

*CITY OF POMPANO BEACH,  
FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT**

**with**

**KCI TECHNOLOGIES, INC.**



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

## **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

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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-25-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Kirk Hoosac, Practice Leader

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

### **ARTICLE 2 – TERM**

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

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

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

### ARTICLE 3 – PAYMENTS TO CONSULTANT

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

B. Price Formula. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. T-25-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

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

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

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

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

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

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

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

#### **ARTICLE 5 – TERMINATION**

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

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

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

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

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

## **ARTICLE 6 – PERSONNEL**

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

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

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

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

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

## **ARTICLE 7 – SUBCONTRACTING**

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

## **ARTICLE 8 – FEDERAL AND STATE TAX**

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

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

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

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

## **ARTICLE 10 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 – INDEMNIFICATION**

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

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

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

## **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 13 – REMEDIES**

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

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

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

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



## **ARTICLE 15 – EXCUSABLE DELAYS**

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

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

## **ARTICLE 16 – DEBT**

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

## **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

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

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

## **ARTICLE 18 – CONTINGENT FEES**

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

## **ARTICLE 19 – ACCESS AND AUDITS**

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

## **ARTICLE 20 – NONDISCRIMINATION**

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

## **ARTICLE 21 – INTERPRETATION**

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

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

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

## **ARTICLE 23 – SEVERABILITY**

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

## **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of 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:**

Kirk Hoosac, RLA, Practice Leader, Landscape Architecture  
KCI Technologies, Inc.  
6500 N. Andrews Avenue  
Fort Lauderdale, FL 33309

**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

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

**ARTICLE 29 – PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 30 – GOVERNING LAW**

This Contract 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:

*Bruce Reed*  
Signature

**Bruce Reed, RLA**

Name Typed, Printed or Stamped

By: *Bryan Lawson*  
Bryan Lawson, Senior Vice President

*Kirk Hoosac*  
Signature

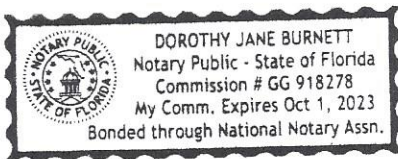
**Kirk Hoosac, RLA**

Name Type, Printed or Stamped

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 24<sup>TH</sup> day of MARCH, 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 N/A (type of identification) as identification.

NOTARY'S SEAL:



*Dorothy Jane Burnett*  
NOTARY PUBLIC, STATE OF FLORIDA

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

99918278  
Commission Number





Florida's Warmest Welcome

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

**CONTINUING CONTRACT FOR LANDSCAPE  
ARCHITECTURAL SERVICES**

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

July 23, 2020

## CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST  
T-25-20

## CONTINUING CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES

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

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

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

**Introduction**

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

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

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

- Support Services for Remediation
- Demolition Projects

**A. Scope of Services**

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

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

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

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

**B. Task/Deliverables**

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

**C. Term of Contract**

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

**D. Project Web Requirements:**

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

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

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

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

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

#### **E. Local Business Program**

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. Required Proposal Submittal**

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

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

**Title page:**

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

**Table of Contents:**

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

**Letter of Transmittal:**

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

**Technical Approach:**

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

**Schedule:**

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

**References:**

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

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

**Project Team Form:**

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

**Organizational Chart:**

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

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

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

**Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

**Office Locations:**

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

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

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

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

**Litigation:**

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

**City Forms:**

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

**Reviewed and Audited Financial Statements:**

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

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

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

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

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

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

**G. Insurance**

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



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

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

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

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

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

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

2. Liability Insurance.

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

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

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations**

**bodily injury and property damage**

— **explosion & collapse**

hazard

— underground hazard

XX products/completed

bodily injury and property damage combined

operations hazard

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

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

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

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

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

**PROFESSIONAL LIABILITY** Per Occurrence Aggregate

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

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

**CYBER LIABILITY** Per Occurrence Aggregate

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

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

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

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

(a) Certificates of Insurance evidencing the required coverage;

(b) Names and addresses of companies providing coverage;

(c) Effective and expiration dates of policies; and

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

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

## H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

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

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

Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15

Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15

Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.
- 7 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 0-10

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

**NOTE:**

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

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

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

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

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

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

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

**I. Hold Harmless and Indemnification**

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

**J. Right to Audit**

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

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

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

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

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

**K. Retention of Records and Right to Access**

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

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

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

**L. Communications**

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

**M. No Discrimination**

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

**N. Independent Contractor**

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

**O. Staff Assignment**

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

**P. Contract Terms**

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

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

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

**Q. Waiver**

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

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

**R. Survivorship Rights**

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

**S. Termination**

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

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

**T. Manner of Performance**

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

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

**U. Acceptance Period**

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

**V. Conditions and Provisions**

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



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

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

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

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

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

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

**W. Standard Provisions**

1. Governing Law

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

2. Licenses

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

## **PUBLIC RECORDS CUSTODIAN**

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

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

### **X. Questions and Communication**

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

### **Y. Addenda**

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

### **Z. Contractor Performance Report**

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

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

**PROJECT TEAM**

SOLICITATION NUMBER \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

**PRIME**

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

**SUB-CONSULTANT**

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

(use attachments if necessary)

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

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

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

I Certify





### Exhibit – Contractor Performance Report

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

#### **RATINGS**

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

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

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



## City of Pompano Beach Florida

### Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) <sup>(22)</sup>	Contractor Name – Authorized Personnel (sign) <sup>(23)</sup>	Title <sup>(24)</sup>	Date <sup>(25)</sup>
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**Local Business Subcontractor Utilization Report Instructions**

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

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



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

Solicitation Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

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

\_\_\_\_\_ an individual \_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership \_\_\_\_\_ a joint venture

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Local Business Contractor)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State Zip Code)

BY: \_\_\_\_\_  
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

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

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"



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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

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

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

8. Other comments: \_\_\_\_\_

\_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D"

# CITY OF POMPANO BEACH

## Continuing Contract for Landscape Architectural Services

Request for Letter of Interest No. T-25-20

*August 24, 2020*



**KCI Technologies, Inc. ▶ Bruce Reed, RLA**  
6500 N. Andrews Avenue ▶ Fort Lauderdale, FL 33309  
(954) 776-1616  
Bruce.Reed@kci.com



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# LETTER OF TRANSMITTAL

# LETTER OF TRANSMITTAL

August 24, 2020

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



**RE: Continuing Contract for Landscape Architectural Services, RLI #T-25-20**

Dear Evaluation Committee:

In an effort to support and assist the City of Pompano Beach (City), **KCI Technologies, Inc. (KCI)** respectfully submits our professional qualifications. We appreciate your consideration of this submittal and are excited to provide the City with the services required by this contract for Landscape Architectural services.

KCI is a full-service consulting firm that has served clients throughout the state of Florida since 1972. We offer multi-disciplinary expertise in the fields of transportation, civil engineering, land surveying, traffic, planning, landscape architecture, and environmental sciences. All of our proposed staff are located in our Fort Lauderdale office, demonstrating not only our capacity to serve the City, but our commitment to develop the immense local talent within it.

Several of our key staff have worked on parks within the City of Pompano and, in addition, the majority of our key staff have worked with KCI for more than 10 years. By choosing KCI, the City is choosing a consistent and cohesive team for the duration of the contract.

We have extensive experience, expertise and resources in municipal work with a client base including 58 cities throughout Florida, 12 state agencies including the Florida Department of Transportation, 17 counties, as well as Florida Power and Light and a large number of private clients.

KCI has a superior track record of creating realistic cost estimates, accurate plans, and a quality control process that has been proven time and time again. We also have significant experience with bidding assistance, creating bid tabulations, and we are often involved in the construction phases of projects and post construction establishment. KCI has one of the largest and heavily-credentialed landscape inspection teams in the state. Our experienced and diversely talented staff strikes a balance between design and field knowledge, creativity, and practicality. This balanced integration provides KCI insight that constantly improves and refines the quality of our design and field services, helping to create a balance between aesthetics, cost, and constructability. This, in addition to our ability create practical, cost efficient designs, work with construction managers and City staff, and stick to a stringent schedule, will be crucial in providing superior landscape architecture services to the City.

KCI staff members will be available to the City's staff on short notice. Our Project Manager, Todd Mohler, RLA, ISA, IA, will be the primary point of contact for the City. Mr. Mohler has over 24 years of experience in all phases of landscape architecture including plan development, concept generation, cost estimating, site inventory, site and master planning, landscape and irrigation design, project specifications, construction observation, landscape inspection and quality control. He has specific project experience in municipal parks, streetscapes, hospitality, PUDs, and commercial development.

Serving the City of Pompano Beach is our top priority. KCI is committed to and has the available resources to complete this project on-time and on-budget. Furthermore, we will be the City's ally in achieving its goals. Our current workload is manageable, and through our proven project management program we will provide the City with efficient services. We understand the importance of this contract and the significance of your decision.

We hope that during the review of our submittal, particular consideration will be given to the strength of our history, the depth of our experience and expertise, and our commitment to be a partner the City can count on to dutifully execute this contract.

As a Regional Practice Leader and the Principal-in-Charge for this project, I will actively oversee the progression and success of the tasks associated with this contract. We look forward to working with you. Please contact me should you have any questions or requests at (954) 776-1616 or [bruce.reed@kci.com](mailto:bruce.reed@kci.com).

With Kind Regards,

**KCI TECHNOLOGIES, INC.**



Bruce Reed, RLA  
Site Facilities Regional Practice Leader



# TECHNICAL APPROACH



# TECHNICAL APPROACH

## PROJECT INITIATION

At the initiation of a design project, the KCI project manager and key staff will meet with the City's staff to review the scope of services. The goals of this meeting are to review City's objectives, identify and assign the required tasks, and define budgets and schedules. Design concepts, permit processes, funding requirements, changes in the programmed improvements and other considerations for the project will also be discussed. After the City has approved the scope and budget and authorization to proceed has been granted, the work immediately begins.

## TEAM COORDINATION

Our project manager will hold internal project kick-off meetings to ensure that team members understand the scope, their responsibilities, and requirements of the assigned project schedule. Our team will also hold regular project meetings to review project milestones and monitor project status. During these meetings we will discuss:

- Internal deliverables
- External deliverables including those for the City and other interested parties
- Project schedules to establish staffing needs and short-, mid-, and long-range objectives
- Technical support staff needs
- Value engineering
- Project findings and relevant information that influence decisions. This discussion will aid in developing problem-solving strategies.

## QUALITY ASSURANCE/QUALITY CONTROL

KCI is certified to the ISO 9001:2015 standard. ISO is a widely recognized international standard for quality management systems (QMS). Unique for its mandatory internal auditing program, the ISO standard requires the continual evaluation of all business processes in order to provide objective measures of performance and improvement. In addition to requiring ongoing internal audits, ISO certification requires annual third-party audits by an independent certification body.

Our primary company objectives are to:

- Satisfy client expectations
- Continually review company performance
- Continuously improve the QMS

KCI's production process requires a Quality Assurance/ Quality Control (QA/QC) program for each project. We incorporate and will use a quality control plan using front check, back check and quality control review for typical projects. We propose to use this method for proposed projects if approved by the City, or we will tailor the review to correspond with specific requested tasks. At the tentative completion of construction documents and specifications, budgets and schedules are again reviewed, allowing for minor adjustments. The construction documents and specifications are then packaged for bidding according to the scope of services.

## CLIENT MEETINGS, COORDINATION, PRESENTATIONS, AND PUBLIC OUTREACH

The project development phases requires client coordination meetings to abreast of project developments, ensure project goals, requirements and changes are incorporated into the project. Although majority of

the meeting are with City staff, we are accustomed to providing professional presentations to provide project information to elected officials and city management and public outreach meetings to address and obtain concerns.

## SITE ANALYSIS

The initial site analysis will begin with investigative services including site surveys and geotechnical and environmental studies. Using the information obtained from these tasks, the KCI team will perform an analysis to identify site conditions and constraints that affect the proposed project. An important aspect of the on-site analysis phase will be the feasibility/capacity to implement the proposed improvements and the impacts both on and off site.

KCI knows that field assessment is critical to project success; therefore, it receives a great deal of emphasis during this stage of the project. This process includes site visits to photograph and systematically record the site, existing conditions, characteristics, opportunities and constraints. The information we collect is reviewed, and subsequently utilized in reports and presentations for meetings with the City and the public, if required. On-site analysis will include environmental assessments, identification of vegetative communities, off-site views, photographic analysis within the site, adjacent land uses, and any other techniques necessary to provide site-specific information to tailor the design to the site.

The field reviews drive design decisions by locating utilities, drainage patterns, access, evaluating constructability, impacts to adjacent land uses, and existing vegetation. Our field assessments aid the City with professional recommendations, accurate designs, cost estimates, and reports. The analysis work is thoroughly integrated into the design process.

## TREE ASSESSMENT/INVENTORY

Our landscape group is unmatched in knowledge, experience, and dedication to the green industry, as reflected in our specifically trained team of landscape professionals, including nine ISA Certified Arborists, four ISA Tree Risk Assessors, six Landscape Architects, LEED accredited professionals, FNGLA Certified Professionals, LIAF Certified Landscape Inspectors, and IA Certified Irrigation specialists, all with advanced certifications beyond the minimum requirements. All are fully involved in updating green industry standards, details, specifications, researching materials and best management practices, and continually pursuing green industry certifications to ensure that our clients receive state-of-the-art services.

As an industry leader in the field of transportation landscape architecture, landscape inspections and landscape establishment monitoring, we have been involved in a vast array of municipal projects, streetscapes and park projects, including the planning, design, post-design and landscape CEI on over 200 FDOT landscape projects, along with 150 projects that required existing tree evaluations with many thousands of trees surveyed, inventoried, and assessed. We've developed advanced landscape inspection procedures and reporting methodologies, details and specifications updates.



## INFRASTRUCTURE ANALYSIS

Capacities of utilities servicing the site will be evaluated through communication with utility owners and examination of existing plans. Preliminary utility demand analysis of projected uses will be used to specify required infrastructure improvements. This phase requires the team to conduct a thorough search of relevant existing information. Data to be gathered includes utility maps, previous system studies, as-built plans, aerial photos, previous design reports and a variety of other project-specific information.

Surveying and utility locating services will be initiated during the analysis. Surveying will provide boundary, topography, wetland delineations, tree surveys, and legal descriptions necessary for development of construction documents and permitting. Our surveying team will also include geometric control for construction and as-built documents for final certifications.

Geotechnical work in reviewing of the existing soil borings, groundwater will be done during the analysis phase to develop an approach to accommodate the proposed improvement program. Foundation designs will be developed during the design and permitting processes.

Preliminary design efforts will provide insights into required/desired drainage, materials, character of architectural features, and site amenity themes. Site planning and facility designs will reflect a sustainable thought processes and be ADA compliant.

## PRELIMINARY DESIGN

After completion of the analysis phase, including the City staff design direction, the KCI team will begin preliminary design. Our team will begin to refine the concept plan into the preliminary design through a series of 30%, 60%, and 90% design intervals. The process will produce evaluation of design alternatives and preliminary opinion of construction cost, in coordination with the contractor.

Sustainable design is an integral element in the KCI approach. Integrating Green Principles into our projects restores the natural ecological balance of our region, conserves water and other natural resources, saves money, reduces maintenance, and delivers a very long list of other benefits to our clients. New projects have a vast impact on the City's maintenance demands. KCI's design practice includes interviewing maintenance managers to fully understand the City's capabilities as well as material preferences and operational requirements. Life cycle and maintenance cost of proposed elements are key items evaluated in all our designs.

This process will allow us to design for appropriate level of services and specify the City's desired material. Specifying proven materials that the City is familiar with will reduce training, maintenance, and inventory requirements.

The KCI team's expertise and experience will be put to use by implementing, latest standards, recreational practices, and codes. Our team's experience and research enables improved techniques, cost savings, and environmentally-responsive procedures to improve the quality of projects and reduce maintenance. This knowledge gained over many years is implemented into the plans and specifications, construction observation, plan reviews and writing maintenance plans. The KCI team's preliminary design addresses critical design and detail considerations for the proposed project elements. Examples of these considerations are existing trees, utilities, drainage techniques, and handicap accessibility. Our team will initiate the permit process at this phase.

KCI will incorporate Crime Prevention Through Environmental Design (CPTED) concepts and current recreation design trends to ensure safety, function, and playability the design. Structures such as community centers, indoor basketball courts, and pavilions will be designed along with landscape treatment. Landscape plans will be designed implementing Florida-friendly practices to include shade for parking lots, open spaces, and buffers. Irrigation will be designed for appropriate areas.

## **ENGINEERING DESIGN**

Utility locations, grading, and drainage will be designed to minimize impacts to the site. The City's standards will be implemented for utilities.

## **COORDINATION MEETINGS**

Coordination meetings will be held regularly with City staff and the Project Manager that will focus on the program elements, proposed designs and alternatives, schedule, and cost. Prior to submitting to formal review boards and permitting agencies a preliminary plan set will be submitted for a review and appropriate recommendations will be implemented.

## **VALUE ENGINEERING**

Our up-to-date knowledge of current value engineering methods and costs permits us to make informed recommendations. Although each design profession decisions are evaluated for constructability and efficiency, the project as a whole must also be evaluated to ensure the same. Our team will review and coordinate the design as a whole during team coordination meetings. For these projects the review will include the City's project manager.

## **PUBLIC INVOLVEMENT/OUTREACH**

KCI has a proven track record as a leader in public involvement programs throughout the state. Our public involvement team is experienced at not only providing information dissemination to residents and stakeholders, but going into neighborhoods and having one-on-one meetings to inform and receive feedback. KCI prepares and distributes newsletters and other collateral information, as well as provides designs and maintains a website for projects. Our team has assisted clients such as the City of West Palm Beach, Town of Lantana, South Miami-Dade Watershed Study, Broward Metropolitan Planning Organization, CERP for Acme Basin B and various FDOT projects. For this contract, our staff would provide for a public input session and information session informing participants of the final design.

## **PLAN APPROVAL**

The degree of the project improvement will define the plan approval process through the City boards coordinated through development services planning and zoning. This process includes pre-application meeting, DRC, and may include AAC and P&Z.

## **PERMITTING**

Our team's permitting process will include pre-application meetings, preparation and submittal of the applications, to obtaining appropriate permits. Prior to engaging in the design of the project, we will schedule meetings/conference calls with permitting agencies to discuss the regulatory permitting requirements. The constraints these requirements may have on the design of the project will be clearly identified. Permit requirements/constraints will be taken into consideration to reduce the risk of project delays and/or project cost overrun. Our staff is well-educated in environmental permitting, as two of our lead staff are former government employees, and as consultants have obtained permits at local, state, and federal levels.

KCI has a permitting protocol established that we implement to best expedite permit applications, processing, receipt of permits, and final certification/closeouts:

- Proactively address permitting issues with the consultant team and the City in the project initialization phase
- Identify potential environmental issues to avoid negative impacts
- List and develop a permit tracking matrix/tabulation

- Arrange for pre-application meetings with the jurisdictional agencies (develop an “Owner’s Rep Attitude”) prior to design
- Maintain communication with permitting agencies (permitting requirements should impact the design at early project stages to avoid unanticipated surprises)
- Prepare thorough permit applications to accompany the initial submittal and minimize agency requests for information (RFIs)
- Design and specify projects that meet or exceed regulatory expectations
- Follow through permit compliance to placing the system into service
- Final certification/closeout of project

## FINAL DESIGN AND CONSTRUCTION DOCUMENTS

After approval of the Preliminary Design, the KCI team will develop final design, construction plans and technical specifications. It is the Team’s objective to rapidly produce accurate plans and specifications that protect the City from change orders.

This often under-appreciated effort provides the legal and technical backbone to the drawings that will force a contractor to adhere to specific quality and quantity provisions. It is also the key to regulating contractor behavior and approach, including quality, schedule and project administration. These documents are the basis for protecting the City and thus the public’s interest in the construction project. It is also a task in which the KCI team has extensive experience and takes very seriously.

Through this process the detailed design, including all permit comments and requirements are finalized into a bid document that the City can advertise for bid. As necessary, detailed specifications are developed to ensure the standards and quantities for construction are clear and established. This is also the part of the process where special considerations are incorporated into the construction documents such as the need for phasing the construction, early procurement of material with long manufacturing time or specialized work procedures to minimize impacts of day-to-day community operations. KCI not only understands the importance of these details but excels at developing specifications that meet the specific needs of our clients.

A survey shall be conducted to determine if any protected species are located within the project area. Coordination and permitting with US Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission may be required if protected species are found.

If any contamination is detected onsite, a Class VI permit for drainage from Miami-Dade Regulatory and Economic Resources (RER) may be required. Coordination with the Florida Department of Environmental Protection (FDEP) will also be required for any remediation. Other environmental permits/reviews that may be needed from RER include a Class V permit for dewatering, asbestos review, environmental plan review and tree removal or relocation permit.

This phase completes after review from the City and the permitting agencies and completion of a definitive cost opinion based on the proposed detailed design.



## CONSTRUCTION PHASE SERVICES

KCI has provided construction management and observation services for over a decade. We believe that our success demonstrates our commitment to excellence in the performance of these services. As part of our core service we routinely perform inspections for State and local municipalities and for a variety of projects. Our team's focus will be on observations for compliance with plans, specifications and permits.

During this phase, the KCI team will:

- Review shop drawings
- Assist in plan field adjustments
- Obtain field information for modification of contract drawings to as-built drawings
- Conduct the final project inspection for final permit acceptance



# SCHEDULE

# SCHEDULE

Understanding that the City's Continuing Contract for Landscape Architectural Services is a task order-based contract, the table below depicts a typical timeline for a project. 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.

PHASE	MONTHS															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>NOTICE TO PROCEED</b>																
<b>Meetings</b>																
City Staff	1			1		1			1			1		1		
Team Meetings	2	2	2	2	2	2	1	1	2	1	1	1	2	1		
<b>Preliminary Work and Data Collection</b>																
<b>30% Plan Development</b>																
Survey																
Geotechnical																
Data Collection																
30% Plans																
QA/QC																
City Staff and Project Manager Review/Approval																
Preliminary Permitting Coordination Meeting																
<b>60% Plan Development</b>																
60% Plans																
QA/QC																
City Staff and Project Manager Review/Approval																
Permitting Pre-Application Meeting																
City Board Approvals, Pre-Application Meeting, Development Review Committee, Planning and Zoning, Architectural Appearance Committee																
<b>90% Plan Development</b>																
90% Plans																
Draft Specifications																
QA/QC																
City Staff and Project Manager Review/Approval																
Permitting Non-City																
Building Department Permit Review/Dry Run																
City Council																
<b>Construction Documents</b>																
Final Plans																
Specifications																
QA/QC																
City Staff and Project Manager Review/Approval																
<b>Begin Construction Phase Services</b>																



# REFERENCES

## REFERENCES

### CITY OF FORT LAUDERDALE

July Jimenez

(954) 777-4415

July.Jimenez@dot.state.fl.us

**Middle River Terrace - Old Dixie Highway:** KCI worked in concert with the FDOT, The City of Fort Lauderdale, and the Middle River Terrace Neighborhood Association to develop the Old Dixie Highway roadway improvement as a complete streets project. The design included custom entry signage and special pervious sidewalk details to preserve existing trees along the corridor, bioswales on the shoulders, streets trees, tree relocations, irrigation, bike lanes, sidewalks, traffic calming and a roundabout to replace a traffic signal. KCI's services also included post design and construction oversight for this project.

**Project Cost:** \$25,570 (design fee)

### CITY OF BOCA RATON

Mike Dyko

(561) 416-3413

mdyko@myboca.us

**Hillsboro El Rio Park:** KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The park was built on an abandoned landfill adjacent to a wetland, requiring significant additional permitting and geotechnical involvement. The park features will include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Native plantings will be used to anchor the park features, provide shade and interest, screen the adjacent railway, and buffer the adjacent mangrove wetland. A pedestrian mid-block crossing connects the north and south portions of the park on opposite sides of SW 18th Street. The crossing provides a median refuge and utilized a pedestrian actuated beacon system.

**Project Cost:** \$604,000 (design fee)

### FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4

Scott Peterson, PE

(954) 777-4416

Scott.Peterson@dot.state.fl.us

**SR A1A Beach Streetscape:** KCI was retained by FDOT District 4 to design the reconstructed portion of SR A1A from Sunrise Boulevard to NE 18th Street. KCI designed and prepared construction plans for the landscape, irrigation, and hardscape. While most of the landscape improvements are in the newly constructed median, KCI also made improvements to the east sidewalk along the beach. The streetscape design lined SR A1A with stately palms placed in landscaped medians. The palms were spaced closely for dramatic visual impact and the wide sidewalks allowed for comfortable pedestrian passage. Coastal appropriate plant species were installed within plant beds throughout the project. KCI performed post design services; reviewing plant layouts and plant quality to ensure a quality product. KCI will continue to assist the department in monitoring the establishment period.

**Project Cost:** \$86,865 (design fee)

## 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
- Andrews Avenue Bridge over the CSX Rail Corridor



# 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 ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RLI IN THE EBID SYSTEM.**

## PROJECT TEAM

RLI NUMBER T-25-20

Federal I.D.# 52-1604386

### PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Bruce Reed</u>	<u>33</u>	<u>BS/Landscape Architecture</u>
Project Manager	<u>Todd Mohler</u>	<u>24</u>	<u>BLA/Landscape Architecture</u>
Asst. Project Manager	<u>Chris Miller</u>	<u>26</u>	<u>BLA Studies/Landscape Architecture</u>
Other Key Member	<u>Kirk Hoosac</u>	<u>16</u>	<u>BLA/Landscape Architecture</u>
Other Key Member	<u>Marisol Ortega</u>	<u>26</u>	<u>BS/Business Management</u>

### SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>_____</u>	<u>_____</u>
Landscaping	<u>_____</u>	<u>_____</u>
Engineering	<u>_____</u>	<u>_____</u>
Other Key Member	<u>ECS Group FL, LLC</u> <u>1627 NE 17th Terrace</u> <u>Fort Lauderdale, FL 33305</u>	<u>Marisa Magrino</u>
Other Key Member	<u>_____</u>	<u>_____</u>
Other Key Member	<u>_____</u>	<u>_____</u>
Other Key Member	<u>_____</u>	<u>_____</u>

# 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.



*\*indicates key personnel resumes included*

# **STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM**



# STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

By the virtue of our firm's multidisciplinary professional components, KCI's landscape architecture division has been able to and continues to work on a wide variety of projects. Through this experience, we have emerged with a broad range of landscape architecture skills and expertise in unique areas. Our landscape architecture division has remarkable experience and technical background in servicing governmental miscellaneous contracts from preliminary studies plan reviews to final construction observations. Our design work includes commercial facilities, municipal parks, streetscapes, traffic calming, residential communities and institutional facilities. We have provided landscape architectural services to more than 30 parks and recreation projects, and also have extensive experience with transportation-related landscape enhancement projects which include the completion of over 150 designs. We have provided services on streetscapes, traffic calming, roadway landscape projects, complete streets, master planning and design projects from major gateways to neighborhood buffers, plans preparation, construction observation, and plan review for both state agencies and local municipalities.

Our staff's expertise includes a diverse set of professionals including five registered landscape architects, two certified irrigation designers, two LEED accredited professionals, eight certified landscape inspectors and eight certified arborists.

Our firm has provided miscellaneous landscape architectural services under continuing services contracts to the City of Coconut Creek, City of Doral, City of Miami, City of Miami Gardens, City Of Marathon, City of Fort Lauderdale, City of Parkland, City of Miami Beach and the Florida Department of Transportation (FDOT) Districts 4 and 6 District-wide Miscellaneous Landscape Architectural Services. This experience provides us with the knowledge and procedures to fill the project requirements and standards specific to the City of Plantation.

Additionally, KCI has successfully assisted several clients in obtaining grant awards from sources such as the Florida Highway Beautification Council, FDOT LAP, the Broward Beautiful Program and the Miami-Dade County Landscape Committee. We have also worked with the City of Fort Lauderdale (Florence Hardee Park), and the City of Miami Gardens (Bunche Park and Rolling Oaks Park) to obtain awards from the Florida Community Trust Land Acquisition, Florida Recreation Development Assistant and Broward County Land Acquisition Program. Our services included providing master planning, development costs, public involvement meetings, technical writing and renderings.

## 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.

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 landscape architecture 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



# HILLSBORO EL RIO PARK

## CITY OF BOCA RATON

### Project Description

KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The park was built on an abandoned landfill adjacent to a wetland, requiring significant additional permitting and geotechnical involvement. The park features will include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Native plantings will be used to anchor the park features, provide shade and interest, screen the adjacent railway, and buffer the adjacent mangrove wetland. A pedestrian mid-block crossing connects the north and south portions of the park on opposite sides of SW 18th Street. The crossing provides a median refuge and utilized a pedestrian actuated beacon system.

### Project Location

Boca Raton, FL

### Initial Contract Award

\$5,600,000

### Initial Construction Cost

\$6,800,000

### Initial Design Fees

\$604,000

### Project Status

Completed 2020

### Staff Team

Bruce Reed; Kirk Hoosac; Todd Mohler; Chris Miller

### Client Contact

Mike Dyko / (561) 416-3413



# SR A1A BEACH STREETSCAPE

## FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4

### Project Description

KCI was retained by FDOT District 4 to design the reconstructed portion of SR A1A from Sunrise Boulevard to NE 18th Street. KCI designed and prepared construction plans for the landscape, irrigation, and hardscape. While most of the landscape improvements are in the newly constructed median, KCI also made improvements to the east sidewalk along the beach. The streetscape design lined SR A1A with stately palms placed in landscaped medians. The palms were spaced closely for dramatic visual impact and the wide sidewalks allowed for comfortable pedestrian passage. Coastal appropriate plant species were installed within plant beds throughout the project. KCI performed post design services; reviewing plant layouts and plant quality to ensure a quality product. KCI will continue to assist the department in monitoring the establishment period.

### Project Location

Fort Lauderdale, FL

### Initial Contract Award

\$650,000

### Initial Construction Cost

\$1,200,000

### Initial Design Fees

\$86,865

### Project Status

Completed 2016

### Staff Team

Bruce Reed; Kirk Hoosac; Chris Miller

### Client Contact

Scott Peterson, PE / (954) 777-4416



# TOTOR ART PLAZA

## CITY OF NORTH MIAMI BEACH

### Project Description

The City of North Miami Beach asked KCI to design a plaza in front of City Hall to showcase a sculpture of a dog named Totor. KCI worked on this project very closely with City staff on a very expedited schedule. The project included hardscape design, including built-in concrete benches, landscape, and irrigation design. From conceptual plans to the final construction, which was handled by Public Works in coordination with KCI, the project was completed within four months. **KCI received the Partner of Year award for the assistance with the design and construction coordination for this park plaza.**

### Project Location

North Miami, FL

### Initial Contract Award

\$90,000

### Initial Construction Cost

\$80,000

### Initial Design Fees

Pro Bono Design

### Project Status

Completed 2018

### Staff Team

Bruce Reed; Kirk Hoosac

### Client Contact

Esmond Scott / (305) 948-2900



# SR 907/ALTON ROAD FROM 5TH STREET TO N MICHIGAN AVENUE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 6

## Project Description

This 1.5 mile section of Alton Road is an active commercial corridor in one of Florida’s hottest destinations to visit, live, work or play - Miami Beach. The corridor is heavily traveled by locals and tourists either by foot, bicycle or automobile. In addition to being a complete roadway reconstruction project, FDOT’s scope also includes highway beautification with landscape, hardscape, and irrigation plans. To soften the urban feeling of this metropolitan corridor, large shade trees were placed adjacent to on-street parking and in curbed bulb-outs; thus providing a shady walk for pedestrians, allowing them to linger along the corridor to enjoy the many shops and cafes that Miami Beach has to offer. Hardscape treatments were designed within the sidewalks to create ADA compliant walkways as well as provided root space for proposed street trees. Working with the City of Miami Beach, irrigation plans were tailored to the City’s requests. Ultimately as a tree-lined street that will mature and grow, Alton Road will continue to develop as an asset for the community and its users to enjoy.

## Project Location

Miami Beach, FL

## Initial Contract Award

\$1,250,000

## Initial Construction Cost

\$1,000,000

## Initial Design Fees

\$124,232

## Project Status

Completed 2016

## Staff Team

Bruce Reed; Kirk Hoosac; Todd Mohler; Chris Miller

## Client Contact

Paul Moss / (305) 470-5384



# MIDDLE RIVER TERRACE – OLD DIXIE HIGHWAY

CITY OF FORT LAUDERDALE

**Project Description**

KCI worked in concert with the FDOT, The City of Fort Lauderdale, and the Middle River Terrace Neighborhood Association to develop the Old Dixie Highway roadway improvement as a complete streets project. The design included custom entry signage and special pervious sidewalk details to preserve existing trees along the corridor, bioswales on the shoulders, streets trees, tree relocations, irrigation, bike lanes, sidewalks, traffic calming and a roundabout to replace a traffic signal. KCI's services also included post design and construction oversight for this project.

**Project Location**

Fort Lauderdale, FL

**Initial Contract Award**

\$62,230

**Initial Construction Cost**

\$117,025

**Initial Design Fees**

\$25,750

**Project Status**

Completed 2018


**Staff Team**

Bruce Reed; Kirk Hoosac; Chris Miller


**Client Contact**

July Jimenez / (954) 777-4415

# FIRM LICENSES - KCI TECHNOLOGIES



Ron DeSantis, Governor



**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**


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

**KCI TECHNOLOGIES, INC.**  
4041 CRESCENT PARK DRIVE  
RIVERVIEW FL 33578

**LICENSE NUMBER: CA4898**


**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)




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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

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

**KCI TECHNOLOGIES INC**  
936 RIDGEBROOK ROAD  
SPARKS MD 21152

**LICENSE NUMBER: LC26000634**

**EXPIRATION DATE: NOVEMBER 30, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# *State of Florida*

## *Department of State*

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975.

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 May 11, 2020, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of May, 2020*



*Ronald R. DeSantis*  
**Secretary of State**

Tracking Number: 0664604721CC

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

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



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

**DBA:** KCI TECHNOLOGIES INC      **Receipt #:** 315-297150  
**Business Name:** KCI TECHNOLOGIES INC      **Business Type:** ENGINEER (ENGINEERING)

**Owner Name:** KCI TECHNOLOGIES INC      **Business Opened:** 02/21/2019  
**Business Location:** 6500 N ANDREWS AVE      **State/County/Cert/Reg:** 4898  
 FT LAUDERDALE  
**Business Phone:** 4103167800      **Exemption Code:**

Rooms      Seats      Employees      Machines      Professionals  
 78

For Vending Business Only						Total Paid
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
45.00	0.00	0.00	0.00	0.00	0.00	45.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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

**Mailing Address:**  
 KCI TECHNOLOGIES INC  
 6500 N ANDREWS AVE  
 FT LAUDERDALE, FL 33309

**Receipt #13B-18-00007398**  
**Paid 07/23/2019 45.00**

**2019 - 2020**

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

**DBA:** KCI TECHNOLOGIES INC      **Receipt #:** 316-297151  
**Business Name:** KCI TECHNOLOGIES INC      **Business Type:** ARCHITECT (LANDSCAPE ARCHITECTURE BUSINESS)

**Owner Name:** KCI TECHNOLOGIES INC      **Business Opened:** 02/21/2019  
**Business Location:** 6500 N ANDREWS AVE      **State/County/Cert/Reg:** LC26000634  
 FT LAUDERDALE  
**Business Phone:** 4103167800      **Exemption Code:**

Rooms      Seats      Employees      Machines      Professionals  
 77

For Vending Business Only						Total Paid
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
45.00	0.00	0.00	0.00	0.00	0.00	45.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**


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

**Mailing Address:**  
 KCI TECHNOLOGIES INC  
 6500 N ANDREWS AVE  
 FT LAUDERDALE, FL 33309

**Receipt #13B-18-00007398**  
**Paid 07/23/2019 45.00**

**2019 - 2020**

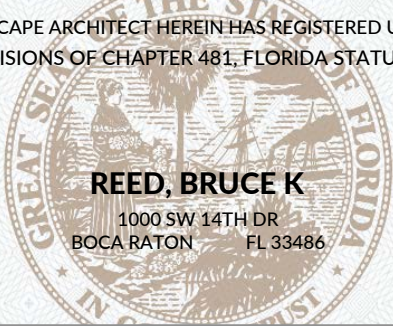
Ron DeSantis, Governor Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

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




**REED, BRUCE K**  
 1000 SW 14TH DR  
 BOCA RATON FL 33486

**LICENSE NUMBER: LA0001479**

**EXPIRATION DATE: NOVEMBER 30, 2021**

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Ron DeSantis, Governor Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

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 PROVISIONS OF CHAPTER 481, FLORIDA STATUTES




**HOOSAC, KIRK PATRICK**  
 2411 NW 31 COURT  
 OAKLAND PARK FL 33309

**LICENSE NUMBER: LA6667091**

**EXPIRATION DATE: NOVEMBER 30, 2021**

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**Florida**  
**dbpr**

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

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

**MILLER, CHRISTOPHER BENJAMIN JR**  
1525 SW 17TH STREET  
FORT LAUDERDALE FL 33312

**LICENSE NUMBER: LA6666970**  
**EXPIRATION DATE: NOVEMBER 30, 2021**  
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**Florida**  
**dbpr**

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE**

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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**MOHLER, TODD KEENE**  
4711 NE 13 AVENUE  
OAKLAND PARK FL 33334

**LICENSE NUMBER: LA0001594**  
**EXPIRATION DATE: NOVEMBER 30, 2021**  
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# RESUMES OF KEY PERSONNEL

## RESUMES OF KEY PERSONNEL

### BRUCE REED, RLA

#### PRINCIPAL-IN-CHARGE

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

Years of Experience: 33

Registrations/Certifications:

RLA / FL / 0001479 /  
Crime Prevention Through  
Environmental Design (CPTED)

Education:

BS / 1987 / Landscape  
Architecture / University of  
Florida

**Atlantic Boulevard Streetscape, Pompano Beach CRA, Pompano Beach, FL.** *Project Manager.* This corridor CRA project was a one-mile redevelopment enhancement project. KCI developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans, details and specifications and provided construction inspection.

**Hillsboro El Rio Park, Phase II, City of Boca Raton, Boca Raton, FL.** *Principal-in-Charge.* KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The park was built on an abandoned landfill adjacent to a wetland, requiring significant additional permitting and geotechnical involvement. The park features include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Native plantings were used to anchor the park features, provide shade and interest, screen the adjacent railway, and buffer the adjacent mangrove wetland. A pedestrian midblock crossing connects the north and south portions of the park on opposite sides of SW 18th Street. The crossing provides a median refuge and utilizes a pedestrian actuated beacon system.

**City of Deerfield Beach Park Improvements, City of Deerfield Beach, Deerfield Beach, FL.** *Project Manager.* KCI provided master planning, site design, landscape and irrigation design, permitting, construction drawings and specifications, bidding and contract administration for renovation of five municipal and neighborhood parks, including pre-engineered buildings specifications for several parks.

**Las Olas Boulevard Beach Streetscape, Fort Lauderdale, FL.** *Project Manager.* This half-mile improvement 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 signing and marking, signalization, landscape plans, drainage modifications, utility coordination/relocation, streetscape, roadway design, planting, custom tree grates, hardscape, irrigation, landscape, pedestrian and street lighting design, tree relocation plans, bidding assistance, and construction management.

Mr. Reed was the project manager/landscape architect of record for the .5 roadway improvements that consisted of roadway realignment, hardscape treatments, ADA upgrades, landscaping, decorative lighting, signage and improved stormwater drainage for a tourist destination known around the world. Services provided included streetscape, roadway, planting, hardscape, irrigation, landscape, pedestrian and street lighting design, tree relocation plans, bidding assistance, and construction management.

# TODD MOHLER, RLA, ISA, IA

## SENIOR LANDSCAPE ARCHITECT/PROJECT MANAGER

Mr. Mohler is a skilled Registered Landscape Architect (RLA) with a depth of knowledge developed through 23 years of professional experience. His project portfolio ranges broadly between public agency and private development. He has specific project experience in parks, streetscapes, hospitality, PUDs, and commercial development. Professional services on projects frequently include initial data collection and observation, site analysis, concept and design development, and complete site, landscape, and irrigation design including construction oversight and inspection services. Most recently he has been designing, testing, inspecting, and managing centrally controlled irrigation systems. These services are focused on water conservation and horticultural services aimed squarely at sustainability of built landscapes. His thorough understanding of water, soils, and plants within the built environment afforded a decades-long successful consulting career in the private sector, including irrigation water management through advanced technologies like soil moisture sensing, weather stations, and computerized central control systems. Mr. Mohler has presented regularly at state ASLA conventions, as well as similar Texas ASLA conventions on the subject of water conservation.

**Hillsboro El Rio Park Phase II, Boca Raton, FL. *Landscape Architect.*** Mr. Mohler directed the design of a 17-acre park developed on top of an abandoned landfill, including play features, sports courts, shade structures, passive recreation areas, and a non-motorized boat launch. Additionally, Mr. Mohler developed and produced the landscape and irrigation designs.

**Wiles Road, Broward County, FL. *Landscape Architect.*** Mr. Mohler provided site analysis, streetscape design, and landscape and irrigation design, including coordination with the City of Coconut Creek as the maintaining authority.

**Historic Woodlawn Cemetery, Broward County, FL. *Landscape Architect.*** Mr. Mohler directed and designed improvements to an historic cemetery including site amenities, hardscape, and landscape and irrigation. Site amenities incorporated were decorative fencing, entrance signage, historical markers, monuments, trash receptacles, and benches. Custom construction details, specifications, and design concepts accommodated and preserved the historic elements of the site. Post-design construction observation services were also provided.

**Doral Boulevard Median Landscape Improvements (HEFT to NW 97 Avenue), Doral, FL. *Landscape Architect.*** Mr. Mohler provided analysis of existing landscape materials, tree relocation plans, and landscape and irrigation design for the beautification of a commercial corridor. FDOT standards were applied on a County facility.

**Lyons Road, Coconut Creek, FL. *Landscape Architect.*** Mr. Mohler provided site analysis, streetscape design, and landscape and irrigation design for a two-mile roadway beautification project.

**Sunset Lakes Municipal Complex, Miramar, FL. *Landscape Architect.*** Mr. Mohler provided programming, master planning, site planning, planting plan, irrigation design, permitting, construction drawings, and specifications for a 26-acre park/municipal complex design-build project.

Years of Experience: 23

Registrations/Certifications:

RLA / FL / 0001594

ISA Arborist /

Year Certified 2013

IA Certified Landscape  
Irrigation Auditor – 2006

IA Certified Irrigation  
Contractor – 2006

IA Certified Golf Irrigation  
Auditor – 2007

IA Certified Irrigation  
Designer, Residential/Golf/  
Commercial – 2007

Rain Water Catchment  
Accredited Professional –  
2008

Certified Arborist –  
International

Society of Arboriculture  
(ISA), 2013

Florida Water Star Accredited  
Professional – 2014

FDOT LAP Design Criteria  
Specifications & Construction  
Certification

FDOT Specifications Package  
Preparation Training for  
Consultants

Professional Affiliations:

American Society of  
Landscape Architects

International Society of  
Arboriculture

Irrigation Association

American Rainwater  
Catchment Systems  
Association

Education:

BLA/Landscape Architecture/  
Clemson University

# KIRK HOOSAC, RLA

## LANDSCAPE ARCHITECT/QUALITY CONTROL

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

Years of Experience: 16

Registrations/Certifications:

Registered Landscape  
Architect / FL / 6667091

Education:

BLA / Landscape Architecture/  
University of Florida

**Prospect Road from Commercial Blvd to SR 811 / North Dixie Highway, Broward County, FL. *Landscape Project Manager.*** This urban project included minor widening and lane narrowing to incorporate bike lanes along this four-lane divided highway. A tree inventory was conducted, and a tree disposition was created with detail for root and canopy pruning. An irrigation sleeving plan was also included for a future beautification project on the six-lane section.

**FDOT District 4 Landscape Continuing Services for Broward, Martin, Indian River, St. Lucie, and Palm Beach Counties, FL. *Project Manager.*** Mr. Hoosac serves as a Project Manager for the FDOT District 4 office providing landscape architectural services, including preparation of BOLD landscape plans, irrigation plans, and tree relocation plans.

**Doral Boulevard Median Landscape Improvements (HEFT to NW 97 Avenue), Doral, FL. *Project Manager.*** Mr. Hoosac oversaw the landscape quality control, construction documents, and tree relocation / tree disposition plans for the median landscape and irrigation design, with post-design services and landscape CEI.

**SR 7 Landscape Beautification Grant, Coconut Creek, FL. *Project Manager.*** This was a Highway Beautification Grant project located in the City of Coconut Creek along US 441 from Cullum Road to Sawgrass Expressway. The project included tree inventory and evaluation, landscape, irrigation and hardscape design.

**NE 2nd Avenue from 64th Street to 84 Street, Miami-Dade County, FL. *Project Manager.*** Mr. Hoosac provided community outreach, site evaluation, tree assessments, landscape design, project construction management and inspection, tree selection and grading for this design-build project. This streetscape renovation project included widened sidewalks, bike lanes, on street parking and street trees.

**FDOT District 4 Middle River Terrace / Old Dixie Highway, Fort Lauderdale, FL. *Project Manager.*** KCI worked in concert with the FDOT, The City of Fort Lauderdale, and the Middle River Terrace Neighborhood Association to develop the Old Dixie Highway roadway improvement as a complete streets project. The design included custom entry signage and special pervious sidewalk details to preserve existing trees along the corridor, bioswales on the shoulders, street trees, tree relocations, irrigation, bike lanes, sidewalks, traffic calming and a roundabout to replace a traffic signal. KCI's services also included post design and construction oversight for this project.

**Cougar Trail, Coconut Creek, FL. *Project Manager.*** This was a streetscape and beautification project located in the City of Coconut Creek. The project included tree inventory and evaluation, landscape and irrigation design, and utility coordination.



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

## LANDSCAPE ARCHITECT

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. Mr. Miller 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.

**Atlantic Boulevard, Pompano Beach, FL.** *Landscape Architect.* This was a one-mile corridor redevelopment enhancement project. Mr. Miller developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans, details and specifications and provided construction inspection.

**SR A1A Fort Lauderdale Beach, FL.** *Landscape Architect.* Following a roadway reconstruction project, Mr. Miller developed landscape, hardscape and irrigation plans and two-year landscape establishment monitoring, conforming to the City's master plan.

**Old Dixie Highway, Fort Lauderdale, FL.** *Landscape Architect.* This was a greenway bioswale project, and included room for bicycles and pedestrians, landscape and lighting plans and signage and custom sidewalk details to protect existing trees.

**Beach Streetscape Las Olas Boulevard Phase, Fort Lauderdale, FL.** *Landscape Architect.* This 0.50-mile improvement consisted of roadway realignment, hardscape treatments, ADA upgrades, landscaping, decorative lighting, signage and improved stormwater drainage for a tourist destination known around the world. Mr. Miller provided streetscape, roadway, planting, custom tree grates, hardscape, irrigation, landscape, pedestrian and street lighting design, tree relocation plans, bidding assistance, and construction management.

**A1A / Seabreeze Boulevard, Fort Lauderdale, FL.** *Landscape Architect.* Mr. Miller was responsible for the design for 0.4 miles of a new pedestrian-friendly roadway and sidewalk corridor along a boulevard parallel to Fort Lauderdale Beach. The design included custom amenities, themed pavement treatments, landscape, and irrigation designs through details and construction documents.

**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.

Years of Experience: 26

Registrations/Certifications:

RLA / FL / LA6666970

ISA Certified Arborist

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

Education:

BLA / Landscape Architecture/  
University of Florida

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

# MARISOL ORTEGA, ISA, LIAF

## LANDSCAPE DESIGNER

Ms. Ortega has 26 years of experience as a designer, project manager, arborist and specialized inspector. Her background spans all aspects of the Green Industry, from pre-construction site survey and analysis, overall project design, construction management, to post-development inspection and reporting for residential, commercial and municipal projects. Ms. Ortega has worked with numerous community and city officials and developers to provide project landscape design and contract management, as well as oversight for the installation and maintenance of city monuments, parks, roadways, commercial centers and housing developments. She has also provided post storm hazard assessment, environmental mitigation observation and reporting for wetland and coastal environments. Ms. Ortega thoroughly evaluates project sites, provides landscape and irrigation design, and effectively coordinates with clients, firms, officials and providers throughout the production process and project construction.

[Atlantic Boulevard Streetscape, Pompano Beach CRA, Pompano Beach, FL.](#) *Landscape Designer.* This corridor CRA project was a one-mile redevelopment enhancement project. KCI developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans, details and specifications and provided construction inspection.

[SR A1A Fort Lauderdale Beach, Florida Department of Transportation District 4, Fort Lauderdale, FL.](#) *Landscape Designer.* Following a roadway reconstruction project, KCI developed landscape, hardscape and irrigation plans and two-year landscape establishment monitoring, conforming to the City's master plan.

[Middle River Terrace - Old Dixie Highway, Florida Department of Transportation District 4, Fort Lauderdale, FL.](#) *Landscape Designer.* This was an off-system, 0.9-mile, bicycle and pedestrian project in the community of Middle River in the City of Fort Lauderdale. The project included reducing the travel lanes in order to accommodate bicycle lanes along both sides of the Old Dixie Highway, creating a continuous five-foot wide sidewalk on each side of the corridor, adding raised table intersections with crosswalks for increased pedestrian safety, adding a mini roundabout, pedestrian lighting, and improving drainage along the corridor by adding bio-swales.

[Old Dixie Highway, Fort Lauderdale, FL.](#) *Landscape Designer.* Ms. Ortega provided landscape design and field layout of a greenway bioswale project including room for bicycles and pedestrians, landscape, irrigation and signage.

[SR 93 / I-75 from South of Miramar Parkway to North of Pines Boulevard, Florida Department of Transportation District 4, Fort Lauderdale, FL.](#) *Landscape Designer.* For this landscape project, including two major interchanges at Miramar Parkway and Pines Boulevard, KCI provided planting design and irrigation design. The "Urban Swamp" design concept utilizes a 100% native plant palette to enhance the aesthetic appearance of corridor. The design also provides intermittent respite for the local pedestrian improving their overall phenomenological experience. The design adheres to FDOT safety standards and requirements.

[I-75 North of Pines Boulevard to South of Griffin Road, Florida Department of Transportation District 4, Fort Lauderdale, FL.](#) *Landscape Designer.* This project included a large interchange at Sheridan Street. The "Urban Swamp" design concept utilized a 100% native plant palette to enhance the aesthetic appearance of corridor. The design also provided shade trees along sidewalks to improve pedestrian experience. KCI provided planting design and irrigation design. The design also provides intermittent respite for the local pedestrian improving their overall experience.

Years of Experience: 26

Registrations/Certifications:

AutoCAD- Certification

Emergency Management  
Institute

ISA Certified Arborist

LIAF Certified Landscape  
Inspector

National Incident Management  
Systems IS-100, IS-200,  
IS-700 Certifications

Education:

BS / Business Management /  
Florida International University



## Marisa J. Magrino, ISA, LIAF, FNGLA

### Principal/Senior Environmental Scientist

#### Academic Background

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

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

#### Professional Certifications

ISA Certified Arborist,  
# FL-6436A

FDOT Maintenance of  
Traffic Intermediate,  
# 11314

FDEP Certified Stormwater  
Inspector,  
# 33987

LIAF Certified Landscape  
Inspector,  
#2016-0196

FNGLA Certified Landscape  
Technician  
#TC9 00427

FNGLA Certified  
Horticulture Professional  
CPR and Emergency First  
Response certified

PADI Certified Advanced  
Open Water Rescue  
SCUBA Diver

Professional Training  
Supervisory/Leadership  
Training, 2014

Wetland Delineation and  
Species ID Training, 2013

Scientific Diving Training  
(AAUS)

GIS Trainings, 2011 & 2012

#### Professional Affiliations

Association of State  
Wetland Managers

International Society  
of Arboriculture

[www.ecsgroupfl.com](http://www.ecsgroupfl.com)

Ms. Magrino is an environmental scientist and Certified Arborist with 15 years of experience. With her extensive educational and professional experience, Ms. Magrino is proficient in plant and wildlife identification, tree assessments, plan reviews, report writing, mitigation assessments, GIS, coordinating/obtaining permits, and performing coastal, wetland and landscape surveys and compliance inspections. She served as a Natural Resources Specialist for Broward County, requiring her to effectively manage projects, issue licenses and permits, conduct biological assessments and wetland determinations, create and review technical reports, map wetland and seagrass in GIS, and ensure compliance with regulations on all levels. Professional certifications include ISA Certified Arborist, LIAF Certified Landscape Inspector, FNGLA Certified Landscape Technician and Horticulture Professional, FDEP Stormwater Inspector and FDOT Maintenance of Traffic.

#### Relevant Experience

**Everglades Restoration Area (ERA):** Permitting, Construction Compliance, Wetland Monitoring and Report: Keith and Schnars developed the engineering plans, specifications, cost estimates, and construction bid documents; performed contract administration duties; and assisted with permitting and construction compliance of a 42-acre wetland mitigation area. Ms. Magrino was the project manager and conducted the required wetland monitoring (includes native and exotic species identification and percent cover) and reporting.

**FDOT District 4: PD&E/Design/Wetland Delineation/Permitting - SR-714:** K&S prepared a PD&E Study and is currently conducting design and permitting work for FDOT D4 SR-714 SWAT project. The project includes the widening of SR-714, realignment of Leighton Farm Ave. and construction of a drainage pond. Ms. Magrino completed GIS maps and supporting reports (Natural Resource Evaluation (NRE) and Contamination Screening Evaluation Report (CSER)). In addition, Ms. Magrino coordinated field meetings with agencies, conducted a jurisdictional wetland delineation, and is working with the design team to permit the project.

**Big Cypress Water Resource Area: Wetland Compliance Monitoring and Report:** Monitoring of these areas is required by the U.S. Army Corps of Engineers (USACE) permit. As project manager, Ms. Magrino conducted biological monitoring of this area for wetland species identification, percent cover, species diversity and richness including exotic/nuisance species identification, and prepared an environmental monitoring and status report.

**Kissimmee River Restoration, S-65EX1 Spillway:** Protected Species Management and Construction Compliance Monitoring: The U.S. Army Corps of Engineers (USACE) constructed a new spillway on the Kissimmee River. Ms. Magrino conducted biological monitoring for protected species, provided information on protected species to contractors, monitored construction activities and inspected turbidity control/erosion barriers.

**FDOT District 4: Environmental Element - SR-80 Corridor Action Plan:** Ms. Magrino collected and assessed existing conditions including potential social, cultural, community, 4(f) resource, and natural and physical environment impacts along the corridor, and completed GIS mapping and an Environmental Element Report for the Action Plan.

**FDOT District 4: PD&E - I-95 and Oslo Road Interchange:** Keith and Schnars prepared a PD&E Study for FDOT D4 to create an interchange in Indian River County. Ms. Magrino completed GIS maps and supporting reports (Wetland Evaluation Report (WER) and Endangered Species Biological Assessment (ESBA)) for the PD&E study.

**Hillsboro El Rio Park Phase II:** Wetland Delineation, Tree and Wildlife Surveys and Permitting: As Senior Environmental Scientist, Ms. Magrino conducted the tree, wetland and wildlife surveys, prepared reports including GIS maps and assisted in permitting. These tasks were completed for the design process of a 17-acre park developed on top of an abandoned landfill, including play features, sports courts, shade structures, passive recreation areas, and a non-motorized boat launch.



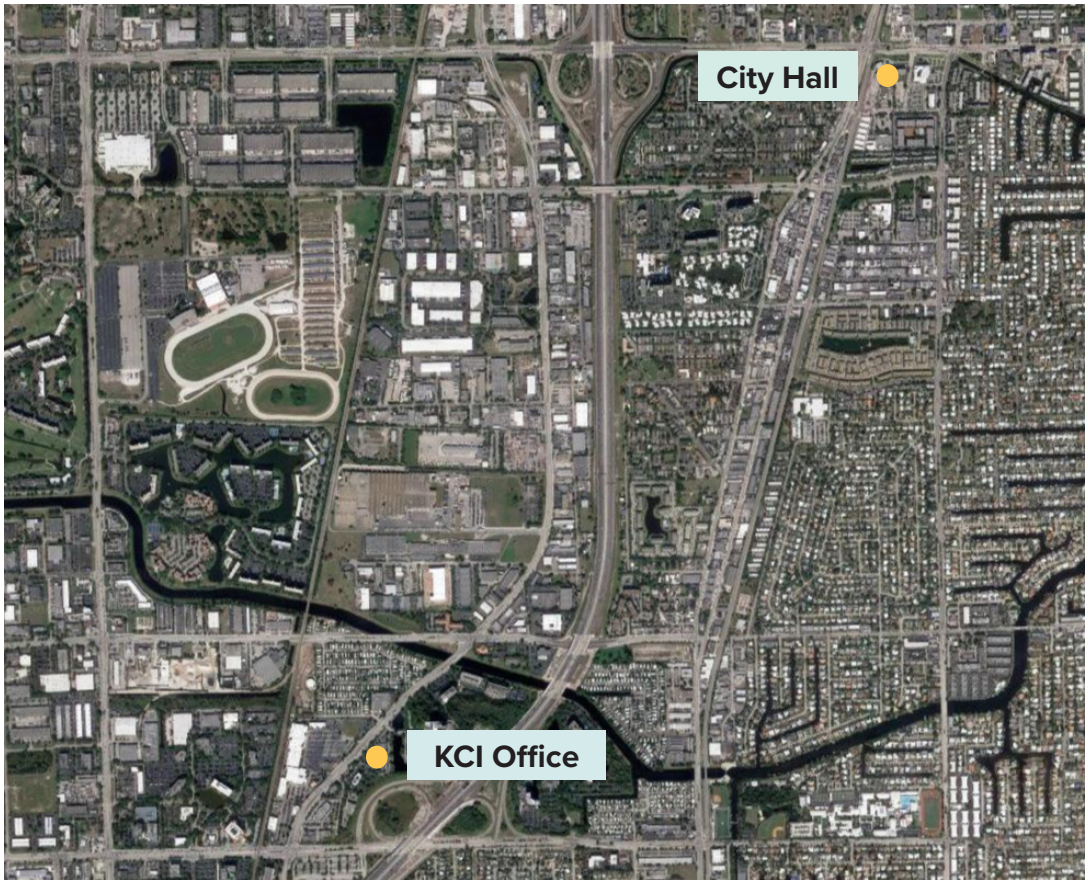
Environmental  
Consulting  
Services Group

# 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.



## PROFESSIONAL AND ADMINISTRATIVE STAFF

COMPANY	PROFESSIONAL STAFF	ADMINISTRATIVE STAFF
KCI Technologies, Inc.	63	7

# LOCAL BUSINESSES



N/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"



N/A

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

8. Other comments: \_\_\_\_\_

\_\_\_\_\_

# 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: Lighttower 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. KCI did not do the retaining wall design and was not the geotechnical engineer. KCI 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. KCI performed limited geotechnical investigations for Jesco. Based on KCI'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 ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

## ***PROPOSER INFORMATION PAGE***

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

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Bruce Reed Title Site Facilities Regional Practice Leader

Company (Legal Registered) KCI Technologies, Inc.

Federal Tax Identification Number 52-1604386

Address 6500 N. Andrews Avenue

City/State/Zip Fort Lauderdale, FL 33309

Telephone No. (954) 776-1616 Fax No. N/A

Email Address Bruce.Reed@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**

X  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  
(Date)

KCI Technologies, Inc.  
(Name of Firm)

BY:  Bruce Reed  
(Name)

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

**EXHIBIT E**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

RLI # T-25-20

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

Name of Firm	Certificate Included?
N/A	



# **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



KCITECH-01

MMARTIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2020

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

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

PRODUCER <b>Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809</b>	CONTACT NAME: <b>Maureen Martin, AAI</b>
	PHONE (A/C, No, Ext): <b>(302) 472-2914</b> FAX (A/C, No):
	E-MAIL ADDRESS: <b>mmartin@lyonsinsurance.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>National Union Fire Insurance Company of Pittsburgh, PA</b> NAIC # <b>19445</b>
INSURED  <b>KCI Technologies, Inc. 6500 North Andrews Avenue Fort Lauderdale, FL 33309</b>	INSURER B : <b>Great American Insurance Co.</b> <b>16691</b>
	INSURER C : <b>New Hampshire Insurance Company</b> <b>23841</b>
	INSURER D :
	INSURER E :
	INSURER F :

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		<input checked="" type="checkbox"/>	GL 522-24-13	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 448-95-82	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU0202925-09	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 012-01-6190	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project Name: Continuing Contract for Professional Services

City of Pompano Beach is included as an Additional Insured under General Liability where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Pompano Beach Purchasing Division 1190 NE 3rd Avenue, Building C Pompano Beach, FL 33060</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Client#: 42475 KCITEC  
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**7/23/2020**

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

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

<b>PRODUCER</b> <b>CBIZ Insurance Services, Inc.</b> 9755 Patuxent Woods Drive Suite 200 Columbia, MD 21046	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>443-259-3237</b> FAX (A/C, No): E-MAIL ADDRESS: <b>certrequest@cbiz.com</b> <hr/> INSURER(S) AFFORDING COVERAGE INSURER A : <b>XL Specialty Insurance Co.</b> <span style="float:right"><b>37885</b></span> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> <b>KCI Technologies, Inc.</b> 6500 N Andrews Ave. Fort Lauderdale, FL 33972	

**COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR   GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER	
<b>A</b>	<b>Professional Liability</b>			<b>DPR9952706</b>	<b>12/15/2019</b>	<b>12/15/2020</b>	<b>\$10,000,000 each claim</b> <b>\$15,000,000 aggregate</b> <b>\$500,000 deductible</b>	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**Re: Continuing Contract for Professional Services.**

<b>CERTIFICATE HOLDER</b>  <b>City of Pompano Beach</b> 1190 NE 3rd Avenue, Building C Pompano Beach, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)   **1 of 1**   #S2513580/M2307836

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OPBD



6500 N. Andrews Avenue  
Fort Lauderdale, FL 33309



[www.kci.com](http://www.kci.com)



(954) 776-1616

Exhibit B Fee Schedule

**EXHIBIT B**

**KCI Technologies, Inc.**

**HOURLY RATE SCHEDULE**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Project Assistant	\$70.00
Engineer-In-Training	\$120.00
Landscape Architect-In-Training 2	\$100.00
Landscape Architect 3	\$120.00
Landscape Architect 4	\$140.00
Project Manager	\$160.00
Sr. Project Manager	\$180.00
Practice Leader	\$200.00
Regional Practice Leader	\$225.00
2 Person Survey Crew	\$140.00
3 Person Survey Crew	\$180.00
Laser Scan/Specialty Survey Crew	\$350.00

**EXHIBIT B Cont'd  
Schedule of Prices**

<b>Product Description</b>	<b>Current Price</b>	<b>Unit</b>	
<b>Large Format Black &amp; White</b>			
Large Document Scan to print per sq. ft.	\$0.17	Sq. Ft.	
B&W Plots Mylar per sq. ft.	\$1.12	Sq. Ft.	
Oce Scan to File	\$0.45	Each	
<b>Large Format Color</b>			
HP Color Poster on Bond	\$0.85	Sq. Ft.	
Color Plot on Mylar	\$1.57	Sq. Ft.	
Large Document color scan to file	\$6.95	Each	
<b>Small Format Black &amp; White</b>			
Xerox Copy (per side) 8 ½ x 11 premium white paper	\$0.05	Each	
Xerox 3 Hole punch 8 ½ x 11 premium white paper	\$0.06	Each	
Xerox Copy (per side) 8 ½ x 14 premium white paper	\$0.08	Each	
Xerox Copy (per side) 11 x 17 premium white paper	\$0.10	Each	
Xerox 3 Hole punch 11 x 17 premium white paper	\$0.14	Each	
Digital Scan to File/PDF Small Format	\$0.05	Each	
Custom Color Paper 8 ½ x 11	\$0.07	Each	
<b>Small Format Color</b>			
Laser Color Print 8 ½ x 11	\$0.39	Each	
Laser Color Print 8 ½ x 14	\$0.59	Each	
Laser Color Print 11 x 17	\$0.79	Each	
Laser Color Print 12 x 18	\$1.19	Each	
Color Copy Stock 8 ½ x 11	\$0.49	Each	
Color Copy Stock 11 x 17	\$0.73	Each	
Color Copy Stock 12 x 18	\$1.47	Each	
<b>Bindery Services</b>			
Special Folding 11 x 17 Trifold (per page)	\$0.07	Each	
Collating and Stapling	\$0.13	Each	
GBC Binding 1 – 100 pages	\$1.98	Each	
GBC Binding 101 – 200 pages	\$2.33	Each	
GBC Binding 201-300 pages	\$2.66	Each	
GBC Binding 301 – 400 pages	\$3.015	Each	
GBC Binding 401 – 500 pages	\$3.37	Each	
GBC Binding 501 pages and up	\$3.69	Each	
<b>Laminating</b>			
FM Laminating Two Sides 8 ½ x 11	\$1.66	Each	
FM Laminating Two Side 11 x 17	\$2.16	Each	
<b>Display Boards</b>			
Mounted (Foam) 30" x 40"	\$60.00	Each	
Mounted (Foam) 40" x 60" and larger	\$100.00	Each	
<b>Mileage</b>			
KCI Standard Mileage Rate for 2020	\$0.575**	Each	

*\*In-house pricing only. Costs may differ at off-site ABC locations. Call for quote.*

*\*\*Mileage Rate reflects IRS Standard Mileage Rates for 2020 and may be revised annually.*



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

\* Policy to be written on a claims incurred basis

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

**AUTOMOBILE LIABILITY:**

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

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

**REAL & PERSONAL PROPERTY**

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

**EXCESS LIABILITY**

Per Occurrence Aggregate

XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

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

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.





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