City may have. Given our current and projected workloads, KCI can and will provide the personnel and resources required to support the City of Pompano Beach.





PROJECT-SPECIFIC EXPERIENCE



SR 84 DRAINAGE IMPROVEMENTS, MILLING, RESURFACING AND SIGNALIZATION

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT ONE

Project Description

a bike lane in each direction and a raised median. The work includes major improvements to the existing drainage system, new curb and gutter, sidewalk, and backfilling of existing median with a 12-inch top finished prepared layer for future landscape. Other major work activities include American Disability Act (ADA) compliance, lighting, signalization, signage and pavement markings. The scope of construction for this project is to restore the condition of the asphalt pavement, improve existing drainage, add bike lanes and sidewalk in compliance with ADA regulations, improve signalized intersections, and install new lighting. This project is set to be completed on time and within budget.

This project entails the milling and resurfacing of approximately one-mile of roadway as well as widening for this four-lane facility, which includes

Project Location Initial Contract Award Initial Construction Cost Initial Design Fees Project Status Staff Team Client Contact Collier County, FL \$279,000 \$3,710,069 \$616,022 Completed 2017 Joe Gómez; Jorge Ortiz Leighton Elliott, PE / (239) 985-7869



SR 82 FROM ALABAMA ROAD TO HENDRY COUNTY LINE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT ONE

Project Description

Project Location Initial Contract Award Initial Construction Cost Initial Design Fees Project Status Staff Team Client Contact The project entailed a total reconstruction of 6.6 miles of SR 82 from Alabama Road to the Hendry/Collier county line, widening from two lanes to a four to six lane divided highway. Work also included sampling and testing, inspection, installation of new drainage system, bridge improvements, de-mucking of unsuitable materials, installation of sidewalk and multiuse paths, and excavation and embankment construction of 2.75 miles of the Hendry Canal from SR 82 headed north. This project was completed on time and within budget.

Collier County, FL \$3,600,000 \$44,539,372 \$5,519,394 In Progress Joe Gómez; Jorge Ortiz Leighton Elliott, PE / (239) 985-7869





SR A1A FROM SR 816/OAKLAND PARK BOULEVARD TO FLAMINGO AVENUE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR

Project Description

Project Location Initial Contract Award Initial Construction Cost Initial Design Fees Project Status Staff Team Client Contact SR A1A was full reconstruction from Oakland Park Boulevard to Flamingo Avenue wholly within the City of Fort Lauderdale. The project included new sidewalks curb and gutter, median reconstruction and new drainage system and extensive coordination with area businesses and residents.

Fort Lauderdale, FL \$1,239,633 \$9,297,344 \$1,975,269 Completed 2017 Joe Gómez; Jorge Ortiz; Hector Laguna; Paul DiPaola Yveins Jean-Pierre, PE / (954) 940-7611



NW 52ND STREET RESURFACING & BIKE LANES PROJECT

CITY OF DORAL

Project Description

CEI services for excavation and installation of new drainage structures, existing tree relocations, new landscaping, replacement of concrete sidewalk, curb and gutter, milling and resurfacing of existing pavement including new bike paths, upgrading of existing signalization and roadway lighting relocations, updating of existing school crossing beacon system at John I Smith K-8 School area on NW 52nd Street and NW 102nd Avenue area.

Project Location Initial Contract Award Initial Construction Cost Initial Design Fees Project Status Staff Team Client Contact Doral, FL \$142,600 \$3,000,000 \$212,000 Completed 2017 Joe Gómez; Jorge Ortiz; Ramon Llana; Hector Laguna Carlos Arroyo, CFM / (305) 593-6740



NE 13TH STREET CEI SERVICES FROM NE 4TH AVENUE TO NE 8TH AVENUE

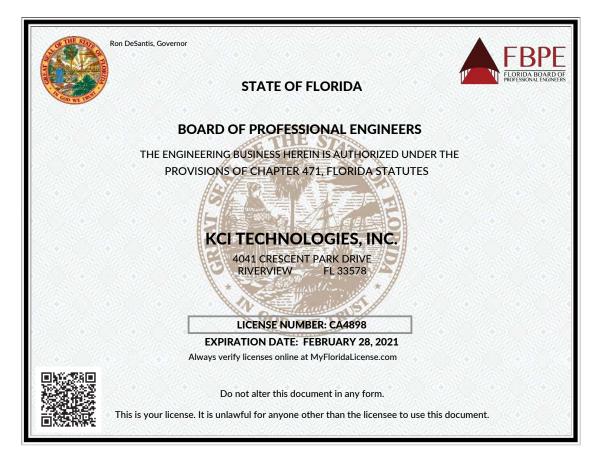
CITY OF FORT LAUDERDALE

Project Description

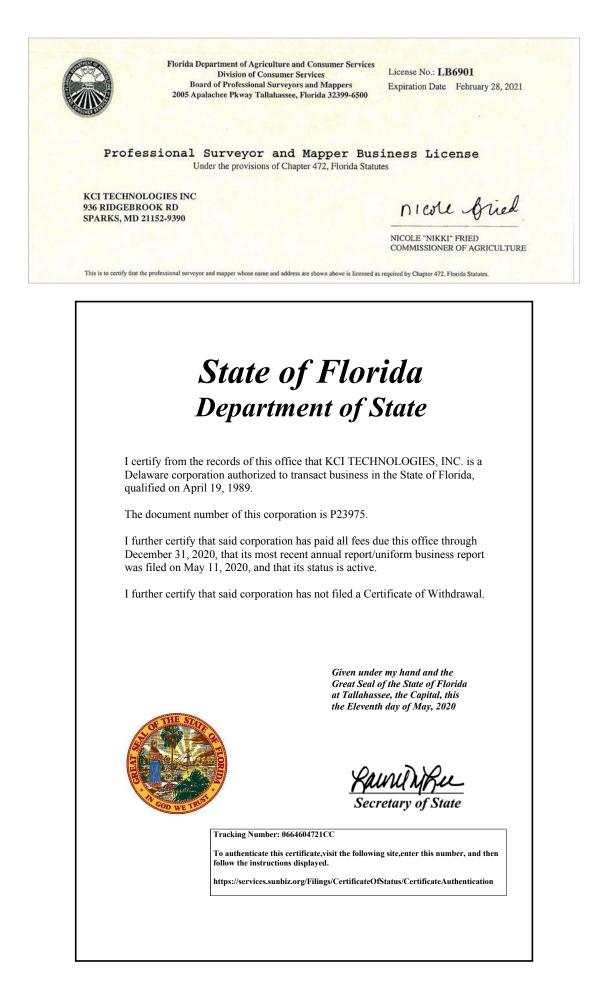
CEI services for the repurposing of NE 13th Street to add designated green painted bike ways in both directions, bio-swales, milling and resurfacing, sidewalks, installation of decorative pavers, conversion of overhead wired street lights to underground and construction of a new roundabout with decorative art (Art in Public Places) at NE 6th Avenue, signage and pavement markings. Project was completed within approved time and budget.

Project Location Initial Contract Award Initial Construction Cost Initial Design Fees Project Status Staff Team Client Contact Fort Lauderdale, FL \$173,000 \$2,100,000 \$237,880 Completed 2018 Joe Gómez; Ramon Llana; Hector Laguna Christine Fanchi, PE, PTP / (850) 595-3404

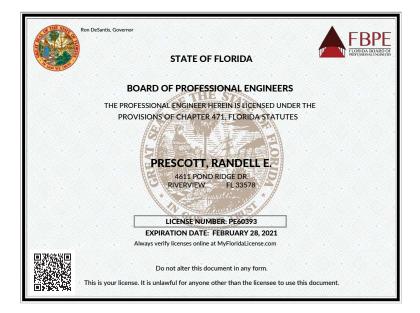
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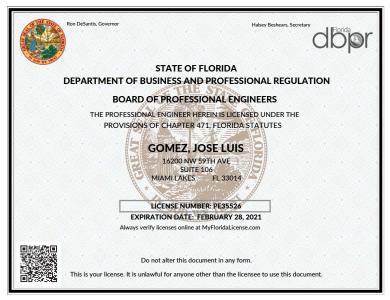


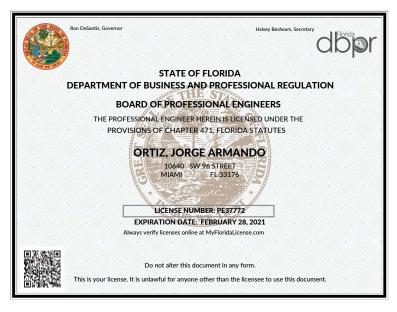




BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000		
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020	Y LOCAL BUSINESS TAX RECEIPT A-100, FL Lauderdale, FL 33301-1895 – 954-831-4000 R 1,2019 THROUGH SEPTEMBER 30,2020	115 S. Andrews Ave., Rm. A
DBA: Receipt #: 319-297152 (PROFESSIONAL Business Type: OTHERS (PROFESSIONAL BUSINESS) (PROFESSIONAL BUSINESS TYPE: OTHERS (PROFESSIONAL B	S INC Receipt #: 315-297150 Business Type:	DBA: KCI TECHNOLOGIES Business Name: KCI TECHNOLOGIES
Owner Name: KCI TECHNOLOGIES INC Business Opened:02/21/2019 Business Location: 6500 N ANDREMS AVE State/County/Cert/Reg:LB6901 PT LAUDERDALE Exemption Code: Business Phone: 4103167800 Exemption Code:	INC Business Opened:02/21/2019 AVE State/County/Cert/Reg:4898 Exemption Code:	Owner Name: KCI TECHNOLOGIES J Business Location: 6500 N ANDREWS A FT LAUDERDALE Business Phone: 4103167800
Rooms Seats Employees Machines Professionals	Employees Machines Professionals	Rooms Seats
For Vending Business Only Number of Machines: Vending Type:	For Vending Business Only Vending Type:	Number of Machines:
Tax Amount Transfer Fee NSF Fee Penalty Prior Years Collection Cost Total Paid 45,00 0.00 0.00 0.00 0.00 0.00 45.00	e Penalty Prior Years Callection Cost Total Pr 0.00 0.00 0.00 0.00 45	Tax Amount Transfer Fee NSF Fee 45.00 0.00 0 0
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THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within forward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is soid, business name has changed or you have moved the business color. This receipt does not indicate that the business legal or that it is in compliance with State or local laws and regulations.	is tax is levied for the privilege of doing business within Broward Courty ar negulatory in nature. You must meet all Courty and/or Municipality plan 4 zoning requirements. This Business Tax Receipt must be transferred business is sold, business name has changed or you have moved siness location. This receipt does not indicate that the business is legal or in compliance with State or local laws and regulations.	when validated and the bus
Mailing Address: Receipt #13B-18-00007398 KCI TECHNOLOGIES INC Receipt #13B-18-00007398 6500 N ANDRENS AVE Paid 07/23/2019 45.00 FT LAUDERDALE, FL 33309	Receipt #13B-18-00007398 Paid 07/23/2019 45.00	Mailing Address: KCI TECHNOLOGIES INC 6500 N ANDRENS AVE FT LAUDERDALE, FL 33309
2019 - 2020	2019 - 2020	
Receipt #: 245-297151 Business Type: Business Type: Business Type: Business Operations State/County/Cert/Reg: LC26000634 Exemption Code: Employees Machines Professionals 77 Penalty Professionals 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	THIS BECOMES A TAX RECEIPT This I non-rou- WHEN VALIDATED the b busin	
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2019 - 2020	h	
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FIRM LICENSES - FLORIDA ENGINEERING AND TESTING







CITY OF POMPANO BEACH BUSINESS TAX RECEIPT FISCAL YEAR: 2019 - 2020

9/18/2019

Business Tax Receipt Valid from: October 1, 2019 through September 30, 2020

4422214 MESIANO,MARK 250 SW 13 AVENUE

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: FLORIDA ENGINEERING & TESTING BUSINESS LOCATION: 250 SW 13 AV POMPANO BEACH FL

RECEIPT NO:

20-00041486

CLASSIFICATION

PROFESSIONAL-ENGINEER (PROF, CIVIL, ELECT)

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SIALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BIC CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

FIRM LICENSES - KEITH



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB6860 Expiration Date February 28, 2021

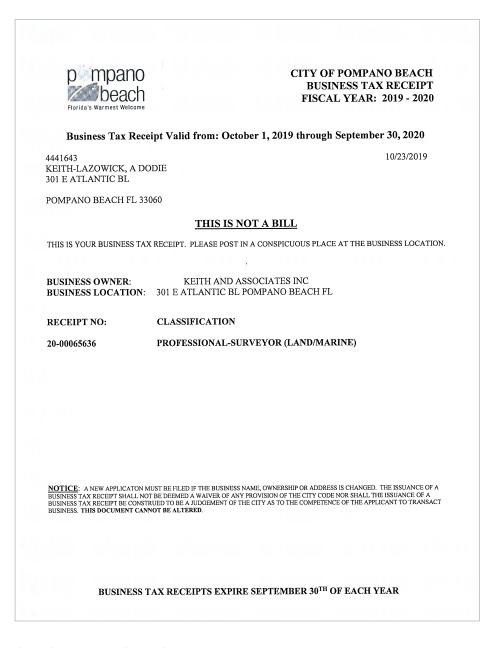
Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes

KEITH AND ASSOCIATES INC 301 EAST ATLANTIC BLVD POMPANO BEACH, FL 33060-6643

nicole fried

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5660** Expiration Date February 28, 2021

Professional Surveyor and Mapper License Under the provisions of Chapter 472, Florida Statutes

MICHAEL MARK MOSSEY 11311 NW 37 ST. SUNRISE, FL 33323

nicole fried

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6604** Expiration Date February 28, 2021

Professional Surveyor and Mapper License Under the provisions of Chapter 472, Florida Statutes

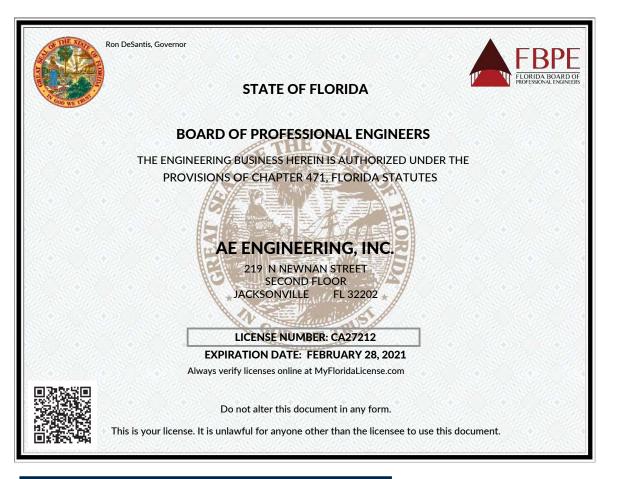
TIMOTHY HAMILTON GRAY 1432 SW 9TH ST FORT LAUDERDALE, FL 33312-7266

nicole fried

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472. Florida Statutes.

FIRM LICENSES - AE ENGINEERING





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List	Return to List	AE Engineering Search
Events No Name History		
Detail by Entity Name Florida Profit Corporation AE ENGINEERING, INC.	e	
Filing Information		
Document Number FEI/EIN Number	P06000043128 20-4567692	
Date Filed	03/27/2006	
Effective Date	03/20/2006	
State	FL	
Status	ACTIVE	
Last Event	AMENDMENT	
Event Date Filed	12/07/2015	
Event Effective Date	NONE	
Principal Address		
219 N Newnan Street 4th Floor JACKSONVILLE, FL 32202		
Changed: 01/28/2020		
Mailing Address		
219 N Newnan Street 4th Floor JACKSONVILLE, FL 32202		

FIRM LICENSES - MEHTA AND ASSOCIATES



State of Florida Department of State

I certify from the records of this office that MEHTA AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on December 8, 1986.

The document number of this corporation is J45997.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 10, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2020



Secretarv of State

Tracking Number: 3063156404CC

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

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

RESUMES OF KEY PERSONNEL

RESUMES OF KEY PERSONNEL

JOE GÓMEZ, PE PROJECT MANAGER

Mr. Gómez has 42 years of diverse civil engineering, transportation planning and design, as well as CEI and construction management experience. He has managed and directed large-s cale transportation studies including major multi-level interchanges, arterial corridors and bridge replacements. Mr. Gómez is also a construction dispute resolution expert, having served on several Dispute Review Boards for FDOT and Miami-Dade Expressway Authority. He has significant experience in the areas of public and community involvement, inter-agency coordination and traffic management systems.

NW 52nd Street/NW 102nd Avenue CEI Services, Doral, FL [Contract G0049]. Senior Project Engineer/Project Manager. Mr. Gómez provided CEI services for this \$3 million project for the City of Doral. The project, a Local Agency Program (LAP) off-highway system, includes the construction of a new French drain system, upgraded pedestrian improvements including Americans with Disabilities/Accessibility (ADA) detectable warning devices, pedestrian signal heads and solar powered rectangular rapid flashing beacons for added safety at crosswalks, milling and resurfacing and new bicycle lanes.

NE 13th Street CEI Services, Fort Lauderdale, FL [Contract 19196]. Senior *Project Engineer/Project Manager.* The project entailed reconstruction of NE 13th Street from NE 8th Avenue to the Florida East Coast (FEC) Railroad (R/R). It included adding bike lanes, removal of existing traffic signal and construction of a new roundabout, bio-swales, new street lighting, milling and resurfacing.

Resurfacing from SR 15/Sweat Road to SR 16A, Clay County, FL [FPID 432269-1-52-01]. *Quality Assurance (QA) Officer.* CEI services were provided for milling and resurfacing, shoulder treatment, highway signing, and other incidental construction. Mr. Gómez was responsible for all QA audits as per contract requirements.

SR 201, New Road Construction, Baldwin Bypass, Jacksonville, FL. QA Officer. KCI performed CEI services to provide a bypass around the Town of Baldwin, connecting SR 200 (US 301) at the I-10 interchange to the four-lane rural divided highway SR 200 (US 301) on the northeast side. Includes six Florida-I Beam (FIB) bridges (four at CSX crossings), embankment with surcharging, mechanically stabilized earth (MSE) wall and new asphalt and concrete roadway. Mr. Gómez was responsible for all QA audits as per contract requirements.

Years of Experience: 42 TIN: G52043256

Registrations/Certifications: PE / FL / 35526 Earthwork Construction Inspection Levels 1 & 2 Final Estimates Level 1 QC Manager MOT Advanced FDEP Qualified Stormwater Management Inspector Nuclear and Safety Training Critical Structures Self-Study HAZMAT Training Auger Cast Pile MSE Wall

Professional Affiliations:

Florida Engineering Society, State Chapter Director, Miami American Society of Civil Engineers (ASCE), Member

Education:

BS / Civil Engineering Technology (CET) / Florida International University AA / Pre-Engineering / Miami Dade College

SR 84 Drainage Improvements, Milling, Resurfacing and Signalization, Collier County, Naples, FL [FPID 433173-1-52-01 (T1653)]. QA Officer. KCI provided CEI services for this \$3.8 million project for FDOT District 1. This project involved utility coordination of four drill shaft foundations for improved signalization at the intersection of County Barn Road, new sidewalk and closed flume inlets within the one-mile corridor. This project also added storage to existing turn lanes and is converting the existing swale median to a crowned median in preparation for future landscaping. Mr. Gómez was responsible for all QA audits per contract requirements.

Norwegian Cruise Lines Terminal B New Construction, Miami, FL. Senior Project Engineer/Project Manager. Mr. Gómez performed CEI services for drainage, water, sewer, electrical duct bank and paving infrastructure for a new \$120 million state-of-the-art passenger terminal, replacing the obsolete existing Terminal B.

JORGE ORTIZ, PE SENIOR PROJECT ENGINEER

Mr. Ortiz has 35 years of experience in the design, project management, construction engineering and inspection (CEI) of highway transportation projects throughout the State of Florida and Maryland. He has served as senior project engineer/administrator for FDOT projects in Districts 1, 4 and 6. His experience ranges from major interstate highway bridges to roadway projects and toll plazas. Mr. Ortiz has been responsible for contract management and administration, procurement, bid processing, cost estimating and contract negotiation for various construction projects. He is also experienced in bridge design, load rating, inspection and rehabilitation. As a senior construction manager, Mr. Ortiz is responsible for construction management and contract administration of CEI projects including office and field staff supervision, manpower and project schedule monitoring, reviewing and negotiating contract changes, preparing and executing task work orders and supplemental agreements and maintaining client relationships.

Seacrest Beautification Phase 1/NE 2nd Avenue from George Bush Boulevard to NE 13th Street, Delray Beach, FL [FPID 435808-1-58-01]. Senior Project Engineer. KCI provided CEI services for the widening of NE 2nd Avenue to add designated green painted bikeways in both directions, repurposing of swales including removal of existing vegetation, milling and resurfacing, new sidewalks and valley gutters, reconstruction of driveways, installation of decorative pavers localized drainage improvements, signage and pavement markings.

I-75/SR 93 from Broward County Line to East of SR-951, Collier County, FL [FPID #436092-1-52-01]. Senior Project Engineer. This was a 50-mile safety improvement project consisting of the installation of guardrails along the outside shoulders on both NB and SB. Some existing guardrails were upgraded to meet the current design standards and the maintenance service openings

were improved to provide better delineated entry points. Mr. Ortiz was responsible for contract administration and construction management including quality control, resolution of project issues, contract negotiation, construction inspection and supervision.

SR A1A from Oakland Park Boulevard to Flamingo Avenue, Fort Lauderdale, FL [FPID #431204-1-52-01]. Senior *Project Engineer.* This was a greenway beautification enhancement project which included the reconstruction and restoration of approximately 1.04 miles of a four-lane roadway facility to add a bike lane in each direction and a raised median. The work also included major improvements to the existing drainage system, new curb and gutter, sidewalk, extensive hardscape, lighting, signalization, signage and pavement markings. Mr. Ortiz was responsible for the contract administration and construction management of this project including field staff supervision, overall construction project schedule monitoring, quality control of contractor operations and materials certifications.

SR 84 Drainage Improvements, Milling, Resurfacing and Signalization, Collier County, Naples, FL [FPID #433173-1-52-01 (T1653)]. Senior Project Engineer. KCI provided CEI services for this \$3.8 million project for FDOT District 1. This project involved utility coordination of four drill shaft foundations for improved signalization at the intersection of County Barn Road, as well as new sidewalk and closed flume inlets within the one-mile corridor. This project added storage to existing turn lanes and converted the existing swale median to a crowned median in preparation for future landscaping.

Years of Experience: 35 TIN: 063242154

Registrations/Certifications: PE / FL / 37772 PE / MD / 14738 Asphalt Paving Technician Levels 1 & 2 Quality Control Manager MOT Advanced FDEP Qualified Stormwater Management Inspector Critical Structures Self-Study

Awards:

Creek

2000 Urban Project Award, Resident Engineer Biscayne Boulevard (US 1) ASCE 2009 Project of the Year Broward County Reclaimed Water for the City of Coconut

> Education: BS / Civil Engineering /

> > University of Florida

RAMON LLANA, EI

PROJECT ADMINISTRATOR/CONTRACT SUPPORT SPECIALIST

Mr. Llana has 35 years of CEI experience, and within those years he has worked on projects ranging from major roadway construction to bridge construction. He has served as both project administrator and contract support specialist on FDOT projects in Districts 4 and 6, as well as Tallahassee's Central Office and the Turnpike. Mr. Llana is responsible for various CEI projects to perform quality assurance of final estimates, documentation procedures and other critical CEI functions on an as-needed basis.

Broad Causeway Corridor Enhancements (FPID 439906-1-58-01), Town of Bay Harbor Islands, FL. *Project Administrator/Contract Support Specialist*. This is a LAP project consisting of widening on both sides of the 0.45-mile Broad Causeway to add buffered bike lanes, mill and resurface the existing pavement, and replace the existing handrail on the east bridge with new recessed LED lights. The project also includes mill and resurfacing of the existing pavement at the service station within the project limits which is used as a turnaround for vehicles. The project originally called for two one-inch lifts of Superpave SP-9.5 structural asphalt. However, due to addition of bike lanes and safety concerns, the KCI team was successful in working with the FDOT and the Town to replace the final course as one inch of FC-9.5 friction course, which was approved as LAP reimbursement by FDOT D6. The project will be completed two months ahead of schedule and within budget.

NW 36th Street Corridor (NW 72nd Avenue to NW 107th Avenue), Miami-Dade County, FL. *Project Administrator/Contract Support Specialist*. The scope of services includes the inspection of the cabinet and signalization equipment at various intersections throughout NW 36th Street.

Subsurface Utility Investigations, City of Miami Beach, FL. Project Administrator/ Contract Support Specialist. The scope of services includes obtaining the permits from FDOT and the City of Miami Beach to perform lane closures, saw cut potholes and trenches to check for existing utilities, backfill potholes and trenches, and restore asphalt roadway.

US 1 Corridor Autoscope Video Detectors and Installation, Miami-Dade County, FL. *Project Administrator/Contract Support Specialist*. The scope of services includes checking the installation and functioning of the Autoscope Video Detectors at 70 intersections along the US 1 corridor. Years of Experience: 35 TIN: L50073058

Registrations/Certifications:

Asphalt Paving Technician Level 1 Earthwork Construction Inspection Levels 1 & 2 Final Estimates Levels 1 & 2 Quality Control Manager MOT Advanced FDOT Tier 1 Illicit Discharge Detection and Elimination Training TROXLER Nuclear Training and Safety HAZMAT Training IMSA Traffic Signal Inspector ATSSA Worksite Traffic Supervisor Certification Base Testing Certified MSE Wall Certification MEW-Basic/Multiline Earthwork

Education:

BS / Civil Engineering Florida International University AA / Civil Engineering Miami-Dade College

On Call Professional Engineering Services, Card Sound Road Toll Plaza Replacement Design-Build, Monroe County, FL. Project Administrator/Contract Support Specialist Inspector. The scope of services included serving as owner's representative during the design phase, including processing of shop drawings, approval of submittals and review of contractor's schedule of values. Mr. Llana was responsible for providing CEI services for the complete demolition of the old toll plaza, reconstruction of new concrete aprons and flexible pavement approaches, drainage, installation of new equipment toll building and gantry for the Sunpass cashless toll system.

NE 13th Street from NE 4th Avenue to NE 8th Avenue, Fort Lauderdale, FL. Contract Support Specialist. Mr. Llana provided CEI services for the repurposing of NE 13th Street to add designated green-painted bikeways in both directions, bio-swales, milling and resurfacing, sidewalks, installation of decorative pavers, conversion of overhead wired street lights to underground and construction of a new roundabout with decorative art (Art in Public Places) at NE 6th Avenue, signage and pavement markings including handicap ramps.

ANDRES ATEHORTUA





EXPERIENCE:

17 years

EDUCATION:

BSME, 1999 –Pontifical Bolivarian University, Medellin, Colombia

REGISTRATION/CERTIFICATIONS:

- General Contractor License # 1523157
- Certified Bridge Inspector, FL CBI #400
- Safety Inspection of In-service Bridges
- (ALDOT)
- TIN A36300076
- CTQP Asphalt Paving Level 1 & 2
- CTQP Concrete Field Tech Level 1 & 2
- CTQP Drilled Shaft Inspector
- CTQP Earthwork Level 1 & 2
- CTQP Final Estimates Level 1 & 2
- CTQP Pile Driving Inspector
- CTQP QC Manager
- CTQP Post -Tensioning Tech Level 1
- FDOT Critical Structures Self-Study
- Advanced MOT
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Density Gauge Operator
- SSI Open Water Diver
- SSPC Bridge Coatings Inspector (BCI) Level 1 & 2
- ACI Field Technician Level 1
- ACI Concrete Transportation Construction Inspector (CTCI)
- IMSA Traffic Signal Technician Level 1
- Certification for Bonded PT Field Installation (PTI)
- OSHA Construction Safety & Health Training

Mr. Atehortua is a seasoned professional with over 17 years of experience in CEI and Construction Management. As a Project Administrator, Mr. Atehortua brings a strong background in bridges, including complex bascule bridge rehabilitations with retrofitting of the existing structures and incorporation of new substructure and superstructure members, his experience also compile new driven-piling systems and foundations, bridge deck replacements, and steel sheet piling with soil anchors for retaining walls. Mr. Atehortua is also a Certified Bridge Inspector (CBI) and a Bridge Coatings Specialist. His roadway experience includes all facets with complete roadway reconstruction, drainage, widening, and milling and resurfacing. In addition, he is a licensed General Contractor, and his experience as a contractor provides him with special insight for solving problems to avoid construction delays and cost impacts.

FDOT District 4, SR A1A / Blue Heron Bridge Fender Replacement, FIN 433888-1-52-01, Palm Beach County; Cost \$1.5M

<u>Reference:</u> Khosrow Gandjei, E.I., Construction Project Manager (954) 789-1383 • Project Administrator - This project consistent the complete replacement of an existing concrete pile / timber wale fender system with a newly designed polymeric fender system with new reinforced thermoplastic piles and composite lumber wales. Duties on this project include reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements. <u>Project Started: 8 - 2019 / Anticipated Project Completion: 6 - 2020</u>

FDOT District 4, Spanish River Blvd Bascule Bridge over ICWW Bridge No. 930154 & 930226, FIN 432154-1-52-01, Palm Beach County; Cost \$2.4M

<u>Reference:</u> Khosrow Gandjei, E.I., Construction Project Manager (954) 789-1383 • Project Administrator - This bascule bridge rehabilitation project included Span Lock rehabilitation, structural pile rehabilitation with concrete grout-filled fiberglass pile jackets (44 piles) installation and full cathodic protection systems. Also, full lead abatement and painting of the bridge structural steel (SSPC SP-10) Surface preparation and placement of a 4-coat system. Span Lock rehabilitation, and replacement of 44 pile jackets with new structural fiberglass cathodic pile jackets with zinc anode. Duties on this project included reviewing inspectors daily work reports and quantity calculations, review contractor pay applications, monthly estimates, change orders and supplemental agreements, and maintaining PSSP in accordance with District requirements.

Project Started: 8 - 2019 / Project Completed: 3 - 2020

FDOT District 4, Alt SR A1A/SR 811 Ramp to SB I-95 Over RCA Center Drive & FEC RR, Bridge No. 930493, FIN 441457-1-52-01, Palm Beach County; Cost \$373K Reference: Khosrow Gandjei, E.I., Construction Project Manager (954) 789-

1383 • Senior Project Engineer - This faced-paced project comprised of a coating's rehabilitation on the 650 FT- twin trapezoidal box girder ramp bridge to I-95 and daily coordination with a live FEC Railroad. The project included an SSPC-SP-2 and SSPC-SP3 Surface preparation and placement of a 4-coat system. Project Started: 5 - 2019 / Project Completed: 7 - 2019

Palm Beach County, East Camino Real/Boca Club Bascule Bridge Rehabilitation, Contract 2003501; Cost \$8.9M

<u>References</u>: Sandra Ospina P.E. PBC Project Manager (561) 478-5795 • Project Administrator - Improvements under this contract consist of bridge rehabilitation along the Camino Real/Boca Club Bridge over the Intercostal Waterway including new bridge foundations, new substructures, deck replacement, new machinery and controls for the bridge, new sidewalk, traffic railings, complete tender house relocation, pedestrian railing construction, road approaches reconstruction and fender system upgrades. <u>Project Started: 1 - 2018 / Project Completed: 8 - 2019</u>



JIGAR SHAH Project Administrator

Jigar offers over 15 years of experience which includes site supervision and inspection of pre-stressed bridges, culverts and buildings. Jigar's responsibilities as a Project Administrator/CSS include daily planning and administrative/technical decision- making for the management of large construction engineering and inspection programs. His tasks include maintaining records of project activity such as pay item quantities, assuring conformity with specifications and final estimate procedures, development of weekly summaries and entering data into appropriate FDOT computerized system(s).

PROJECT EXPERIENCE

Owner: FDOT District 4

Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 FIN: 432344-1-52-01

Project Name/Description: CEI Services for SR 804/Boynton Beach from west of Jog Road to Congress Ave Contract

Cost: \$8.3 Million (Federally Funded)

Narrative: Jigar serves as *Contract Support Specialist* on this project consisting of the Resurfacing, Restoration, and Rehabilitation (RRR) project for a 6-lane divided highway (Boynton Beach Blvd), an urban principal arterial at 3.7 miles of Boynton Beach Blvd. MEHTA is the Prime CEI Consultant. (05/20 – Present)

Owner: FDOT District 4 / **Project Manager:** Scott Passmore, P.E. (561) 370-1127 **FIN:** 432883-3-52-01 / **Cost:** \$3.4 Million (Federally Funded)

Project Name/Description: CEI Services for ITS Infrastructure and Patterned Pavement Crosswalks for SR-706/Indiantown Road from TPK to SR-5/US-1 in Palm Beach County. **Narrative:** Milling and resurfacing at 12 intersections for the installation of Pattern Pavement Crosswalks and the installation of ITS infrastructure along SR 706 to included MVDS, CCTV Camera, Bluetooth Readers and other related ancillary items. Jigar serves as an *Assistant Project Administrator / Contract Support Specialist* on this project. **Duties Performed:** Prepared Daily Reports and MAC entries electronically and reported any non-complying work to Project Engineer. Ensured that construction submittals were approved as required by the contract prior to allowing material on site and work to proceed with these items. Prepared and processed monthly estimates. Drafted and processed supplemental agreements and work orders. **(11/19-Present)**

Owner: Escambia County / Project Manager: Nicolas Chauvin (850) 375-3719 FDOT FIN: 437085-58-01 (LAP) / Construction Amount: \$428K

Project Name/Description: Bauer Road Paved Shoulders

Narrative: Improvements under this contract consist of the addition of a 5' paved shoulder on the east and west sides of Bauer Road from Gulf Beach Highway to the south approach of the FDOT bridge for a length of approximately .5 miles. The project also includes the installation of curb cut ramps at Gulf Beach Highway. Jigar served as

EDUCATION

Post Graduate Diploma School of Building Science/Technology, 2000 B.S. in Civil Engineering Gujarat University, 1996

YEARS EXPERIENCE

CERTIFICATIONS/TRAINING TIN: S000420751240

CTQP Asphalt Paving Level I & II CTQP Earthwork Level I & II CTQP Final Estimates Level I & II CTQP Drilled Shaft Inspection CTQP Pile Driving Inspection CTQP QC Manager CTQP Concrete Field Tech Level I & II ACI Concrete Field Tech. Level I & II ACI COncrete Field Tech. Level I & II MOT Intermediate & Advanced TROXLER Nuclear Density Gauge FEDP Stormwater Management Insp. Critical Structures Self-Study MSE Wall Insp. / Auger Cast Pile Insp. IMSA Traffic Signal Inspection Level I

REFERENCES

FDOT District 4

Scott Passmore, P.E., Project Manager (561) 370-1127

FDOT District 3 Jason Williams, Project Manager (850) 981-2765

Dominic Richard, Project Manager (850) 981-2803

Heather Baril, P.E., Milton Operations Operation's Engineer, (850) 981-2802

the *Project Administrator/Senior Inspector*. Duties Performed: Performing project administration and inspection duties to include interpretation of contract documents, tracking and recording pay quantities for periodic and final estimates, data input, compliance review, inputting and review of dailies for quantities. (05/19 – 10/19)

ELIA OMAR

CONTRACT SUPPORT SPECIALIST



EXPERIENCE:Understand
consultant8 yearsunderstand
consultantB yearstwo years a
prior. With
has been a
is currently
performingPahokee High School, 2005is currently
performingREGISTRATION/CERTIFICATIONS:
TIN: 056020186FDOT Dis
Highway, I
Reference:
Support S
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Ms. Omar has 8 years of construction project experience. She has an extensive understanding of FDOT procedures, as she has worked directly as an in-house consultant with the FDOT District 4 Treasure Coast Operations Center for almost two years and at the FDOT District 4 Broward Operations Center for over a year prior. With previous practice in roadway inspections and office management, she has been able to develop into a well-rounded, detail oriented professional. Elia is currently 50% available; her current on-going commitment is 50% billable, performing CSS work for an active project out of Treasure Coast Operations.

FDOT District 4, SR-9/I-95 from S. of Rest Area to S. of SR-714/Martin Highway, FIN 437701-1-52-01, Martin County; Cost \$6.5M

<u>Reference:</u> Mark Freeman, FDOT Project Manager (772) 429-4904 • Contract Support Specialist - Primary project improvements include installation of continuous roadway lighting (including bridge underdeck lighting) along SR 9 (I-95) from just south of the northbound rest area (Facility No. 40401) to just south of the interchange with Martin Highway (SR 714), a distance of approximately 5

miles. Additional improvements include roadway widening/lengthening of the northbound on-ramp auxiliary lane from the rest area to the I-95 mainline, milling & resurfacing (w/overbuild) select areas of the I-95 mainline to correct cross slopes and/or profile grades within limits of super elevation transitions, minor drainage improvements, installation of speed feedback signs, installation of TMS loops and sensors, and installation of signing & pavement markings within paving limits. Ms. Omar's project responsibilities include Project Solve management, collecting monthly certifications from the Contractor, entering Subcontractor sublets into SiteManager, generating and adjusting monthly estimates, reviewing Change Orders and preparing Work Orders, and attending weekly Progress Meetings, taking minutes, and dispersing them in a timely manner. Project Started: 4 - 2019 / Project Completion: 7 - 2020

FDOT District 4, Palm Beach Operations Center, Contract C9M21 PB Ops TWO 34, Palm Beach County

Reference: Sharon Shore, Construction Project Manager (561) 370-1162 • Associate Contract Support Specialist for Final Estimates – Ms. Omar's responsibilities include verifying that the final quantities have been correctly transferred to the final estimate form. Verify that the final plans reflect the revised pay items. Determine that all calculations and/or field measurements for pay quantities are complete and mathematically correct and are substantiated by field records or other forms of acceptable site source records for all assigned projects. Perform all administrative functions necessary throughout project lifecycle from initial submittal of final estimates package to final closeout (including Federal Highway Administration (FHWA) closeout). This is to include the processing of unpaid bills, as-built plans, subsequent payments after Offer of Final Payment, sublet agreements, required correspondence, qualified acceptance letters (with disputed items) and Form 21-a. Ensure all project documentation has been scanned into Electronic Document Management System (EDMS). Programs utilized Hummingbird, Bluebeam, Nuance, Windows Explorer DM, Project Solve, Citrix and Site Manager. <u>Project Started: 1 - 2020 / Anticipated Project Completion: 4 -2020</u>

FDOT District 4, SR5 (US 1/Roosevelt Bridge) From SW Joan Jefferson Way to NW Wright Blvd., Contract C9M21 TWO 49, FIN 438345-1-62-01, Martin County

<u>Reference:</u> Marla Hewson, Treasure Coast Operations Construction Manager, (772) 349-6728 • **50%** Associate Contract Support Specialist - The improvements under this contract consist of, but not limited to, removal of the existing pavement markings on the bridges, placement of permanent tape markings on the bridges to accommodate 7' buffered bike lanes, milling and resurfacing & restriping of the bridge approaches, upgrade ADA/curb ramps, replace existing crosswalks with high emphasis pavement markings, and replace existing roadway signs along SR 5 (US 1/Roosevelt Br.) Duties include verifying that the final plans reflect the revised pay items and ensuring all project documentation has been scanned into Electronic Document Management System (EDMS). <u>Project Started: 4 - 2019 / Project Completed: 6 - 2020</u>

Florida's Turnpike Enterprise, SR 91- Resurface Turnpike Mainline, FIN(s) 435171-1-52-01, 435172-1-52-01, 435171-3-52-01 & 435172-3-52-01, Palm Beach County; Cost \$16.8M

Reference: Jaime Gomez, Turnpike Project Manager (954) 789-1383 • Associate Contract Support Specialist - Milling and resurfacing Florida's Turnpike (SR 91) from the West Palm Beach Services Plaza to South of the West Palm Beach Canal (MM 94.309 to MM 102.462) including the ramps at SR 80 (Southern Blvd.), Jog Road and SR 704 (Okeechobee Boulevard) and milling and resurfacing from 45th Street to SR 710/CSXRR (MM 103.684 to MM 106.098). Elia assisted the Contract Support Specialist with work orders and final estimate preparation. Project Started: 2 - 2019 / Project Completed: 7 - 2019



TAMARA GENIUS Contract Support Specialist

Tamara has 11 years of experience working in the construction engineering industry. Her professional experience includes performing site inspections to ensure compliance with federal guidelines, evaluating compliance with City codes, overseeing stringent process maximization and control initiatives, reviewing engineering plans, and monitoring and evaluating contractor's progress. Tamara's areas of strength include Green Engineering Principles, budgeting and cost control, staff training and development, integrative process facilitation, risk management/assessment, and construction site inspections.

PROJECT EXPERIENCE

Owner: FDOT District 4 FIN: 43829115201 & 43829115203 Project Name/Description: CEI Services for Belle Glade Citywide Sidewalks in Palm Beach County

Construction Costs: \$2 Million

Narrative: Tamara serves as a *Contract Support Specialist* on this project consisting of concrete sidewalks, pavement widening, pavement restoration, driveway reconstruction, drainage structures and pipes, signing, thermoplastic and painted pavement markings, and detectable warnings at ten locations in the City of Belle Glade, Palm Beach County (07/19– Present)

Owner: FDOT District 4

FIN: 431199-1-62-01

Project Name/Description: Palm Beach Push Button Signalization Contract Construction Costs: \$2 Million

Narrative: Tamara serves as an Associate Contract Support Specialist on this project responsible for maintaining the monitoring of Contractor, activities. maintaining and accurate records of all activities and events relating to the project and properly document all project changes in accordance with all required contractual obligations. (08/19– Present)

Employer: Danella Utility Construction

Narrative: Tamara served as *Project Manager* providing resource and financial and budget management on assigned projects. She developed project budgets for direct, indirect, and other costs based on estimates provided by scope of work, monitored job performance, and consistently reviewed project costs to ensure project stayed within budget and a timely execution. She also provided site supervision and field engineering on a range of underground construction projects with budgets up to \$1.5 Million. (2018 – 2019)

Owner: Metropolitan Washington Airports Authority

Narrative: Tamara served as Construction Project Administrator providing

EDUCATION

M.A. Organizational Leadership Lewis University, Romeoville, Illinois B.S. Electronics Engineering and Technology Virginia State University, Petersburg, VA

YEARS EXPERIENCE

CERTIFICATIONS/TRAINING TIN: G520801808870

ACI Concrete Field Level I Advanced MOT Final Estimates Level I & II Construction Manager-in-Training (CMAA) LEED Green Associate FL Stormwater Erosion Inspection National Association of Women in Construction (NAWIC) 2006 National Society of Black Engineers (NSBE) 1999-2006 Construction Management Association of America

TECHNICAL PROFICIENCIES

Primavera Unifier Primavera P6 (Fundamentals) SAP Microsoft Visio, Word, PowerPoint, Publisher, Excel

REFERENCES

City of Delray Beach Tracie Lutmansingh, (561) 271-1214

Metropolitan Washington Airports Authority Mujeeb Basha, (630) 770-6559

technical and administrative support in the management of multi-disciple contracts for construction projects at Ronald Reagan National Airport and Washington Dulles International Airport. Her duties included reviewing engineering designs and contract documents, inspecting and performing quality control reviews for new construction in progress, and upon completion making recommendations to ensure that work meets contract specifications and project design intent. Assisted in cost and financial administration of construction contracts, including change orders and independent cost estimates. Processed submittals and RFIs and facilitated project meetings, site visits, and project correspondences. (2016 – 2018)

YOUSLANDA "DENISE" DARRISAW



RESIDENT COMPLIANCE SPECIALIST

EXPERIENCE:

30 years

REGISTRATION/CERTIFICATIONS:

- TIN: D62096465
- CTQP Final Estimates Level 1 & 2
- Local Agency Program (LAP) Certified
- EEO Computer Based Training and LAPIT Information Tool

Ms. Darrisaw brings 30+ years of experience serving as Resident Compliance Specialist, Compliance Auditor, and Project Coordinator on numerous Transportation, Residential, and Commercial construction projects, throughout Palm Beach, Broward, and Miami-Dade Counties. Areas of strength include Inspection Coordination, Permit reviews, Federal Compliance Monitoring, and QA/QC. She has outstanding communication skills resulting in the development of strong professional business relationships with Internal and External team members at all levels. Strengths include planning, organizing, problem solving, time management and analyzing. Efficiently manages multiple projects/tasks at the same time, while meeting strict deadlines in high-volume business environments.

City of Lake Worth Beach, Park of Commerce Phase 2 – Boutwell Road/4th Ave North & 7th Ave North, LAP Project, FIN 442094-1-58-01, Palm Beach County; Cost \$2.6M

Reference: Julie Parham, City Project Manager (561) 586-1798 • Resident Compliance Specialist – Scope includes addition of two left turn lanes, (1) north of 2nd Ave. on Boutwell Rd. turning onto 4th Ave. W and (2) south of 7th Ave. on Boutwell Rd. turning onto 4th Ave. E. There will also be curb and gutter throughout the entire project, new 5' sidewalks on the east and west sides of Boutwell Road, shoulder stabilization, drainage, pedestrian

lighting, and signing and pavement markings. Duties: acquiring/reviewing/submitting daily work reports, performing job site bulletin board checks, ensuring DBE participation commitments are entered into EOC, checking certifications of sublet work, checking prime and subcontractor Certified Payrolls, and verifying project files are entered into LAPIT. Project Started: 7 – 2020 / Anticipated Project Completion: 4 - 2021

Port of Miami, Terminal B - NV2A-Haskell Joint Venture; Miami-Dade County

• Resident Compliance Specialist – Ms. Darrisaw was part of team managing the Miami Dade County Small Business Development Compliance on the Terminal B Port of Miami project. She ensures compliance with Responsible Wages, Community Workforce, and Small Business Enterprise (SBE) goals are met. Assisting in the selection process of SBE subcontractors/vendors and preparing Schedule of Intents. Prepare monthly reports of SBE utilization to track timely payments to SBE subcontractors/vendors. Conduct site visits to interview employees to ensure compliance with Miami Dade County OSHA and Responsible Wages. Support the owner billing process collecting subcontractor and vendor pay application/invoice, release of liens, monthly certifications, certified payrolls and supporting documents, interface with accounting to ensure timely subcontractor payments. Project Started: 5 – 2018 / Project Completed: 6 - 2020

Capital One, Aerotek, Inc./ Marand Builders, Inc.; Broward and Miami-Dade Counties

Project Coordinator - Ms. Darrisaw was contracted to provide project support to two (2) Project Managers and Superintendents on various Financial Institution ADA and new construction projects for Capital One in Broward and Miami Dade Counties for client Jones Lang Lasalle (JLL). She organized and managed all pre-construction activities including permit applications and notice of commencement process. Coordinated with various permit expediters, City and County Building Departments, Architects, and Superintendents to schedule and follow-up on inspections. Managed subcontractor pay request, RFI's, drawings, submittals, and logs.
 Project Started: 7 – 2017 / Project Completed:11 – 2017

Beauchamp Construction Co., Inc.

• Compliance Administrator – Denise facilitated the submittals process per contract specifications and managed the Community Workforce Program (CWP) to ensure the contract goals/requirements were met. Work with subcontractors to obtain timely submission of contract documents and ensure timely payment from Owner. Assist in the preparation of monthly report(s) and AIA pay requests. Organize subcontractor and vendor's release of liens, monthly certifications and back up documents for Pay Applications. Track/log Requests for Information (RFI) and managed/administered over 300 contract submittals for timely responses from Architects, Engineers and Contractors. Successfully administered Miami Dade County Responsible Wages, CBE/CSBE, and CWP and obtained 100% compliance: with no violations. Review Insurance Requirements with contractors to ensure all limits are met per the contract. Review and analyze certified payrolls, prepare payroll violation notices, and follow through to resolution. Trained subcontractors on FHWA 1273 and USDOL requirements per contract requirements. Tracked NTO's and Release of Liens through close out. Interface with Minority Affairs and DOL on matters related to wage and employee complaints. Project Started: 1 – 2014 / Project Completed: 5 –2017

PAUL DIPAOLA SENIOR CONSTRUCTION INSPECTOR

Mr. DiPaola has 18 years of experience as a CEI senior construction inspector. Mr. DiPaola's duties are broad and include inspection of bridge construction, water distribution system installation, sanitary sewer collection system installation, roadway construction, milling and resurfacing, and drainage.

Bear Lake Road Pond 1 Drainage Improvements, Contract #CC-0559-15/RTB WO#22, Seminole County, FL. Senior Inspector. The scope of this project is the construction of a new drainage retention pond with associated drainage structures. The scope items include excavation, drainage, sidewalk, landscaping and fencing, log book inspection, gauge comparison, verification density testing, comparison material sampling.

Card Sound Road Toll Plaza Replacement Design-Build, On-Call Professional Engineering Services, Monroe County, FL. Senior Inspector. Scope of services included serving as owner's representative during the design phase, including processing of shop drawings, approval of submittals and review of contractor's schedule of values. Mr. DiPaola provided CEI services for the complete demolition of the old toll plaza, reconstruction of new concrete aprons and flexible pavement approaches, drainage, installation of new equipment toll building and gantry for the Sunpass cashless toll system.

Seacrest Beautification Phase 1/NE 2nd Avenue from George Bush Boulevard to NE 13th Street, Delray Beach, FL [FPID 435808-1-58-01]. Senior Inspector. Mr. DiPaola provided CEI services for the widening of NE 2nd Avenue to add designated green-painted bikeways in both directions, repurposing of swales including removal of existing vegetation, milling and resurfacing, new sidewalks and valley gutters, reconstruction of driveways, installation of decorative pavers localized drainage improvements, signage and pavement markings.

Miami-Dade County Construction Inspection Services (CIS) for Canal and Culvert Cleaning, Miami-Dade County, FL. Senior Inspector. The project included FEMA-funded canal and culvert cleaning and restoration work for all County maintained canals and culverts throughout Miami-Dade County. Mr. DiPaola reviewed the contractor's excavation and clearing work, inspected all load tickets and prepared handwritten FEMA reports.

Years of Experience: 18 TIN: D14069873

Registrations/Certifications: Asphalt Paving Technician Levels 1 & 2 Concrete Field Technician Level 1 Earthwork Construction Inspection Levels 1 & 2 Drilled Shaft Inspection Pile Driving Inspection Final Estimates Levels 1 & 2 MOT Intermediate TROXLER Nuclear Training and Safety HAZMAT Training FDEP Stormwater, Erosion and Sedimentation Control Inspector Training IMSA Traffic Signal Inspector MSE Wall Inspection CBT Auger Cast Pile OSHA 30 Safety Training AMEC Fall Protection AMEC Confined Space Training

SUNY Farmingdale, State University of New York

SR A1A from Oakland Park Boulevard to Flamingo Avenue, Fort Lauderdale, FL [FPID 431204-1-52-01]. Senior *Inspector.* Mr. DiPaola provided CEI services for the multi-phase reconstruction of subgrade, base and both structural and friction coarse asphalt, drainage installation, lighting, signalization, striping, new ADA ramps, brick paver sidewalks and Silva Cell installation.

SR 9/I-95 from Myrtle Avenue Bridge to Pedestrian Bridge North of Golfair Boulevard Interchange, Jacksonville, FL. Senior Inspector. Mr. DiPaola provided CEI services for the milling of existing asphalt, structural and friction coarse asphalt paving, striping and guardrail installation.

Fort Lauderdale Airport (FLL) Runway Expansion, Broward County, FL. Senior Inspector. Mr. DiPaola provided CEI inspection for installations of drainage, water main, force main, signage, sheet pile wall and paving with concrete and asphalt for the runway expansion project.

HECTOR LAGUNA

SENIOR INSPECTOR

Mr. Laguna is a construction inspector with 14 years of experience in all facets of highway construction including projects with large volumes of excavation and embankment placement, subbase and base construction and asphalt placement. He is also experienced with the quality control processes of projects.

SR A1A from Monroe Street to Sheridan Street, Hollywood, FL [FPID# 432323-1-52-03]. Senior Inspector. KCI is providing CEI services for improvements consisting of milling and resurfacing, monitoring of existing structures, drainage improvements including trench drains, installation of new structures, piping and flap gate valves, curb and gutter, concrete sidewalk and driveways, bus stop pads, detectable warnings, irrigation installation and repairs, signing and pavement markings (painted and thermoplastic), signalization, landscaping. Also included in the contract is cured-in-place pipe repair lining, and street and pedestrian lighting including conduits installed by trench and directional boring.

SR 811 (NE 4th Avenue) from SR 838 (Sunrise Boulevard) to NE 26th Street, Fort Lauderdale/Wilton Manors, FL [FPID# 431657-1-52-01]. *Inspector.* KCI is providing CEI services for improvements consisting of milling and resurfacing, monitoring of existing structures, drainage improvements including trench drains, curb and gutter, concrete sidewalk and driveways, bus stop pads, detectable warnings, fencing, irrigation repairs, signing and pavement markings (painted and thermoplastic) including green bike lanes, lighting, signalization, landscaping and tree removals.

SR 7 from Stirling Road to 200 feet North of SW 54th Court (Lucky Street), Hollywood Seminole Indian Reservation, FL [Contract # 86100]. *Inspector.* KCI provided CEI services for improvements consisting of milling and resurfacing, monitoring of existing structures, temporary, pre-formed and thermo plastic striping of Hard Rock Seminole Hotel (Hard Rock Guitar Building) section of SR 7.

Downtown Walkability Project, Las Olas and SE 4th Avenue / SE 2nd Avenue from SE 3rd Avenue to US 1, Fort Lauderdale, FL [Contracts 12282 & 12283]. *Inspector.* KCI provided CEI services for the new sidewalk construction, intersection improvements, milling and resurfacing roadway lighting and ADA upgrades within the downtown business district of the City of Fort Lauderdale, working with a very compressed schedule of completion.

Seacrest Beautification Phase 1, NE 2nd Avenue from George Bush Boulevard to NE 13th Street, Delray Beach, FL [FPID# 435808-1-58-01]. *Inspector.* KCI provided CEI services for the widening of NE 2nd Ave. to add designated green painted bikeways in both directions, repurposing of swales including removal of existing vegetation, milling and resurfacing, new sidewalks and valley gutters, reconstruction of driveways, installation of decorative pavers localized drainage improvements, signage and pavement markings.

SR A1A from Oakland Park Boulevard to Flamingo Avenue, Fort Lauderdale, FL [FPID #431204-1-52-01]. *Inspector.* This project included full-depth roadway reconstruction, LED lighting and signalization improvements, drainage, Silva Cells and utility improvements for FDOT D4 and the City of Fort Lauderdale. Years of Experience: 14 TIN: L25033669

Registrations/Certifications: Asphalt Paving Technician Levels 1 & 2

Concrete Field Technician Level 1

Earthwork Construction Inspection Levels 1 & 2

Drilled Shaft Inspection

Final Estimates Levels 1 & 2

ACI Concrete Field Testing Technician Grade 1

Concrete Field Inspector Specification

MOT Intermediate

Tier 1 Illicit Discharge Detection and Elimination Training

TROXLER Nuclear Training and Safety

HAZMAT Training

FDEP Stormwater, Erosion and Sedimentation Control Inspector Training

IMSA Traffic Signal Inspector

MSE Wall Inspection

Auger Cast Piles

Critical Structures

Education:

BS / Civil Engineering Florida International University

Ingenieria de Gas Natural (Natural Gas Engineering) / UPSA Santa Cruz, Bolivia

JEFFERY ARCHER

SENIOR INSPECTOR



EXPERIENCE:

15 years

EDUCATION:

Miami Dade South College, Florida

REGISTRATION/CERTIFICATIONS:

- Real Estate Associate License No.: 3265276
- Home Inspector No.: HI4420
- TIN: A62642171
- CTQP Asphalt Paving Level 1 & 2
- CTQP Concrete Field Tech Level 1
- CTQP Drilled Shaft Inspector
- CTQP Earthwork Level 1 & 2
- CTQP Final Estimates Level 1
- Intermediate MOT
- ACI Field-Testing Technician Grade 1
- IMSA Signal Inspector Level 1
- IMSA Traffic Signal Field Technician Level 1 & 2
- IMSA Fiber Optic Level 1
- Nuclear Radiation Safety / Hazmat FDEP Stormwater Erosion and
- Sedimentation Control Inspector
- 30-hour OSHA Safety Training
- Mass Slab Concrete Repair/Epoxy **Injection** Technician
- Methacrylate inspection and placement
- FDOT Auger Cast Piles Inspection

Mr. Archer is a Senior Inspector with 15 years of experience in bridge, roadway and ITS construction projects. Mr. Archer is well-rounded and brings a strong background and experience with ITS installations & Electrical components. In addition, he brings other relevant inspection experience for this project including pile driving, retaining walls with soil anchors, auger cast pile noise wall construction, miscellaneous dilled shaft foundations and roadway work items including subsoil excavation, paving, pond/lake grading, and drainage installation. Mr. Archer provides excellent field documentation, including daily work reports, density log book preparation and review. He has obtained numerous certifications to excel in his role and is also OSHA Trained.

Florida's Turnpike Enterprise, Dolphin Stadium Ultimate AET Installation (SR 91 MP 2X), Contract No. E8S00, FIN 441067-1-52-01, Miami Dade County; Cost \$5.3M

Reference: Jaime Gomez, Project Manager (954) 789-1383 • Senior Inspector -. Jeff works on an as needed basis, The scope of services on the project includes the construction of two Automatic Electronic Toll (AET) Gantries to replace the existing Tolling system, including the demolition of the existing tolling canopy, the ITS building and equipment, overbuild, Milling & Resurfacing of the exit/entrance ramps, installation of drainage systems, signing and pavement marking, ITS features, utility and ITS relocations, landscaping, and lighting. The project involves extensive ITS conflict resolution. This is high-profile project at the Hard Rock Stadium. *Part-time for Building demolition and Gantry Installations

FDOT District 4, SR-834 / Sample Road from Rock Island to SR-5 / US-1, FIN(s) 436341-1-52-01/02; Broward County; Cost \$1.9M

Reference: Tapesh Sookram, FDOT Project Administrator (954) 320–9304 • Senior Inspector – The improvements under this contract consisted of a bus gueue-jump system software, hardware, and integration, as well as pedestrian lighting retrofits at 19 intersections including work within limited access rights-of-way, with concrete sidewalks, detectable warnings, mast arms and traffic signals, aluminum signals poles and posts, vehicular and pedestrian detectors, overhead electronic display signs, prestressed electrical service poles, light poles, and lighting at selected locations along SR 834 (Sample Rd.) Mr. Archer duties included verifying,

documenting and inspecting all construction activities, materials and equipment. Project Started: 3 - 2019 / Project Completed: 4 - 2020

FDOT District 1, CEI Services for ITS Equipment Dynamic Message Sign Replacement, FIN 417733-4-62-01; Collier and Lee Counties

Reference: Josephine Mak, FDOT Project Manager (239) 985-7840 • ITS Inspector – Duties included inspection and verification of fiber optic conduit and cable installation and testing, ITS field cabinet installation, pull box and splice vault installation. Witnessed all DMS sign Pre-Installation Tests, Field Acceptance Tests, Standalone Tests, and Grounding Tests. He was also responsible for the field inspection of DMS sign change-outs and DMS Catwalk modifications, including all MOT operations, including nighttime and Pacing Operations. The scope was design, procurement, installation and integration for replacement of 24 dynamic message signs (DMS) on Interstate 75 in Collier and Lee Counties between Mile Marker 61.0 and Mile Marker 145.2. This project included replacement of new ITS field cabinets meeting FDOT Standard Specifications, Section 676 Traffic Cabinets. The corridor contains existing ITS devices, including DMSs, CCTV cameras, vehicle detection systems (VDSs), field control cabinets, power services, a fiber optic network, generator backup system and all ancillary components that comprise the operational ITS network. These devices were controlled from the District One. All new DMS and components will be integrated into District One's SunGuide® software for operation from their Regional Transportation Management Centers. Testing the DMS system was required. Project Started: 2 - 2018/Project Completed: 1 - 2019

RALPHY DIAZ

SENIOR UTILITY INSPECTOR



15 years

EDUCATION:

College of Aeronautics – New York 2003 to 2005

Richmond Hill High School - New York, NY – 1997 to 2001

REGISTRATION/CERTIFICATIONS:

- TIN: D20072083
- CTQP Asphalt Paving Level 1 & 2
- CTQP Concrete Field Technician Level 1
- CTQP Earthwork Level 1
- CTQP Final Estimates Level 1
- FDOT Critical Structures Self Study
- Intermediate MOT
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- ACI Field Testing Technician Grade 1
- IMSA Fiber Optics Technician
- Nuclear Radiation Safety / Hazmat

Mr. Diaz has been managing projects of various scopes for 15 years, with a focus in Construction Engineering Inspection, Utilities, and Permits Coordination and oversight in the most recent few years. Mr. Diaz has multiple past project experience reading and interpreting Plans and Specifications, ensuring contractors are completing work as per specifications, and performing duties on behalf of agencies for Project Administration.

Construction Inspector / Assistant Project Manager for Broward County

Reference: Arethia Douglas, Broward County Transit Department 954 357 8375 • Construction Inspector/Assistant Project Manager - Mr. Diaz managed, inspected, provided guidance and oversee the construction of FPL Utilities behind the right of way (ROW) line on Broward County Bus Terminal at 5440 Ravenswood Dr , Dania Beach, FL. Assisted with the installation of a 13 KV Pad-Mounted Switch gear, installation of a 6700 lbs Feeder Splice Box, trenching & installing FPL conduits of (4) 6" conduits for 465' from the ROW of line and A 2500KVA pad mount transformer that will step down the voltage from 13KV to 277/480 volts for electric charging stations for the terminal. Project Started 1 - 2020 / Project Anticipated Completion: 3 - 2020

Project Management for City of Riviera Beach; Palm Beach County

Reference: Terrence Bailey, City of Riviera Beach (561) 301-3215 • Project Manager – Served on multiple projects in the past the City, including: Dune Walkover for Beach access through a 5' city easement between 5150 N. Ocean Drive and Construction Coastal Line, Avenue H Neighborhood Infrastructure Improvements, Avenue O Neighborhood Infrastructure Improvements, Singer Island Yacht Harbor Infrastructure Improvements, Community Development Block Grant (CDBG) 17-18 Avenue O & 36th St. and CDBG 18-19 Ave M. The Community Development Block Grant is a program with the county that provides partial funding for projects as per agreements made between Palm Beach County and the City of Riviera Beach. Mr. Diaz responsibilities on the above projects include putting together Bid Contracts for the City, overseeing

the contractors ensuring they meet their milestones, coordinating with all Utility Companies (ex. FPL, Comcast, AT&T and Verizon), reading and interpreting Plans and Specifications ensuring contractors are completing work per specifications, completing roadway, utility, and permit inspections, processing payments for the contractors who have been awarded contracts by the City, responding to resident complaints and addressing resident concerns in regards to active projects, responding to contractors construction concerns, attend bi-weekly construction progress meetings or as needed, and perform all Civil Engineering Inspections for all types of rock base, pavement, striping and sealing for the City of Riviera Beach.

Project Started: 2018 / Project Completed: 7 - 2019

Regional Advisor

Managed and supervised all new incoming Energy Service Rep's and Inspectors. Coached employees to make sound business decisions, and successfully managed multiple assignments with proper case progression. Assist all staff with all processes to provide safe and efficient service to our customers. Coached employees in all areas for example Customer Service Procedures, Specifications, Compliance, Safety, as well as proper Personal Protective Equipment, and Rates and Tariffs. As a Safety Advocate, it is always at the forefront of every job and situation I come across. I have also been able to initiate the implementation and training for all Energy Service Representative on customer self-scheduling and short form processes. Educated customers and contractors in understanding the process of our requirements. Strong understanding of company specifications and procedures for both gas and electric as well as an understanding of the rates and tariffs. Member of the Training Efficiency Committee. Responsible for improving specifications and ensuring proper compliance.

Project Started: 2016 / Project Completed: 2018





KURTIS HEDRICK Senior Inspector

Kurtis holds 10 total years of experience in the construction industry, 6 of those years in CEI. Kurtis' experience includes inspection of drainage, earthwork, concrete, irrigation, signalization, and asphalt pavement. Kurtis has served on major construction projects within the District 4 and District 6 areas, including the I-75 / Palmetto Expressway Express Lanes project. Kurtis is very eager to continue advancing his career and sharpening his skills as a Senior Inspector in the CEI Industry.

PROJECT EXPERIENCE

Owner: Florida Turnpike Enterprise Project Manager: Todd Kelly, P.E., (407) 264-3370

Construction Costs: \$ 1.875.029.19

Project Name/Description: Replace Great System and Hexfoam Crash Cushions Turnpike-wide

Narrative: The Improvements under this contract consist of crash cushion replacement, crash cushion removal, milling and resurfacing with overbuild, cross slope correction, median barrier wall construction, and other incidental construction. The improvements will take place on various locations including: SR-91-mile marker 66.7, 68.0, 69.7, 70.5, 73.8, 74.6, 75.2, 77.2, 80.2, 112.4, 113.4, 114.3, 115.3, 116.2, and 117.2; SR 589 NB entrance ramp at MP 0.864; West Linebaugh Avenue at MP 5.668; Hutchison Road at MP 10.652; SR 417 at MP 0.053; US Highway 27 at MP 0.295. Kurtis is serving as **Senior Inspector** on this project. **(08/20 – Present)**

Owner: Broward County

Project Name / Description: CEI for Wiles Road from West Riverside Road to Rock Island Road; Coral Springs, FL

Reference: Manuel Fontan, P.E., PTO, Engineering Unity Supervisor, (954) 914-0441

Construction Costs: \$7.5M

Narrative: CEI Services for the reconstruction and widening project of 0.86 miles of Wiles Road. The improvements under this contract consisted of widening the road, adding lanes and major reconstruction of Wiles Road, from west Riverside Road to Rock Island Road. Improvements include water main work such as installation of a 12" main straight over the culverts at Wiles Road and Riverside Road. Kurtis served as *Inspector* responsible for inspection of all drainage, earthwork, concrete, irrigation, signalization marking plans, and asphalt pavement construction for this major reconstruction project. (10/18 – 07/20)

Owner: Miami Dade County

FINs: 249941-5-52-01 & 249941-1-52-01

Project Name / Description: SR 823/NW 57th Ave / Red Road from West 25th Street to West 46th Street to West 54th Street Reference: Juan Fabian, (305) 968-4921

Construction Costs: \$36M

Narrative: The improvements under this contract consisted of adding lanes and reconstruction along SR823/NW 57th Ave from West 46th ST. Extensive water main work such as installation of a 12" water main straight over culverts at West 29th ST and a 36" water main tie-in at the west end of the project per the request of the City of Hialeah Water & Sewer Department.

EDUCATION

Certified Air Conditioning Tech, Fortis Institute, Ft. Lauderdale, FL – 2014 High School Diploma, Ft. Lauderdale, FL – 2010

YEARS EXPERIENCE

CERTIFICATIONS / TRAINING TIN: H362516884

CTQP Asphalt Paving Level I CTQP Asphalt Paving Level 2 (Scheduled FDOT Concrete Field Inspector Level I CTQP Earthwork Construction Level I & II **CTQP** Drilled Shaft Inspection CTQP Pile Driving Inspection CTQP Final Estimates Level I ACI Concrete Field-Testing Tech IMSA Traffic Signal Inspector Advanced MOT Nuclear Gauge Safety Critical Structures Construction Issues FDEP FL Stormwater & Erosion Control Inspector MSE Wall Inspection Auger Cast Pile Project TRACKER Certified

REFERENCES

Broward County Manuel Fontan, P.E., PTOE Engineering Unit Supervisor (954) 914-0441

FDOT District 6

Emmanuel Espinal, P.E., FDOT Project Manager, (305) 640-7414

SAUL FRANCO

INSPECTOR

Mr. Saul Franco is a highly self-motivated communicator with strong interpersonal skills and a deep ability to achieve desired results in a fast-paced environment. He is an analytical problem solver that works well both independently and as part of a team. Mr. Franco has experience in roadway design services as well as an inspector/assistant project administrator with KCI.

FDOT District 4, Districtwide Utility Coordination, Broward County, FL. Roadway Design. Mr. Franco assisted utility coordinator responsible for managing the utility coordination contract with FDOT District 4. He has provided utility coordination services and utility certifications for multiple District 4 design projects. His responsibilities include the identification of existing and proposed utility facilities, resolution of conflicts between utility facilities and proposed construction, and assisted the project manager on complete utility coordination services including the development of the final Utility Certification Package.

SR-714 / Martin Highway SWAT Project, FL. Roadway Design. Mr. Franco assisted the project manager responsible for the development of complete construction plans and specifications. he developed typical section package and preliminary alignment and assisted with pavement design packages. SR 714 Martin Highway is being reconstructed as a divided four-lane urban typical section, and requires significant right of way acquisition. The project is being constructed between SW 48th Ave / SW Citrus Blvd and SW Martin Downs Blvd. The project includes upgrading the signalized intersection at SW Citrus Blvd, ADA ramp improvements, sidewalk construction, closed drainage system, signing and pavement marking, utility coordination, permitting and landscaping.

NW 52nd St from NW 107th Ave to NW 97th Ave and NW 102nd Ave from NW 58th St to NW 41st St, Doral, FL. *Roadway Inspector*. Mr. Franco observed the

installation of new drainage structures, installation of French drain, milling and resurfacing of existing asphalt pavement and new bike paths, replacement of existing pavement markings and new installation of RPM's, observe the forming and pouring of sidewalk and curb along the project site. He complied with all FDOT LAP document requirements including MOT for pedestrian, school zones, and vehicular traffic throughout project site. Mr. Franco attendancd various project progress meetings, as required. He recorded all work performed and material used to provide a full accountability at projects end.

SR A1A/Collins Avenue Utility Undergrounding from 158th Street to 186th Street Sunny Isles Beach, FL. Inspector. Mr. Franco oversaw part one of a three part phase project, which will consist to move trench and install utility conduits from above to underground. This was a joint participation with Comcast, Atlantic Broadband, Hotwire Communications, FPL and the City of Sunny Isles Beach. The work included nightly roadway closures and deviation in order for crews to access the current assigned area to removing existing road material, trench underground, install conduits, add allowable concrete or cement, and later asphalt to reopen the roadway for the visitors and citizens traveling through a main thoroughfare A1A/Collins Avenue. Mr. Franco's duties also included capturing the current conditions of the project and update post evening work accordingly to provide a final as built plan to project leaders.

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

Years of Experience: 5 TIN: F65278087

Registrations/Certifications: Earthwork Construction Inspection Level 1 Asphalt Paving Level 1 Final Estimates Level 1 FDOT Concrete Field Inspector Specifications Maintenance of Traffic Intermediate TROXLER – Nuclear Training and Safety HAZMAT Training FDEP Stormwater, Erosion and Sedimentation Control Inspector Training

Education:

BS / Civil Engineering / Florida International University

OSCAR FUGUET





EXPERIENCE:

3 years

EDUCATION:

Civil Engineer Carabobo University Valencia, Venezuela March 2003

REGISTRATION/CERTIFICATIONS:

- TIN: F23065376
- CTQP Asphalt Paving Level 1 & 2 (Level 2 Pending Results)
- CTQP Drilled Shaft Insepctor (Pending Results)
- CTQP Final Estimates Level 1
 CTQP Earthworks Level 1& 2
- (Level 2 Pending Results)CTQP Pile Driving Inspector
- CTOP Plie Driving inspector (Pending Results)
- FDOT Critical Structures Self-Study
- Advanced MOT
- Nuclear Radiation Safety/ Hazmat
- FDOT TRACK
- NHI Bolted Connections

Mr. Fuguet has 3 years of experience on roadway construction projects, including milling/resurfacing, roadway widening, roadway reconstruction, bridge rehabiliatition, drainage improvements, urban construction and LAP projects. Mr. Fuguet is able to monitor necessary field documentation, prepare daily work reports, and verify required MOT and Erosion control setup throughout the duration of the project. He is a valuable team member, ready and able to work with the Senior Inspector, project team, and Contractor to produce quality and successful projects.

City of Riviera Beach, Inspection for Various City of Riviera Beach Public Works Projects, Palm Beach County

<u>Reference:</u> Terrence Bailey, City of Riviera Beach (561) 301-3215 • Inspector Aide – Providing project inspection on multiple infrastructure projects (Avenue O, Avenue H & Avenue M Neighborhood Improvements, and Yacht Harbor Manor Improvements). Projects include water main replacement & connections feeding from the mainline to the resident's water meter boxes, storm drainage installation, roadway reconfiguration, curb & gutter, and sidewalk construction & sanitary sewer point repairs and sanitary sewer lining (Avenue M did not include sewer portion). Other duties include preparing daily work reports, resolving field issues, attending progress meetings and taking minutes, oversight of Contractors, & reviewing quantities in Contractor pay applications. <u>Project Started: 6 - 2019 /Project Completion: On-Going</u>

City of Wilton Manors, NE 26th Street Roadway Improvements LAP Project, FIN 438122-1-58/68-01, Broward County; Cost: \$1.1M

<u>Reference:</u> Todd DeJesus, City of Wilton Manors Project Manager (954) 390-2105 • Inspector Aide – Project includes milling and resurfacing, roadway widening, bike lanes construction, new sidewalk, curb & gutter, ADA ramps, minor drainage improvements, minor fencing improvements, mailbox relocation, sod installation, driveway harmonization, solar powered signage, new signing and pavement markings. Mr. Fuguest was responsible for overseeing day-to-day field activity, preparing daily work reports, checking delivery tickets for completeness with federal/LAP requirements, & ensuring Contractor EEO compliance.

Project Started: 9 - 2019 / Project Completion: 4 - 2020

Century Village Boca Raton, Miscellaneous Construction Engineering Inspection Services, Palm Beach County

<u>Reference:</u> Robert Streather 954-421-5566 ext.954211 • Asphalt Inspector- Provided construction observation and inspection of asphalt paving and striping operations. Areas work was performed included Swansea Road, Upminster Road, Richmond Road, Durham Road, Cambridge Road, Westbury Road, and adjoining parking lots for these areas. <u>Project Started: 6 - 2019 / Project Completed: 11 - 2019</u>

Palm Beach County, East Camino Real/ Boca Club Bascule Bridge Rehabilitation, Contract 2003501; Cost: \$8.9M

<u>Reference:</u> Sandra Öspina P.E. PBC Project Manager (561) 478-5795 • Inspector Aide - Improvements consisted of bridge rehabilitation with new bridge foundations, new substructures, deck replacement, new machinery and controls for the bridge, new sidewalk, traffic railings, complete tender house relocation, pedestrian railing construction, road approaches reconstruction and fender system upgrades. Oscar prepared daily reports, documented quantities, and oversaw materials testing operations. Project Started: 5 - 2018 / Project Completed: 8 - 2019

ATIO USA LLC, Clewiston, FL • Installation Project Coordinator - Coordinate daily activities of plant personnel, electricians and mechanical installers. Created and maintained project timelines. Process all requirements to buy materials and the equipment necessary for the execution and completion of projects. Provide support in the reading and understanding of installation drawings. Assist with trouble-shooting and necessary repairs as well as installations. Inspect and repair equipment. Enforce safety regulations. Maintain organization and cleanliness in the work area, for each of the work teams. <u>Started: 3 - 2018 / Completed: 2019</u>

WILMER SANABRIA



INSPECTOR

EXPERIENCE: 3 years EDUCATION: Industrial Engineering, BS Universidad Cooperativa de Colombia. Bogotá,	Mr. Sanabria possesses 3 years of experience on roadway construction projects and is ready and able to work with the Senior Inspector, project team, and Contractor to produce quality and successful projects. Mr. Sanabria has strong knowledge of field documentation, drilled shaft installation, auger cast pile inspection, asphalt paving, daily reports, density logbook, and MOT and possesses many certifications to serve in his designated team role. Mr. Sanabria is regarded as AE's drilled shaft installation "expert" having inspected the installation of over 200 drilled shafts.
Colombia, 2014	FDOT District 5, SR 200 from East of SW 60th to SW 36th Avenue, FIN 437344-
REGISTRATION/CERTIFICATIONS:TIN: S51688691	 1-52-01/435659-2-52-01; Marion County CEI Inspector – These projects consist of milling and resurfacing improvements to a 6-lane urban segment of SR 200 (a distance of 3.1 miles) and milling &
 CTQP Asphalt Paving Level 1 & 2 CTQP Concrete Field Technician Level 1 CTQP Drilled Shaft Inspector CTQP Earthwork Level 1 & 2 CTQP Final Estimates Level 1 Intermediate MOT FDOT Critical Structures Self - Study ACI Concrete Field-Testing Tech Grade1 FDOT Auger Cast Pile Inspector 	resurfacing/widening improvements to I-75 Interchange Ramps 'B', 'C', and 'D'. Additional improvements include SR 200 roadway widening through the I-75 interchange to accommodate new 7' buffered bike lanes, right-turn lane construction, construction/modification of a closed-drainage conveyance system (requiring jack & bore operations), extension of a 3'x3' concrete box culvert, new guardrail installation, barrier wall construction, sidewalk construction, turnout construction, installation of new mast-arm signalization, TMS installation, installation of new roadway lighting, installation of new signing & pavement markings, and landscape installation. <u>Project Started: 8 – 2018 / Project Completed: On-Going</u>
 FDEP Stormwater Erosion and Sedimentation Control Inspector Nuclear Padiation Safety 	FDOT District 4, T4498 Congress Avenue from N of 45 th Street to Blue Heron Boulevard, FIN 436893-1-52-01, Palm Beach County

Nuclear Radiation Safety

NHI Bolted Connections

N of 45th Street to Blue Heron Boulevard, FIN 436893-1-52-01, Palm Beach County Reference: Hemberth Salazar, Project Administrator (786) 306-9269 • QC Field Inspector - The improvements under this contract consisted of the construction of

Pull Box Foundations, Junction Slab and Pedestals for Light Poles and Traffic Railing for Light Pole. Mr. Sanabria served as the QC Field Inspector for this contract providing concrete field inspections. Project Started: 10 - 2019 / Project Completed: 3 - 2020

FDOT District 5, SR 200 Milling & Resurfacing and Widening, FIN(s) 437344-1-52-01 & 435659-2-52-01

Reference: FDOT Project Manager, Denise Larkin (352) 620-3007 • CEI Inspector – These projects consisted of milling and resurfacing improvements to a 6-lane urban segment of SR 200 (a distance of 3.1 miles) and milling & resurfacing/widening improvements to I-75 Interchange Ramps 'B', 'C', and 'D'. Additional improvements included SR 200 roadway widening through the I-75 interchange to accommodate new 7' buffered bike lanes, right-turn lane construction, construction/modification of a closed-drainage conveyance system (requiring jack & bore operations), extension of a 3'x3' concrete box culvert, new quardrail installation, barrier wall construction, sidewalk construction, turnout construction, installation of new mast-arm signalization, TMS installation, installation of new roadway lighting (w/overhead cantilever signs), installation of new signing & pavement markings, and landscape installation. Eight (8) drilled shafts required inspection on this project. Project Started: 8 - 2019 / Project Completed: On-Going

FDOT District 1, T1725 Ventura Ave from Lopez St to Berner Rd, City of Labelle Hardscape and Entry Sign, FIN 431318-1-52-01, Hendry County

Reference: Stacy Hill, Project Administrator (863) 991-4130 • CEI Inspector – The improvements under this contract consisted in the construction of 8 drilled shaft for 4 new entrance signs to the Labelle City. Mr. Sanabria served as the Field Inspector for this contract providing field inspections of Drilling Shafts. Project Stated: 9 - 2019 / Project Completed: 1 - 2020

FDOT District 2, SR A1A Widening from W of Rubin Davis Lane to E of CR 107 (Scott Road), FIN 210712-4-52-01, Nassau County Reference: Project Manager, Samantha Rambeau (386) 269-3602 • Drilled Shaft Inspector - The improvements under this contract consisted of milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutter, traffic signals, highway signing, guardrail, bridges, sidewalks, JEA water and sewer, and other incidental construction on SR 200 in Nassau County from West of Rubin Road to East of CR 107/Scott Road. Project Started: 8 - 2019 / Project Completed: 12 - 2019



MUAYAD MOHAMMED, M.S. Inspector

Muayad has a solid educational background and a clear understanding of various aspects of civil engineering such as construction management, construction engineering and inspection, transportation, geotechnical, and structural engineering. Muayad is proficient in softwares such as AutoCAD, ArcGIS, Geosystem, and Microsoft Project. His diverse knowledge and project experience includes roadway and bridge inspection, concrete inspection, structures inspection, review of traffic control plans, geotechnical analysis, and design. Muayad is dedicated to further advancing his career in CEI and ensures diligence and excellence in all aspects of his work.

PROJECT EXPERIENCE

Owner: FDOT District 4 Project Manager: Scott Passmore, P.E. (561) 370-1127 FIN: 432344-1-52-01 Project Name/Description: CEI Services for SR 804/Boynton Beach from west of Jog Road to Congress Ave Cost: \$8.3 Million (Federally Funded)

Narrative: Muayad is serving as *Inspector* on this project consisting of the Resurfacing, Restoration, and Rehabilitation (RRR Project) for a 6-lane divided highway (Boynton Beach Blvd), an urban principal arterial at 3.7 miles of Boynton Beach Blvd. MEHTA is the Prime CEI Consultant. **(08/20 – Present)**

Employer: VRX Global

Owner: TxDOT El Paso District

Project Name: I-10 Connect Project; El Paso, TX Cost: \$96 Million

Narrative: Muayad serves as an *Inspector* and *Assistant Project Manager* responsible for assisting TxDOT with roadway and bridge inspections, conducting structural civil inspections on new bridge constructions, performing pre-pour and final concrete inspections on sub-structures and super-structures, and conducting traffic control audits to ensure safety of traveling public, Contractors, and other on-the-job personnel. The I-10 Connect Project is at the convergence of US 54 and I-10 in El Paso County. The project extends from I-10 to Loop 375 (César Chávez Border Highway) and provides access to the Bridge of the Americas (BOTA) Port of Entry. **(2019 – Present)**

Employer: University of Texas El Paso

Narrative: Muayad works an *Instructor* at the University of Texas El Paso for the graduate Construction Management students. Muayad assists students, reviews work and projects, and guides students to achieve their high academic standards. (2018 – Present)

Employer: Geometric Engineers

Owner: El Paso International Airport

Project Name: Reconstruction Runway at El Paso International Airport

Narrative: This \$30M project consisted of the reconstruction of Runway 4-22, existing shoulders, and portions of connecting taxiways. In addition to pavement reconstruction the project included drainage improvements throughout the limits of the project, replacement of the runway and taxiway lights and signs, and various electronic equipment and appurtenances.

EDUCATION

M.S in Construction Management University of Texas at El Paso, 2018 B.S. in Civil Engineering University of Texas at El Paso, 2017

YEARS EXPERIENCE

.

CERTIFICATIONS/TRAINING

Advanced MOT *CTQP Asphalt Paving Level I (Scheduled 8/31/20) CTQP Earthwork Level I CTQP Final Estimates Level I FDOT Concrete Field Inspector ACI Concrete Field Testing Technician NPDES Stormwater Inspector Nuclear Gauge Safety Certificate Critical Structures Construction Issues OHSA 10-HR

AutoCAD Software ArcGIS Software GEOSYSTEM Software C2 STEM Transitions – NASA Grant Scholarship S-STEM Scholarship – El Paso Community College American Society of Civil Engineer Member Traffic Control Certified Engineering Award for *Best Senior Design Project*

REFERENCES

TxDOT Jorge Oregel, P.E. (915) 356-0304

California DOT Ismail Balal, (213) 800-6665

University of Texas El Paso Dr. Austin Marshall, (915) 247-1170



MICHAEL MOSSEY, PSM Senior Surveyor & Mapper

Mr. Mossey has over 40 years of experience in land surveying and mapping in South Florida. He has extensive senior project management experience for large-scale projects and continuing service, on-call type contracts for both public and private sector clients. He is a highly talented Quality Surveyor with a successful track record in budget estimation, valuation of items and completing

projects on time. Mr. Mossey's experience includes a wide range of projects incorporating GIS deliverables for various agencies including Broward County, the Federal Aviation Administration (FAA) and municipalities.

RELEVANT PROJECT EXPERIENCE

Pompano Beach Boulevard Streetscape, Pompano Beach, FL: Mr. Mossey was responsible for the Coastal Hydrographic and Topographic Surveys for Florida Department of Environmental Protection (FDEP) Permitting for the design and construction of the roadway and pedestrian pathways adjacent to the beachfront. The project was situated seaward of the Coastal Construction Control Line therefore the design required extensive hydrographic and topographic survey in accordance with the requirements of the Florida Department of Environmental Protection-Division of Beaches and Shores as set forth in Section 62B-33.0081.

Pompano Beach Oceanside Fire Station #11, Pompano Beach, FL: KEITH is working with a team of consultants with the primary responsibility of surveying and platting to construct a new barrier island Oceanside Fire Station (Station # 11) in Pompano Beach. The proposed site required a land use plan amendment, rezoning, platting and site plan approval before the station could be permitted. KEITH coordinated with City staff and other consultants to properly time the plat approval in conjunction with the plan amendment as well as coordinating with the architect and FDOT for the plat opening along A-1-A for the fire station driveway. As Survey Project Manager, Mr. Mossey prepared Boundary and Topographic Design Survey including tree locations and identifications for this new public facility station on A-1-A including offsite improvements. Services included easement vacations plat preparation, processing and recordation.

Pompano Beach Fire Station #103, Pompano Beach, FL: As a sub-consultant to Currie Sowards Aguila Architects, KEITH responsibilities included the following services: preparing boundary and topographic surveys; plat preparation and processing; preparation of documents and attendance meetings for the site plan approval; pre-application meeting with agencies having jurisdiction; prepare all required bidding and construction documents for the projects, design plans, supplementary contract requirements, technical specifications and cost estimates; provide assistance for LEED BD+C rating documentation and processing; prepare and process all required plat permit applications and submittal packages as required for permit issuance of all agency permits.

Pompano Beach GIS Mapping Services Pilot Project, Pompano Beach, FL: KEITH was tasked to locate all water meters and valves, sanitary manholes and cleanouts, and storm drainage inlet structures and manholes with at least sub-meter grade GPS (Global Positioning System). The general limits of the project are from McNab Road (SE 15th Street) to the southerly edge of water of Lettuce Lake (just North of SE 8th Street) and from the easterly right-of-way of Federal Highway to the westerly edge of water of the Intracoastal Waterway. Mr. Mossey served as Senior Project Surveyor for this GIS project and is currently working in this geographic area and progress up to 1,550 data points. Once completed, KEITH will edit the files by moving the existing utilities, including any pipes, services or laterals that connect to the structure, to the true, GPS-verified location. The attribute data attached to each utility will remain unchanged.



Years of Experience 40

Education Maryville College, Maryville, Tennesee

Professional Registrations State of Florida Professional Surveyor & Mapper #5660

Professional Affiliations Florida Society of Professional Surveyors & Mappers

> Secretary, Broward Chapter FSMS, 1999-2000 and 2000-2001



TIMOTHY GRAY, PSM

Project Surveyor

Mr. Gray is a Surveyor & Mapper with over 19 years of experience with surveying in South Florida. He is a graduate of the University of Florida's Geomatics Program. His experience includes a variety of surveying assignments, including: Right-of-Way mapping, chain of title research and review, computations, topographic surveys, drainage surveys, ACSM/ALTA surveys, digital terrain models (DTMs), condominium surveys, and calculated parcel/construction

stake outs. His experience has included projects for both public and private sector clients. Mr. Gray is proficient in the industry's software including MicroStation XM, Leica Level-pac, GeoPak, Caice, and AutoCAD. He is also proficient in the processing of survey data including both Electronic Field Book (EFB) and Tripod Data Systems (TDS) Data collection.

RELEVANT PROJECT EXPERIENCE

Pompano Beach Design/Build Pier Beach Parking Garage, Pompano Beach, FL: The new Pompano Beach Pier/Beach Parking Garage is located at the southeast corner of North Ocean Blvd. (S.R A1A) and NE 3rd Street on a 3.5-acre site. The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels of the garage and some retail space on the ground level fronting NE 3rd Street and the new Pier Street. As part of the design-build team, led by Kaufman Lynn Construction, KEITH was responsible for Planning, Surveying, Utility Coordination/Investigation, Civil Engineering, Landscape Design, Permitting and Construction Inspection of the project.

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

Pompano Beach Downtown Connectivity Plan, Phase 1 & 2, Pompano Beach, FL: KEITH is responsible for performing an area wide study of the Northwest CRA existing infrastructure to create an underground utilities atlas map as well as to analyze the existing roadway infrastructure for suitability, connectivity, and circulation. KEITH prepared an assessment of the existing facilities and provided recommendations on suitability of the CRA's land use. The proposed improvements are to include pedestrian friendly streetscape with landscape/hardscape beautification features along MLK Jr. Blvd. and in Old Pompano Downtown; including special pavement materials, pedestrian lighting and roadway, streetscape furnishings, utility adjustments, and drainage and roadway improvements.

Martin Luther King Boulevard, Pompano Beach, FL: As a Project Surveyor, Mr. Gray was tasked with providing ASCE Standard Quality Level B (Designating) and Quality Level A (Locating) Subsurface Utility Engineering services to assist the design engineer on accurately identifying the existing utilities in order to mitigate conflicts with the proposed design.

KOI Residences and Marina, Pompano Beach, FL: Mr. Gray is responsible for preparing all of the Elevation Certificates, Final Boundary surveys for the individual units and the as-built surveys for this 8.8 acre development which includes 350 residential condos and apartments, restaurant and commercial retail units.

FDOT District 4 Districtwide Surveying & Mapping Services FPID 425037-1-32-01, Broward County, FL: Mr. Gray served as the project surveyor on this Districtwide Surveying and Mapping Contract. For this contract, Mr. Gray completed multiple Task Work Orders including design surveys for I-95 at SW 10th Street (S.R 869) and S.R 845 (Powerline Road). In addition, this contract included major R/W Surveys for Interstate 75 in Miami Dade County and the FEC Railroad in Palm Beach, which included calculating the historic Baseline of Survey. He also completed the R/W Control Survey for 14th St Causeway (S.R 844). As with all Districtwide contracts, this contract included miscellaneous tasks, such as additional DTM surveys, drainage as-builts, parcel stake-outs, both horizontal and vertical control needed for the various tasks.



Years of Experience 19

Education BS Geomatics, University of Florida, 1999

Certifications Registered Professional Surveyor & Mapper, Florida #LS6604

Engineering Inspired Design.

MARK MITCHELL Director of Subsurface Utility Engineering As Director of Subsurface Utility Engineering for KEITH's SUE/subsurface utility engineering division, Mr. Mitchell is responsible for the oversight of the day to day operations of all subsurface utility engineering projects. Mr. Mitchell's role allows him to review and determine if additional utility investigation is needed for assigned projects in South Florida. He completed projects from beginning phases to final delivery; which included preparing and submitting fee proposals, coordinating

with clients. Mr. Mitchell performs quality control and finalizes the delivery while keeping clients informed on a daily basis. His experience also includes creating DTM's, Topo's, Tin Models, PNC's and Test Hole summary spread sheets. Mr. Mitchell provides a liaison between designers, utility agencies and owners on behalf of clients to provide utility coordination services, providing documentation, inter-coordination and maintenance of files of all activities for each utility agency.

RELEVANT PROJECT EXPERIENCE

City of Pompano Beach CRA Miscellaneous Engineering and Surveying Services, Pompano Beach, FL: KEITH is currently providing general engineering and surveying and mapping services to the CRA on an as needed basis on this ongoing continuing services contracts. Some projects provided under this contract include: MLK Boulevard Study & Boundary Survey, MLK Boulevard Planning & Design, FEC Railroad Right-of-Way Study, Municipal Pier Restaurant Redevelopment, MLK Boulevard Street Vacation Services, Pompano Beach Boulevard Streetscape & Dune Revitalization, East Atlantic Boulevard/Pompano Beach Boulevard Surveys, Old Pompano Area Design Survey (North of Atlantic Boulevard), NW CRA Update Boundary Survey to Design Survey, MLK Boulevard Survey (I-95 to Dixie Highway), Right-of-Way Vacations & Dedications for NW CRA (NW 4th Street and NW 4th Avenue), Esquire Lakes Sign Survey, Professional Services for Mixed-Use Downtown Pompano Connectivity Plan, NW 6th Street Topographic Survey and Street Light Locations, NE 1st Street Boundary Survey, Pompano Springs Utility Easements, Ortanique Boundary Survey, NW Corner of NW 6th Avenue/MLK Boulevard Plat & Re-Plat, FPL Utility Easements, MLK Boulevard Update Survey, Professional Services for the Development of 731 Hammondville Road, Professional Services for MLK Boulevard Streetscape Improvements, FEC Flagler Corridor Landscape Easements, Pompano Beach Library Branch Relocation Survey, Rezoning of NE Corner of MLK Boulevard & NW 6th Avenue, Atlantic Point Boundary and Topographic Surveys, Trafficway Plan Amendment for MLK Boulevard/Hammondville Road, Bailey Hotel Boundary Survey, Old Pompano Area Water and Sewer Improvements for Future Development Restaurants, and MLK Boulevard Water Main Design.

SR A1A Conversion, Pompano Beach, FL: As the field supervisor, Mr. Mitchell was tasked with providing ASCE Standard Quality Level B (Designating) and Quality Level A (Locating) Subsurface Utility Engineering services to assist the City of Pompano Beach Project Manager on preparing the design build documents to be released for bid.

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



Years of Experience

20

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Phone: (866) 781-6889 •Fax: (866) 784-8550 www.floridaengineeringandtesting.com 250 S.W. 13th Avenue Pompano Beach, FL 33069

Mark A. Mesiano, P.E. Principal Engineer



Education:

B.S. Civil Engineering, University of South Florida, 1990

Professional Registration:

Professional Engineer, Florida Registration No. 48202

Professional Engineer, Colorado, Registration No. 31593 (inactive)

Technical Certifications:

- Florida DOT Pre-stressed Concrete Inspector
- Radiation Safety Officer and Instructor, PSI, Inc.
- Structural Masonry Inspector, FL Concrete & Products Association (expired)

Mr. Mark A. Mesiano, PE. 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. The following are just a few representative projects with a focus on geotechnical engineering:

Select Projects:

- Tampa International Airport (1987) Resident Inspector responsible for inspections and testing of Airside "F" Terminal Building, Airside "F" ATS, and Airside "F" Loading Bridge Caissons (drilled shaft foundations)
- Representative Mass Earthwork Projects
 - E470 Highway Project; Colorado (1995-1997) Resident Project Manager\PE for all QC testing of Soils, Concrete & Asphalt for Segments I, II, and III (29 miles of 4 lane toll highway, with 30 bridge structures)
 - TECO Polk Power Plant; Tampa (1988) Project manager for soils and earthwork testing for the rock quarries conversion into power plant site
 - Florida Power Hines Energy Complex Power Plant; Bartow (1989) -Project manager for soils and earthwork testing for the rock quarries conversion into power plant site
- Plantation Oaks Elementary (School "Z"); Orange Park (2006) Geotechnical exploration (SPT borings and foundation recommendations) for a new elementary school site
- Hotel Indigo; Jacksonville (2007) Project manager of construction for new hotel including monitoring of ground modifications (vibro-replacement/ stone columns) foundations
- Crosstown Parkway Extension; Port Saint Lucie (2008) Project manager for construction materials testing including of onsite monitoring of pile driving at I-95 overpass
- Becker Road Extension; Port Saint Lucie (2008) Project manager for construction materials testing including of onsite monitoring of pile driving at I-95 interchange

CHRIS MILLER, RLA, ISA, IA, LEED AP, SITES AP, LIAF, FNGLA

Mr. Miller is a highly qualified landscape architect with a keen interest in the Green Industry. His broad range of experience includes all phases of the design process from site analysis, concept generation and project planning to landscape, irrigation and amenity designs. He also has experience in final implementation. He is known for his innovative design solutions and immaculate attention to design details, construction specifications, plan reviews and hands-on construction inspection. Combined with the ability to recognize and solve the complex requirements of project integration, Mr. Miller's expertise includes a thorough understanding of Florida's ecosystems and critical water conservation principles. These strengths are complimented by his skill in photography and effective presentations. His extensive array of project experience includes planning, design and construction inspection of commercial developments, parks, municipal centers, streetscapes, FDOT roadway beautification projects and more. Mr. Miller currently holds 15 Green Industry Certifications.

Beach Streetscape Las Olas Boulevard Phase, Fort Lauderdale, FL. Landscape Architect. This improvement project consisted of roadway realignment, hardscape treatments, ADA upgrades, landscaping, decorative lighting, signage and improved stormwater drainage for a tourist destination known around the world. KCI provided streetscape, roadway, planting, custom tree grates, hardscape, irrigation, landscape, pedestrian and street lighting design, tree relocation plans, bidding assistance, and construction management.

I-95 at I-595, Broward County, FL. Landscape Architect. Mr. Miller's responsibilities included landscape CEI and three-year landscape monitoring on this project, one of the Department's first "BOLD" vision installations of over 2,000 trees and palms.

I-95 at Southern and I-95 at Belvedere, Palm Beach County, FL. Landscape Architect. Mr. Miller performed landscape CEI and two-year landscape monitoring of over 4,000 trees and palms on this FDOT "BOLD" vision project.

I-95 at SR 714 Interchange, Martin County, FL. Landscape Architect. This was a highway beautification project to enhance two mainline corridors by complementing the natural character of existing mature plant communities in the area. It included enhanced existing detention ponds with large masses of shade trees, and an irrigation system designed for the establishment of the drought tolerant plant material. Mr. Miller provided site analysis, concept development, planting design, irrigation design, and construction documents, plus two-year landscape CEI monitoring.

I-75 from Pines Boulevard to Griffin Road and I-75 from Miramar Parkway to Pines Boulevard, Broward County, FL. *Landscape Architect*. Mr. Miller developed planting designs utilizing native plants to enhance the aesthetic appearance of the interchange, irrigation design, and construction specifications.

Years of Experience: 26 Years of Experience: 23 Registrations/Certifications: Registered Landscape Architect / LA6666970 ISA Certified Arborist / Year Certified 2004 ISA Tree Risk Assessor LIAF Certified Landscape Inspector **FNGLA** Certified Horticultural Professional FNGLA Certified Landscape Contractor FDOT MOT Certified FDEP Stormwater Certified FDOT Illicit Discharge Training UF/IFAS Palm Management IA Certified Irrigation Contractor IA Certified Irrigation Designer LEED Accredited Professional SITES Accredited Professional **GREEN** Advantage Certified Practitioner Florida Water Star Accredited Irrigation Professional UF/IFAS Florida Master Naturalist Native Areas Training Academy BLA / Landscape Architecture/ University of Florida Vicenza - Italy Institute of

Vicenza - Italy Institute of Architecture (European Study Program) / University of Florida

I-95 from Cypress Creek Road to Atlantic Boulevard, Broward County, FL. *Landscape Architect.* Mr. Miller provided site analysis, concept development, planting design, irrigation design, utility coordination, and construction documents.

TODD REICH, ISA, LIAF, FNGLA

SENIOR LANDSCAPE INSPECTOR

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

I-95 from Southern Boulevard to Belvedere Road, Palm Beach County, FL. *Landscape Inspector*. Mr. Reich provided landscape construction inspection and establishment period monitoring.

I-95 at I-595 Interchange, Broward County, FL. *Landscape Inspector*. Mr. Reich provided landscape and irrigation construction inspection and establishment period monitoring.

SR 417 Seminole Expressway at I-4, Orlando, FL. Landscape Inspector. Mr. Reich provided landscape inspection to ensure plan compliance with specifications and monthly establishment inspections to ensure long-term landscape installation success.

US 1, FPID #419853-2-52-01, Key Largo and Tavernier, Monroe County, FL. *Landscape Inspector.* Mr. Reich provided landscape construction inspection and establishment period monitoring.

SR 826 from NW 62nd Avenue to NW 42nd Avenue, Miami-Dade County, FL. *Landscape Inspector.* Mr. Reich provided landscape construction inspection and establishment period monitoring.

SR 826 Southbound On-Ramp at S. New River Drive, Miami-Dade County, FL. *Landscape Inspector*. Mr. Reich provided landscape construction inspection and establishment period monitoring.

Years of Experience: 25

Years with KCI: 5

Registrations/Certifications:

ISA Certified Arborist / Year Certified 2006 ISA Tree Risk Assessor LIAF Certified Landscape Inspector UF/IFAS, Landscape Palm Management FDEP Stormwater Inspector FDEP GIBMP FDOT MOT Intermediate FDOT IDDET FDACS LTD Commercial Fertilizer Applicator Broward County Licensed Plumber - Lawn Sprinkler Specialty FL Division of Emergency Management, Debris Management OSHA 10-Hour Certified FNGLA Certified Horticulture Professional FNGLA Certified Landscape Technician FNGLA Certified Landscape Contractor

High School Diploma

SR 907/Alton Road from 5th Street to Michigan Avenue, Miami-Dade County, FL. Landscape Inspector. Mr. Reich provided landscape and irrigation construction inspection and establishment period monitoring.

SR 25/Okeechobee Road from SR 821/Turnpike to NW 79th Avenue, Miami-Dade County, FL. *Landscape Inspector*. Mr. Reich provided landscape construction inspection and establishment period monitoring.

SR 968 from NW 72nd Avenue to NW 27th Avenue, Miami-Dade County, FL. Landscape Inspector. Mr. Reich provided landscape construction inspection and establishment period monitoring.

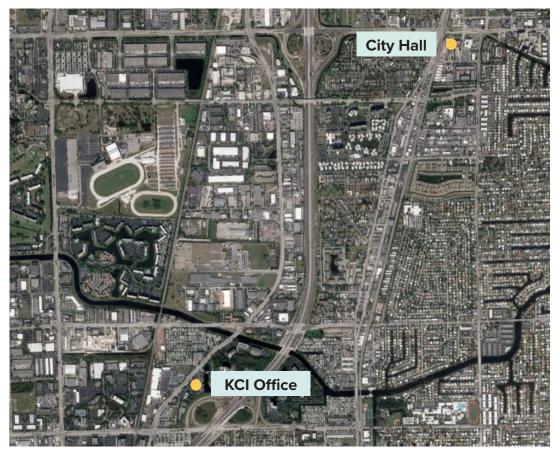
SR 826 from Flagler Street to NW 154th Street and SR 93/I-75 from SR 826 to NW 170th Street, Miami-Dade County, FL. *Landscape Inspector*. Mr. Reich provided landscape construction inspection and establishment period monitoring.

OFFICE LOCATIONS

OFFICE LOCATIONS

LOCAL OFFICE

KCI has an office located on the border of Fort Lauderdale and Pompano Beach at 6500 North Andrews Avenue, Fort Lauderdale, FL 33309. The office is approximately 2.7 miles from the Pompano Beach City Hall building.



SUBCONSULTANTS

Florida Engineering and Testing, Inc., a local woman and minority owned business enterprise (MBE) and Broward County Business Enterprise (CBE), has an office located approximately 1.4 miles from City Hall in the heart of Pompano Beach at 250 SW 13th Avenue, Pompano Beach, FL 33069.

Keith and Associates is our subconsultant for survey services, and they are located at 301 E. Atlantic Boulevard, Pompano Beach, FL 33060. They have been servicing the City of Pompano Beach for over 15 years through a variety of civil engineering, landscape architecture, surveying, and planning design services.

PROFESSIONAL AND ADMINISTRATIVE STAFF

COMPANY	PROFESSIONAL STAFF	ADMINISTRATIVE STAFF
KCI Technologies, Inc.	63	7
Florida Engineering and Testing, Inc.	9	4
Keith and Associates, Inc.	130	15

LOCAL BUSINESSES

LOCAL BUSINESSES

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

Solicitation Number & Title: T-28-20 / Continuing Contract for Construction Engineering Inspection (CEI) Services Prime Contractor's Name: KCI Technologies, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Florida Engineering & Testing, Inc. 250 SW 13th Avenue Pompano Beach, FL 33069	Christine Chang (954) 781-6889	Geotechnical Engineering/Materials Testing/ Special Inspections	5%
Keith and Associates, Inc. 301 E Atlantic Boulevard Pompano Beach, FL 33060	Alex Lazowick, PE, PMP (954) 788-3400	Survey Services	15%

LOCAL BUSINESS EXHIBIT "A"

O: <u>KCI Technologies, Inc.</u> (Name of Prime or General Bidder)	Solicitation Number E-20-20
he undersigned City of Pompano Beach business vith the above contract as (check below)	s intends to perform subcontracting work in connection
an individual	<u>X</u> a corporation
a partnership	a joint venture
he undersigned is prepared to perform the followi reeafter described in detail:	ing work in connection with the above Contract, as
Geotechnical Engineering services	
Construction Material Testing	
Special Inspecturg	
t the following price: <u>TBD by amount of task</u>	<u>vorder received</u>
(Date)	(Print Name of Local Business Contractor)
	250 SW 13th Avenue (Street Address)
	<u>Pompano Beach, FL 33069</u> (City, State Zip Code)
	BY:
	(Signature)
MPORTANT NOTE: Signatures on this form MU and must be uploaded to the Response Attachme	JST be by an authorized employee of Subcontractor ent Tab
OCAL BUSINESS EXHIBIT "B"	

LOC	I <u>SINESS EXHIBIT "B"</u> :AL BUSINESS FORM AS A LOCAL SUBCONTRACTOR
	Solicitation Number T-28-20
TO: KCI Technologies, Inc. (Name of Prime or General Bidder)	
The undersigned City of Pompano Beach busine with the above contract as (check below)	ess intends to perform subcontracting work in connection
an individual	x a corporation
a partnership	a joint venture
The undersigned is prepared to perform the follo hereafter described in detail:	owing work in connection with the above Contract, as
General survey services	
at the following price:TBD	
8/20/20	Keith and Associates, Inc., dba KEITH
(Date)	(Print Name of Local Business Contractor)
	301 E. Atlantic Boulevard
	(Street Address)
	Pompano Beach, FL 33060
	(City, State Zip Code
	BY: Undr
	(Signature)
IMPORTANT NOTE: Signatures on this form N and must be uploaded to the Response Attach	MUST be by an authorized employee of Subcontractor

LOCAL BUSINESS EXHIBIT "B"

N/A

LOCAL BUSINESS EXHIBIT "C

LOCAL BUSINESS UNAVAILABILITY FORM

	<u>BID #</u>	
l,		
	(Name and Title)	
of	, certify that on the	day of
,, I invit items to be performed in th	ed the following LOCAL BUSINESSI e City of Pompano Beach:	ES to bid work
Business Name, Address		Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Said Local Businesses:		
	Did not bid in response to the invita	ation
	Submitted a bid which was not the	low responsible bid
	Other:	
	Name and Title:	
	Date:	
Note: Attach additional do	cuments as available.	

N/A

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

BID #_____

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

8.

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

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

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

CITY OF POMPANO BEACH		
CONTINUING CONTRACT FOR	CONSTRUCTION ENGINEERING AND INSPECTION (CEI)	SERVICES • RLI #T-28-20

Other comments:

LITIGATION

LITIGATION

May 2016 – SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) and KCI Technologies, Inc. [KCI Tech named, but should be KCI Construction Services, LLC] (KCI) – Project – New Fiber Tie Waxpool Rd. - KCI Client: Lightower Fiber Networks - Case No: 101283

Jurisdiction: Circuit Court for the County of Loudoun, Virginia - Status: Closed September 2019 This is a property damage claim filed by SummitIG, a public service company providing telecommunications services throughout Virginia. PEI, a subcontractor to KCI, damaged SummitIG's conduit and fiber while performing excavation services. PEI claims the plaintiff, SummitIG, is responsible for incorrectly marking SummitIG's facilities location.

June 2018 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased; Plaintiffs et al vs Pittman Construction Company; Middle Georgia Paving, Inc; KCI Technologies, Inc.; Georgia Department of Transportation - Case No: 20CV0399 – Filed 5/26/20

Jurisdiction: No venue assigned as of yet. Status: Open

This is a professional liability claim that resulted in a wrongful death of Gregory Moon who was driving his 2016 Harley Davidson motorcycle on SR 11 (US-129) in Jackson County, Jefferson, Georgia toward the intersection of Wayne Poultry Road on his way to work on June 7, 2018 @ 5:30 am. When attempting to change lanes from the right lane into the left lane, Mr. Moon's motorcycle hit steep uneven pavement causing him to lose control. Mr. Moon died on June 13 as a result of his injuries. KCI was hired to perform inspection and supervisory work associated with the paving project.

July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. ETC., et al DFTS, including KCI Technologies, Inc. - Case No: 18-C-64

Jurisdiction: Monongalia County, Circuit County, West Virginia - Status: Settled August 2019

This is a property damage claim. WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site has slipped and caused impact to properties below the wall. KCl did not do the retaining wall design and was not the geotechnical engineer. KCl also did not approve the retaining wall shop drawings/calculations.

December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc./Brian Leslie Watkins, PE/Pennsylvania Department of Transportation (PENNDOT), and Bridgestone Americas, Inc. - Case No: 000427

Jurisdiction: Court of Common Pleas Philadelphia County - Status: Open

This is a professional liability claim. Plaintiff was a passenger in a car with six other occupants and half of the passengers were not wearing seatbelts. The driver wrecked the vehicle which overturned and landed on the roof. The plaintiff received multiple injuries including permanent paralysis from the waist down. The accident occurred in a traffic work zone designed by KCI. The driver plead guilty to recklessly endangering another person in addition to other related offenses. KCI was a sub consultant to URS Corporation (now AECOM) for this project.

December 2018 – Jesco, Inc. vs. KCI Technologies, Inc. - Case No: C-08-CV-18-001151

Jurisdiction: Circuit Court for Charles County, Maryland - Status: Open

This is a professional liability claim. Jesco entered into an agreement to purchase a property with the intent of developing by constructing a two story commercial building, parking areas, and access roads. KCl performed limited geotechnical investigations for Jesco. Based on KCl's findings, Jesco purchased the property. Jesco claims there are defects and faults in the report and that Jesco has incurred losses, costs and expenses as a result.

February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company - Case No: 19C-725

Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee - Status: Open

This is a professional liability claim. Chasity Jackson passed through an intersection and her car ran over the edge of a concrete median that had been recently constructed. The island was not constructed in accordance with KCI's design.

CITY FORMS

CITY FORMS

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

PROPOSER INFORMATION PAGE

RFP <u>T-28-20</u>, Continuing Contract for Construction Engineering Inspection (CEI) Services (number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Joe Gómez, PE	Title South Florida CEI Practice Leader
Company (Legal Registered) KCI Technologies, Inc	·
Federal Tax Identification Number52-1604386	
Address _ 6500 N. Andrews Avenue	
City/State/ZipFort Lauderdale, FL 33309	
Telephone No. <u>(954) 776-1616</u>	Fax No. <u>N/A</u>
Email Address loe Gomez@kci.com	

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

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

TIER 2 LOCAL VENDOR

 \times 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

X 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.

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

8/24/2020	KCI Technologies, Inc.
(Date)	(Name of Firm)
	BY:
	(Name)

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

<u>EXHIBIT E</u>

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?
Florida Engineering & Testing, Inc.	Yes
AE Engineering, Inc.	Yes



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



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



Minority Business Certification

AE Engineering Inc.

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

07/12/2019 to 07/12/2021

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

CITY OF POMPANO BEACH

REVIEWED AND AUDITED FINANCIAL STATEMENTS

REVIEWED AND AUDITED FINANCIAL STATEMENTS

Please see a copy of KCI's most recent complete financial statement, indicating our organization's financial condition, in the Response Attachments tab in the City's eBid system.

INSURANCE CERTIFICATES

INSURANCE CERTIFICATES

						кс	CITECH-01		MMARTIN
ACORD) EF	RTI	FICATE OF LIA	BIL	TY INS	SURANG	CE		(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	MA IVEL	TTEF Y OF	R OF INFORMATION ON R NEGATIVELY AMEND, DOES NOT CONSTITU	LY AND EXTEN	CONFERS	NO RIGHTS ER THE CO	UPON THE CERTIFIC	ATE HO	E POLICIES
IMPORTANT: If the certificate holds If SUBROGATION IS WAIVED, subjection that certificate does not confer rights	ct to	the	terms and conditions of	the poli	cy, certain j	policies may			
PRODUCER Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301				CONTAC NAME: PHONE (A/C, No,	[⊤] Maureen _{Ext):} (302) 4	Martin, AA 172-2914	I FAX (A/C, No urance.com):	
Wilmington, DE 19809			-	ADDRES					NAIC #
				INSURER			arance Company of Pittst	urgh, PA	
INSURED			-				surance Co.		16691
KCI Technologies, Inc. 6500 North Andrews Avenu	е		-	INSURER		mpshire In	surance Company		23841
Fort Lauderdale, FL 33309			-	INSURER	E:				
				INSURER	(F:				
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	^						MED EXP (Any one person)	\$	25,000
							PERSONAL & ADV INJURY	\$	1,000,000
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OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accider PROPERTY DAMAGE (Per accident)	t) \$ \$	
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C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	-						X PER OTH- STATUTE ER	\$	
			WC 012-01-6190		4/1/2020	4/1/2021	E.L. EACH ACCIDENT	\$	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYI	E\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	г \$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Project Name: Continuing Contract for Pro	LES (/	ACORE onal S	0 101, Additional Remarks Schedul Services	le, may be	attached if mor	e space is requir	ed)		
City of Pompano Beach is included as an A	dditio	onal I	nsured under General Liab	oility whe	ere required	by written co	ontract.		
CERTIFICATE HOLDER				CANC	ELLATION				
City of Pompano Beach Purchasing Division 1190 NE 3rd Avenue, Buildi	ng C			THE ACCC	EXPIRATION ORDANCE WI	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.		
Pompano Beach, FL 33060				AUTHOR	Jand.	NTATIVE			

ACORD 25 (2016/03)

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Clien	t#: 42475			KCIT	EC	
ACORD. CERT	IFIC	TE OF LIAB	ILITY INS	URAN	CE	DATE (MM/DD/YYYY) 7/23/2020
THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, A	ELY OR MANCE DO	NEGATIVELY AMEND, EX DES NOT CONSTITUTE A	TEND OR ALTER	THE COVERA	GE AFFORDED BY T	HOLDER. THIS HE POLICIES
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject this certificate does not confer any rig	to the terr	ns and conditions of the	policy, certain po	licies may req		
PRODUCER			CONTACT NAME:		EAV	
CBIZ Insurance Services, Inc. 9755 Patuxent Woods Drive			PHONE (A/C, No, Ext): 443-	259-3237	FAX (A/C, I	No):
Suite 200			E-MAIL ADDRESS: Certre			
Columbia, MD 21046			INSURER A : XL Sp	. ,	FFORDING COVERAGE	NAIC #
INSURED			INSURER B :	,		
KCI Technologies, Inc.			INSURER C :			
6500 N Andrews Ave. Fort Lauderdale, FL 3397	2		INSURER D :			
	-		INSURER E :			
COVERAGES CEF		NUMBER:	INSURER F :		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIE			VE BEEN ISSUED T			THE POLICY PERIOD
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Pompano Beach, FL 33						
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD #S2513580/M2307836

0PBD



6500 N. Andrews Avenue Fort Lauderdale, FL 33309

www.kci.com



(954) 776-1616

ISO 9001:2015 CERTIFIED



ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS 4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300 • Fax 813-740-0158

February 11, 2021

Mathew Kudrna City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33060

Subject: KCI certified rates for the City Of Pompano Beach Continuing Contract for Construction Engineering Inspection Services. Request for Letter of Interest No. T-28-20

To whom it may Concern:

KCI Technologies, Inc. (KCI) is pleased to Construction Engineering and Inspection Service. Below are our certified rates based upon actual rates with a 2.97 multiplier:

Personnel	Classification	Actual Rates (2/11/21)	Billing Rates
Joe Gomez	Project Manager	\$103.36	\$306.98
Jorge Ortiz	Senior Project Engineer	\$74.66	\$221.74
Ramon Llana	Project Administrator	\$56.67	\$168.31
Ramon Llana	Contract Support Specialist	\$56.67	\$142.56
Paul DiPola	Senior Inspector	\$34.44	\$102.29
Hector Laguna	Senior Inspector	\$32.20	\$95.63
Saul Franco	Inspector	\$30.04	\$89.22
Christopher Miller	Senior Landscape Inspector	\$50.35	\$149.54
Todd Reich	Landscape Inspector	\$45.68	\$135.67

Please let us know if you have any questions.

Sincerely, KCI TECHNOLOGIES, INC.

Randell E. Prescott, PE Vice President



City of Pompano Beach Continuing Contracts <u>KEITH</u> - PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
Project Management Project Executive Expert Witness Senior Project Manager Project Manager II Project Manager I Assistant Project Manager Administrative Assistant I	\$350.00 \$180.00 \$160.00 \$140.00 \$100.00
Civil / Traffic Engineering Senior Traffic Engineer Traffic Engineer Engineer IV Engineer II Engineer I	\$125.00 \$125.00 \$110.00 \$100.00
Construction Engineering & Inspection (CEI) Senior Construction Manager Construction Manager Engineering Inspector III Engineering Inspector II Engineering Inspector I	\$150.00 \$125.00 \$100.00
Planning Senior Planner Planner II Planner I	\$120.00
Landscape Architecture Senior Landscape Architect Landscape Architect Arborist Landscape Designer III Landscape Designer II Landscape Designer II Landscape Designer II	\$135.00 \$140.00 \$125.00 \$100.00

Corporate Office 301 E Atlantic Blvd Pompano Beach FL 33060 954.788.3400 Miami-Dade County 5805 Blue Lagoon Drive Suite 218 Miami, FL 33126 305.667.5474 Broward County 2312 S Andrews Ave Fort Lauderdale FL 33316 954.788.3400 Palm Beach County

701 Northpoint Parkway Suite 288 West Palm Beach, FL 33407 561.469.0992 Orange County 2948 E Livingston Street Suite 100 Orlando, FL 32803 954.788.3400

City of Pompano Beach Continuing Contracts <u>KEITH</u> - PROFESSIONAL SERVICE FEE SCHEDULE

Survey / SUE Chief Surveyor Senior Surveyor & Mapper Project Surveyor II Project Surveyor I Technician	\$110.00
Survey Crew IV Survey Crew II Survey Crew I Survey Crew I Survey Static Laser Scanning Survey Drone Photos Survey Terrestrial Mobile LiDAR	\$160.00 \$140.00 \$120.00 \$110.00 \$250.00 \$200.00
Chief Utility Coordinator Senior Utility Coordinator Utility Coordinator	\$160.00 \$140.00 \$100.00
Subsurface Utility Location Manager Subsurface Utility Field Supervisor Utility Designating/GPR Impervious Coring >8"	\$200.00 5150.00/Each 5350.00/Each
Vacuum Excavation Test Hole (Pervious Surface) Vacuum Excavation Test Hole (Impervious Surface)	0000.00/Luon





February 11, 2021

Mathew Kudrna City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33060

Subject: AE Engineering: certified rates for the City Of Pompano Beach Continuing Contract for Construction Engineering Inspection Services. Request for Letter of Interest No. T-28-20

To whom it may Concern:

AE Engineering, Inc is pleased to provide services on Construction Engineering and Inspection Service. Below are our certified rates based upon actual rates with a **2.74** multiplier:

Personnel	Classification	Actual Rates (2/11/21)	Billing Rates
Andres Atehortua	Project Administrator	\$62.00	\$170.10
Elia Omar	Contract Support Specialist	\$27.00	\$78.04
Youslanda "Denise" Darrisaw	Resident Compliance Specialist	\$30.00	\$82.31
Jeffery Archer	Senior Inspector	\$28.00	\$76.82
Ralphy Diaz	Senior Utility Inspector	\$27.50	\$75.45
Oscar Fuguet	Inspector	\$24.00	\$70.65*
Wilmer Sanabria	Inspector	\$27.50	\$70.65*

*Average

Please let us know if you have any questions.

Sincerely,

Digitally signed Cory W by Cory W Nichols Date: 2021.02.12 Nichols 13:07:40 -05'00'

Cory Nichols, Senior Vice President



ENGINEERING & TESTING, INC.

Phone: (866) 781-6889 •Fax: (866) 784-8550 www.floridaengineeringandtesting.com 250 S.W. 13th Avenue Pompano Beach, FL 33069

February 12, 2021

City of Pompano Beach

Subject: FE&T Certified Rates for the Pompano Beach RLI # T-28-20

To whom it may Concern:

Florida Engineering & Testing, Inc., is pleased to Construction Engineering and Inspection Service. Below are our certified rates based upon actual rates with a 2.97 multiplier:

Personnel	Classification	Actual Rates (2/11/21)	Billing Rates
Yehia Kabbani, PE	PE	\$41.00/Hour	\$121.77

Please let us know if you have any questions.

Sincerely,

Christine Chang

Christine Chang, SVP

Florida Engineering & Testing, Inc





February 15, 2021

Mathew Kudrna City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33060

Subject: Mehta and Associates, Inc. certified rates for the City of Pompano Beach Continuing Contract for Construction Engineering Inspection Services - Request for Letter of Interest No. T-28-20

To whom it may Concern:

Mehta and Associates, Inc. (MEHTA) is pleased to Construction Engineering and Inspection Service. Below are our certified rates based upon actual rates with a 2.70 multiplier:

Personnel	Classification	Actual Rates (2/15/21)	Billing Rates
Jigar Shah	CEI Project Administrator/CEI Project Engineer	\$42.00	\$113.40
Tamara Genius	CEI Contract Support Specialist	\$36.00	\$97.20
Ronnie Lawson	CEI Senior Inspector/Senior Engineer Intern	\$36.00	\$97.20
Muayad Mohammed	CEI Inspector/Engineer Intern	\$26.00	\$70.20

General Overhead Rate	103.43%
Fringe Benefit Rate	41.73%
Overhead & Fringe Benefits	145.16%
Salary, Fringe & General Overhead	245.16%
Profit (10%)	24.52
OVERALL MULTIPLIER	2.70

Sincerely,

Sup M. in

Kiran M. Shah, Accounting Manager Mehta and Associates, Inc.

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JIGAR SHAH Project Administrator

Jigar offers over 15 years of experience which includes site supervision and inspection of pre-stressed bridges, culverts, and buildings. Jigar's responsibilities as a Project Administrator/CSS include daily planning and administrative/technical decision- making for the management of large construction engineering and inspection programs. His tasks include maintaining records of project activity such as pay item quantities, assuring conformity with specifications and final estimate procedures, development of weekly summaries and entering data into appropriate FDOT computerized system(s).

PROJECT EXPERIENCE

Owner: FDOT District 4

Project Name: CEI Services for SR 804/Boynton Beach Blvd. MP 1.012-2.204 FIN: 439844-1-52-01 Cost: \$2.3 Million

Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 **Narrative:** Jigar serves as a *Contract Support Specialist*. Project consists of milling and resurfacing, drainage improvements, guardrail, traffic signs & pavement markings, signalization, lighting, and other incidental construction on SR 804 (Boynton Beach Blvd.). (02/20 – Present)

Owner: Florida Turnpike Enterprise Project Manager: Todd Kelly, P.E., (407) 264-3370 Construction Costs: \$ 1,875.029.19

Project Name: Replace Great System and Hexfoam Crash Cushions Turnpike-wide **Narrative:** The Improvements under this contract consist of crash cushion replacement, crash cushion removal, milling and resurfacing with overbuild, cross slope correction, median barrier wall construction, and other incidental construction. The improvements will take place on various locations including: SR-91-mile marker 66.7, 68.0, 69.7, 70.5, 73.8, 74.6, 75.2, 77.2, 80.2, 112.4, 113.4, 114.3, 115.3, 116.2, and 117.2; SR 589 NB entrance ramp at MP 0.864; West Linebaugh Avenue at MP 5.668; Hutchison Road at MP 10.652; SR 417 at MP 0.053; US Highway 27 at MP 0.295. Jigar is serving as *Project Administrator* on this project. **(09/20 – Present)**

Owner: FDOT District 4

Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 FIN: 432344-1-52-01

Project Name/Description: CEI Services for SR 804/Boynton Beach from west of Jog Road to Congress Ave Contract **Cost**: \$8.3 Million (Federally Funded) **Narrative**: Jigar serves as *Contract Support Specialist* on this project consisting of the Resurfacing, Restoration, and Rehabilitation (RRR) project for a 6-lane divided highway (Boynton Beach Blvd), an urban principal arterial at 3.7 miles of Boynton Beach Blvd. MEHTA is the Prime CEI Consultant. **(05/20 – Present)**

Owner: FDOT District 4 / Project Manager: Scott Passmore, P.E. (561) 370-1127 FIN: 432883-3-52-01 / Cost: \$3.4 Million (Federally Funded)

EDUCATION

Post Graduate Diploma School of Building Science/Technology, 2000 B.S. in Civil Engineering Gujarat University, 1996

YEARS EXPERIENCE

CERTIFICATIONS / TRAINING TIN: S000420751240

CTQP Asphalt Paving Level I & II CTQP Earthwork Level I & II CTQP Final Estimates Level I & II CTQP Drilled Shaft Inspection CTQP Pile Driving Inspection CTQP QC Manager CTQP Concrete Field Tech Level I & II ACI Concrete Field Tech. Level I & II ACI CTCI Level II MOT Intermediate & Advanced TROXLER Nuclear Density Gauge FEDP Stormwater Management Insp. Critical Structures Self-Study MSE Wall Insp. / Auger Cast Pile Insp. IMSA Traffic Signal Inspection Level I

REFERENCES

FDOT District 4 Scott Passmore, P.E., Project Manager (561) 370-1127

FDOT District 3 Jason Williams, Project Manager (850) 981-2765

Dominic Richard, Project Manager (850) 981-2803

Heather Baril, P.E., Milton Operations Operation's Engineer, (850) 981-2802

Project Name/Description: CEI Services for ITS Infrastructure and Patterned Pavement Crosswalks for SR-706/Indiantown Road from TPK to SR-5/US-1 in Palm Beach County. **Narrative:** Milling and resurfacing at 12 intersections for the installation of Pattern Pavement Crosswalks and the installation of ITS infrastructure along SR 706 to included MVDS, CCTV Camera, Bluetooth Readers, and other related ancillary items. Jigar served as an Assistant Project Administrator / Contract Support Specialist on this project. Prepared

Daily Reports and MAC entries electronically and reported any non-complying work to Project Engineer. Ensured that construction submittals were approved as required by the contract prior to allowing material on site and work to proceed with these items. Prepared and processed monthly estimates. Drafted and processed supplemental agreements and work orders. (11/19–05/20)

Owner: Escambia County / Project Manager: Nicolas Chauvin (850) 375-3719

FDOT FIN: 437085-58-01 (LAP) / Construction Amount: \$428K

Project Name/Description: Bauer Road Paved Shoulders

Narrative: Improvements under this contract consist of the addition of a 5' paved shoulder on the east and west sides of Bauer Road from Gulf Beach Highway to the south approach of the FDOT bridge for a length of approximately .5 miles. The project also includes the installation of curb cut ramps at Gulf Beach Highway. Jigar served as the *Project Administrator/Senior Inspector*. Duties Performed: Performing project administration and inspection duties to include interpretation of contract documents, tracking, and recording pay quantities for periodic and final estimates, data input, compliance review, inputting and review of dailies for quantities. (05/19 – 10/19)

Owner: Escambia County / Project Manager: Elizabeth Bush (850) 595-3450

FDOT FIN: 437039-5-54-01 / Construction Amount: \$760K

Project Name/Description: Muscogee Road Phase IV-A/B

Narrative: Improvements under this contract consist of roadway and drainage improvements along Muscogee Road beginning west of Booker Street and ending at CR 297A, including installation of turn lanes and shoulders. Jigar served as the **Project Administrator/Senior Inspector**. Duties Performed: Performing project administration and inspection duties to include interpretation of contract documents, tracking and recording pay quantities for periodic and final estimates, data input, compliance review, inputting and review of dailies for quantities, coordination with businesses and resident along the project, coordination with EOR and County project manager on all issues arise on the project, and monthly coordination meetings. (05/19 – 1//19)

Owner: FDOT District 3 / Project Manager: Dominic Richard, FDOT Project Manager, (850) 698-2928

FDOT FIN: 436272-1-52-01; 436272-1-52-02 / Construction Amount: \$3.7 Million

Project Name/Description: CEI Group 18E; State Road 30/298 (US 98) (Lillian Hwy) from Perdido Bay Bridge to Dog Track Road Narrative: Improvements under this contract consisted of milling, resurfacing, widening, signing and pavement markings, signalization, sod and valve box adjustments on SR 30/298 (US 98) (Lillian Hwy) from Perdido Bay Bridge to Dog Track Road in Escambia County. Jigar served as the *Assistant Project Administrator/Contract Support Specialist*, where MEHTA was the Prime CEI Consultant. Jigar acted as PA for the oversight and supervision of field inspection staff. Coordinated with FDOT project manager and roadway contractor. Tracked contractor's progress and time status. Drafted and processed weather, holiday, and special event time extension letters. Prepared monthly CPPR and Status Reports. As contract support specialist coordinated input of materials data into MAC system. Prepared and processed monthly estimates. Drafted and processed supplemental agreements and work orders. (04/18 – 05/19)

Owner: FDOT District 3 / Project Manager: Jason Williams, (850) 836-5720

FDOT FIN: 434837-1-62-01 / Construction Costs: \$7.7 Million

Project Name: SR 8 (I-10) from East of CR 189 to West of Yellow River in Okaloosa County

Narrative: Improvements under this contract consisted of 5.171 miles of milling and resurfacing, drainage improvements, shoulder gutter, guardrail, high tension cable barrier, concrete ditch pavement, performance turf, fencing, and signing and pavement markings on SR 8 (I-10). Jigar served as *Assistant Project Administrator/Contract Support Specialist* on this project, where MEHTA was the Prime CEI Consultant. Jigar assisted the Project Engineer in oversight and supervision of field inspection staff. Assisted field inspection staff during critical construction activities. Coordinated with FDOT project manager and roadway contractor. Tracked contractor's progress and time status. Notified contractor of non-compliance and requests for corrective action. Prepared and issued Notices of Damage Recovery/User Costs. Coordinated input and resolution of materials data into MAC system. Prepared and processed monthly estimates. Drafted and processed supplemental agreements and work orders. (03/17 – 11/18)

Owner: FDOT District 3 / Project Manager: David Nixon, FDOT Project Manager, (850) 490-1588

Project Name: CEI Group 17A SR 292 Perdido Key from Alabama SL to ICWW Bridge, in Escambia County

Narrative: The improvements under this \$2.6 Million project included 6.307 miles of milling and resurfacing with matching of existing cross slopes as well as widening on CR 292. Jigar served as the *Contract Support Specialist/Inspector* on this project, where MEHTA was the Prime CEI Consultant. Jigar inspected, tracked and documented work performed by construction contractors to ensure conformance with contract plans and specifications. Prepared DWRs and MAC entries electronically and reported any non-complying work to Project Engineer. Ensured that construction submittals were approved as required by the contract prior to allowing material on site and work to proceed with these items. Drafted and processed weather, holiday, and special event time extension letters. Prepared monthly CPPR and Status Reports. Reviewed backup data for monthly and final estimate documentation. (10/16 – 02/17)

CTQP Training History Report

Report for: JIGAR SHAH TIN: S00042075 Report Date: 02/15/2021

Qualification Name	Certificate Number	Valid from	Expires on	
Asphalt Paving - Level 1	N/A	09/20/2012	09/21/2022	
Asphalt Paving - Level 2	N/A	09/20/2012	09/21/2022	
Concrete Field Technician - Level 1	3000829	01/16/2021	10/28/2025	
Drilled Shaft Inspection	N/A	07/26/2017	10/04/2022	
Earthwork Construction Inspection - Level 1	N/A	04/26/2016	04/26/2021	
Earthwork Construction Inspection - Level 2	N/A	09/01/2017	09/26/2022	
FDOT Concrete Field Inspector Specification	2006569	10/28/2020	10/28/2025	
Final Estimates - Level 1	N/A	08/10/2017	10/11/2022	
Final Estimates - Level 2	N/A	08/10/2017	10/11/2022	
Pile Driving Inspection	2004957	09/04/2020	09/04/2025	
QC Manager	N/A	05/13/2011	01/01/2099	



TAMARA GENIUS Contract Support Specialist

Tamara has 13 years of experience working in the construction engineering industry. Her professional experience includes performing site inspections to ensure compliance with federal guidelines, evaluating compliance with City codes, overseeing stringent process maximization and control initiatives, reviewing engineering plans, and monitoring and evaluating contractor's progress. Tamara's areas of strength include Green Engineering Principles, budgeting and cost control, staff training and development, integrative process facilitation, risk management/assessment, and construction site inspections.

PROJECT EXPERIENCE

Owner: FDOT District 4

FIN: 43829115201 & 43829115203

Project Name/Description: CEI Services for Belle Glade Citywide Sidewalks in Palm Beach County

Construction Costs: \$2 Million

Narrative: Tamara serves as a *Contract Support Specialist* on this project consisting of concrete sidewalks, pavement widening, pavement restoration, driveway reconstruction, drainage structures and pipes, signing, thermoplastic and painted pavement markings, and detectable warnings at ten locations in the City of Belle Glade, Palm Beach County (07/19– Present)

Owner: FDOT District 4 FIN: 431199-1-62-01 Project Name/Description: Palm Beach Push Button Signalization Contract Construction Costs: \$2 Million

Narrative: Tamara serves as an *Associate Contract Support Specialist* on this project responsible for maintaining the monitoring of Contractor, activities. maintaining and accurate records of all activities and events relating to the project and properly document all project changes in accordance with all required contractual obligations. **(08/19– Present)**

Employer: Danella Utility Construction

Narrative: Tamara served as *Project Manager* providing resource and financial and budget management on assigned projects. She developed project budgets for direct, indirect, and other costs based on estimates provided by scope of work, monitored job performance, and consistently reviewed project costs to ensure project stayed within budget and a timely execution. She also provided site supervision and field engineering on a range of underground construction projects with budgets up to \$1.5 Million. (2018 – 2019)

Owner: Metropolitan Washington Airports Authority

Narrative: Tamara served as Construction Project Administrator providing

EDUCATION

M.A. Organizational Leadership Lewis University, Romeoville, Illinois B.S. Electronics Engineering and Technology Virginia State University, Petersburg, VA

YEARS EXPERIENCE

CERTIFICATIONS / TRAINING TIN: G520801808870

ACI Concrete Field Level I Advanced MOT Final Estimates Level I & II Construction Manager-in-Training (CMAA) LEED Green Associate FL Stormwater Erosion Inspection National Association of Women in Construction (NAWIC) 2006 National Society of Black Engineers (NSBE) 1999-2006 Construction Management Association of America

TECHNICAL PROFICIENCIES

Primavera Unifier Primavera P6 (Fundamentals) SAP Microsoft Visio, Word, PowerPoint, Publisher, Excel

REFERENCES

City of Delray Beach Tracie Lutmansingh, (561) 271-1214

Metropolitan Washington Airports Authority Mujeeb Basha, (630) 770-6559

technical and administrative support in the management of multi-disciple contracts for construction projects at Ronald Reagan National Airport and Washington Dulles International Airport. Her duties included reviewing engineering designs and contract documents, inspecting and performing quality control reviews for new construction in progress, and upon completion making recommendations to ensure that work meets contract specifications and project design intent. Assisted in cost and financial administration of construction contracts, including change orders and independent cost estimates. Processed submittals and RFIs and facilitated project meetings, site visits, and project correspondences. (2016 – 2018)

Owner: Fairfax County, Springfield, VA

Narrative: Tamara served as *Senior Engineering Site Inspector* examining construction sites and water/sewer/drainage systems to ensure that construction, alteration, or repair complied with established ordinances, codes, regulations, and contract specifications. She prepared punch lists and bond release packages for project closeout and acquired knowledge and experience in performing stormwater and erosion control inspection. (2014 – 2015)

Owner: City of Delray Beach

Narrative: Tamara served as *Engineering / Public Utilities Plan Reviewer*. She was the principal analyst and evaluator responsible for ensuring compliance with city codes and drainage requirements. She meticulously reviewed construction plans and engineering shop drawings and prepared comments identifying any discrepancies. Controlled the permit application process by reviewing, approving, signing, processing, and answering questions pertaining to work permits by outside contractors to do work in and out of the City's right-of-way or on city owned properties. (2012 – 2014)

Employer: PowerWright Technolgies

Narrative: As *Project Coordinator*, Tamara developed and maintained a detailed project schedule which included all construction sites and managed project logistics. Managed project construction for schedules and validated payments through as-built certification review, meetings with contractors, engineers, and project owner. Monitored and evaluated contractor progress. Assigned, coordinated, supervised, and evaluated the work of project Quality Assurance Specialist and Field Verification Specialist and schedule Construction Supervisors. Conducted daily construction meetings and coordinated the attendance of affected parties to ensure major and minor issues are addressed prior to construction. (2011 – 2012)

Employer: WRScompass

Narrative: Tamara served as an *Engineer / Cost Engineer* on the South Florida Water Management District C-111 Spreader Canal Project, Tamara assisted in creating quantity and material takeoffs for estimating and design. Responsibly utilized existing materials and concrete. Estimated fill material for project use. Partnered with Lead Engineer and assisted in developing length calculations for levee/channel design. (2008 – 2009)

Employer: Hubbard Construction Company

Narrative: Tamara served as *Field Engineer* organizing and preparing project correspondences and documentation, project schedule maintenance and change order development. Rendered assistance to the accounting department with receiving materials and cost coding purchases along with bill preparation for accounts receivable. Assisted Project Manager with certification for payment applications and contractor pay estimates, processed work orders for the project Owner, and developed presentations for the Disputes Review Board and monitored field equipment. (2006 – 2008)

CTQP Training History Report

Report for: Tamara Genius TIN: G52080180 Report Date: 02/15/2021

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates - Level 1	N/A	07/09/2019	07/31/2024
Final Estimates - Level 2	N/A	07/31/2019	07/31/2024



RONNIE D. LAWSON Senior Inspector

Ronnie offers more than 20 years of experience in the CEI arena including bridge inspection, material acceptance and verification testing for concrete, asphalt and soils compaction, nuclear density testing, signalization, earthwork inspection, concrete placement, asphalt paving, pollution controls monitoring, contract compliance and project documentation.

PROJECT EXPERIENCE

Owner: FDOT District 4

Project Name: CEI Services for SR 804/Boynton Beach Blvd. MP 1.012-2.204 FIN: 439844-1-52-01 Cost: \$2.3 Million

Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 **Narrative:** Ronnie serves as a *Senior Inspector* on this project consisting of milling and resurfacing, drainage improvements, guardrail, traffic signs & pavement markings, signalization, lighting, and other incidental construction on SR 804 (Boynton Beach Blvd.). (02/20 – Present)

Owner: FDOT District 4

Project Name: CEI Services for SR 804/Boynton Beach from west of Jog Road to Congress Ave Contract

FIN: 432344-1-52-01 Cost: \$8.3 Million (Federally Funded) Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 Narrative: Ronnie serves as a *Senior Inspector*. Project consists of the Resurfacing, Restoration, and Rehabilitation (RRR) project for a 6-lane divided highway (Boynton Beach Blvd), an urban principal arterial at 3.7 miles of Boynton Beach Blvd. MEHTA is the Prime CEI Consultant. (05/19 – Present)

Owner: FDOT District 4

Project Manager: Scott Passmore, P.E. (561) 370-1127 FIN: 432883-3-52-01

Project Name/Description: CEI Services for ITS Infrastructure and Patterned Pavement Crosswalks for SR-706/Indiantown Road from TPK to SR-5/US-1 in Palm Beach County

Cost: \$3.4 Million (Federally Funded)

Narrative: Ronnie served as *Senior Roadway Inspector*. Project consisted of the milling and resurfacing at 12 intersections for the installation of Pattern Pavement Crosswalks and the installation of ITS infrastructure along SR 706 to included MVDS, CCTV Camera, Bluetooth Readers and other related ancillary items. MEHTA is the Prime CEI Consultant. (07/19 – 05/20)

Owner: Florida Turnpike Enterprise Project Manager: Christopher NeSmith, P.E., (407) 264-3482 FDOT FIN: 442901-7-52-01

Project Name/Description: CEI Services, Turnpike Mainline Shoulder Evacuation NB (MP 140-210), St. Lucie, Okeechobee and Osceola County

Contract Amount: \$700K

Narrative: Ronnie served as a Senior Roadway Inspector on this project which consisted of roadway improvements to provide a 10foot paved outside shoulder for Emergency Shoulder Use (ESU) in the event of a hurricane or other event. Additional construction

EDUCATION Tilghman High School, 1980 Paducah, KY

YEARS EXPERIENCE 20

CERTIFICATIONS / TRAINING TIN: L250724611000

CTQP Asphalt Paving Level I & II CTQP Final Estimates Level I & II CTQP Earthwork Level I & II **CTOP** Pile Driving Inspection CTQP Drilled Shaft **CTQP QC Manager** CTQP Concrete Field Level I CTQP Concrete Level II ACI Concrete Field Level I ACI CTCI Level II **FDOT Advanced MOT** IMSA Traffic Signal Technician IMSA Traffic Signal Inspector FDEP Stormwater Management **OSHA 10 HR Training** ADA Training Course Auger Cast Pile Certification **MSE Wall Certification** HAZMAT Nuclear Safety Certification Critical Structures Self-Študy

REFERENCES

Florida Turnpike Enterprise Ken Hudson, Project Manager (954) 934-1134

FDOT District 4 Jacques Beaubrun, Project Manager (561) 719-7812

FDOT District 2 Ben Keen, Project Manager (386) 697-3757 elements included milling and resurfacing, guardrail, drainage modifications, light pole relocation and pavement markings as well as construction of a speed enforcement area. (01/19 – 05/19)

Owner: Florida Turnpike Enterprise Project Manager: Fernando Gomez, P.E., (407) 264-3841 FDOT FIN: 437156-1-62-01 Project Name/Description: CEI Services, Widen Beachline West (SR 528) between Turnpike and McCoy Rd. (Boggy Creek Rd) MP 4.3 - 8.421, Orange County Contract Amount: \$42.5 Million Narrative: Ronnie served as a *Senior Bridge Inspector* on this project which consisted of widening from 6 to 8 lanes, with one express

lane and 3 general use lanes in each direction. FPID Projects 406090-1 and 437156-1 are being constructed concurrently such that express lanes will be functional from I-4 to Boggy Creek and opened in conjunction with the 8 miles of express lanes. This project connects into the CFX section of Beachline which begins east of McCoy Rd. The corridor includes interchanges at Florida's Turnpike and McCoy/Boggy Creek, toll gantry and plaza modifications, including existing cash toll plaza and lane demolition, drainage improvements, utility coordination and relocation, and median widening. (01/17 – 01/19)

Owner: Central Florida Expressway Authority (CFX) Project Manager: Don Budnovich, Resident Engineer/Senior PM, (407) 690-5334 Project Name/Description: Wekiva Parkway (SR 429) Project 429-204, Contract # 001087 (Section 2B) Construction Amount: \$1.6 Billion Narrative: Ronnie served as a *Bridge Inspector* on this project which included the construction of Wekiva Parkway (State Road 429) on "Section 2B" a multi-level interchange northwest of Plymouth Sorrento Road and Ondich Road in Orange County. Section 2B was part of the planned 25 mile Wekiva Parkway (State Road 420) project that will connect to SP 417, completing the beltway around

on "Section 2B" a multi-level interchange northwest of Plymouth Sorrento Road and Ondich Road in Orange County. Section 2B was part of the planned 25-mile Wekiva Parkway (State Road 429) project that will connect to SR 417, completing the beltway around northwest metropolitan Orlando. (04/16 – 12/16)

Owner: Florida Turnpike Enterprise Project Manager: Ken Hudson, (954) 934-1134 FDOT FIN: 435773-1-52-01

Project Name/Description: Turnpike Misc. CEI Services SR 91, SR 60 (Yeehaw Junction) Toll Plaza Dedicated SunPass Lane Conversion CEI Miscellaneous Contract Amount: \$1.5 Million

Narrative: Ronnie served as a *Senior Inspector* on this project which involved converting an existing lane to a SunPass only lane, widening the exit ramp and relocating the existing traffic separator to accommodate two approach lanes. The improvements also consisted of milling and resurfacing the ramps and plaza approach, signing, pavement marking, and lighting. **(02/16 – 4/16)**

Owner: FDOT District 5 Project Manager: Hector Matos, (321) 690-3250 FDOT FIN: 406869-8-52-01 Project Name/Description: CEI Group 124 - Design Build I-95 Widening from SR 406 to 0.5 miles north of SR 44 Contract Amount: \$118 Million

Narrative: The improvements under this contract consisted of the widening of SR 9 (I-95) from SR 406 to 0.5 miles north of SR 44 (30 miles of roadway). Construction work included bridge, roadway, and drainage construction, utility coordination, permitting, ITS modifications, signal/pavement marking, maintenance of traffic and sound wall construction. Ronnie served as an on-call *Bridge Inspector* where MEHTA was the Prime CEI Consultant. (12/15 – 02/16)

Owner: FDOT District 4 Project Manager: Jacques Beaubrun, (561) 719-7812 Project Name/Description: SR 80 (RRR) Projects, Palm Beach County Narrative: Ronnie served as a *Senior Inspector* on this project consisting of safety and resurfacing, restoration and rehabilitation (RRR) improvements on SR 80. (07/14 – 12/15)

Owner: FDOT District 3 Project Manager: Lori Kietzer (850) 251-7069 Project Name/Description: SR 263 (Capital Circle) from North of SR 371 (Orange Ave) to South of SR 10/US 90 (Tennessee St), Blueprint2000, in Leon County / Construction Cost: \$57 Million

Narrative: Ronnie served as a *Senior Bridge Inspector* on this project which included reconstruction, widening, milling & resurfacing, construction of new bridges Nos. 550159, 550160, 550161, 550162, retaining walls, drainage improvements, wetland creation, utility construction, lighting, signalization, landscaping, and signing & pavement markings. **(12/13 – 06/14)**

CTQP Training History Report

Report for: RONNIE LAWSON TIN: L25072461 Report Date: 12/11/2020

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Technician - Level 1	N/A	05/25/2017	05/25/2022
Asphalt Paving Technician - Level 2	N/A	05/25/2017	05/25/2022
Concrete Field Technician - Level 1	N/A	08/31/2018	08/31/2023
Concrete Field Technician - Level 2	N/A	04/18/2017	04/18/2022
Drilled Shaft Inspection	2004138	10/09/2020	10/09/2025
Earthwork Construction Inspection - Level 1	N/A	12/22/2017	01/30/2023
Earthwork Construction Inspection - Level 2	N/A	12/22/2017	02/01/2023
Pile Driving Inspection	N/A	09/07/2011	09/08/2021
QC Manager	N/A	11/18/2016	01/01/2099



MUAYAD MOHAMMED, M.S. Inspector

Muayad has a solid educational background and a clear understanding of various aspects of civil engineering such as construction management, construction engineering and inspection, transportation, geotechnical, and structural engineering. Muayad is proficient in softwares such as AutoCAD, ArcGIS, Geosystem, and Microsoft Project. His diverse knowledge and project experience includes roadway and bridge inspection, concrete inspection, structures inspection, review of traffic control plans, geotechnical analysis, and design. Muayad is dedicated to further advancing his career in CEI and ensures diligence and excellence in all aspects of his work.

PROJECT EXPERIENCE

Owner: FDOT District 4

Project Name: CEI Services for SR 804/Boynton Beach Blvd. MP 1.012-2.204 FIN: 439844-1-52-01 Cost: \$2.3 Million

Project Manager: Jon Droge, Construction Project Manager, (561) 632-5768 **Narrative:** Muayad serves as *Inspector*. Project consists of milling and resurfacing, drainage improvements, guardrail, traffic signs & pavement markings, signalization, lighting, and other incidental construction on SR 804 (Boynton Beach Blvd.). **(09/20 – Present)**

Owner: FDOT District 4

Project Name: CEI Services for SR 804/Boynton Beach from west of Jog Road to Congress Ave Contract **FIN:** 432344-1-52-01 **Cost:** \$8.3 Million (Federally Funded) **Project Manager:** Jon Droge, Construction Project Manager, (561) 632-5768 **Narrative:** Muayad serves as *Inspector*. Project consists of the Resurfacing, Restoration, and Rehabilitation (RRR) project for a 6-lane divided highway (Boynton Beach Blvd), an urban principal arterial at 3.7 miles of Boynton Beach Blvd. MEHTA is the Prime CEI Consultant. **(09/20 – Present)**

Employer: VRX Global

Owner: TxDOT El Paso District

Project Name: I-10 Connect Project; El Paso, TX Cost: \$96 Million

Narrative: Muayad served as an *Inspector* and *Assistant Project Manager* responsible for assisting TxDOT with roadway and bridge inspections, conducting structural civil inspections on new bridge constructions, performing pre-pour and final concrete inspections on sub-structures and super-structures, and conducting traffic control audits to ensure safety of traveling public, Contractors, and other on-the-job personnel. The I-10 Connect Project is at the convergence of US 54 and I-10 in El Paso County. The project extends from I-10 to Loop 375 (César Chávez Border Highway) and provides access to the Bridge of the Americas (BOTA) Port of Entry. **(2019 – 08/20)**

Employer: University of Texas El Paso

Narrative: Muayad worked as an *Instructor* at the University of Texas El Paso for the graduate Construction Management students. Muayad assisted students, reviewed work and projects, and guided students to achieve their high academic standards. **(2018 – 8/20)**

EDUCATION

M.S in Construction Management University of Texas at El Paso, 2018 B.S. in Civil Engineering University of Texas at El Paso, 2017

YEARS EXPERIENCE

CERTIFICATIONS / TRAINING

TIN: M530553863350 (previously 36496525)

Advanced MOT CTQP Asphalt Paving Level I CTQP Earthwork Level I CTQP Final Estimates Level I FDOT Concrete Field Inspector ACI Concrete Field-Testing Technician NPDES Stormwater Inspector Nuclear Gauge Safety Certificate Critical Structures Construction Issues OHSA 10-HR

AutoCAD Software ArcGIS Software GEOSYSTEM Software C2 STEM Transitions – NASA Grant Scholarship S-STEM Scholarship – El Paso Community College American Society of Civil Engineer Member Traffic Control Certified Engineering Award for Best Senior Design Project

REFERENCES

TxDOT Jorge Oregel, P.E. (915) 356-0304

California DOT Ismail Balal, (213) 800-6665

University of Texas El Paso Dr. Austin Marshall, (915) 247-1170

Owner: El Paso International Airport

Project Name: Reconstruction Runway at El Paso International Airport

Narrative: This \$30M project consisted of the reconstruction of Runway 4-22, existing shoulders, and portions of connecting taxiways. In addition to pavement reconstruction the project included drainage improvements throughout the limits of the project, replacement of the runway and taxiway lights and signs, and various electronic equipment and appurtenances. Muayad served as *Assistant Project Manager* responsible for inspecting construction building quality, providing daily, weekly, and monthly reports to the Airport Management, FAA, and engineering personnel, as well as prepared monthly pay applications. **(2018 – 2019)**

Employer: LOI Engineers

Narrative: Muayad served as an *Intern Engineer* responsible for collecting and classifying soil samples for the project jobsite, lab testing these soil samples for analysis of moisture content, PI, sieve analysis, etc. He also designed project location plans, blueprints, drilling cross-section, and foundation using AutoCAD. **(2018)**

CTQP Training History Report

Report for: Muayad Mohammed TIN: M53055386 Report Date: 02/15/2021

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	2004872	08/31/2020	08/31/2025
Concrete Field Technician - Level 1	2004949	07/24/2020	07/24/2025
Earthwork Construction Inspection - Level 1	2003491	07/14/2020	07/14/2025
FDOT Concrete Field Inspector Specification	2003790	07/24/2020	07/24/2025
Final Estimates - Level 1	2003789	07/24/2020	07/24/2025

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 <u>checked types of</u> <u>insurance</u> and indicated minimum policy limits.

Type of Insurance

Limits of Liability

• -				-					
GEN	NERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate							
* Policy to be written on a claims incurred basis									
	comprehensive form	bodily injury and property damage							
	premises - operations	bodily injury and p							
	explosion & collapse	5 5 5 1	1 2 8						
	hazard								
	underground hazard								
XX	products/completed	bodily injury and p	roperty damage c	ombined					
	operations hazard		roperty uninge e						
XX	contractual insurance	bodily injury and p	roperty damage c	ombined					
XX	broad form property damage								
XX	independent contractors	personal injury	1 9						
XX	personal injury	F J J							
AUI	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								
	hired								
XX									
REA	L & PERSONAL PROPERTY	ζ							
	comprehensive form	Agent must show proof they have this coverage.							
EXC	CESS LIABILITY		Per Occurrence	Aggregate					
xx	Umbrella and other	bodily injury and	\$2,000,000	\$2,000,000					
	than umbrella	property damage combined	<i>42,000,000</i>	φ2,000,000					
PRO	DFESSIONAL LIABILITY		Per Occurrence	Aggregate					
XX	* Policy to be written on a clair	\$2,000,000	\$2,000,000						
	(2) If Professional	I ichility incurrence i	a magning CON	SULTANT agrees the					

(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.



CERTIFICATE OF LIABILITY INSURANCE

MMARTIN DATE (MM/DD/YYYY)

KCITECH-01

CERTIFICATE OF LIABILITY INSURANCE						2/	11/2021					
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.												
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PRO	DUCE	R				CONTAC	T Maureen	Martin, AA	J			
Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809						PHONE (A/C, No,	Ext): (302) 4	72-2914	FAX (A/C, No) urance.com	:		
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INSU	RED					INSURE	R в: Great A	merican In	surance Co.		16691	
		KCI Technologies, Inc.				INSURE	Rc:New Ha	mpshire In	surance Company		23841	
		4041 Crescent Park Drive Tampa, FL 33578			-	INSURE	RD:					
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			X	X	GL 322-24-13		4/1/2020	4/1/2021		\$	25,000	
									MED EXP (Any one person)	\$	1,000,000	
									PERSONAL & ADV INJURY	\$	2,000,000	
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		AUTOS ONLY							BODILY INJURY (Per accident			
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
										\$		
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City of Pompano Beach City Manager 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

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									BODILY INJURY (Per person) \$		
		OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE		
		HIRED AUTOS ONLY AUTOS ONLY							(Per accident) \$		
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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
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